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As filed with the Securities and Exchange Commission on January 4, 2007

Registration No. 333-138894

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

AMENDMENT NO. 2
TO

FORM S-1

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

SYNTA PHARMACEUTICALS CORP.

(Exact name of registrant as specified in its charter)

Delaware	**2834**	**04-3508648**
(State or other jurisdiction of incorporation or organization)	*(Primary Standard Industrial Classification Code Number)*	*(IRS Employer Identification No.)*

45 Hartwell Avenue
Lexington, Massachusetts 02421
(781) 274-8200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Safi R. Bahcall, Ph.D.
Synta Pharmaceuticals Corp.
45 Hartwell Avenue
Lexington, Massachusetts 02421
(781) 274-8200
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

Jonathan L. Kravetz, Esq. **Brian P. Keane, Esq.** **Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.** **One Financial Center** **Boston, Massachusetts 02111** **(617) 542-6000**	**Wendy E. Rieder, Esq.** **Vice President, IP and Legal Affairs, General Counsel** **Synta Pharmaceuticals Corp.** **45 Hartwell Avenue** **Lexington, Massachusetts 02421** **(781) 274-8200**	**Patrick O'Brien, Esq.** **Ropes & Gray LLP** **One International Place** **Boston, Massachusetts 02110** **(617) 951-7000**

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

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee (2)
Common Stock, $0.0001 par value per share	$115,000,000	$12,305 (3)

(1) Estimated solely for the purpose of calculating the amount of registration fee pursuant to Rule 457(o) under the Securities Act.
(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.
(3) Previously paid.

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

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell securities, and we are not soliciting offers to buy these securities, in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION
PRELIMINARY PROSPECTUS DATED JANUARY 4, 2007

Prospectus

shares

Common Stock

This is the initial public offering of Synta Pharmaceuticals Corp. No public market currently exists for our common stock. We are offering shares of common stock.

We currently anticipate the initial public offering price of our common stock will be between $ and $ per share. We have applied to have our common stock approved for listing on the Nasdaq Global Market under the symbol "SNTA."

Investing in our common stock involves risks. See "Risk Factors" beginning on page 10.

	Per Share	Total
Public Offering Price	$	$
Underwriting Discount	$	$
Proceeds, Before Expenses, to Synta	$	$

We have granted the underwriters a 30-day option to purchase up to additional shares to cover any over-allotments.

Delivery of the shares is expected to be made on or about , 2007.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Bear, Stearns & Co. Inc. **Lehman Brothers**

Lazard Capital Markets **Montgomery & Co., LLC**

The date of this prospectus is , 2007

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. You must not rely on any unauthorized information or representations. This prospectus is an offer to sell only the shares offered hereby, but only under circumstances and in jurisdictions where it is lawful to do so. The information contained in this prospectus is current only as of its date.

Through and including , 2007 (25 days after the date of this prospectus), all dealers that buy, sell or trade our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before buying shares of our common stock. You should read the entire prospectus carefully, especially the risks of investing in shares of our common stock that we describe under "Risk Factors," and our consolidated financial statements and the related notes included at the end of this prospectus, before deciding to invest in shares of our common stock. Unless the context requires otherwise, references to "Synta," "we," "our," "us," and "the company" in this prospectus refer to Synta Pharmaceuticals Corp. and our subsidiaries.

Synta Pharmaceuticals Corp.

We are a biopharmaceutical company focused on discovering, developing and commercializing small molecule drugs that address severe medical conditions with large potential markets, including cancer and chronic inflammatory diseases. We have a diverse pipeline of clinical- and preclinical-stage drug candidates with distinct mechanisms of action and novel chemical structures. We discovered and developed each of our drug candidates internally, using our unique chemical compound library and the chemistry, biology, and pharmaceutical development assets and capabilities built over the combined history of Synta and its predecessor companies. At present, we retain all rights to all of our drug candidates and programs across all geographic markets and therapeutic indications.

We have two drug candidates in clinical trials, two drug candidates in preclinical studies, and one program in lead optimization. We currently have no products approved for commercial sale, and to date, we have generated no revenues from commercial sales.

Our Oncology Programs

STA-4783

Our most advanced clinical-stage drug candidate, STA-4783, is a novel, injectable, small molecule compound that induces an oxidative stress response in cells, which is significantly more pronounced in and damaging to cancer cells than normal cells. We believe this oxidative stress response makes cancer cells more vulnerable to attack by the immune system and to programmed cell death, or apoptosis. We have observed synergistic anti-tumor activity with STA-4783 and taxanes, a leading category of chemotherapy, in a broad range of preclinical models of cancer.

In September 2006, we announced positive results for STA-4783 in combination with paclitaxel, the most widely used taxane, in a double-blind, randomized, controlled, multicenter Phase 2b clinical trial in patients with metastatic melanoma. We believe this is the first blinded clinical trial of a drug candidate for the treatment of metastatic melanoma in 30 years to meet its primary endpoint with statistical significance. The primary endpoint in our clinical trial was progression-free survival, which measures for each patient the time from assignment to a treatment group in the trial until the earlier of tumor progression or death. The U.S. Food and Drug Administration, or FDA, has previously indicated that this endpoint is acceptable for registration in metastatic melanoma and other cancer types.

In November 2006, we received Fast Track designation from the FDA for the development of STA-4783 for the treatment of metastatic melanoma. Fast Track designation can facilitate the development and expedite the review of a drug candidate by allowing for more frequent and timely meetings with the FDA and submission of a new drug application, or NDA, on a rolling basis. However, Fast Track designation does not alter the standards for approval of a drug candidate, including the need for clinical trials that demonstrate safety and efficacy, nor does it mean that the FDA will expedite approval of a drug candidate. In addition, Fast Track designation does not increase the likelihood of approval of a drug candidate.

We expect to initiate a pivotal Phase 3 clinical trial of STA-4783 in metastatic melanoma and Phase 2 clinical trials of STA-4783 in additional cancer types in 2007.

Melanoma is the deadliest type of skin cancer and is the sixth most commonly diagnosed cancer in the United States. The National Cancer Institute has estimated that the prevalence of melanoma in the United States, or the number of patients alive who have been diagnosed with the disease, is more than 660,000. The American Cancer Society estimates that in 2006, the incidence, or number of newly diagnosed cases of melanoma, in the United States will be approximately 62,000, with 8,000 deaths from the disease. According to GLOBOCAN, the worldwide incidence of melanoma in 2002 was 160,177, with 40,781 deaths from the disease. The initial target indication for STA-4783 is metastatic melanoma. We are unaware of any reliable industry data for the prevalence of metastatic melanoma in the United States or worldwide.

Current treatment options for metastatic melanoma are limited and the prognosis is extremely poor. Single-agent chemotherapy has typically shown, in controlled clinical trials, progression-free survival of less than two months. Randomized trials comparing combination chemotherapy against single-agent chemotherapy have shown significant toxicity with no significant improvement in survival. There are only two agents approved by the FDA for the treatment of metastatic melanoma: dacarbazine, also known as DTIC, which has been shown to have limited clinical benefit; and interleukin-2, or IL-2, which is effective in only a small subset of patients and is accompanied by severe toxicities. Therefore, we believe there is an urgent need in metastatic melanoma for additional therapies demonstrating meaningful clinical benefit and a favorable safety profile.

Our Phase 2b clinical trial of STA-4783 enrolled a total of 81 metastatic melanoma patients at 21 centers in the United States. This clinical trial was conducted in a double-blind, randomized, controlled fashion and compared the effects of STA-4783 in combination with paclitaxel versus paclitaxel alone. Two analyses of trial results were specified in the statistical plan for the trial, one that includes all patients, known as the intent-to-treat analysis, and one that includes only those patients who could be evaluated for efficacy as specified in the protocol, known as the per-protocol analysis. In both of these analyses of the trial results, treatment with STA-4783 plus paclitaxel demonstrated a statistically significant improvement in progression-free survival compared to treatment with paclitaxel alone.

In the intent-to-treat analysis of the trial results, which includes all 81 patients, median progression-free survival increased from 1.84 months for patients treated with paclitaxel alone to 3.68 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 35% for patients treated with STA-4783 plus paclitaxel. The hazard ratio in this analysis was 0.50, which indicates that patients treated with STA-4783 had a 50% reduction in the risk of disease progression compared to patients in the control group. The statistical significance of the improvement in progression-free survival is described by a p-value, which measures the probability that the difference is due to chance alone. A p-value of less than 0.05 is considered statistically significant and unlikely to be due to chance. The p-value in this analysis was 0.035.

In the per-protocol analysis of the trial results, which includes the 77 patients who could be evaluated for efficacy as specified in the trial protocol, median progression-free survival increased from 1.84 months for patients treated with paclitaxel alone to 4.40 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 37% for patients treated with STA-4783 plus paclitaxel. The hazard ratio in the per-protocol analysis was 0.42, which indicates that patients treated with STA-4783 had a 58% reduction in the risk of disease progression compared to patients in the control group. The p-value in this analysis was 0.017.

We have also performed an analysis to determine if factors other than treatment with STA-4783, known as confounding factors, could be responsible for the differences we observed between the two

treatment groups in this clinical trial. In particular, we analyzed differences in patient characteristics and disease status that can influence disease progression. To date, we have identified no potentially confounding variables which alter the interpretation of the clinical trial results.

We filed an investigational new drug application, or IND, for STA-4783 in combination with paclitaxel in September 2002. We have completed six clinical trials with STA-4783 in cancer patients, in which we have treated a total of approximately 300 patients at over 50 medical centers in the United States and Canada. STA-4783 has been well tolerated in these trials, with adverse events from the STA-4783 plus paclitaxel combination being generally similar to those of paclitaxel alone and the incidences of individual severe adverse events generally less than 10%.

STA-9090

STA-9090 is a novel, injectable, small molecule drug candidate that inhibits heat shock protein 90, or Hsp90, which we are developing for the treatment of cancer. Hsp90 is a chaperone protein that regulates the activity of numerous signaling proteins, in particular kinase proteins, that trigger uncontrolled proliferation in cancer cells. Examples of kinase proteins include c-Kit, Bcr-Abl, and others that are the targets of approved direct kinase inhibitors such as Gleevec. We believe that inhibiting kinases indirectly, by disrupting the chaperone activities of Hsp90, provides two advantages: first, a means to simultaneously attack multiple cancer-promoting kinases; and, second, an ability to kill tumor cells with mutated kinases, which have lost responsiveness to a direct kinase inhibitor. We have shown in preclinical experiments that STA-9090 is significantly more potent against certain types of cancer cells than Gleevec, as well as the two Hsp90 inhibitors furthest along in development, 17-AAG and 17-DMAG. STA-9090 is further differentiated from these Hsp90 inhibitors in that it is a novel chemical structure that is not a derivative or analog of the natural product geldanamycin. We believe this creates a distinct activity profile for STA-9090 and is a competitive advantage. We have shown activity of STA-9090 in multiple preclinical animal models of human cancer types, including lung cancer, prostate carcinoma, breast cancer, gastric cancer, melanoma, lymphoma, multiple myeloma, acute myelogenous leukemia, and chronic myeloid leukemia. This program is currently in preclinical development.

STA-9584

STA-9584 is a novel, injectable, small molecule compound that disrupts the blood vessels that supply tumors with oxygen and essential nutrients. In preclinical testing, STA-9584 has been shown to act against established tumor vessels, a mechanism that is differentiated from the mechanism of anti-angiogenesis inhibitors such as Avastin, which prevents the formation of new tumor vessels. In preclinical experiments, STA-9584 has shown strong anti-tumor activity in a broad range of cancer models including prostate, lung, breast, melanoma, and lymphoma. This program is currently in preclinical development.

Our Inflammatory Disease Programs

Apilimod (STA-5326)

Apilimod is a novel, orally administered, small molecule drug candidate we are developing for the treatment of autoimmune and other chronic inflammatory diseases. Apilimod inhibits the production of the cytokines interleukin-12, or IL-12, and interleukin-23, or IL-23, and thereby down-regulates the inflammation pathways that underlie certain autoimmune and inflammatory diseases. We filed our initial IND for apilimod in March 2003. We are currently conducting a Phase 2a clinical trial of apilimod in patients with rheumatoid arthritis and sponsoring a Phase 2a clinical trial in patients with common variable immunodeficiency, or CVID. We expect to report results from these trials in 2007.

CRAC Ion Channel Inhibitor

We have developed novel small molecule inhibitors of calcium release-activated calcium, or CRAC, ion channels expressed on immune cells. The CRAC ion channel is the primary route for calcium entry into T cells and other immune cells, regulating multiple immune cell processes important for initiating and sustaining an inflammatory immune response. We have demonstrated in preclinical experiments that our CRAC ion channel inhibitors selectively inhibit the production by immune cells of critical pro-inflammatory cytokines such as TNFα and IL-2, and are effective in multiple preclinical models of immune diseases, including models of arthritis. This program is in the lead optimization stage of preclinical development.

Drug Discovery Capabilities

Our drug discovery approach is based on the close integration and rapid cycle times among our chemistry, biology, and pharmaceutical development groups. Drug candidates are typically identified using novel chemical structures from our chemical compound library in cell-based assays that are designed to preserve the complexity of biological signaling. Early *in vivo* testing and a rapid optimization process allow us to generate a high number of promising leads from our screening hits, improve the profiles of our compounds, and, in some cases, discover novel pathways or mechanisms of action with the potential to define entirely new categories of treatment.

Our approach integrates the following capabilities and resources:

- unique chemical compound library;
- broad set of screening assays;
- robust *in vivo* testing capabilities;
- medicinal, analytical, computational, and process development chemistry capabilities; and
- methods for novel target elucidation and validation.

Our Business Strategy

Our mission is to extend and enhance the lives of patients by discovering, developing, and commercializing novel pharmaceutical products for treating severe medical conditions. The key elements of our strategy are to:

- maximize the value and commercial potential of our lead drug candidate, STA-4783;
- advance the development of our four other pipeline programs;
- build a commercial infrastructure for specialty markets;
- partner selectively with pharmaceutical companies to enhance the overall value of our programs; and
- continue to use our drug discovery assets and capabilities to generate novel small molecule drug candidates for severe medical conditions.

Risks Associated with Our Business

Our business is subject to numerous risks, as more fully described in the section entitled "Risk Factors" immediately following this prospectus summary, including the following:

- We have a limited operating history, have incurred substantial net losses, and had an accumulated deficit of $224.1 million as of September 30, 2006.

- We expect to continue to incur substantial losses for the foreseeable future, and we expect these losses to increase substantially as we conduct larger scale trials for our drug candidates.

- All of our drug candidates are undergoing clinical trials or are in earlier stages of development, and failure is common and can occur at any stage of development.

- Although the recently completed Phase 2b clinical trial for our lead clinical drug candidate, STA-4783, in metastatic melanoma achieved positive results, we can provide no assurance to you that our planned, pivotal Phase 3 clinical trial in metastatic melanoma will also achieve positive results.

- While there have been a limited number of serious adverse events reported to date in connection with our clinical trials of STA-4783 and apilimod, we cannot assure you that the number of serious adverse events will not increase as we expand our clinical trial programs for these drug candidates.

- Our ability to generate product revenue in the future will depend heavily on the successful development and commercialization of our clinical drug candidates, STA-4783

  and apilimod, and our preclinical drug candidates, STA-9090 and STA-9584.

- Even if we succeed in obtaining regulatory approval of one or more of our drug candidates, we have no experience in commercializing drug products, and accordingly, we may never generate sufficient revenue to achieve and then sustain profitability.

Company History and Information

We commenced operations in July 2001. In September 2002, we acquired Principia Associates, Inc., which had previously acquired Shionogi BioResearch Corp., a U.S.-based drug discovery subsidiary of the Japanese pharmaceutical company, Shionogi & Co., Ltd. In this acquisition, we acquired a unique chemical compound library, an integrated set of drug discovery capabilities, and a pipeline of preclinical and research programs. Since 2002, we have been advancing these programs into later stages of development; discovering and developing additional drug candidates; and expanding our management and scientific teams and capabilities to support more advanced stages of drug development and commercialization.

Our principal executive offices are located at 45 Hartwell Avenue, Lexington, Massachusetts 02421, and our telephone number is (781) 274-8200. Our website address is www.syntapharma.com. The information contained on our website is not incorporated by reference into, and does not form any part of, this prospectus. We have included our website address as a factual reference and do not intend it to be an active link to our website. Our trademarks include Synta Pharmaceuticals and our logo. Other service marks, trademarks and trade names appearing in this prospectus are the property of their respective owners.

The Offering

Common stock offered by us	shares
Common stock to be outstanding after this offering	shares
Over-allotment option	shares
Use of proceeds	To fund clinical trials, preclinical testing and other research and development activities, general and administrative expenses, working capital needs, and other general corporate purposes. See "Use of Proceeds" on page 35 for a more detailed description of our intended use of the proceeds from this offering.
Proposed Nasdaq Global Market symbol	SNTA

General Information About This Prospectus

Except as otherwise indicated, throughout this prospectus the number of shares of common stock to be outstanding after this offering is based on the number of shares outstanding as of December 31, 2006, and excludes:

- 12,172,375 shares of common stock issuable upon the exercise of stock options outstanding as of December 31, 2006, including 300,000 shares of common stock issuable upon the exercise of stock options granted outside of our stock plans, at a weighted average exercise price of $2.97 per share; and

- 9,305,427 shares of common stock reserved for future awards under our 2006 Stock Plan, including 425,350 shares to be issuable upon the exercise of options to be granted on the date on which the registration statement, of which this prospectus forms a part, is declared effective, at an exercise price equal to the initial public offering price.

In addition, throughout this prospectus the number of shares of common stock to be outstanding after this offering reflects the conversion of the 8,000,000 outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon completion of this offering. Each share of our Series A convertible preferred stock is convertible into a number of shares of our common stock determined by dividing (1) the Series A convertible preferred stock per share purchase price of $5.00 plus an accumulated dividend of 8% per year by (2) a conversion price equal to the lesser of (a) $5.00 or (b) 66.6667% of the initial public offering price per share. For purposes of calculating the number of shares of common stock into which the Series A convertible preferred stock will be convertible upon completion of the offering, we have assumed:

- the closing of this offering occurs on , 2007, which would result in accumulated dividends of $ per share of Series A convertible preferred stock and aggregate accumulated dividends of $ on all outstanding shares of Series A convertible preferred stock; and

- an initial public offering price of $ per share, the mid-point of the range set forth on the cover page of this prospectus.

If the actual initial public offering price is not equal to the assumed initial public offering price of $ per share, the number of shares of common stock into which the Series A convertible preferred stock will convert upon completion of this offering will differ from that set forth above. A $1.00 decrease in the assumed initial public offering price of $ per share would increase the number of shares of common stock issuable upon the conversion of our Series A

convertible preferred stock by an aggregate of shares. A $1.00 increase in the assumed initial public offering price of $ per share would decrease the number of shares of common stock issuable upon the conversion of our Series A convertible preferred stock by an aggregate of shares. If the initial public offering price is $7.50 or above, the Series A convertible preferred stock will convert into shares of common stock upon completion of this offering. Following the completion of this offering, this information will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

Unless otherwise indicated, all information contained in this prospectus also:

- assumes that the underwriters do not exercise their over-allotment option to purchase up to shares of our common stock;
- reflects a -for- reverse split of our common stock to be effected prior to the completion of this offering; and
- assumes the adoption of our restated certificate of incorporation and restated bylaws upon the completion of this offering.

Summary Financial Data
(in thousands, except per share data)

The following tables summarize our consolidated financial data for the periods presented. We prepared this information using our consolidated financial statements for each of the periods presented. You should read this information in conjunction with our audited and unaudited consolidated financial statements and related notes, "Selected Historical Financial and Operating Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this prospectus. Results for the nine months ended September 30, 2006 are not necessarily indicative of the results expected for the year ended December 31, 2006 or for any future period.

	Years ended December 31,			Nine months ended September 30,		Period from inception (March 10, 2000) through September 30,
	2003	2004	2005	2005	2006	2006
Consolidated Statement of Operations Data:						
Revenues	$ 1,304	$ 173	$ —	$ —	$ —	$ 1,477
Operating expenses						
Research and development	24,337	38,136	59,901	45,859	39,975	169,918
In-process research and development	—	1,583	—	—	—	19,671
General and administrative	5,261	7,383	11,279	9,330	6,171	31,865
Other compensation expense	—	—	—	—	—	9,315
Total operating expenses	29,598	47,102	71,180	55,189	46,146	230,769
Loss from operations	(28,294)	(46,929)	(71,180)	(55,189)	(46,146)	(229,292)
Investment income, net	416	995	2,317	1,818	1,363	5,221
Net loss	(27,878)	(45,934)	(68,863)	(53,371)	(44,783)	(224,071)
Convertible preferred stock dividends	—	—	—	—	1,052	1,052
Net loss attributable to common stockholders	$ (27,878)	$ (45,934)	$ (68,863)	$ (53,371)	$ (45,835)	$ (225,123)
Basic and diluted net loss attributable to common stockholders per share	$ (0.46)	$ (0.61)	$ (0.77)	$ (0.60)	$ (0.51)	
Weighted average shares used in computing basic and diluted net loss per common share	60,096	74,816	89,014	89,008	89,054	
Pro forma basic and diluted net loss per common share(1)						
Weighted average shares used in computing pro forma basic and diluted net loss per common share(1)						

(1) The pro forma basic and diluted net loss per common share for the nine months ended September 30, 2006 gives effect to the conversion of all outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon the completion of this offering. For purposes of calculating the number of shares of common stock into which the Series A convertible preferred stock and accumulated dividends will be convertible upon completion of the offering, we have assumed (1) the closing of this offering occurs on , 2007 and (2) an initial public offering price of $ per share. If the actual closing date of this offering and/or the actual initial public offering price differ from these assumptions, the number of shares of common stock into which the outstanding shares of Series A convertible preferred stock will be converted upon completion of this offering will differ. See "Prospectus Summary —General Information About This Prospectus" beginning on page 6. Following the completion of this offering, this information will be adjusted based on the actual closing date and initial public offering price and other terms of this offering determined at pricing.

The following table contains a summary of our unaudited balance sheet data as of September 30, 2006 on an actual basis and on an as adjusted basis to give effect to:

- the conversion of all outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon completion of this offering; and
- our sale of shares of common stock in this offering at an assumed initial public offering price of $ per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	September 30, 2006	
	Actual	As adjusted(1)
Consolidated Balance Sheet Data:		
Cash, cash equivalents and marketable securities	$ 58,730	$
Working capital	48,448	
Total assets	66,344	
Capital lease obligations, net of current portion	3,423	
Convertible preferred stock	41,013	
Common stock	9	
Additional paid-in capital	234,401	
Deficit accumulated during the development stage	(224,071)	
Total stockholders' equity	10,353	

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) each of cash, cash equivalents and marketable securities, working capital, total assets, additional paid-in capital, and total stockholders' equity by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. The as adjusted information set forth above is illustrative only and following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully read and consider the risks and uncertainties described below together with all of the other information contained in this prospectus, including the consolidated financial statements and the related notes appearing at the end of this prospectus, before deciding to invest in our common stock. If any of these risks actually occurs, our business, business prospects, financial condition, results of operations, or cash flows could be materially harmed. In any such case, the trading price of our common stock could decline, and you could lose all or part of your investment.

Risks Related to Our Financial Position and Need for Additional Capital

We have incurred significant losses since our inception, and we expect to incur losses for the foreseeable future and may never reach profitability.

Since inception we have incurred significant operating losses and, as of September 30, 2006, we had an accumulated deficit of $224.1 million, which includes research and development expense of $169.9 million. We expect to continue to incur significant operating expenses and capital expenditures and anticipate that our expenses and losses will increase substantially in the foreseeable future as we:

- initiate a pivotal Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma in 2007 and initiate Phase 2 clinical trials of STA-4783 in additional cancer indications in 2007;
- begin to establish sales and marketing functions and commercial manufacturing arrangements for STA-4783;
- complete the current Phase 2a clinical trials of apilimod for the treatment of rheumatoid arthritis and CVID, and possibly initiate Phase 2 clinical trials of apilimod in additional inflammatory disease indications;
- initiate additional Phase 3 clinical trials of STA-4783 and one or more Phase 3 clinical trials of apilimod, if supported by Phase 2 results;
- complete preclinical development of STA-9090 and initiate clinical trials, if supported by positive preclinical data;
- complete preclinical development of STA-9584 and initiate clinical trials, if supported by positive preclinical data;
- advance our preclinical CRAC ion channel inhibitor program into clinical trials, if supported by positive preclinical data;
- discover, develop, and seek regulatory approval for backups of our current drug candidates and other new drug candidates;
- identify additional compounds or drug candidates and acquire rights from third parties to those compounds or drug candidates through licenses, acquisitions or other means;
- commercialize any approved drug candidates;
- hire additional clinical, scientific, and management personnel; and
- add operational, financial, and management information systems and personnel.

We must generate significant revenue to achieve and maintain profitability. Even if we succeed in developing and commercializing one or more of our drug candidates, we may not be able to generate sufficient revenue and we may never be able to achieve or maintain profitability.

Our operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We commenced operations in July 2001 and are a development-stage company. Our operations to date have been limited to organizing and staffing our company, acquiring, developing, and securing our technology, and undertaking preclinical studies and clinical trials of our drug candidates. We have not yet demonstrated an ability to obtain regulatory approval, formulate and manufacture a commercial-scale product, or conduct sales and marketing activities necessary for successful product commercialization. Consequently, any predictions about our future success or viability may not be as accurate as they could be if we had a longer operating history or had previously discovered, developed, and/or commercialized an approved product.

If we fail to obtain the capital necessary to fund our operations, we will be unable to successfully develop and commercialize our lead drug candidates.

Although we have raised substantial capital to date, we will require substantial future capital in order to complete clinical development and commercialize our lead drug candidates, STA-4783, apilimod, STA-9090, and STA-9584, and to conduct the research and development and clinical and regulatory activities necessary to bring other drug candidates to market. Our future capital requirements will depend on many factors that are currently unknown to us, including:

- the timing of initiation, progress and results of our planned Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma;
- the costs of establishing sales and marketing functions and of establishing commercial manufacturing arrangements for STA-4783;
- the progress and results of any additional Phase 2 clinical trials of STA-4783 for other cancer indications that we may initiate;
- the progress and results of the current Phase 2a clinical trials of apilimod for the treatment of rheumatoid arthritis and CVID and any future Phase 2 clinical trials we may initiate for other inflammatory disease indications;
- the need for, and the progress and results of, any additional Phase 3 clinical trials of STA-4783 and any Phase 3 clinical trial of apilimod we may initiate in the future based on the results of Phase 2 clinical trials;
- the results of our preclinical studies and testing of STA-9090, STA-9584 and our CRAC ion channel inhibitor program, and our decision to initiate clinical trials, if supported by the preclinical results;
- the costs, timing, and outcome of regulatory review of STA-4783, apilimod and our preclinical drug candidates;
- the scope, progress, results, and cost of preclinical development, clinical trials, and regulatory review of any new drug candidates we may discover or acquire;
- the costs of preparing, filing, and prosecuting patent applications and maintaining, enforcing, and defending intellectual property-related claims;
- our ability to establish strategic collaborations and licensing or other arrangements on terms favorable to us;
- the costs to satisfy our obligations under potential future collaborations; and
- the timing, receipt, and amount of sales or royalties, if any, from STA-4783, apilimod, STA-9090, STA-9584, and our other potential products.

We cannot assure you that additional funds will be available when we need them on terms that are acceptable to us, or at all. If adequate funds are not available on a timely basis, we may be required to:

- terminate or delay clinical trials or other development for one or more of our drug candidates;
- delay our establishment of sales and marketing capabilities, our contracting for commercial manufacturing capacity, or other activities that may be necessary to commercialize our drug candidates; or
- curtail significant drug development programs that are designed to identify new drug candidates.

We believe that the proceeds we receive from this offering and our existing cash and investment securities will be sufficient to support our current operating plan through at least . However, our operating plan may change as a result of many factors currently unknown to us, and we may need additional funds sooner than planned. In addition, we may seek additional capital due to favorable market conditions or strategic considerations even if we believe we have sufficient funds for our current or future operating plans.

Raising additional capital may cause dilution to existing stockholders, restrict our operations or require us to relinquish rights.

We may seek the additional capital necessary to fund our operations through public or private equity offerings, debt financings, and collaborative and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted and the terms may include liquidation or other preferences that adversely affect your rights as a stockholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions such as incurring additional debt, making capital expenditures, or declaring dividends. If we raise additional funds through collaboration and licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies or drug candidates, or grant licenses on terms that are not favorable to us.

Risks Related to the Development and Regulatory Approval of Our Drug Candidates

Our success is largely dependent on the success of our lead drug candidate, STA-4783, as well as our other drug candidates, and we cannot be certain that we will be able to obtain regulatory approval for or successfully commercialize any of these drug candidates.

We have invested a significant portion of our time and financial resources in the development of our lead drug candidate, STA-4783 for the treatment of cancer. We have also invested a significant amount of time and financial resources in the development of our other drug candidates, apilimod, STA-9090 and STA-9584. We anticipate that our success will depend largely on the receipt of regulatory approval and successful commercialization of these drug candidates. The future success of these drug candidates will depend on several factors, including the following:

- our ability to provide acceptable evidence of their safety and efficacy;
- receipt of marketing approval from the FDA and any similar foreign regulatory authorities;
- successful formulation of an efficacious and commercially viable form of apilimod;
- obtaining and maintaining commercial manufacturing arrangements with third-party manufacturers or establishing commercial-scale manufacturing capabilities;
- establishing an internal sales force or collaborating with pharmaceutical companies or contract sales organizations to market and sell any approved drug; and

- acceptance of any approved drug in the medical community and by patients and third-party payors.

Many of these factors are beyond our control. Accordingly, we cannot assure you that we will ever be able to generate revenues through the sale of STA-4783, apilimod, STA-9090, or STA-9584.

If we do not obtain required regulatory approval, we will be unable to market and sell our drug candidates.

STA-4783, apilimod, STA-9090, STA-9584, and any other drug candidates we may discover or acquire and seek to commercialize are subject to extensive governmental regulations relating to development, clinical trials, manufacturing, and commercialization. Rigorous preclinical testing and clinical trials and an extensive regulatory approval process are required to be successfully completed in the United States and in many foreign jurisdictions before a new drug can be sold. Satisfaction of these and other regulatory requirements is costly, time consuming, uncertain, and subject to unanticipated delays. The time required to obtain approval by the FDA is unpredictable but typically exceeds five years following the commencement of clinical trials, depending upon the complexity of the drug candidate. We initiated clinical development of STA-4783 and apilimod in 2002 and 2003, respectively, and thus far, these drug candidates have been studied in only a relatively small number of patients. We have recently completed a Phase 2b clinical trial of STA-4783 for the treatment of metastatic melanoma and intend to initiate a pivotal Phase 3 clinical trial for this indication in 2007. Apilimod is currently in Phase 2a clinical trials for the treatment of rheumatoid arthritis and CVID. STA-9090 and STA-9584 are still in preclinical development.

We have limited experience in conducting and managing the clinical trials necessary to obtain regulatory approvals, including approval by the FDA. In connection with the clinical trials of STA-4783, apilimod, STA-9090, and STA-9584 and any other drug candidate we may seek to develop in the future, we face risks that:

- the drug candidate may not prove to be efficacious;
- the dosing of the drug candidate in a particular clinical trial may not be at an optimal level (for example, we are currently evaluating whether the Phase 2 clinical trial results for STA-4783 in sarcoma and non-small cell lung cancer and Phase 2 clinical trial results for apilimod in psoriasis and Crohn's disease were the result of suboptimal dosing amounts and/or dosing schedules);
- patients may die or suffer other adverse effects for reasons that may or may not be related to the drug candidate being tested;
- the results may not confirm the positive results of earlier clinical trials; and
- the results may not meet the level of statistical significance required by the FDA or other regulatory agencies for marketing approval.

Of the large number of drugs in development, only a small percentage result in the submission of a new drug application, or NDA, to the FDA and even fewer are approved for commercialization. Furthermore, even if we do receive regulatory approval to market a commercial product, any such approval may be subject to limitations on the indicated uses for which we may market the product.

We believe we will need to demonstrate the safety and efficacy of STA-4783 in one or more Phase 3 clinical trials in order to obtain FDA approval of STA-4783 for use in the treatment of metastatic melanoma, and there can be no assurance that STA-4783 will achieve positive results in further clinical testing.

Positive results in early clinical trials of a drug candidate may not be replicated in later clinical trials. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late-stage clinical trials even after achieving promising results in earlier-stage development. Although our Phase 2b clinical trial of STA-4783 for the treatment of metastatic

melanoma achieved the primary endpoint of increasing progression-free survival, we cannot assure you that the planned Phase 3 clinical trial for the treatment of metastatic melanoma we intend to initiate in 2007 will achieve positive results. A number of factors could contribute to a lack of positive results in our planned Phase 3 clinical trial. For example, if patients are treated with paclitaxel prior to enrolling in our Phase 3 clinical trial, they may not respond as positively to treatment with STA-4783 plus paclitaxel as patients did in our Phase 2b clinical trial. In addition, the clinical investigators involved in the Phase 2b clinical trial used their judgement to determine when a patient's melanoma had progressed, using the criteria defined in the trial protocol and, among other factors, either CT or magnetic resonance imaging scans of a patient's tumors. In our Phase 2b clinical trial, each clinical trial site determined when patients enrolled at the site experienced a progression of their melanoma. In some past clinical trials by other companies involving similar subjective judgments, it has been reported that the variation among clinical trial sites in determining progression contributed to positive results. In our Phase 3 clinical trial, we plan to use a single centralized radiological reading center to review all patient scans, which could cause the results of our Phase 3 clinical trial to differ from those observed in our Phase 2b clinical trial.

Furthermore, although we did not identify any confounding factors in the Phase 2b clinical trial of STA-4783 for the treatment of metastatic melanoma, we did not evaluate every factor that may have potentially influenced the trial results and can give no assurance that there were no such confounding factors. In our planned Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma, we may stratify, or evenly allocate to each trial arm, patients having certain strong prognostic factors, such as elevated lactate dehydrogenase, or LDH, levels and liver metastases. However, we may not be able to stratify all such prognostic factors evenly or we may not require the stratification of one or more prognostic factors if the clinical trial timelines would be adversely impacted. Although we found that patients with elevated LDH and liver metastases were evenly distributed between the the STA-4783 plus paclitaxel arm and the paclitaxel control arm in our Phase 2b clinical trial, we noted an imbalance in the M-class distribution of patients. M-class is a measure of disease progression that is generally viewed as a prognostic factor. In our Phase 2b clinical trial, 53% of the patients in the STA-4783 plus paclitaxel group were classified by the clinical investigator as M1c, the most advanced stage of metastatic melanoma, compared to 75% in the paclitaxel alone group. We performed a statistical analysis which showed that, firstly, investigator-reported M-class was not a prognostic factor in this study, and secondly, the imbalance in M-class distribution between the two arms did not contribute to the positive outcome of this clinical trial. However, we cannot provide complete assurance that the imbalance in M1c classification did not have an impact on the Phase 2b trial results or that if evenly balanced in a future trial, that the clinical trial outcome would not be altered.

If we do not receive positive results in a Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma, we may not be able to obtain regulatory approval or commercialize STA-4783 for this indication and our development of STA-4783 for other indications may be delayed or cancelled.

If the FDA requires an efficacy endpoint other than progression-free survival, or requires more than one pivotal Phase 3 clinical trial, for registration, we may be required to conduct more, larger or longer Phase 3 clinical trials than currently planned.

The efficacy endpoint of our recently-completed Phase 2b clinical trial of STA-4783 for treating metastatic melanoma was progression-free survival, and we currently intend to use progression-free survival as the primary endpoint of our planned pivotal Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma. Progression-free survival, which measures for each patient the time from assignment to a treatment group until the earlier of tumor progression or death, is an endpoint that the FDA has previously indicated is acceptable for registration in melanoma and other cancer types. We can give no assurances, however, that the FDA or any other regulatory body will not require a different efficacy endpoint, such as overall survival, or additional efficacy endpoints for registration. If

the FDA requires a different or any additional efficacy endpoints, we may be required to conduct larger or longer Phase 3 clinical trials than currently planned to achieve a statistically significant result to enable approval of STA-4783 for the treatment of metastatic melanoma.

Furthermore, prior to approving a new drug, the FDA typically requires that the efficacy of the drug be demonstrated in two double-blind, controlled studies. In light of the unmet medical need in metastatic melanoma, we believe we will be required to conduct only a single Phase 3 clinical trial of STA-4783. If the FDA requires us to conduct additional Phase 3 clinical trials of STA-4783 prior to seeking approval, we will incur significant additional development costs and commercialization of STA-4783 may be delayed.

If the current formulation and method of administering STA-4783 is not commercially feasible, we may not be able to commercialize STA-4783 without reformulation and conducting additional clinical trials.

To date, all of our clinical trials have been conducted using the free acid form of STA-4783, which we intend to continue to use in our clinical trials planned for 2007, as well as in our commercial product. Because this free acid form of STA-4783 is not water soluble, prior to administration, it must be dissolved in an organic solvent. In the recently completed Phase 2b clinical trial in metastatic melanoma, this was achieved by combining the STA-4783 with a volume of organic solvent included in the paclitaxel solution and agitating the resulting mixture with a sonication machine for up to 45 minutes. Once the STA-4783 was fully dissolved, the resulting solution was added to the remaining paclitaxel solution, and the combined STA-4783/paclitaxel solution was administered to the patient. We have improved the process for preparing the STA-4783 solution, such that STA-4783 can now be dissolved in the paclitaxel solution without sonication. We believe this improved procedure replicates the results of the prior sonication method and is suitable for preparing drug product for clinical trials and commercialization. We anticipate that this improved procedure will be used in the planned Phase 3 clinical trial for STA-4783 in metastatic melanoma and any Phase 2 clinical trials that we may initiate in additional cancer indications in 2007. Although we believe that this change in the procedure for dissolving STA-4783 prior to administration will not affect the efficacy or pharmaceutical properties of the treatment, we cannot assure you that the results of future trials will not be affected by this change in process. In addition, in order to use the free acid form of STA-4783 with other oncology products, including taxanes other than paclitaxel, it must be dissolved in an organic solvent, which may cause increased toxicity.

We have developed a water soluble salt form of STA-4783 that does not need to be dissolved in an organic solvent and therefore may be used more easily with other oncology products. We intend to explore the use of this new salt form of STA-4783 in future clinical trials in order to expand its potential use in combination with other chemotherapies, but it is also our intention to use the free acid form of STA-4783 in our clinical trials planned for 2007 as well as in our commercial product. If the free acid form does not prove to be commercially feasible and we are required to commercialize the salt form of STA-4783, it will require additional clinical studies and would delay the commercialization of this drug candidate.

While we believe STA-4783 may have applicability to a broad range of solid tumor cancers, including tumor types other than melanoma, our clinical trials of STA-4783 in non-small cell lung cancer and soft tissue sarcoma have shown negative or inconclusive results.

Based on our understanding of the mechanism of action and the preclinical activity we have seen with STA-4783, which included showing activity in a broad range of cancer types, we intend to conduct clinical trials of STA-4783 in a number of other cancer indications in addition to melanoma. In addition to our Phase 2b clinical trial in metastatic melanoma, we have also conducted Phase 2 clinical trials of STA-4783 in sarcoma and non-small cell lung cancer. The results of the soft tissue sarcoma clinical trial did not definitively establish evidence of clinical activity. In the non-small cell lung cancer clinical trial,

no improvement was observed in time-to-progression between combination treatment with STA-4783 and a standard first-line combination therapy. Although we are currently analyzing these data further to assess future development of STA-4783 in sarcoma and non-small cell lung cancer, including assessing the possibility for a potential future clinical trial in non-small cell lung cancer at a more frequent dosing schedule and higher dose than previously tested, there can be no assurances that we will continue the development of STA-4783 in these indications or that STA-4783 will prove effective in and be approved for treating these or other forms of cancer.

Because our drug candidates are in an early stage of development, there is a high risk of failure, and we may never succeed in developing marketable products or generating product revenue.

We have no drug candidates that have received regulatory approval for commercial sale. We do not expect to have any commercial products on the market until at least 2009, if at all. We are exploring human diseases at the cellular level and attempting to develop drug candidates that intervene with cellular processes. Drug development is an uncertain process that involves trial and error, and we may fail at numerous stages along the way. Success in preclinical studies of a drug candidate may not be predictive of similar results in humans during clinical trials, and successful results from early or small clinical trials of a drug candidate may not be replicated in later and larger clinical trials. For example, although preclinical data and Phase 2a clinical trial results suggested that apilimod had activity in psoriasis and Crohn's disease, our Phase 2b clinical trials of apilimod in those indications did not demonstrate clinical benefit. Accordingly, the results from preclinical studies and the completed and ongoing clinical trials for our drug candidates may not be predictive of the results we may obtain in later stage clinical trials.

If clinical trials for our drug candidates, including STA-4783 and apilimod, are prolonged or delayed, we may be unable to commercialize our drug candidates on a timely basis, which would require us to incur additional costs and delay our receipt of any revenue from potential product sales.

We cannot predict whether we will encounter problems with any of our completed, ongoing or planned clinical trials that will cause us or any regulatory authority to delay or suspend those clinical trials or delay the analysis of data derived from them. A number of events, including any of the following, could delay the completion of our ongoing and planned clinical trials and negatively impact our ability to obtain regulatory approval for, and to market and sell, a particular drug candidate, including our clinical drug candidates STA-4783 and apilimod:

- conditions imposed on us by the FDA or any foreign regulatory authority regarding the scope or design of our clinical trials, particularly with respect to the planned Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma;
- delays in obtaining, or our inability to obtain, required approvals from institutional review boards or other reviewing entities at clinical sites selected for participation in our clinical trials;
- insufficient supply or deficient quality of our drug candidates or other materials necessary to conduct our clinical trials;
- delays in obtaining regulatory agency agreement for the conduct of our clinical trials, including setting the primary endpoints or establishing the appropriate comparator treatment for our planned Phase 3 clinical trial of STA-4783 in metastatic melanoma;
- lower than anticipated enrollment and retention rate of subjects in clinical trials;
- negative or inconclusive results from clinical trials, or results that are inconsistent with earlier results, that necessitate additional clinical studies (for example, due to patient-to-patient pharmacokinetic variability);

- serious and unexpected drug-related side effects experienced by patients in clinical trials; or
- failure of our third-party contractors to comply with regulatory requirements or otherwise meet their contractual obligations to us in a timely manner.

Commercialization of our drug candidates may be delayed by the imposition of additional conditions on our clinical trials by the FDA or the requirement of additional supportive studies by the FDA. In addition, clinical trials require sufficient patient enrollment, which is a function of many factors, including the size of the patient population, the nature of the trial protocol, the proximity of patients to clinical sites, the availability of effective treatments for the relevant disease, the conduct of other clinical trials that compete for the same patients as our clinical trials, and the eligibility criteria for our clinical trials. For example, competing trials for melanoma treatments or the emergence of new approved therapies may make it more difficult to enroll patients in our Phase 3 clinical trial of STA-4783 for metastatic melanoma on the schedule currently planned. We are aware of other ongoing clinical trials of drug candidates for the treatment of metastatic melanoma, including Nexavar, Sutent, ipilimumab, and ticilimumab. Enrollment efforts and future results with respect to these trials could also adversely impact patient enrollment in our Phase 3 clinical trial. Although we have had satisfactory patient enrollment in our clinical trials to date, future delays in patient enrollment can result in increased costs and longer development times. Our failure to enroll patients in our clinical trials could delay the completion of the clinical trial beyond our current expectations. In addition, the FDA could require us to conduct clinical trials with a larger number of subjects than we have projected for any of our drug candidates. We may not be able to enroll a sufficient number of patients in a timely or cost-effective manner. Furthermore, enrolled patients may drop out of our clinical trials, which could impair the validity or statistical significance of the clinical trials.

We do not know whether our clinical trials will begin as planned, will need to be restructured, or will be completed on schedule, if at all. Delays in our clinical trials will result in increased development costs for our drug candidates. In addition, if our clinical trials are delayed, our competitors may be able to bring products to market before we do and the commercial viability of our drug candidates, including our drug candidates STA-4783 and apilimod, could be limited.

Failure to comply with foreign regulatory requirements governing human clinical trials and marketing approval for drugs could prevent us from selling our drug candidates in foreign markets, which may adversely affect our operating results and financial condition.

The requirements governing the conduct of clinical trials, product licensing, pricing, and reimbursement for marketing our drug candidates outside the United States vary greatly from country to country and may require additional testing. We have no experience in obtaining foreign regulatory approvals. We expect that our future clinical development of STA-4783 and apilimod will involve a number of clinical trials in foreign jurisdictions, particularly in Europe. The time required to obtain approvals outside the United States may differ from that required to obtain FDA approval. We may not obtain foreign regulatory approvals on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other countries or by the FDA. Failure to comply with these regulatory requirements or obtain required approvals could impair our ability to develop foreign markets for our drug candidates and may have a material adverse effect on our results of operations and financial condition.

Our drug candidates will remain subject to ongoing regulatory review even if they receive marketing approval, and if we fail to comply with continuing regulations, we could lose these approvals and the sale of any approved commercial products could be suspended.

Even if we receive regulatory approval to market a particular drug candidate, the manufacturing, labeling, packaging, adverse event reporting, storage, advertising, promotion, and record keeping related to the product will remain subject to extensive regulatory requirements. If we fail to comply with the regulatory requirements of the FDA and other applicable U.S. and foreign regulatory authorities or previously unknown problems with any approved commercial products, manufacturers, or manufacturing processes are discovered, we could be subject to administrative or judicially imposed sanctions, including:

- restrictions on the products, manufacturers, or manufacturing processes;
- untitled or warning letters;
- civil or criminal penalties;
- fines;
- injunctions;
- product seizures or detentions;
- import bans;
- voluntary or mandatory product recalls and related publicity requirements;
- suspension or withdrawal of regulatory approvals;
- total or partial suspension of production; and
- refusal to approve pending applications for marketing approval of new products or supplements to approved applications.

If side effects increase or are identified during the time our drug candidates are in development or after they are approved and on the market, we may be required to perform lengthy additional clinical trials, change the labeling of any such products, or withdraw any such products from the market, any of which would hinder or preclude our ability to generate revenues.

In our recently completed Phase 2b clinical trial of STA-4783 for metastatic melanoma there were four patients with possible or probable drug-related serious adverse events related to treatment with STA-4783. The first event involved a patient who developed lichenoid dermatitis, a severe rash-like condition, which was considered possibly related to treatment by the investigator. The second event involved a patient who experienced atrial fibrillation with rapid ventricular response. This event was also considered possibly related to treatment by the investigator. The third event involved an infection which, despite a normal absolute neutrophil count, or ANC, was considered possibly related to treatment by the investigator. The fourth event involved severe dehydration that was considered probably related to treatment by the investigator. If the incidence of these events increases or if other effects are identified after any of our drug candidates are approved and on the market:

- regulatory authorities may withdraw their approvals;
- we may be required to reformulate any such products, conduct additional clinical trials, make changes in labeling of any such products, or implement changes to or obtain new approvals of our or our contractors' manufacturing facilities;
- we may experience a significant drop in the sales of the affected products;

- our reputation in the marketplace may suffer; and
- we may become the target of lawsuits, including class action suits.

Any of these events could harm or prevent sales of the affected products or could substantially increase the costs and expenses of commercializing and marketing any such products.

We have also observed significant toxicities in preclinical animal studies of our preclinical drug candidate, STA-9090. As a result of these observed toxicities, we may need to begin our Phase 1 clinical trial at a sub-optimal starting dose, which may delay the completion of our Phase 1 clinical trial and the initiation of any future STA-9090 clinical trials. If significant toxicities occur at a clinical dose of STA-9090 which is not sufficiently efficacious, we may not be able to demonstrate an adequate therapeutic index to obtain regulatory approval for STA-9090.

While we chose to test our drug candidates in specific clinical indications based on our understanding of their mechanisms of action, our understanding may be incorrect or incomplete and, therefore, our drugs may not be effective against the diseases tested in our clinical trials.

Our rationale for selecting the particular therapeutic indications for each of our drug candidates is based on our understanding of the mechanism of action of these drug candidates. However, our understanding of the drug candidate's mechanism of action may be incomplete or incorrect, or the mechanism may not be clinically relevant to diseases treated. In such cases, our drug candidates may prove to be ineffective in the clinical trials for treating those diseases.

We deal with hazardous materials and must comply with environmental laws and regulations, which can be expensive and restrict how we do business.

Our activities involve the controlled storage, use, and disposal of hazardous materials, including cytotoxic agents, genotoxic agents, infectious agents, corrosive, explosive and flammable chemicals, and various radioactive compounds. We are subject to federal, state, and local laws and regulations governing the use, manufacture, storage, handling, and disposal of these hazardous materials. Although we believe that our safety procedures for the handling and disposing of these materials comply with the standards prescribed by these laws and regulations, we cannot eliminate the risk of accidental contamination or injury from these materials.

In the event of an accident, state or federal authorities may curtail our use of these materials, and we could be liable for any civil damages that result, which may exceed our financial resources and may seriously harm our business. We currently maintain insurance covering hazardous waste clean up costs in an amount of up to $250,000 per site. Because we believe that our laboratory and materials handling policies and practices sufficiently mitigate the likelihood of materials liability or third-party claims, we currently carry no insurance covering such claims. While we believe that the amount of insurance we carry is sufficient for typical risks regarding our handling of these materials, it may not be sufficient to cover pollution conditions or other extraordinary or unanticipated events. Additionally, an accident could damage, or force us to shut down, our operations. In addition, if we develop a manufacturing capacity, we may incur substantial costs to comply with environmental regulations and would be subject to the risk of accidental contamination or injury from the use of hazardous materials in our manufacturing process.

Risks Related to Our Dependence on Third Parties

We rely on third parties to conduct our clinical trials, and those third parties may not perform satisfactorily, including failing to meet established deadlines for the completion of such clinical trials.

We do not have the ability to independently conduct clinical trials for our drug candidates, and we rely on third parties such as contract research organizations, medical institutions, and clinical

investigators to perform this function. Our reliance on these third parties for clinical development activities reduces our control over these activities. Furthermore, these third parties may also have relationships with other entities, some of which may be our competitors. To date, our contract research organizations and other similar entities with which we are working have performed well; however, if these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may be delayed in obtaining regulatory approvals for our drug candidates and may be delayed in our efforts to successfully commercialize our drug candidates for targeted diseases.

We have no manufacturing capacity and depend on third-party manufacturers to produce our clinical trial drug supplies.

We do not currently operate manufacturing facilities for clinical or commercial production of STA-4783 or apilimod, or any of our preclinical drug candidates. We have limited experience in drug manufacturing, and we lack the resources and the capabilities to manufacture any of our drug candidates on a clinical or commercial scale. As a result, we currently rely on third-party manufacturers to supply, store, and distribute drug supplies for our clinical trials and anticipate future reliance on a limited number of third-party manufacturers until we increase the number of manufacturers with whom we contract. Any performance failure on the part of our existing or future manufacturers could delay clinical development or regulatory approval of our drug candidates or commercialization of any approved products, producing additional losses and depriving us of potential product revenue. For example, we have recently engaged two new contract manufacturers to produce the active pharmaceutical ingredient, or API, of STA-4783 for use in our Phase 3 clinical trial for metastatic melanoma. To date, these manufacturers have only produced pilot batches of STA-4783 API, and there can be no assurances that they will be able to produce STA-4783 API in the quantities and to the specifications needed for our clinical trials.

Our drug candidates require precise, high quality manufacturing. Failure by our contract manufacturers to achieve and maintain high manufacturing standards could result in patient injury or death, product recalls or withdrawals, delays or failures in testing or delivery, cost overruns, or other problems that could seriously hurt our business. Contract manufacturers may encounter difficulties involving production yields, quality control, and quality assurance. These manufacturers are subject to ongoing periodic unannounced inspection by the FDA and corresponding state and foreign agencies to ensure strict compliance with current Good Manufacturing Practice, or cGMP, and other applicable government regulations and corresponding foreign standards; however, we do not have control over third-party manufacturers' compliance with these regulations and standards.

If for some reason our contract manufacturers cannot perform as agreed, we may be unable to replace such third-party manufacturers in a timely manner and the production of our drug candidates would be interrupted, resulting in delays in clinical trials and additional costs. Switching manufacturers may be difficult because the number of potential manufacturers is limited and the FDA must approve any replacement manufacturer prior to manufacturing our drug candidates. Such approval would require new testing and compliance inspections. In addition, a new manufacturer would have to be educated in, or develop substantially equivalent processes for, production of our drug candidates after receipt of FDA approval. It may be difficult or impossible for us to find a replacement manufacturer on acceptable terms quickly, or at all.

In late 2004, we observed granules in some of the capsules of apilimod manufactured by the third-party contractor used in our Phase 2 Crohn's disease and psoriasis clinical trials. We conducted analytical testing and animal studies of the capsules containing the granules and determined that the granules consisted of the API of apilimod rather than impurities. Based on these studies, we believe that the capsules containing the granules were comparable to the capsules without the granules, including with respect to pharmacokinetics and expected absorption in patients. We do not believe that this had any adverse effect on our clinical trials, but we cannot assure you that it did not. We submitted

a summary of our findings from the preclinical studies on this issue to the FDA, and the FDA requested the data from these studies that support these findings. We provided these data to the FDA in early February 2005. We have received no further inquiry from the FDA and do not know whether the FDA will require additional information or require that corrective action be taken. Since the identification of these granules, we have performed a comprehensive investigation and believe we identified the cause of the granule formation. We have made improvements to the manufacturing process, and thereafter, no granules have been observed in subsequent batches. Although in our current Phase 2a clinical trials of STA-4783 in rheumatoid arthritis and CVID we are using a mesylate tablet form of STA-4783, if we decide to use the capsule formulation of apilimod in the future, we do not expect any delay in the clinical development of apilimod due to this issue, but we cannot assure you that no such delay will occur.

We intend to use a single manufacturer for the supply of STA-4783 drug product for our planned Phase 3 clinical trial and potentially, for commercial supply, and the failure of this manufacturer to supply sufficient quantities of STA-4783 drug product could have a material adverse effect on our business.

We intend to use a single manufacturer for the supply of STA-4783 drug product for our planned Phase 3 clinical trial and potentially, for commercial supply, if approved. This process involves highly specialized processing, including the automated filling of vials with STA-4783 under sterile conditions. We believe that this manufacturer may be one of a limited number of third-party contract manufacturers currently capable of conducting this process on our behalf. To date, this third-party manufacturer has verbally agreed and provided a term sheet to meet our manufacturing requirements for the planned Phase 3 clinical trial of STA-4783 for metastatic melanoma and additional Phase 2 clinical trials of STA-4783 for other cancer indications. Although we are currently in discussions with this manufacturer regarding a contract for the supply of STA-4783 for clinical trials and potentially, for commercial supply, there can be no assurances that we will be able to enter into a contract with it on acceptable terms, if at all. Any performance failure on the part of this manufacturer or the failure to enter into a contract with this manufacturer could delay clinical development, regulatory approval or commercialization of STA-4783, which could have a material adverse effect on our business. Moreover, although we believe we have identified a suitable backup drug product manufacturer for STA-4783, we do not have an agreement with this manufacturer and there can be no assurance that we will be able to enter into such an agreement on favorable terms, if at all.

We anticipate continued reliance on third-party manufacturers if we are successful in obtaining marketing approval from the FDA and other regulatory agencies for any of our drug candidates.

To date, our drug candidates have been manufactured in small quantities for preclinical testing and clinical trials by third-party manufacturers. If the FDA or other regulatory agencies approve any of our drug candidates for commercial sale, we expect that we would continue to rely, at least initially, on third-party manufacturers to produce commercial quantities of our approved drug candidates. These manufacturers may not be able to successfully increase the manufacturing capacity for any of our approved drug candidates in a timely or economic manner, or at all. Significant scale-up of manufacturing may require additional validation studies, which the FDA must review and approve. If they are unable to successfully increase the manufacturing capacity for a drug candidate, particularly STA-4783, or we are unable to establish our own manufacturing capabilities, the commercial launch of any approved products may be delayed or there may be a shortage in supply.

If we do not establish collaborations, we may have to alter our development plans.

Our drug development programs and potential commercialization of our drug candidates will require substantial additional cash to fund expenses. Our strategy includes potentially selectively collaborating with leading pharmaceutical and biotechnology companies to assist us in furthering

development and potential commercialization of some of our drug candidates. Although we are not currently a party to any such collaboration, we may enter into one or more of such collaborations in the future, especially for target indications in which the potential collaborator has particular therapeutic expertise or that involve a large, primary care market that must be served by large sales and marketing organizations or for markets outside of North America. We face significant competition in seeking appropriate collaborators and these collaborations are complex and time-consuming to negotiate and document. We may not be able to negotiate collaborations on acceptable terms, or at all. If that were to occur, we may have to curtail the development of a particular drug candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of our sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to increase our expenditures to fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms, or at all. If we do not have sufficient funds, we will not be able to bring our drug candidates to market and generate product revenue.

If we are unable to establish sales and marketing capabilities or enter into agreements with third parties to market and sell our drug candidates, we may be unable to generate product revenue.

We do not currently have an organization for the sales, marketing, and distribution of pharmaceutical products. In order to market any products that may be approved by the FDA, we must build our sales, marketing, managerial, and other non-technical capabilities or make arrangements with third parties to perform these services. If we are unable to establish adequate sales, marketing, and distribution capabilities, whether independently or with third parties, we may not be able to generate product revenue and may not become profitable.

Risks Related to Our Intellectual Property

If our patent position does not adequately protect our drug candidates or any future products, others could compete against us more directly, which would harm our business.

As of December 31, 2006, our patent portfolio included a total of 513 patents and patent applications worldwide with claims covering the composition-of-matter and methods of use for both of our clinical stage compounds. We own or license a total of 23 issued U.S. patents and 112 U.S. patent applications, as well as 378 foreign patents and patent applications. We have issued U.S. composition-of-matter patents claiming the chemical structures of STA-4783 and apilimod.

Our commercial success will depend in part on our ability to obtain additional patents and protect our existing patent position as well as our ability to maintain adequate protection of other intellectual property for our technologies, drug candidates, and any future products in the United States and other countries. If we do not adequately protect our intellectual property, competitors may be able to use our technologies and erode or negate any competitive advantage we may have, which could harm our business and ability to achieve profitability. The laws of some foreign countries do not protect our proprietary rights to the same extent as the laws of the United States, and we may encounter significant problems in protecting our proprietary rights in these countries.

The patent positions of biotechnology and pharmaceutical companies, including our patent position, involve complex legal and factual questions, and, therefore, validity and enforceability cannot be predicted with certainty. Patents may be challenged, deemed unenforceable, invalidated, or circumvented. We will be able to protect our proprietary rights from unauthorized use by third parties only to the extent that our proprietary technologies, drug candidates, and any future products are covered by valid and enforceable patents or are effectively maintained as trade secrets.

In addition, although we do not believe that any of the patents or patent applications that we currently license are material to our business, we may in the future license intellectual property that is material to us. In such cases, we may be dependent upon the licensors to obtain, maintain and enforce patent protection for the licensed intellectual property. These licensors may not successfully prosecute patent applications or may fail to maintain issued patents. The licensors may also determine not to pursue litigation against other companies that infringe the patents, or may pursue such litigation less aggressively than we would. If any of the foregoing occurs, and the terms of any such future license do not allow us to assume control of patent prosecution, maintenance and enforcement, any competitive advantage we may have due to the license may be diminished or eliminated.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- we or our licensors were the first to make the inventions covered by each of our pending patent applications;
- we or our licensors were the first to file patent applications for these inventions;
- others will not independently develop similar or alternative technologies or duplicate any of our technologies;
- any of our or our licensors' pending patent applications will result in issued patents;
- any of our or our licensors' patents will be valid or enforceable;
- any patents issued to us or our licensors and collaborators will provide a basis for commercially viable products, will provide us with any competitive advantages or will not be challenged by third parties;
- we will develop additional proprietary technologies or drug candidates that are patentable; or
- the patents of others will not have an adverse effect on our business.

We typically file for patent protection first on the composition-of-matter of our drug candidates and also claim their activities and methods for their production and use to the extent known at that time. As we learn more about the mechanisms of action and new methods of manufacture and use of these drug candidates, we generally file additional patent applications for these new inventions. Although our patents may prevent others from making, using, or selling similar products, they do not ensure that we will not infringe the patent rights of third parties. For example, because we sometimes identify the mechanism of action or molecular target of a given drug candidate after identifying its composition-of-matter and therapeutic use, we may not be aware until the mechanism or target is further elucidated that a third party has an issued or pending patent claiming biological activities or targets that may cover our drug candidate. If such a patent exists or is granted in the future, we cannot provide assurances that a license will be available on commercially reasonable terms, or at all.

We may be unable to adequately prevent disclosure of trade secrets and other proprietary information.

We rely on trade secrets to protect our proprietary technologies, especially where we do not believe patent protection is appropriate or obtainable. However, trade secrets are difficult to protect. We rely in part on confidentiality agreements with our employees, consultants, outside scientific collaborators, sponsored researchers, and other advisors to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and proprietary information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

Litigation or other proceedings or third-party claims of intellectual property infringement would require us to spend time and money and could prevent us from developing or commercializing our drug candidates.

Our commercial success will depend in part on not infringing upon the patents and proprietary rights of other parties and enforcing our own patents and proprietary rights against others. Certain of our research and development programs are in highly competitive fields in which numerous third parties have issued patents and patent applications with claims closely related to the subject matter of our programs. We are not currently aware of any litigation or other proceedings or claims by third parties that our drug candidates, technologies or methods infringe their intellectual property.

However, while it is our practice to conduct freedom to operate searches and analyses, we cannot guarantee that we have identified every patent or patent application that may be relevant to the research, development or commercialization of our drug candidates. Moreover, we cannot assure you that third parties will not assert against us patents that we believe are not infringed by us or are invalid. For example, we are aware of a U.S. patent and a related European patent that claim generic chemical structures, pharmaceutical formulations and methods of treatment relating to compounds similar to STA-9090 and a U.S. patent that claims methods of treating certain cancers using Hsp90 inhibitors. These claims of these patents may be relevant to the commercialization of our drug candidate, STA-9090. However, based on our analysis of these patents, we do not believe that the manufacture, use, importation or sale of STA-9090 would infringe any valid claim of these U.S. patents. However, we cannot guarantee that these patents would not be asserted against us and, if asserted, that a court would find these patents to be invalid or not infringed.

In the event of a successful infringement action against us with respect to any third party patent rights, we may be required to:

- pay substantial damages;
- stop developing, commercializing, and selling the infringing drug candidates or approved products;
- stop utilizing the infringing technologies and methods in our drug candidates or approved products;
- develop non-infringing products, technologies, and methods; and
- obtain one or more licenses from other parties, which could result in our paying substantial royalties or our granting of cross licenses to our technologies.

We may not be able to obtain licenses from other parties at a reasonable cost, or at all. If we are not able to obtain necessary licenses at a reasonable cost, or at all, we could encounter substantial delays in product introductions while we attempt to develop alternative technologies, methods, and products, which we may not be able to accomplish. Although third parties may challenge our rights to, or the scope or validity of our patents, to date, we have not received any communications from third parties challenging our patents or patent applications covering our drug candidates.

We may be subject to claims that we have wrongfully hired an employee from a competitor or that we or our employees have wrongfully used or disclosed alleged confidential information or trade secrets of their former employers.

As is commonplace in our industry, we employ individuals who were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although no claims against us are currently pending, we have previously been subject to a claim by an alleged competitor that a prospective employee we sought to hire was bound by an ongoing non-competition obligation which prevented us from hiring this employee. We may be subject in the future to claims that our employees or prospective employees are subject to a continuing obligation to

their former employers (such as non-competition or non-solicitation obligations) or claims that our employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

Risks Related to the Commercialization of Our Drug Candidates

If physicians and patients do not accept our future products or if the markets for indications for which any drug candidate is approved is smaller than expected, we may be unable to generate significant revenue, if any.

Even if STA-4783, apilimod, STA-9090, or any other drug candidates we may develop or acquire in the future obtain regulatory approval, they may not gain market acceptance among physicians, healthcare payors, patients, and the medical community. Physicians may elect not to recommend these drugs for a variety of reasons including:

- timing of market introduction of competitive products, including other melanoma treatments, currently in development (such as Nexavar, Sutent, ispinesib, ipilimumab, ticilimumab, volociximab, M-Vax and MDX-1379, as well as forms of chemotherapy);
- demonstration of clinical safety and efficacy compared to other products;
- cost-effectiveness;
- availability of reimbursement from managed care plans and other third-party payors;
- convenience and ease of administration;
- prevalence and severity of adverse side effects;
- other potential advantages of alternative treatment methods; and
- ineffective marketing and distribution support of our products.

If our approved drugs fail to achieve market acceptance, we may not be able to generate significant revenue and our business would suffer.

In addition, we intend to initiate a Phase 3 clinical trial for our most advanced clinical-stage candidate, STA-4783, in patients with stage IV metastatic melanoma in 2007. We currently estimate that there are relatively few people with metastatic melanoma in the United States. Even if we are successful in obtaining regulatory approval to market STA-4783 for this indication, the market for this indication may not be sufficient to generate significant revenue and our business would suffer.

If the government and third-party payors fail to provide adequate coverage and reimbursement rates for our future products, if any, our revenue and prospects for profitability will be harmed.

In both domestic and foreign markets, our sales of any future products will depend in part upon the availability of reimbursement from third-party payors. Such third-party payors include government health programs such as Medicare, managed care providers, private health insurers, and other organizations. These third-party payors are increasingly attempting to contain healthcare costs by demanding price discounts or rebates and limiting both coverage and the amounts that they will pay for new drugs, and, as a result, they may not cover or provide adequate payment for our drugs. We might need to conduct post-marketing studies in order to demonstrate the cost-effectiveness of any future products to such payors' satisfaction. Such studies might require us to commit a significant amount of management time and financial and other resources. Our future products might not ultimately be considered cost-effective. Adequate third-party reimbursement might not be available to enable us to maintain price levels sufficient to realize an appropriate return on investment in product development.

U.S. and foreign governments continue to propose and pass legislation designed to reduce the cost of healthcare. For example, in some foreign markets, the government controls the pricing and profitability of prescription pharmaceuticals. In the United States, we expect that there will continue to be federal and state proposals to implement similar governmental controls. In addition, recent changes in the Medicare program and increasing emphasis on managed care in the United States will continue to put pressure on pharmaceutical product pricing. Cost control initiatives could decrease the price that we would receive for any products in the future, which would limit our revenue and profitability. Accordingly, legislation and regulations affecting the pricing of pharmaceuticals might change before our drug candidates are approved for marketing. Adoption of such legislation could further limit reimbursement for pharmaceuticals.

For example, the Medicare Prescription Drug Improvement and Modernization Act of 2003, or MMA, changes the way Medicare will cover and pay for pharmaceutical products. The legislation expanded Medicare coverage for drug purchases by the elderly and disabled and introduced new reimbursement methodologies, based on average sales prices for drugs that are administered in an in-patient setting or by physicians, such as STA-4783, if approved. In addition, this legislation provides authority for limiting the number of drugs that will be covered in any therapeutic class. Although we do not know what the full impact of the new reimbursement methodologies will have on the prices of new drugs, we expect that there will be added pressure to contain and reduce costs. These cost reduction initiatives and other provisions of this legislation could decrease the coverage and price that we receive for any approved products and could seriously harm our business. While the MMA applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates, and any reduction in reimbursement that results from the MMA may result in a similar reduction in payments from private payors.

If a successful product liability claim or series of claims is brought against us for uninsured liabilities or in excess of insured liabilities, we could be forced to pay substantial damage awards.

The use of any of our drug candidates in clinical trials, and the sale of any approved products, might expose us to product liability claims. We currently maintain product liability insurance coverage in an amount of up to $10.0 million, which we believe is adequate for our clinical trials currently in progress. We monitor the amount of coverage we maintain as the size and design of our clinical trials evolve and intend to adjust the amount of coverage we maintain accordingly. However, we cannot assure you that such insurance coverage will fully protect us against some or all of the claims to which we might become subject. We might not be able to maintain adequate insurance coverage at a reasonable cost or in sufficient amounts or scope to protect us against potential losses. In the event a claim is brought against us, we might be required to pay legal and other expenses to defend the claim, as well as uncovered damages awards resulting from a claim brought successfully against us. Furthermore, whether or not we are ultimately successful in defending any such claims, we might be required to direct financial and managerial resources to such defense and adverse publicity could result, all of which could harm our business.

If we inadvertently violate the guidelines pertaining to promotion and advertising of our clinical candidates or approved products, we may be subject to disciplinary action by the FDA's Division of Drug Marketing, Advertising, and Communications or other regulatory bodies.

The FDA's Division of Drug Marketing, Advertising, and Communications, or DDMAC, is responsible for reviewing prescription drug advertising and promotional labeling to ensure that the information contained in these materials is not false or misleading. There are specific disclosure requirements and the applicable regulations mandate that advertisements cannot be false or misleading or omit material facts about the product. Prescription drug promotional materials must present a fair

balance between the drug's effectiveness and the risks associated with its use. Most warning letters from DDMAC cite inadequate disclosure of risk information.

DDMAC prioritizes its actions based on the degree of risk to the public health, and often focuses on newly introduced drugs and those associated with significant health risks. There are two types of letters that DDMAC typically sends to companies which violate its drug advertising and promotional guidelines: notice of violation letters, or untitled letters, and warning letters. In the case of an untitled letter, DDMAC typically alerts the drug company of the violation and issues a directive to refrain from future violations, but does not typically demand other corrective action. A warning letter is typically issued in cases that are more serious or where the company is a repeat offender. Although we have not received any such letters from DDMAC, we may inadvertently violate DDMAC's guidelines in the future and be subject to a DDMAC untitled letter or warning letter, which may have a negative impact on our business.

Risks Related to Our Industry

We may not be able to keep up with the rapid technological change in the biotechnology and pharmaceutical industries, which could make any future approved products obsolete and reduce our revenue.

Biotechnology and related pharmaceutical technologies have undergone and continue to be subject to rapid and significant change. Our future will depend in large part on our ability to maintain a competitive position with respect to these technologies. Our competitors may render our technologies obsolete by advances in existing technological approaches or the development of new or different approaches, potentially eliminating the advantages in our drug discovery process that we believe we derive from our research approach and proprietary technologies. In addition, any future products that we develop, including our clinical drug candidates, STA-4783 and apilimod, and our preclinical drug candidates, STA-9090 and STA-9584, may become obsolete before we recover expenses incurred in developing those products, which may require that we raise additional funds to continue our operations.

Our market is subject to intense competition. If we are unable to compete effectively, our drug candidates may be rendered noncompetitive or obsolete.

We are engaged in segments of the pharmaceutical industry that are highly competitive and rapidly changing. Many large pharmaceutical and biotechnology companies, academic institutions, governmental agencies, and other public and private research organizations are pursuing the development of novel drugs that target cancer and chronic inflammatory diseases. We face, and expect to continue to face, intense and increasing competition as new products enter the market and advanced technologies become available. In addition to currently approved drugs, there are a significant number of drugs that are currently under development and may become available in the future for the treatment of cancer and chronic inflammatory diseases. We would expect STA-4783 and apilimod to compete with approved drugs and drug candidates currently under development, including the following:

- *STA-4783.* If approved, we would expect STA-4783 to compete with currently approved drugs for the treatment of metastatic melanoma, including dacarbazine/DTIC marketed by Bayer, and generic versions thereof, the injectable protein interleukin 2, or IL-2, marketed by Chiron, and the injectable protein interferon alfa-2b, marketed by Schering-Plough. STA-4783 may also compete with drug candidates currently in clinical development by other companies, including: (1) kinase inhibitors such as Nexavar, being developed by Bayer and Onyx, Sutent, being developed by Pfizer, and ispinesib, being developed by Cytokinetics and GlaxoSmithKline; (2) the anti-CTLA-4 monoclonal antibodies, ipilimumab and ticilimumab; (3) the anti-integrin volociximab; (4) cancer vaccines such as M-Vax and MDX-1379; and (5) derivatives, analogs, or

reformulations of known chemotherapies, such as Abraxane, or other cytotoxic chemotherapies. In addition, STA-4783 may compete against drugs not currently approved for the treatment of metastatic melanoma, but which are commonly used "off-label" to treat this disease, such as taxanes, temozolomide, vincristine, carmustine, melphalan, and platinum-chemotherapeutics, such as cisplatin and carboplatin.

- *Apilimod.* If approved, we would expect apilimod to compete with other treatments of chronic inflammatory diseases, including (1) large-molecule, injectable TNFα antagonists, such as Remicade, marketed by Johnson & Johnson, Enbrel, marketed by Amgen and Wyeth Pharmaceuticals, and Humira, marketed by Abbott Laboratories, (2) broadly immunosuppressive small molecule agents, including corticosteroids, methotrexate, and azathioprine, and (3) CNTO-1275 and ABT-874, two injectable antibody-based clinical candidates targeting IL-12 currently in clinical trials that are being developed by Johnson & Johnson and Abbott Laboratories, respectively.

- *STA-9090.* If approved, we would expect STA-9090 to compete with the currently approved therapies for the treatment of cancers, and other cancer treatments currently under development, including 17-AAG, being developed by Kosan, and other agents that inhibit Hsp90, including Hsp90 inhibitors being developed by Medimmune/Infinity, BiogenIdec, and Novartis/Vernalis.

- *STA-9584.* If approved, we would expect STA-9584 to compete with the currently approved therapies for the treatment of cancers, and other cancer treatments currently under development, including other vascular disrupting agents, such as ABT-751, being developed by Abbott; AS1404, being developed by Antisoma, CA4P, being developed by Oxigene, EXEL-0999, being developed by Exelixis, and ZD6126, being developed by Angiogene.

Many of our competitors have:

- significantly greater financial, technical and human resources than we have and may be better equipped to discover, develop, manufacture and commercialize drug candidates;

- more extensive experience in preclinical testing and clinical trials, obtaining regulatory approvals and manufacturing and marketing pharmaceutical products;

- drug candidates that have been approved or are in late-stage clinical development; and/or

- collaborative arrangements in our target markets with leading companies and research institutions.

Competitive products may render our products obsolete or noncompetitive before we can recover the expenses of developing and commercializing our drug candidates. Furthermore, the development of new treatment methods and/or the widespread adoption or increased utilization of any vaccine for the diseases we are targeting could render our drug candidates noncompetitive, obsolete or uneconomical. If we successfully develop and obtain approval for our drug candidates, we will face competition based on the safety and effectiveness of our drug candidates, the timing of their entry into the market in relation to competitive products in development, the availability and cost of supply, marketing and sales capabilities, reimbursement coverage, price, patent position and other factors. If we successfully develop drug candidates but those drug candidates do not achieve and maintain market acceptance, our business will not be successful.

Risks Related to Employee Matters and Managing Growth

Our future success depends on our ability to retain our chief executive officer and other key executives and to attract, retain, and motivate qualified personnel.

We are highly dependent on Safi R. Bahcall, Ph.D., our President and Chief Executive Officer, and the other principal members of our executive and scientific teams listed under "Management" on page 97. All of the agreements with these principal members of our executive and scientific teams provide that employment is at-will and may be terminated by the employee at any time and without notice. Although we do not have any reason to believe that we may lose the services of any of these persons in the foreseeable future, the loss of the services of any of these persons might impede the achievement of our research, development, and commercialization objectives. Recruiting and retaining qualified scientific personnel and possibly sales and marketing personnel will also be critical to our success. We may not be able to attract and retain these personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific personnel from universities and research institutions. We do not maintain "key person" insurance on any of our employees. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us.

We expect to expand our development, clinical research, and marketing capabilities, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.

We expect to experience significant growth in the number of our employees and the scope of our operations. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational, and financial systems, expand our facilities, and continue to recruit and train additional qualified personnel. Due to our limited resources, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The physical expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

If we make strategic acquisitions, we will incur a variety of costs and might never realize the anticipated benefits.

All of our acquisitions to date have been of related parties. Accordingly, we have very limited experience in independently identifying acquisition candidates and integrating the operations of truly independent acquisition candidates with our company. Currently we are not a party to any acquisition agreements, nor do we have any understanding or commitment with respect to any such acquisition. If appropriate opportunities become available, however, we might attempt to acquire approved products, additional drug candidates, or businesses that we believe are a strategic fit with our business. If we pursue any transaction of that sort, the process of negotiating the acquisition and integrating an acquired product, drug candidate, or business might result in operating difficulties and expenditures and might require significant management attention that would otherwise be available for ongoing development of our business, whether or not any such transaction is ever consummated. Moreover, we might never realize the anticipated benefits of any acquisition. Future acquisitions could result in potentially dilutive issuances of equity securities, the incurrence of debt, contingent liabilities, or impairment expenses related to goodwill, and impairment or amortization expenses related to other intangible assets, which could harm our financial condition.

Risks Related to Our Common Stock and this Offering

Our stock price is likely to be volatile and the market price of our common stock after this offering may drop below the price you pay.

You should consider an investment in our common stock as risky and invest only if you can withstand a significant loss and wide fluctuations in the market value of your investment. Prior to this offering, there was not a public market for our common stock. We will negotiate and determine the initial public offering price with the representatives of the underwriters based on several factors. This price may vary from the market price of our common stock after this offering. You may be unable to sell your shares of common stock at or above the initial offering price due to fluctuations in the market price of our common stock arising from changes in our operating performance or prospects. In addition, the stock market has recently experienced significant volatility, particularly with respect to pharmaceutical, biotechnology, and other life sciences company stocks. The volatility of pharmaceutical, biotechnology, and other life sciences company stocks often does not relate to the operating performance of the companies represented by the stock. Some of the factors that may cause the market price of our common stock to fluctuate include:

- plans for, progress in, and results from our planned Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma or any other future clinical trials of STA-4783 we may initiate;
- results of our current Phase 2a or any future clinical trials of apilimod we may initiate;
- results of clinical trials conducted by others on drugs that would compete with our drug candidates;
- failure or delays in advancing STA-9090, STA-9584 or our CRAC ion channel inhibitor program, or other drug candidates we may discover or acquire in the future, into clinical trials;
- failure or discontinuation of any of our research programs;
- issues in manufacturing our drug candidates or approved products;
- regulatory developments or enforcement in the United States and foreign countries;
- developments or disputes concerning patents or other proprietary rights;
- introduction of technological innovations or new commercial products by us or our competitors;
- changes in estimates or recommendations by securities analysts, if any cover our common stock;
- public concern over our drug candidates or any approved products;
- litigation;
- future sales of our common stock;
- general market conditions;
- changes in the structure of healthcare payment systems;
- failure of any of our drug candidates, if approved, to achieve commercial success;
- economic and other external factors or other disasters or crises;
- period-to-period fluctuations in our financial results; and
- overall fluctuations in U.S. equity markets.

These and other external factors may cause the market price and demand for our common stock to fluctuate substantially, which may limit or prevent investors from readily selling their shares of common stock and may otherwise negatively affect the liquidity of our common stock. In addition, in

the past, when the market price of a stock has been volatile, holders of that stock have instituted securities class action litigation against the company that issued the stock. If any of our stockholders brought a lawsuit against us, we could incur substantial costs defending the lawsuit. Such a lawsuit could also divert the time and attention of our management.

There may not be an active, liquid trading market for our common stock.

There is currently no established trading market for our common stock. There is no guarantee that an active trading market for our common stock will develop and be maintained after this offering on the Nasdaq Global Market or any other exchange. If a trading market does not develop or is not maintained, you may experience difficulty in reselling, or an inability to sell, your shares quickly or at the latest market price.

Insiders will continue to have substantial control over us which could delay or prevent a change in corporate control or result in the entrenchment of management and/or the board of directors.

After this offering, our directors, executive officers and principal stockholders, together with their affiliates and related persons, will beneficially own, in the aggregate, approximately % of our outstanding common stock. As a result, these stockholders, if acting together, may have the ability to determine the outcome of matters submitted to our stockholders for approval, including the election and removal of directors and any merger, consolidation, or sale of all or substantially all of our assets. In addition, these persons, acting together, may have the ability to control the management and affairs of our company. Accordingly, this concentration of ownership may harm the market price of our common stock by:

- delaying, deferring, or preventing a change in control;
- entrenching our management and/or the board of directors;
- impeding a merger, consolidation, takeover, or other business combination involving us; or
- discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of us.

Future sales of common stock by our existing stockholders may cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. After this offering, we will have outstanding shares of common stock based on the number of shares outstanding as of . This includes the shares that we are selling in this offering, which may be resold in the public market immediately. The remaining shares are currently restricted as a result of securities laws or lock-up agreements but will be able to be sold in the near future as set forth below.

Number of Shares	Date Available for Sale Into the Public Market
	On the date of this prospectus.
	After 180 days* from the date of this prospectus (subject, in some cases, to volume limitations).
	At various times after 180 days* from the date of this prospectus (subject, in some cases, to volume limitations).

* 180 days corresponds to the end of the lock-up period described in "Shares Eligible for Future Sale—Lock-Up Agreements" on page 145. This lock-up period may be extended under certain circumstances as described in that section.

Moreover, beginning after the lock-up period described in "Shares Eligible for Future Sale—Lock-Up Agreements" expires, the holders of shares of our common stock and 1,300,000 shares of our common stock issuable upon the exercise of options will have rights, subject to some conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We also intend to register all shares of common stock that we may issue under our stock plans. For additional information, see "Shares Eligible for Future Sale" beginning on page 144.

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

Management will retain broad discretion over the use of the net proceeds from this offering. Stockholders may not agree with such uses, and our use of the proceeds may not yield a significant return or any return at all for our stockholders. The failure by our management to apply these funds effectively could have a material adverse effect on our business.

We intend to use the proceeds from this offering for clinical trials, preclinical testing and other research and development activities, and general and administrative expenses, working capital needs, and other general corporate purposes. Because of the number and variability of factors that will determine our use of the proceeds from this offering, their ultimate use may vary substantially from their currently intended use. For a further description of our intended use of the proceeds of the offering, see "Use of Proceeds" beginning on page 35.

Provisions of our charter, bylaws, and Delaware law may make an acquisition of us or a change in our management more difficult.

Certain provisions of our restated certificate of incorporation and restated bylaws that will be in effect upon the completion of this offering could discourage, delay, or prevent a merger, acquisition, or other change in control that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. Stockholders who wish to participate in these transactions may not have the opportunity to do so. Furthermore, these provisions could prevent or frustrate attempts by our stockholders to replace or remove our management. These provisions:

- allow the authorized number of directors to be changed only by resolution of our board of directors;
- establish a classified board of directors, providing that not all members of the board be elected at one time;
- authorize our board of directors to issue without stockholder approval blank check preferred stock that, if issued, could operate as a "poison pill" to dilute the stock ownership of a potential hostile acquirer to prevent an acquisition that is not approved by our board of directors;

- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit stockholder action by written consent;

- establish advance notice requirements for stockholder nominations to our board of directors or for stockholder proposals that can be acted on at stockholder meetings;

- limit who may call stockholder meetings; and

- require the approval of the holders of 80% of the outstanding shares of our capital stock entitled to vote in order to amend certain provisions of our restated certificate of incorporation and restated bylaws.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which may, unless certain criteria are met, prohibit large stockholders, in particular those owning 15% or more of our outstanding voting stock, from merging or combining with us for a prescribed period of time.

We do not anticipate paying cash dividends, and accordingly, stockholders must rely on stock appreciation for any return on their investment.

We currently intend to retain our future earnings, if any, to fund the development and growth of our business. As a result, capital appreciation, if any, of our common stock will be your sole source of gain on your investment for the foreseeable future.

Investors in this offering will pay a much higher price than the book value of our common stock and therefore you will incur immediate and substantial dilution of your investment.

If you purchase common stock in this offering, you will incur immediate and substantial dilution of $ per share, representing the difference between our pro forma net tangible book value per share after giving effect to this offering at an assumed initial public offering price of $ per share. In addition, investors purchasing common stock in this offering will contribute approximately % of the total amount invested by stockholders since inception, but will only own approximately % of the shares of common stock outstanding. In the past, we issued options to acquire common stock at prices significantly below the assumed initial public offering price. To the extent these outstanding options are ultimately exercised, you will sustain further dilution.

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements. The forward-looking statements are contained principally in the sections entitled "Prospectus Summary," "Risk Factors," "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations," and "Business." These statements involve known and unknown risks, uncertainties, and other factors which may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. Forward-looking statements include statements about:

- the anticipated progress of our research, development, and clinical programs, including the timing of current and future clinical trials;
- our ability to market, commercialize, and achieve market acceptance for our drug candidates that we may develop or acquire;
- our anticipated use of the proceeds of this offering; and
- estimates regarding the sufficiency of our cash resources.

In some cases, you can identify forward-looking statements by terms such as "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," "would," and similar expressions intended to identify forward-looking statements. Forward-looking statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. We discuss many of these risks in this prospectus in greater detail under the heading "Risk Factors" beginning on page 10. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Also, forward-looking statements represent our estimates and assumptions only as of the date of this prospectus. You should read this prospectus and the documents that we have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect.

Except as required by law, we assume no obligation to update any forward-looking statements publicly or to update the reasons actual results could differ materially from those anticipated in any forward-looking statements, even if new information becomes available in the future.

USE OF PROCEEDS

We estimate that our net proceeds from the sale of shares of our common stock in this offering will be approximately $ million, or approximately $ million if the underwriters exercise their over-allotment option in full, assuming an initial public offering price of $ per share and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) the net proceeds to us from this offering by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The principal purposes of this offering are to obtain additional working capital to fund anticipated operating losses, establish a public market for our common stock, and facilitate future access to the public markets. We estimate that we will use the proceeds of this offering as follows:

- approximately $ to $ million of these net proceeds to fund the continued clinical development of STA-4783, including the initiation of a pivotal Phase 3 clinical trial in metastatic melanoma in 2007 and the initiation of Phase 2 clinical trials in up to other indications in 2007;

- approximately $ to $ million of these net proceeds to fund the continued clinical development of apilimod, including the completion of our current Phase 2a clinical trials in rheumatoid arthritis and CVID and potentially the initiation of Phase 2b clinical trials in these indications, depending on the results of the Phase 2a trials;

- approximately $ to $ million of these net proceeds to fund the continued research, preclinical and future clinical development of STA-9090, STA-9584 and our CRAC ion channel program; and

- approximately $ million to fund general corporate purposes, such as general and administrative expenses, capital expenditures, working capital needs, prosecution and maintenance of our intellectual property, and the potential acquisition of, or investment in, technologies, products, or companies that complement our business.

We have no current understandings, commitments, or agreements with respect to any acquisition of or investment in any technologies, products or companies.

As of the date of this prospectus, we cannot predict with certainty all of the particular uses for the proceeds from this offering, or the amounts that we will actually spend on the uses set forth above. The amounts and timing of our actual expenditures will depend upon numerous factors, including the progress of our research, development, and commercialization efforts, the progress of our clinical trials, whether or not we enter into strategic collaborations or partnerships, and our operating costs and expenditures. Accordingly, our management will have significant flexibility in applying the net proceeds of this offering.

The costs and timing of drug development and regulatory approval, particularly conducting clinical trials, are highly uncertain, are subject to substantial risks, and can often change. Accordingly, we may change the allocation of use of these proceeds as a result of contingencies such as the progress and results of our clinical trials and other research and development activities, the establishment of collaborations, the results of our commercialization efforts, our manufacturing requirements and regulatory or competitive developments. In addition, assuming our current clinical programs proceed further to the next stage of clinical development, we do not expect our existing capital resources and the net proceeds from this offering to be sufficient to enable us to fund the completion of all such clinical development programs through commercial introduction. Accordingly, we expect we will need to raise additional funds.

Pending use of the proceeds from this offering as described above or otherwise, we intend to invest the net proceeds in short-term interest-bearing, investment grade securities.

DIVIDEND POLICY

We have never paid or declared any cash dividends on our common stock. We currently intend to retain all available funds and any future earnings to fund the development and expansion of our business, and we do not anticipate paying any cash dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, and other factors that our board of directors deems relevant. In addition, the terms of any future debt or credit facility may preclude us from paying dividends.

CAPITALIZATION

The following table sets forth our capitalization as of September 30, 2006 on an actual basis and on an as adjusted basis to give effect to:

- the conversion of all outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon completion of this offering; and
- our sale of shares of common stock in this offering at an assumed initial public offering price of $ per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

This table should be read with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing elsewhere in this prospectus.

	As of September 30, 2006	
	Actual	As adjusted(1)
	(in thousands, except share and per share data)	
Cash, cash equivalents and marketable securities	$ 58,730	$
Capital lease obligations, net of current portion	3,423	
Convertible preferred stock	41,013	
Stockholders' equity:		
Common stock, par value $.0001 per share: Authorized 158,000,000 shares actual and shares as adjusted; 90,207,858 shares issued and outstanding actual and shares issued and outstanding as adjusted(2)	9	
Additional paid-in capital	234,401	
Accumulated other comprehensive income	14	
Deficit accumulated during the development stage	(224,071)	
Total stockholders' equity	10,353	
Total capitalization	$ 54,789	$

(1) A $1.00 increase (decrease) in the assumed initial public offering price of $ per share would increase (decrease) each of cash, cash equivalents and marketable securities, additional paid-in capital, total stockholders' equity and total capitalization by $ million, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. The as adjusted information set forth above is illustrative only and following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

(2) A $1.00 decrease in the assumed initial public offering price of $ per share would increase the number of shares of common stock issuable upon conversion of our Series A convertible preferred stock upon the completion of this offering by shares and the number of shares outstanding as adjusted would increase by the same number. A $1.00 increase in the assumed initial public offering price of $ per share would decrease the number of shares of common stock issuable upon conversion of our Series A convertible preferred stock upon the completion of this offering by shares and the number of shares outstanding as adjusted would decrease by the same number. The as adjusted information set forth

above is illustrative only and following the completion of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing.

The outstanding share information excludes:

- 12,473,813 shares of common stock issuable upon the exercise of stock options outstanding as of September 30, 2006, including 300,000 shares of common stock issuable upon the exercise of stock options granted outside of our stock plans, at a weighted average exercise price of $2.98 per share; and

- 9,423,100 shares of common stock reserved for future awards under our 2006 Stock Plan as of September 30, 2006.

DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the initial public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering. We calculate net tangible book value per share of common stock by dividing the net tangible book value (tangible assets less total liabilities) by the number of outstanding shares of common stock.

Our historical net tangible book value at September 30, 2006 was $10.4 million, or $0.11 per share of common stock, based on 90,207,858 shares of common stock outstanding at September 30, 2006. Our pro forma net tangible book value as of September 30, 2006 was $ million, or $ per share of common stock, based on shares of common stock outstanding after giving effect to the conversion of all outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon completion of this offering. After giving further effect to the sale of shares of common stock by us in this offering at an assumed initial public offering price of $ per share, less the estimated underwriting discounts and commissions and the estimated offering expenses payable by us, our pro forma as adjusted net tangible book value at September 30, 2006, would be $ million, or $ per share. This represents an immediate increase in the pro forma net tangible book value of $ per share to existing stockholders and an immediate dilution of $ per share to new investors purchasing shares in this offering. The following table illustrates this per share dilution:

Assumed initial public offering price per share		$
Historical net tangible book value per share as of September 30, 2006	$ 0.11	
Pro forma increase per share attributable to conversion of the Series A convertible preferred stock and dividends		
Pro forma net tangible book value per share as of September 30, 2006		
Increase per share attributable to this offering		
Pro forma as adjusted net tangible book value per share after this offering		
Dilution per share to new investors in this offering		$

A $1.00 decrease in the assumed initial public offering price of $ per share would decrease the pro forma as adjusted net tangible book value by $ million, the pro forma as adjusted net tangible book value per share after this offering by $ per share and the dilution per share to new investors in this offering by $ per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. A $1.00 increase in the assumed initial public offering price of $ per share would increase the pro forma as adjusted net tangible book value by $ million, the pro forma as adjusted net tangible book value per share after this offering by $ per share and the dilution per share to new investors in this offering by $ per share, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

If the underwriters exercise their over-allotment option in full, the pro forma as adjusted net tangible book value per share after this offering would be $ per share, the increase in the pro forma net tangible book value per share to existing stockholders would be $ per share and the dilution to new investors purchasing shares in this offering would be $ per share.

The following table shows at September 30, 2006, on a pro forma as adjusted basis as described above, the difference between the number of shares of common stock purchased from us, the total consideration paid to us and the average price paid per share by existing stockholders and by new investors purchasing common stock in this offering:

	Shares Purchased		Total Consideration		
	Number	Percent	Amount	Percent	Average Price Per Share
Existing stockholders		%	$	%	$
New investors					$
Total		100.0%	$	100.0%	

Assuming the underwriters' over-allotment option is exercised in full, sales by us in this offering will reduce the percentage of shares held by existing stockholders to % and will increase the number of shares held by new investors to , or %.

The information set forth above is based on shares outstanding as of September 30, 2006. It excludes:

- 12,473,813 shares of common stock issuable upon the exercise of stock options outstanding as of September 30, 2006, including 300,000 shares of common stock issuable upon the exercise of stock options granted outside of our stock plans, at a weighted average exercise price of $2.98 per share; and

- 9,423,100 shares of common stock reserved for future awards under our 2006 Stock Plan as of September 30, 2006.

To the extent outstanding options are exercised, there will be further dilution to the new investors.

SELECTED HISTORICAL FINANCIAL AND OPERATING DATA
(in thousands, except per share amounts)

You should read the following selected financial information together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this prospectus. We have derived the consolidated statement of operations data for the nine months ended September 30, 2005 and 2006, and for the period from inception (March 10, 2000) through September 30, 2006, and the consolidated balance sheet data as of September 30, 2006 from our unaudited consolidated financial statements which are included in this prospectus. The unaudited consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and, in the opinion of management, include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the information set forth therein. We have derived the consolidated statement of operations data for the years ended December 31, 2003, 2004 and 2005 and the consolidated balance sheet data at December 31, 2004 and 2005 from our audited consolidated financial statements which are included in this prospectus. We have derived the consolidated statement of operations data for the years ended December 31, 2001 and 2002 and consolidated balance sheet data at December 31, 2001, 2002 and 2003 from our audited consolidated financial statements, which are not included in this prospectus. Our historical results for any prior period are not necessarily indicative of results to be expected for any future period.

	Years ended December 31,					Nine months ended September 30,		Period from inception (March 10, 2000) through September 30,
	2001	2002	2003	2004	2005	2005	2006	2006
Consolidated Statement of Operations Data:								
Revenues	$ —	$ —	$ 1,304	$ 173	$ —	$ —	$ —	$ 1,477
Operating expenses								
Research and development	277	7,292	24,337	38,136	59,901	45,859	39,975	169,918
In-process research and development(1)	—	18,088	—	1,583	—	—	—	19,671
General and administrative	124	1,569	5,261	7,383	11,279	9,330	6,171	31,865
Other compensation expense	—	9,315	—	—	—	—	—	9,315
Total operating expenses	401	36,264	29,598	47,102	71,180	55,189	46,146	230,769
Loss from operations	(401)	(36,264)	(28,294)	(46,929)	(71,180)	(55,189)	(46,146)	(229,292)
Investment income, net	20	110	416	995	2,317	1,818	1,363	5,221
Net loss	(381)	(36,154)	(27,878)	(45,934)	(68,863)	(53,371)	(44,783)	(224,071)
Convertible preferred stock dividends	—	—	—	—	—	—	1,052	1,052
Net loss attributable to common stockholders	$ (381)	$ (36,154)	$ (27,878)	$ (45,934)	$ (68,863)	$ (53,371)	$ (45,835)	$ (225,123)
Basic and diluted net loss attributable to common stockholders per share	$ (0.03)	$ (1.09)	$ (0.46)	$ (0.61)	$ (0.77)	$ (0.60)	$ (0.51)	
Weighted average shares used in computing basic and diluted net loss per common share	12,156	33,115	60,096	74,816	89,014	89,008	89,054	
Pro forma basic and diluted net loss per common share(2)								
Weighted average shares used in computing pro forma basic and diluted net loss per common share(2)								

(1) In September 2002 and December 2002 Synta acquired Principia Associates, Inc. and Diagon Genetics, Inc., respectively. See note 3 to our audited consolidated financial statements.

(2) The pro forma basic and diluted net loss per common share for the nine months ended September 30, 2006 gives effect to the conversion of all outstanding shares of our Series A convertible preferred stock and accumulated dividends into shares of common stock upon the completion of this offering. For purposes of calculating the number of shares of common stock into which the Series A convertible preferred stock and accumulated dividends will be converted upon completion of the offering, we have assumed (1) the closing of this offering occurs on , 2007 and (2) an initial public offering price of $ per share. If the actual closing date of this offering and/or the actual initial public offering price differ from these assumptions, the number of shares of common stock into which the outstanding shares of Series A convertible preferred stock will be converted upon completion of this offering will differ. See "Prospectus Summary —General Information About This Prospectus" beginning on page 6. Following the completion of this offering, this information will be adjusted based on the actual closing date and initial public offering price and other terms of this offering determined at pricing.

	As of December 31,					As of September 30,
	2001	2002	2003	2004	2005	2006
Consolidated Balance Sheet Data:						
Cash, cash equivalents and marketable securities	$ 1,708	$ 28,952	$ 76,226	$ 124,968	$ 62,057	$ 58,730
Working capital	2,697	27,574	73,564	113,147	48,476	48,448
Total assets	2,773	33,173	80,387	132,019	71,210	66,344
Capital lease obligations, net of current portion	—	—	—	1,188	4,259	3,423
Convertible preferred stock	—	—	—	—	—	41,013
Common stock	3	5	7	9	9	9
Additional paid-in capital	3,519	68,430	144,149	238,923	239,022	234,401
Deficit accumulated during the development stage	(459)	(36,613)	(64,491)	(110,425)	(179,288)	(224,071)
Total stockholders' equity	2,744	31,151	76,891	117,956	52,477	10,353

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

You should read this discussion together with the consolidated financial statements, related notes and other financial information included elsewhere in this prospectus. The following discussion may contain predictions, estimates and other forward-looking statements that involve a number of risks and uncertainties, including those discussed under "Risk Factors" and elsewhere in this prospectus. These risks could cause our actual results to differ materially from any future performance suggested below.

Overview

We are a biopharmaceutical company focused on discovering, developing and commercializing small molecule drugs that address severe medical conditions with large potential markets, including cancer and chronic inflammatory diseases. We have two drug candidates in clinical trials, two drug candidates in preclinical studies, and one program undergoing lead optimization. In September 2006, we announced positive results for our most advanced drug candidate, STA-4783, in a Phase 2b clinical trial in patients with metastatic melanoma. Based on these positive results, we intend to initiate a pivotal Phase 3 clinical trial in metastatic melanoma and additional Phase 2 clinical trials in other cancer indications in 2007. For our second clinical-stage drug candidate, apilimod, we are currently conducting a Phase 2a clinical trial in patients with rheumatoid arthritis and sponsoring a Phase 2a clinical trial in patients with CVID. Our two preclinical-stage drug candidates, STA-9090 and STA-9584, are currently in preclinical development, and our CRAC ion channel inhibitor program is currently in the lead optimization stage of preclinical development. All of our drug candidates were discovered and developed internally, using our unique chemical compound library, and the chemistry, biology, and pharmaceutical development assets and capabilities built over the combined history of Synta and its predecessor companies. We have retained all rights to all of our drug candidates and programs across all geographic markets and therapeutic indications.

We were incorporated in March 2000 and commenced operations in July 2001. Since that time, we have been principally engaged in raising capital and in the discovery and development of novel drug candidates. In September 2002, we acquired all of the outstanding stock of Principia Associates, Inc., an operating biopharmaceutical company and a related party, in exchange for our common stock, common stock warrants and forgiveness of notes receivable with an aggregate value of $16.9 million. In July 2002, Principia had acquired all of the outstanding stock of SBR Pharmaceuticals Corp. (formerly Shionogi BioResearch Corp.), an operating biopharmaceutical company, in exchange for cash of $12.5 million. In December 2002, we acquired all of the outstanding stock of Diagon Genetics, Inc., a related party, whose activities consisted of owning the rights to the development of certain intellectual property, in exchange for cash of $5.0 million and $8.5 million of our common stock. In January 2004, we acquired the assets, consisting principally of rights to intellectual property, and assumed certain liabilities of Cancer Genomics, Inc., Kava Pharmaceuticals, Inc. and SinglePixel Biomedical, Inc., collectively referred to herein as CKS, all related parties, in a single transaction in exchange for our common stock with a value of $2.2 million.

Since our inception, we have had no revenues from product sales and have funded our operations primarily through the private placement of our common stock and Series A convertible preferred stock. Through September 30, 2006, we raised net cash proceeds of $236.6 million through the private placement of common stock, Series A convertible preferred stock and the exercise of common stock options and warrants. In June 2006, we raised net cash proceeds of $40.0 million through the private placement of our Series A convertible preferred stock. We have devoted substantially all of our capital resources to the research and development of our drug candidates and to the acquisitions of Principia and Diagon. We have never been profitable and, as of September 30, 2006, we had an accumulated deficit of $224.1 million. We had net losses attributable to common stockholders of $27.9 million for the year ended December 31, 2003, $45.9 million for the year ended December 31, 2004, $68.9 million

for the year ended December 31, 2005, and $45.8 million for the nine months ended September 30, 2006. We expect to incur significant and increasing operating losses for the foreseeable future as we advance our drug candidates from discovery through preclinical and clinical trials and seek regulatory approval and eventual commercialization. In addition to these increasing research and development expenses, we expect general and administrative costs to increase as we add personnel and begin to operate as a public company. We will need to generate significant revenues to achieve profitability and may never do so.

Financial Operations Overview

Revenue

We have not yet generated any product revenue and do not expect to generate any product revenue for the foreseeable future. We have recognized, in the aggregate, $1.5 million of revenue since our inception. This revenue was derived entirely from government research grants. We will seek to generate revenue from product sales, and possibly from collaborative or strategic relationships, which could include research and development, profit sharing, and milestone payments, as well as royalties. In the future, we expect that any revenue we generate will fluctuate from quarter-to-quarter as a result of the timing and amount of payments received under any future collaborative or strategic relationships, and the amount and timing of payments we receive upon the sale of our drug candidates, to the extent any is successfully commercialized.

Research and Development

Research and development expense consists of costs incurred in connection with developing and advancing our drug discovery technology and identifying and developing our drug candidates. From inception through September 30, 2006, we incurred research and development expense in the aggregate of $169.9 million. We charge all research and development expenses to operations as incurred.

Our research and development expense consists of:

- internal costs associated with research, preclinical and clinical activities;
- payments to third party contract research organizations, investigative sites and consultants in connection with our preclinical and clinical development programs;
- costs associated with drug formulation and supply of drugs for clinical trials;
- personnel related expenses, including salaries, stock-based compensation, benefits and travel; and
- overhead expenses, including rent and maintenance of our facilities, and laboratory and other supplies.

We began tracking our internal and external research and development costs and our personnel and related costs on an individual drug candidate basis in 2003. For the periods indicated below, research and development expenses for our clinical-stage drug candidates, STA-4783 and apilimod, and our other early-stage and discontinued programs were as follows (in millions):

	Years ended December 31,			Nine months ended September 30,	
	2003	2004	2005	2005	2006
STA-4783	$ 3.8	$ 10.8	$ 14.0	$ 10.8	$ 4.8
Apilimod	7.8	15.0	27.5	22.5	15.9
Early-stage and discontinued programs	12.7	12.3	18.4	12.6	19.3
Total	$ 24.3	$ 38.1	$ 59.9	$ 45.9	$ 40.0

In addition, in 2002 we recorded an in-process research and development charge of $13.9 million as a result of the Principia acquisition, principally comprised of an $8.7 million charge related to STA-4783 and a $3.7 million charge related to apilimod. Also in 2002, projects acquired in the Diagon acquisition relating to early-stage ion channel technology and anti-allergy antibody projects resulted in in-process research and development valuation of approximately $3.0 million and $1.2 million, respectively. In 2004, we recorded an in-process research and development charge of $1.6 million in connection with the CKS acquisition, relating to early-stage technology related to the treatment of anxiety and general pain.

We do not know if we will be successful in developing our drug candidates. While expenses associated with the completion of our current clinical programs are expected to be substantial and increase, we believe that accurately projecting total program-specific expenses through commercialization is not possible at this time. The timing and amount of these expenses will depend upon the costs associated with potential future clinical trials of our drug candidates, and the related expansion of our research and development organization, regulatory requirements, advancement of our preclinical programs and product manufacturing costs, many of which cannot be determined with accuracy at this time based on our stage of development. This is due to the numerous risks and uncertainties associated with the duration and cost of clinical trials, which vary significantly over the life of a project as a result of unanticipated events arising during clinical development, including with respect to:

- the number of clinical sites included in the trial;
- the length of time required to enroll suitable subjects;
- the number of subjects that ultimately participate in the trials; and
- the efficacy and safety results of our clinical trials and the number of additional required clinical trials.

Our expenditures are subject to additional uncertainties, including the terms and timing of regulatory approvals and the expense of filing, prosecuting, defending or enforcing any patent claims or other intellectual property rights. In addition, we may obtain unexpected or unfavorable results from our clinical trials. We may elect to discontinue, delay or modify clinical trials of some drug candidates or focus on others. A change in the outcome of any of the foregoing variables in the development of a drug candidate could mean a significant change in the costs and timing associated with the development of that drug candidate. For example, if the FDA or other regulatory authority were to require us to conduct clinical trials beyond those that we currently anticipate, or if we experience significant delays in any of our clinical trials, we would be required to expend significant additional financial resources and time on the completion of clinical development. Additionally, future commercial and regulatory factors beyond our control will evolve and therefore impact our clinical development programs and plans over time.

Despite this uncertainty, however, our development strategy for our lead clinical-stage drug candidate, STA-4783, is currently based on a number of assumptions that allow us to make broad estimates of certain clinical trial expenses. We expect to initiate a pivotal Phase 3 clinical trial of STA-4783 in metastatic melanoma in 2007, and we expect the cost to complete this trial, including the cost of clinical supplies of STA-4783, together with the costs of related nonclinical toxicology and other testing to support the trial, will be in the range of $45 to $65 million. To date, we have not entered into any collaboration with a strategic corporate partner for the development of either of these drug candidates, and unless we do so in the future, we expect to internally finance all clinical development of this candidate. We do not expect to receive regulatory approval of any of our drug candidates until 2009 at the earliest, if at all.

Beyond our two lead drug candidates, we anticipate that we will select drug candidates and research projects for further development on an ongoing basis in response to their preclinical and clinical success, as well as commercial potential.

In-Process Research and Development

Our acquisitions of Principia and Diagon in 2002 and the CKS assets in 2004 resulted in in-process research and development charges to our consolidated statements of operations in the respective periods of the acquisitions. The total amount of in-process research and development charges related to these acquisitions was approximately $19.7 million. We used the income approach to estimate the fair value of in-process research and development for the Principia and Diagon acquisitions and the cost approach for the CKS acquisition. Generally, in cases where we acquired assets and assumed liabilities, and where the purchase price exceeded the fair value of net assets acquired, the excess purchase price has been allocated to acquired intangible assets, principally in-process research and development. If the in-process research and development acquired is incomplete and has no alternative future use, we record the value of the in-process research and development as an expense in our consolidated statement of operations in the period of the acquisition.

Under the income approach, each project was analyzed to determine the utilization of core technology; the complexity, cost and time to complete development; any alternative future use or current technological feasibility; and the stage of completion. Future cash flows were estimated, taking into account the expected life cycles of the product and the underlying technology, relevant market sizes and industry trends. The estimated net cash flows from these products were based on management's estimates of related revenues, cost of goods sold, research and development costs, selling, general and administrative costs, and income taxes. Material cash flows from each of the projects valued under the income approach were assumed to commence in the year following project completion. Discount rates and probability factors were determined based on the nature of the technology, the stage of completion of the projects, the complexity of the development effort and the risks associated with reaching technological feasibility of the projects.

We recorded an in-process research and development charge of $13.9 million as a result of the Principia acquisition, principally comprised of an $8.7 million charge related to STA-4783 and a $3.7 million charge related to apilimod. The discount rates applied in the valuations ranged from 30% to 40%.

Projects acquired in the Diagon acquisition related to ion channel technology and anti-allergy antibody projects and resulted in in-process research and development valuation of approximately $3.0 million and $1.2 million, respectively. The discount rate applied in the valuations was 30%.

The CKS in-process research and development charge of $1.6 million pertained to the technology related to the treatment of anxiety and general pain. The value of the CKS in-process research and development charge was based on the cost approach. During 2004, after an initial investment to advance the technology, we ceased further funding of the project.

We believe each of the acquired technologies for which in-process research and development was recorded was unique and patents were filed for each of the acquired projects. Completion of these projects will be a complex and costly undertaking, involving continuing research, animal studies and human clinical trials.

General and Administrative

General and administrative expense consists primarily of salaries and related expenses for personnel in executive, finance, business development, human resources and administrative functions. Other costs include stock-based compensation costs, legal costs of pursuing patent protection of our

intellectual property, fees for general legal, accounting and other professional services, and overhead-related costs not otherwise included in research and development. After this offering, we anticipate increases in general and administrative expense relating to public-company requirements and initiatives. These increases will likely include legal fees, accounting fees, and directors' and officers' liability insurance premiums, as well as fees for investor relations services.

Convertible Preferred Stock Dividends

Convertible preferred stock dividends consists of cumulative but undeclared dividends payable on our Series A convertible preferred stock. The Series A convertible preferred stock accrues dividends at 8% per year. For the nine months ended September 30, 2006, dividends recorded with respect to the Series A convertible preferred stock totaled $1.1 million.

Critical Accounting Policies and Estimates

Our discussion and analysis of our financial condition and results of operations are based on our financial statements which have been prepared in accordance with U.S. generally accepted accounting principles, or GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported periods. We are required to make estimates and judgments with respect to accrued expenses, acquisitions and stock-based compensation. We base our estimates on historical experience, known trends and events, and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources and the reported amounts of revenues and expenses. Actual results may differ from these estimates under different assumptions or conditions.

We believe the following accounting policies and estimates are most critical to aid you in understanding and evaluating our reported financial results.

Accrued Expenses

As part of the process of preparing financial statements, we are required to estimate accrued expenses. This process involves identifying services which have been performed on our behalf, and estimating the level of service performed and the associated cost incurred for such service as of each balance sheet date in our financial statements. Given our current business, the primary area of uncertainty concerning accruals which could have a material effect on our business is with respect to service fees paid to contract manufacturers in conjunction with the production of clinical drug supplies and to contract research organizations in connection with our preclinical studies and clinical trials. In connection with all of the foregoing service fees, our estimates are most affected by our understanding of the status and timing of services provided. The majority of our service providers, including contract research organizations, invoice us in arrears for services performed. In the event that we do not identify some costs which have begun to be incurred, or we under or over estimate the level of services performed or the costs of such services in a given period, our reported expenses for such period would be too low or too high. We currently reflect the over or under accrual of expenses directly in our operations in the period the amount was determined.

Our arrangements with contract research organizations in connection with clinical trials often provide for payment prior to commencing the project or based upon predetermined milestones throughout the period during which services are expected to be performed. We recognize expense relating to these arrangements based on the various services provided over the estimated time to completion. The date on which services commence, the level of services performed on or before a given

date, and the cost of such services are often determined based on subjective judgments. We make these judgments based upon the facts and circumstances known to us based on the terms of the contract or our ongoing monitoring of service performance. In the years ended December 31, 2003, 2004, and 2005, and in the nine months ended September 30, 2006, we had arrangements with multiple contract research organizations whereby these organizations commit to performing services for us over multiple reporting periods. We currently recognize and plan to continue to recognize the expenses associated with these arrangements based on our expectation of the timing of the performance of components under these arrangements by these organizations. Generally, these components consist of the costs of setting up the trial, monitoring the trial, closing the trial and preparing the resulting data.

With respect to financial reporting periods presented in this prospectus, and based on our receipt of invoices from our third party providers, the timing of our actual costs incurred have not differed materially from our estimated timing of such costs. In light of the foregoing, we do not believe our estimates of future expenses and our practice of making judgments concerning the accrual of expenses are reasonably likely to change in the future. There were no changes in our estimates and accruals for contract service fees that had a material effect on our net losses in the years ended December 31, 2003, 2004, and 2005 or for the nine months ended September 30, 2005 and 2006, respectively.

Acquisitions

We apply purchase accounting in our acquisitions. Under purchase accounting, we allocate the purchase price to assets acquired and liabilities assumed based upon our analysis and estimates of fair values. Our analysis generally includes three approaches to estimate the value of acquired assets. The cost approach measures the value of an asset by quantifying the aggregate expenditures that would be required to replace the subject asset, given its future service capability. The market approach employs a comparative analysis of actual transactions in which similar assets have been transferred or in which businesses have been sold whose value is comprised largely of assets similar to the subject assets. The income approach is an estimation of the present value of the future monetary benefits expected to flow to the owner of the asset during its remaining useful life. We generally use the income approach to estimate the fair value of in-process research and development. We perform a discounted cash flow analysis, utilizing anticipated revenues, expenses and net cash flow forecasts related to the technology. Given the high risk associated with the development of new drugs, we probability adjust the revenue and expense forecasts to reflect the risk of failing to advance through the clinical development and regulatory approval process based on the stage of development in the regulatory process. Such a valuation requires significant estimates and assumptions. We believe the fair value assigned to the in-process research and development reflected in our consolidated financial statements is based on reasonable assumptions. However, these assumptions may be incomplete or inaccurate, and unanticipated events and circumstances may occur. If the in-process research and development is incomplete and has no alternative future value, we record the full value of the in-process research and development as an expense in the period of the acquisition.

Stock-Based Compensation

Prior to January 1, 2006, we applied the intrinsic-value-based method of accounting prescribed by Accounting Principles Board, or APB, Opinion No. 25, *Accounting for Stock Issued to Employees,* or APB Opinion No. 25, and related interpretations, including Financial Accounting Standards Board, or FASB, Interpretation No. 44, *Accounting for Certain Transactions involving Stock Compensation, an Interpretation of APB Opinion No. 25,* in accounting for our employee stock options. Under this method, compensation expense is generally recorded on the date of grant only if the estimated fair value of the underlying stock exceeds the exercise price. Given the absence of an active market for our common stock, the board of directors historically has determined the estimated fair value of our common stock on the dates of grant. Historically, the determination was principally based on sales of common stock to

outside investors, as well as progress against regulatory, clinical and product development milestones, and the likelihood of achieving a liquidity event such as an initial public offering or sale of the Company. As a result, we recorded deferred compensation charges for the excess of the estimated fair value of our common stock over the exercise price of options granted at the date of grant. Compensation expense was recognized over the vesting period of the related options on a straight-line basis.

We account for stock options issued to non-employees in accordance with the provisions of Statement of Financial Accounting Standards, or SFAS, No. 123, *Accounting for Stock-Based Compensation,* or SFAS 123, and Emerging Issues Task Force, or EITF, No. 96-18, *Accounting for Equity Instruments that are Issued to Other than Employees, or in Conjunction with Selling Goods or Services,* which requires valuing and remeasuring such stock options to the current fair value until the performance date has been reached.

Effective January 1, 2006, we adopted SFAS No. 123R, *Share-Based Payment,* or SFAS No. 123R, for stock-based awards to employees, using the modified prospective method of transition for awards granted after January 17, 2005 (valued using the fair value method), and using the prospective method for awards granted prior to January 17, 2005 (valued using the minimum value method). Therefore, compensation cost recognized in the nine-month period ended September 30, 2006 includes: (1) compensation costs related to the vesting of stock options granted after January 17, 2005 but prior to January 1, 2006, based on the grant date fair value method estimated in accordance with the provisions of SFAS 123 adjusted for estimated forfeitures, (2) compensation costs related to the continued vesting of nonvested restricted stock awards granted prior to January 1, 2006, and (3) compensation costs for all share-based payments granted or modified subsequent to January 1, 2006, based on the provisions of SFAS No. 123R.

We continue to use the Black-Scholes option pricing model as the most appropriate valuation method for our option grants. The Black-Scholes model requires inputs for risk-free interest rate, dividend yield, volatility and expected lives of the options. Since we do not have a history of stock trading activity, expected volatility is based on historical data from several public companies similar in size and value to us. When our common stock is publicly traded, we will use a weighted average approach using historical volatility and other similar public entity volatility information until historical volatility of our common stock is relevant to measure expected volatility for future option grants. We estimate the forfeiture rate based on historical data. Our options generally vest 25% after one year of service and quarterly over three years thereafter. Based on an analysis of historical forfeitures, we applied a forfeiture rate of 10% to all options that vest upon completion of the first year of service following the date of grant. The analysis will be re-evaluated at least annually and the forfeiture rate will be adjusted as necessary. The risk-free interest rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of the grant. The expected lives for options granted represents the period of time that options granted are expected to be outstanding. Since January 1, 2006, we have used the simplified method for determining the expected lives of options.

For awards with graded vesting, we allocate compensation costs under SFAS No. 123R on a straight-line basis over the requisite service period. Accordingly, we amortized the fair value of each option over each option's service period, which is generally the vesting period.

Our net loss for the nine months ended September 30, 2006 includes $3.6 million of compensation costs and no income tax benefit related to our stock-based compensation arrangements for employee and nonemployee awards. As of September 30, 2006, the total amount of unrecognized stock-based compensation expense is $14.0 million and will be recognized over a weighted average period of 3.0 years.

Accounting for equity instruments granted or sold by us requires fair value estimates of the equity instrument granted or sold. If our estimates of the fair value of these equity instruments are too high or too low, our expenses may be over- or understated. We contemporaneously estimated the fair value of the equity instruments based upon consideration of factors which we deemed to be relevant at the time of each respective grant or issuance. These included, depending on the period, the purchase price of our common stock that was sold to investors in December 2003 and throughout 2004 and the impact of our first proposed initial public offering of common stock in 2005. These factors indicated that the deemed fair values of the common stock underlying the options granted to employees and board members during 2003 and 2004 was equivalent to the exercise price of the respective options, except for one grant of an option for 300,000 shares of common stock to a board member in May 2004 at an exercise price that was below the fair value of the common stock. The difference, or the intrinsic value, is being amortized as compensation expense over the vesting period of the stock options. In addition, these factors indicated that the issuance of 1,460,000 shares of restricted stock, the grant of stock options to purchase 169,000 shares of common stock in December 2004, and the issuance of 386,363 shares of restricted stock in the year ended December 31, 2005, were at sales and exercise prices below the fair value of the common stock and, accordingly, the difference is being amortized as compensation expense over the respective vesting periods.

In late 2005, following negative results in our Phase 2b clinical trial of apilimod in psoriasis and our Phase 2 clinical trial of STA-4783 in non-small cell lung cancer, and inconclusive results in our Phase 2 clinical trial of STA-4783 in soft tissue sarcoma, and without a recent sale of a significant number of shares of common stock that established a fair value, the board of directors evaluated the fair value of our common stock. The principal factors considered by the board of directors in its valuation were the negative impacts of the aforementioned trial results on the values of each of the respective programs and the corresponding effect on the overall enterprise value of the company. The board of directors also considered market factors, including: (1) downward trends in the biotechnology indices during 2005, (2) that many new biotechnology issues during 2005 priced below expectations or were withdrawn due to market conditions, and (3) that many post-money valuations for new biotechnology issues in 2005 were below those of 2004. The fact that we had cash reserves sufficient to fund approximately only one year of operations and would need additional financing, potentially under unfavorable terms, was also considered by the board. The board also considered positive factors including: (1) the initiation of a Phase 2b clinical trial of apilimod in Crohn's disease and a Phase 2a clinical trial of apilimod in rheumatoid arthritis, (2) the addition of a key scientific and medical expert to the board of directors, (3) advancement of our Hsp90 program to the preclinical stage and (4) significant advances in our CRAC ion channel program, each of which the board believed had a positive effect on the valuations of the respective programs and the overall enterprise value of the company. Based upon their review of both positive and negative factors, the board of directors made a determination that the fair value of our common stock as of mid-December 2005 was $3.50 per share, yielding an enterprise value, including cash, of approximately $342 million.

On February 15, 2006, we granted options to purchase 2,410,351 shares of our common stock at an exercise price of $3.50 per share, in connection with the annual compensation reviews for all employees. On March 1, 2006, the board of directors amended the exercise price of all outstanding options with exercise prices equal to or greater than $4.00 per share held by active employees, directors and consultants. Options to purchase an aggregate of 3,732,300 shares of common stock were repriced to $3.50 per share, resulting in incremental stock-based compensation of $745,000, of which $269,000 related to vested options and was expensed immediately and $476,000 related to unvested options and will be recognized as expense over the remaining vesting periods. In connection with these stock grants and the repricing, the board determined that the factors affecting the value of the common stock, taken as a whole, had not changed since December 2005, and accordingly, the board determined that $3.50 per share continued to be the fair value of our common stock.

In November 2006, in anticipation of an initial public offering and due to the substantial number of shares involved in the option grants in February 2006, and the repricing of options in March 2006, we performed a retrospective quantitative analysis of the fair value of our common stock for financial reporting purposes as of February 15, 2006, in order to reevaluate the appropriateness of the board of directors' fair value determination of $3.50 per share. Valuation methodologies employed in the analysis included an income approach under which we estimated our capacity to generate financial benefits for our shareholders, converting those projected benefits into a measure of present value, and a market approach under which we measured our value through an analysis of initial public offerings by 16 companies that were considered comparable to us. No allocation of the enterprise valuation to classes of stock was necessary as we only had common stock outstanding as of February 15, 2006. The valuation information considered by us in the income approach included the present value of our projected operating results on a going concern enterprise basis as determined by a probability-weighted, discounted cash flow analysis of our two most advanced drug candidates at the time, STA-4783 and apilimod, and our most advanced preclinical candidate, STA-9090. We assessed the risks associated with achieving our projections in selecting the probability factors and discount rate, which we believe to be reasonable and appropriate based upon our assumptions regarding market growth, estimated costs, and the likelihood and timing of FDA approval. The probability factors for achieving clinical trial success applied to the analysis for STA-4783, which at the time had not successfully completed a Phase 2b clinical trial, were 28% for melanoma and 15% for other potential cancer indications. The probability factor applied to the analysis for apilimod was 21%. The probability factors applied to the analysis for STA-9090, which was in the preclinical stage, were 5% for all potential indications taken as a whole. These probability rates were based upon information available from industry sources and our judgment of the relative likelihood of success in each program in light of the facts and circumstances available to us as of the valuation date. Our projections also considered ongoing research and development and selling and marketing expenses related to development of new compounds other than those for which we had developed specific projections.

The discount rate used in each probability-adjusted case was 19%, which was based on our development of the weighted average cost of capital utilizing market participant assumptions, and which correlated to the venture capital rates of return in the AICPA practice aid on *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*. We weighted the results of the income approach 75% and the market approach 25%. The analysis also considered a discount for lack of marketability of 10%. This analysis resulted in a weighted average enterprise valuation range of approximately $328 million to $364 million, including cash. Based upon this valuation analysis and the resultant enterprise valuation range, we concluded that the board of directors' determination of the fair value per share of common stock of $3.50 per share, or an enterprise value of $342 million, as of the end of 2005 and as of February 2006 was appropriate.

In June 2006, we sold 8,000,000 shares of our Series A convertible preferred stock to investors for $5.00 per share. The Series A convertible preferred stock accrues dividends at 8% per year. The Series A convertible preferred stock has an initial conversion ratio of 1:1 and a conversion ratio upon an initial public offering of our common stock equal to the purchase price of $5.00 per share divided by the lesser of $5.00 or 66.6667% of the initial public offering price. There were no changes in our business, risks or market conditions during the period from February 15, 2006, the effective date of the retrospective valuation, until the date of our sale of the Series A convertible preferred stock, and, accordingly, there was no change attributed to value of the common stock. We believe the difference in the value of the common stock and the Series A convertible preferred stock purchase price reasonably reflected the rights and preferences of the Series A convertible preferred stock, including the 8% dividend and the value of the adjustable conversion feature of the Series A convertible preferred stock upon the effectiveness of an initial public offering of our common stock. See "Prospectus Summary—General Information About This Prospectus" beginning on page 6 for a more detailed description of this adjustable conversion feature of the Series A convertible preferred stock.

In June 2006, subsequent to the sale of the Series A convertible preferred stock, we received results from the interim analysis of our Phase 2b clinical trial of apilimod in patients with Crohn's disease, which indicated that it was unlikely the trial would meet its primary endpoint, and thus, the trial was terminated. In August, 2006, we received results from the Phase 2b clinical trial of STA-4783 in patients with metastatic melanoma, which indicated that the trial had achieved its primary endpoint and was well tolerated. We believe these two clinical events were offsetting events in the valuation of the company at the time and there were no other changes to the business, risks or market conditions in the period through September 30, 2006.

The following table summarizes the share-based awards issued to employees during the nine months ended September 30, 2006:

Month	Shares	Per Share Exercise Price	Per Share Fair Value	Per Share Intrinsic Value
January 2006	4,600	$ 3.50	$ 3.50	$ —
February 2006	2,710,351	3.50	3.50	—
March 2006	18,000	3.50	3.50	—
May 2006	69,600	3.50	3.50	—
June 2006	24,300	3.50	3.50	—
July 2006	38,500	3.50	3.50	—
August 2006	43,000	3.50	3.50	—
September 2006	26,500	3.50	3.50	—
Total	2,934,851			

From October 1, 2006 through October 16, 2006, we granted options to new employees to purchase an aggregate of 69,100 shares of our common stock at an exercise price of $3.50 per share. From October 17, 2006 through December 31, 2006, we have not granted any options, but we have allocated 425,350 shares of common stock for options to be granted to new employees on the date that the registration statement, of which this prospectus forms a part, is declared effective, at an exercise price per share equal to the initial public offering price.

Consolidated Results of Operations

Nine Months Ended September 30, 2005 and 2006

Revenue. There were no revenues for the nine months ended September 30, 2005 and 2006.

Research and development. Research and development expense decreased from $45.9 million in the first nine months of 2005 to $40.0 million in the first nine months of 2006. This decrease in research and development expense principally resulted from a decrease of $7.7 million for external costs of clinical trials, animal studies and other preclinical testing, clinical product manufacturing, and consulting, principally due to the completion of several clinical trials in 2005 and in the first half of 2006, and $0.5 million of expense recorded in 2005 in connection with an Agreement and Release with our scientific founder. This was offset in part by an increase of $1.8 million for personnel costs and related research supplies and operational overhead due in part to a full nine months of costs associated with the expansion of one of our research and development facilities completed in 2005 and an increase in stock-based compensation expense of $0.5 million principally related to the net effect of the increased expense in connection with implementation of SFAS 123R less the impact of the conclusion of vesting of certain nonemployee options in 2005.

General and administrative. General and administrative expense decreased from $9.3 million in the first nine months of 2005 to $6.2 million in the first nine months of 2006. The decrease in general and administrative expense was principally due to $2.4 million incurred in connection with the filing of

a Registration Statement on Form S-1 with the SEC in 2005 relating to an initial public offering of our common stock. We determined that we would not complete the planned offering and withdrew the filing in June 2005. The related costs were expensed in the nine months ended September 30, 2005 as we did not reactivate and complete the offering within 90 days of the withdrawal of the filing. This decrease was also due to a decrease of $0.8 million for personnel costs and related overhead due principally to decreased headcount and a decrease of $0.4 million in external professional fees, principally for general legal and other consulting services, offset by an increase of $0.1 million for legal fees in connection with our intellectual property and an increase in stock-based compensation expense of $0.4 million principally related to the net effect of the increased expense in connection with implementation of SFAS 123R less the impact of the conclusion of vesting of certain nonemployee options in 2005.

Investment income, net. Net investment income decreased from $1.8 million in the first nine months of 2005 to $1.4 million in the first nine months of 2006. The decrease in investment income was principally due to a decrease in average cash balances as a result of the use of existing cash resources during 2005 and 2006, prior to the net cash proceeds of $40.0 million raised from the sale of our Series A convertible preferred stock in June 2006.

Convertible preferred stock dividends. Convertible preferred stock dividends were $1.1 million for the nine months ended September 30, 2006 due to the issuance of the Series A convertible preferred stock in June 2006. The Series A convertible preferred stock dividends accrue at the rate of 8% per year.

Twelve Months Ended December 31, 2005, 2004 and 2003

Revenue. There were no revenues in the year ended December 31, 2005, compared to research grant revenues of $0.2 million in the year ended December 31, 2004, and $1.3 million in the year ended December 31, 2003. This was due to the fact that we performed research services in 2003 which we concluded during 2004.

Research and development. Research and development expense for the year ended December 31, 2005 was $59.9 million compared to $38.1 million for the year ended December 31, 2004 and $24.3 million for the year ended December 31, 2003. The increase from 2004 to 2005 principally resulted from (1) an increase of $9.2 million for personnel costs and related research supplies and operational overhead due to an increase in research and development headcount, (2) an increase of $10.9 million for external costs of clinical trials, animal studies and other preclinical testing, clinical product manufacturing and consulting, (3) an increase of $0.5 million of expense in connection with an Agreement and Release with our scientific founder, and (4) a net increase of $1.2 million in stock-based compensation expense principally resulting from the issuance of restricted stock in 2004. The increase from 2003 to 2004 principally resulted from (1) an increase of $6.8 million for personnel costs and related research supplies and operational overhead and (2) an increase of $9.3 million for external costs of clinical trials, animal studies and other preclinical testing, clinical product manufacturing and consulting, partially offset by a net decrease in stock-based compensation expense resulting from a $1.7 million one-time charge in 2003 related to a modification to the terms of a former scientific officer's stock option of $1.3 million, and $0.4 million in cash payments to be made over 18 months.

In-process research and development. In-process research and development expense of $1.6 million for the year ended December 31, 2004 represents the expensing of the value of incomplete research and development acquired in connection with the purchase of the CKS assets in January 2004.

General and administrative. General and administrative expense for the year ended December 31, 2005 was $11.3 million compared to $7.4 million for the year ended December 31, 2004 and $5.3 million for the year ended December 31, 2003. The increase from 2004 to 2005 was principally the result of $2.4 million incurred in connection with the filing of a Registration Statement on Form S-1

with the SEC in 2005 relating to an initial public offering of our common stock. We determined that we would not complete the planned offering and withdrew the filing in June 2005. The related costs were expensed in 2005 as we did not reactivate and complete the offering within 90 days of the withdrawal of the filing. The increase from 2004 to 2005 was also the result of an increase of $1.1 million for personnel costs and related overhead due to increased hiring and a net increase of $0.4 million in stock-based compensation principally resulting from the issuance of restricted stock in 2004 and 2005. The increase from 2003 to 2004 was principally a result of an increase of $1.1 million for personnel costs and related overhead due as well as an increase of $1.0 million in legal fees related to support of our intellectual property.

Investment income, net. Net investment income increased to $2.3 million for the year ended December 31, 2005 from $1.0 million for the year ended December 31, 2004 and from $0.4 million for the year ended December 31, 2003. The increase in net investment income in each year was principally due to increases in the average cash balances invested resulting from sales of our common stock.

Liquidity and Capital Resources

Sources of Liquidity

We have incurred significant operating losses since our inception. We have funded our operations principally with $195.4 million in net proceeds from private placements of our common stock and $40.0 million in net proceeds from a private placement of our Series A convertible preferred stock which, together with the exercise of common stock warrants and options, provided aggregate net cash proceeds of approximately $236.6 million through September 30, 2006.

We have also generated funds from government grant revenues, equipment lease financings and investment income. As of September 30, 2006, we had cash, cash equivalents and marketable securities of $58.7 million consisting of cash and highly liquid, short-term investments. Our funds are currently invested in investment grade and U.S. government securities with an average duration of less than one year.

In November 2004, we entered into an agreement for a revolving property and equipment lease line of credit, which was amended in 2005 and extended in 2006. Under the agreement, we may periodically directly lease, or sell and lease back up to $6.0 million of equipment and leasehold improvements through March 2007. Amounts borrowed under the facility are repayable over 36 or 48 months.

Cash Flows

The following table provides information regarding our cash flows and our capital expenditures for the years ended December 31, 2003, 2004 and 2005, and the nine months ended September 30, 2005 and 2006 (in thousands).

	Years ended December 31,			Nine months ended September 30,	
	2003	2004	2005	2005	2006
Cash provided by (used in):					
Operating activities	$ (23,612)	$ (33,795)	$ (61,882)	$ (46,866)	$ (41,969)
Investing activities	(40,400)	(43,811)	39,176	34,892	20,481
Financing activities	71,122	84,280	3,779	3,594	39,481
Capital expenditures (included in investing activities above)	(769)	(1,594)	(4,883)	(4,544)	(894)

Our operating activities used cash of $23.6 million, $33.8 million and $61.9 million in the years ended December 31, 2003, 2004 and 2005, respectively. During the nine months ended September 30,

2005 and 2006, our operating activities used cash of $46.9 million and $42.0 million, respectively. The use of cash in all periods principally resulted from our losses from operations and changes in our working capital accounts. The increase in cash used in operations in each of the periods through December 31, 2005 was due to our increase in research and development activities and the related expansion of our organizational infrastructure to support our broadened development activities.

Our investing activities used cash of $40.4 million and $43.8 million, and provided cash of $39.2 million in the years ended December 31, 2003, 2004 and 2005, respectively. Our investing activities in 2003 included purchases of marketable securities in the amount of $47.9 million and purchases of property and equipment in the amount of $0.8 million. The cash provided by investing activities in 2003 resulted from the sales and maturities of marketable securities in our investment portfolio in the amount of $7.8 million and the repayment to us of $0.5 million of advances to a related party. Our investing activities in 2004 included purchases of marketable securities in the amount of $124.7 million and purchases of property and equipment in the amount of $1.6 million. The cash provided by investing activities in 2004 resulted from the sales and maturities of marketable securities in our investment portfolio in the amount of $82.5 million. Our investing activities in 2005 included purchases of marketable securities in the amount of $184.4 million and purchases of property and equipment in the amount of $4.9 million, including a research and development expansion of one of our facilities. The cash provided by investing activities in 2005 resulted from the sales and maturities of marketable securities in our investment portfolio in the amount of $228.4 million. During the nine months ended September 30, 2005, our investing activities provided cash of $34.9 million as compared to $20.5 million of cash provided by investing activities in the nine months ended September 30, 2006. Cash provided in the nine months ended September 30, 2005 and 2006 resulted principally from the excess of sales and maturities of $188.2 million and $114.6 million, respectively of our marketable securities over the purchases of $148.8 million and $93.2 million, respectively, of our marketable securities. In addition, we purchased property and equipment during the nine months ended September 30, 2005 and 2006 in the amounts of $4.5 million and $0.9 million, respectively.

Our financing activities provided $71.1 million, $84.3 million and $3.8 million in the years ended December 31, 2003, 2004 and 2005, respectively. The cash provided in the years ended December 31, 2003 and 2004 was principally a result of the sale and issuance of shares of our common stock to private investors. During the nine months ended September 30, 2005, financing activities provided cash of $3.6 million compared to $39.5 million in the nine months ended September 30, 2006. In June 2006, we raised gross proceeds of $40.0 million from the sale of 8,000,000 shares of our Series A convertible preferred stock to private investors. Our financing activities since inception through September 30, 2006 consisted principally of the sale of our common stock and our Series A convertible preferred stock to private investors and the exercise of stock options and warrants providing net proceeds of $236.6 million, and the sale and lease-back of equipment providing net proceeds of $7.1 million, less the repayment of $2.9 million of our capital equipment leases.

Contractual Obligations and Commitments

The following tables summarize our contractual obligations at December 31, 2005 and the effects such obligations are expected to have on our liquidity and cash flows in future periods (in thousands).

Contractual Obligations (as of December 31, 2005)	Total	2006	2007 through 2008	2009 through 2010	More than 5 years
Capital lease obligations(1)	$ 7,211	$ 2,431	$ 3,934	$ 846	$ —
Operating lease obligations	3,300	1,883	1,304	113	—
Research and development contracts	12,393	10,602	1,780	11	—
Consulting	547	180	267	100	—
Total	$ 23,451	$ 15,096	$ 7,285	$ 1,070	—

(1) Including scheduled interest payments.

Research and development contracts principally include contracts for human clinical studies, animal studies and clinical manufacturing. The future research and development contract obligations in the table of Contractual Obligations above assume that each of the studies and related manufacturing contracts is completed as planned. In the event a study or manufacturing contract is terminated prior to planned completion by mutual agreement between the contractor and us, the amount paid under such contracts may be less than the amounts presented.

Under various license agreements, substantially all of which are related to our early-stage discovery programs, we may be obligated to pay up to an aggregate of $3.9 million if specified development and commercialization milestones are met, as follows (in thousands). These amounts are not included in the table of Contractual Obligations above.

Milestone	Amount
Phase 1 clinical trials	$ 150
Phase 2 clinical trials	250
Phase 3 clinical trials	350
Completion of Phase 3 clinical trials	75
FDA new drug approval	1,875
European market approval	500
Other	650
Total	$ 3,850

In August 2006, we exercised our option to extend our 45 Hartwell Avenue, Lexington, Massachusetts laboratory and office facility lease for an additional five years beginning in December 2006 through November 2011.

In August 2006, we exercised our option to extend our 91 Hartwell Avenue, Lexington, Massachusetts office facility lease for one additional year beginning in February 2007 through February 2008.

In December 2006, we entered into a new lease for laboratory and office space located at 45-47 Wiggins Avenue, Bedford, Massachusetts. This lease expires in October 2011 but we may extend the term for an additional two years, or terminate any time after three years provided we repay the unamortized portion of landlord-funded tenant improvements and landlord's legal fees.

Future minimum rents payable under the lease extensions we exercised in August 2006 and the new lease we entered into in December 2006 are approximately $1,262,000, $919,000, $877,000, $890,000 and $826,000 in 2007, 2008, 2009, 2010 and 2011, respectively.

In November 2004, we entered into an agreement for a revolving property and equipment lease line of credit, which was amended in 2005 and extended in 2006. Under the agreement, we may periodically directly lease, or sell and lease back up to $6.0 million of equipment and leasehold improvements, with repayment periods of 36 or 48 months and a $1.00 purchase option at the end of each lease period. In the years ended December 31, 2004 and 2005 and in the nine months ended September 30, 2006, we sold and leased back under this agreement an aggregate of approximately $7.1 million of our previously purchased equipment and leasehold improvements, of which approximately $2.7 million and $4.4 million were capitalized and will be paid over 36 and 48 month periods, respectively.

Funding Requirements

We expect to incur substantial expenses and generate significant operating losses as we continue to advance our drug candidates into preclinical studies and clinical trials and as we:

- initiate a pivotal Phase 3 clinical trial of STA-4783 for the treatment of metastatic melanoma in 2007 and initiate Phase 2 clinical trials of STA-4783 in additional cancer indications in 2007;
- begin to establish sales and marketing functions and commercial manufacturing arrangements for STA-4783;
- complete the current Phase 2a clinical trials of apilimod for the treatment of rheumatoid arthritis and CVID, and possibly initiate Phase 2 clinical trials of apilimod in additional inflammatory disease indications;
- initiate additional Phase 3 clinical trials of STA-4783 and one or more Phase 3 clinical trials of apilimod, if supported by Phase 2 results;
- complete preclinical development of STA-9090 and initiate clinical trials, if supported by positive preclinical data;
- complete preclinical development of STA-9584 and initiate clinical trials, if supported by positive preclinical data;
- advance our preclinical CRAC ion channel inhibitor program into clinical trials, if supported by positive preclinical data;
- discover, develop, and seek regulatory approval for backups of our current drug candidates and other new drug candidates;
- identify additional compounds or drug candidates and acquire rights from third parties to those compounds or drug candidates through licenses, acquisition or other means;
- commercialize any approved drug candidates;
- hire additional clinical, scientific, and management personnel; and
- add operational, financial, and management information systems and personnel.

Our funding requirements will depend on a number of factors, including:

- the progress of our research and development programs, including the completion of preclinical and clinical trials for our current drug candidates and the results from these studies and trials;
- the number of drug candidates we advance into later-stage clinical trials and the scope of our research and development programs;
- our ability to discover additional drug candidates using our drug discovery technology and advance them into clinical development;
- the costs involved in preparing, filing, prosecuting, maintaining and enforcing patent claims for our drug discovery technology and drug candidates and avoiding infringing the intellectual property of others;

- the time and costs involved in obtaining regulatory approvals for our drug candidates;
- our ability to establish and maintain collaborative arrangements;
- the potential in-licensing of other products or technologies or the acquisition of complementary businesses;
- the cost of manufacturing, marketing and sales activities, if any; and
- the timing, receipt and amount of revenue, if any, from our drug candidates.

We do not anticipate that we will generate product revenue for the next several years. We expect our continuing operating losses to result in increases in cash used in operations over the next several years. Our future capital requirements will depend on a number of factors including the progress and results of our clinical trials, the costs, timing and outcome of regulatory review of our drug candidates, our revenue, if any, from successful development and commercialization of our products, the costs of commercialization activities, the scope, progress, results and costs of preclinical development, laboratory testing and clinical trials for other drug candidates, the emergence of competing therapies and other market developments, the costs of preparing, filing and prosecuting patent applications and maintaining, enforcing and defending intellectual property rights, the extent to which we acquire or invest in other drugs and technologies, and our ability to establish collaborations and obtain milestone, royalty or other payments from any collaborators.

Based on our current operating plans, we expect the proceeds of this offering, together with our existing resources, to be sufficient to fund our planned operations, including our continued research and drug development, through at least . However, we may require significant additional funds earlier than we currently expect to conduct additional clinical trials and seek regulatory approval of our drug candidates. Because of the numerous risks and uncertainties associated with the development and commercialization of our drug candidates, we are unable to estimate the amounts of increased capital outlays and operating expenditures associated with our current and anticipated clinical trials.

Additional funding may not be available to us on acceptable terms or at all. In addition, the terms of any financing may adversely affect the holdings or the rights of our stockholders. For example, if we raise additional funds by issuing equity securities or by selling debt securities, if convertible, further dilution to our existing stockholders may result. To the extent our capital resources are insufficient to meet our future capital requirements, we will need to finance our future cash needs through public or private equity offerings, collaboration agreements, debt financings or licensing arrangements.

If adequate funds are not available, we may be required to terminate, significantly modify or delay our research and development programs, reduce our planned commercialization efforts, or obtain funds through collaborators that may require us to relinquish rights to our technologies or drug candidates that we might otherwise seek to develop or commercialize independently. We may elect to raise additional funds even before we need them if the conditions for raising capital are favorable.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements or relationships with unconsolidated entities of financial partnerships, such as entities often referred to as structured finance or special purpose entities.

Tax Loss Carryforwards

In 2005, we completed an analysis to determine if there were changes in ownership, as defined by Section 382 of the Internal Revenue Code, that would limit our ability to utilize certain net operating loss and tax credit carryforwards. We determined that we experienced a change in ownership, as defined by Section 382, in connection with the acquisition of Principia on September 20, 2002. As a

result, the utilization of our federal tax net operating loss carryforwards generated prior to the ownership change is limited. As of December 31, 2005, we have net operating loss carryforwards for U.S. federal tax purposes of approximately $151.5 million, after taking into consideration net operating losses expected to expire unused as a result of this limitation. In addition, as of December 31, 2005, we have state net operating loss carryforwards of approximately $136.2 million. The utilization of these net operating loss carryforwards may be further limited as we experience future ownership changes as defined in Section 382, including changes resulting from the issuance of common stock in this offering.

Recently Issued Accounting Pronouncements

In May 2005, the FASB issued SFAS No. 154, *Accounting Changes and Error Correction*, or SFAS No. 154. SFAS No. 154 is a replacement of APB Opinion No. 20, *Accounting Changes*, or APB Opinion No. 20, and SFAS No. 3, *Reporting Accounting Changes in Interim Financial Statements.* This statement applies to all voluntary changes in accounting principle, and changes the accounting for, and reporting of, a change in accounting principle. SFAS No. 154 requires retrospective application to prior periods' financial statements of a voluntary change in accounting principle unless it is impracticable to do so. APB Opinion No. 20 previously required that most voluntary changes in accounting principle be recognized by including in net income of the period of the change the cumulative effect of changing to the new accounting principle. SFAS No. 154 carries forward many provisions of APB Opinion No. 20 without change, including the provisions related to the reporting of a change in accounting, a change in the reporting entity, and the correction of an error. SFAS No. 154 does not change the transition provisions of any existing account pronouncements, including those that are in a transition phase as of the effective date of the statement. We adopted the provisions of SFAS No. 154 on January 1, 2006, and the adoption of the new standard did not have a material impact on our consolidated financial position or consolidated statement of operations.

In June 2005, the FASB issued FSP 150-5. The FSP clarifies that freestanding warrants and similar instruments on shares that are redeemable should be accounted for as liabilities under SFAS No. 150, regardless of the timing of the redemption feature or price, even though the underlying shares may be classified as permanent or temporary equity. The FSP was effective for the first reporting period beginning after June 30, 2005. We adopted FSP 150-5 in 2006 and the impact was not material to our consolidated financial position or consolidated statement of operations.

In July 2006, the FASB issued FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes—an interpretation of FAS 109*, or Interpretation No. 48. This interpretation clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements in accordance with FASB Statement No. 109, *Accounting for Income Taxes.* This interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in a tax return. It also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Interpretation No. 48 is effective for fiscal years beginning after December 15, 2006. Earlier application is encouraged if a company has not yet issued financial statements, including interim financial statements, in the period that Interpretation No. 48 is adopted. We are currently evaluating the impact the adoption of this interpretation will have on our consolidated results of operations and financial position.

Qualitative and Quantitative Disclosures About Market Risk

We are exposed to market risk related to changes in interest rates. As of September 30, 2006, we had cash, cash equivalents and marketable securities of $58.7 million consisting of cash and highly liquid, short-term investments. Our cash is deposited in and invested through highly rated financial institutions in North America. Our marketable securities are subject to interest rate risk and will fall in value if market interest rates increase. If market interest rates were to increase immediately and uniformly by 10% from levels at September 30, 2006, we estimate that the fair value of our investments will decline by an immaterial amount, and therefore, our exposure to interest rate changes is not significant.

BUSINESS

Overview

We are a biopharmaceutical company focused on discovering, developing and commercializing small molecule drugs that address severe medical conditions with large potential markets, including cancer and chronic inflammatory diseases. We have a diverse pipeline of clinical- and preclinical-stage drug candidates with distinct mechanisms of action and novel chemical structures. We discovered and developed each of our drug candidates internally, using our unique chemical compound library and the chemistry, biology, and pharmaceutical development assets and capabilities built over the combined history of Synta and its predecessor companies. At present, we retain all rights to all of our drug candidates and programs, across all geographic markets and therapeutic indications.

Our Lead Drug Candidate, STA-4783

Our most advanced clinical-stage drug candidate, STA-4783, is a novel, injectable, small molecule compound with a unique mechanism of action that has potential for the treatment of a broad range of solid tumor cancers. In September 2006, we announced positive results for STA-4783 in combination with paclitaxel, a leading chemotherapeutic agent, in a double-blind, randomized, controlled, multicenter Phase 2b clinical trial in patients with stage IV metastatic melanoma. We believe this is the first blinded clinical trial of a drug candidate for the treatment of metastatic melanoma in 30 years to meet its primary endpoint with statistical significance. In November 2006, we received Fast Track designation from the FDA for the development of STA-4783 for the treatment of metastatic melanoma. The FDA grants Fast Track designation for drug candidates intended to treat serious or life threatening conditions and that demonstrate the potential to address unmet medical needs. Designation as a Fast Track product can facilitate the development and expedite the review of a drug candidate by allowing for more frequent and timely meetings with the FDA and submission of an NDA on a rolling basis. However, Fast Track designation does not alter the standards for approval of a drug candidate, including the need for clinical trials that demonstrate safety and efficacy, nor does it mean that the FDA will expedite approval of a drug candidate. In addition, Fast Track designation does not increase the likelihood of approval of a drug candidate. Based on the results of the Phase 2b trial, we expect to initiate a pivotal Phase 3 clinical trial in metastatic melanoma and Phase 2 clinical trials in additional cancer types in 2007.

Our Phase 2b clinical trial enrolled a total of 81 metastatic melanoma patients at 21 centers in the United States. This clinical trial was conducted in a double-blind, randomized, controlled fashion and compared the effects of STA-4783 in combination with paclitaxel, the most widely used taxane, versus paclitaxel alone. The primary endpoint for assessing efficacy was progression-free survival. Progression-free survival measures for each patient the time from when the patient was assigned to a treatment group in the trial until the earlier of tumor progression or death. The FDA has previously indicated this endpoint is acceptable for registration in metastatic melanoma and other cancer types. Two analyses of trial results were specified in the statistical plan for the trial, one that includes all patients, known as the intent-to-treat analysis, and one that includes only those patients who could be evaluated for efficacy as specified in the protocol, known as the per-protocol analysis. In both of these analyses of the trial results, treatment with STA-4783 plus paclitaxel demonstrated a statistically significant improvement in progression-free survival compared to treatment with paclitaxel alone.

In the intent-to-treat analysis of the trial results, which includes all 81 patients, median progression-free survival increased from 1.84 months for patients treated with paclitaxel alone to 3.68 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 35% for patients treated with STA-4783 plus paclitaxel. The p-value in this analysis was 0.035.

In the per-protocol analysis of the trial results, which includes the 77 patients who could be evaluated for efficacy as specified in the trial protocol, median progression-free survival increased from 1.84 months for patients treated with paclitaxel alone to 4.40 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 37% for patients treated with STA-4783 plus paclitaxel. The p-value in this analysis was 0.017.

We have also performed an analysis to determine if factors other than treatment with STA-4783, known as confounding factors, could be responsible for the differences observed between the two treatment groups in this clinical trial. In particular, we analyzed differences in patient characteristics and disease status that can influence disease progression. To date, we have identified no potentially confounding variables which alter the interpretation of the trial results.

We filed the IND for STA-4783 in September 2002. Including the patients treated in the Phase 2b metastatic melanoma clinical trial, we have treated a total of approximately 300 patients at over 50 medical centers in the United States and Canada with STA-4783. STA-4783 has been well tolerated, with toxicities of the STA-4783 plus paclitaxel combination generally similar to those of paclitaxel alone and the incidences of individual severe adverse events generally less than 10%.

Our Other Drug Candidates and Research Programs

STA-4783 was discovered and developed internally from our chemical compound library and using our drug discovery capabilities. In addition to STA-4783, we have discovered and developed three other drug candidates currently in clinical or preclinical development, each of which has a distinct chemical structure, mechanism of action, and presents a differentiated market opportunity. We also have one research-stage program, which is in the lead optimization stage of preclinical development.

Oncology

STA-9090. STA-9090 is a novel, injectable, small molecule drug candidate we are developing for the treatment of cancer. STA-9090 inhibits heat shock protein 90, or Hsp90, a chaperone protein that regulates the activity of numerous signaling proteins that trigger uncontrolled proliferation in cancer cells, in particular kinase proteins. Examples of kinase proteins include c-Kit, Bcr-Abl, and others that are the targets of approved direct kinase inhibitors such as Gleevec. We believe that inhibiting kinases indirectly, by disrupting the chaperone activities of Hsp90, provides two advantages: first, a means to simultaneously attack multiple cancer-promoting kinases; and, second, an ability to kill tumor cells with mutated kinases that have lost responsiveness to a direct kinase inhibitor. We have shown in preclinical experiments that STA-9090 is significantly more potent against certain types of cancer cells than Gleevec, as well as the two Hsp90 inhibitors furthest along in clinical development, 17-AAG and 17-DMAG. STA-9090 is further differentiated from these Hsp90 inhibitors in that it is a novel chemical structure that is not a derivative or analog of the natural product geldanamycin. We believe this creates a distinct activity profile for STA-9090 and is a competitive advantage. This program is currently in preclinical development.

STA-9584. STA-9584 is a novel, injectable, small molecule compound that disrupts the blood vessels that supply tumors with oxygen and essential nutrients. In preclinical experiments, STA-9584 has shown strong anti-tumor activity in a broad range of cancer models, including prostate, lung, breast, melanoma, and lymphoma. In preclinical testing, STA-9584 has been shown to act against established tumor vessels, a mechanism that is differentiated from the mechanism of anti-angiogenesis inhibitors such as Avastin, which prevents the formation of new tumor vessels. This program is currently in preclinical development.

Autoimmune and Inflammatory Diseases

Apilimod (STA-5326). Apilimod is a novel, orally administered, small molecule drug candidate we are developing for the treatment of autoimmune and other chronic inflammatory diseases. Apilimod inhibits the production of the cytokines interleukin-12, or IL-12, and interleukin-23, or IL-23, and thereby down-regulates the inflammation pathways that underlie certain autoimmune and inflammatory diseases. We filed the initial IND for apilimod in March 2003. We are currently conducting a Phase 2a clinical trial of apilimod in patients with rheumatoid arthritis and sponsoring a Phase 2a clinical trial in patients with gastrointestinal manifestations of common variable immunodeficiency, or CVID. We expect to report results from these trials in 2007.

CRAC ion channel inhibitor. We have developed novel, small molecule inhibitors of calcium release activated calcium, or CRAC, ion channels expressed on immune cells. The CRAC ion channel is the primary route for calcium entry into T cells and other immune cells, regulating multiple immune cell processes important for initiating and maintaining an inflammatory immune response. We have demonstrated in preclinical experiments that our CRAC ion channel inhibitors selectively inhibit the production of critical pro-inflammatory cytokines, such as IL-2 and TNFα, by immune cells, and that these compounds are effective in multiple animal models of immune diseases, including models of arthritis. This program is in the lead optimization stage of preclinical development.

Our Drug Candidate Pipeline

The following table summarizes our most advanced drug candidates currently in clinical or preclinical development:

	Product Candidate	Disease	Stage	Status	Worldwide Commercial Rights
Oncology	**STA-4783** Hsp70 inducer	Metastatic melanoma	Phase 2b	Completed — met primary endpoint	Synta
			Phase 3	Initiate in 2007	
		Additional cancers	Phase 2	Initiate in 2007	Synta
	STA-9090 Hsp90 inhibitor	Cancer	Preclinical development	Ongoing	Synta
	STA-9584 Vascular disrupting agent	Cancer	Preclinical development	Ongoing	Synta
Inflammatory Diseases	**Apilimod (STA-5326)** Oral IL-12/23 inhibitor	Rheumatoid arthritis	Phase 2a	Results expected in 2007	Synta
		Common variable immunodeficiency	Phase 2a	Results expected in 2007	Synta
	Oral CRAC ion channel inhibitor	Autoimmune diseases, transplant	Lead optimization	Ongoing	Synta

In the above table, lead optimization indicates that compounds have shown activity, selectivity, and efficacy in *in vivo* models, as well as an acceptable preliminary safety profile. These compounds are being optimized for potency, drug-like properties, and safety before entering into preclinical development. Preclinical development activities include manufacturing, formulation, and full toxicology studies in preparation for a Phase 1 clinical trial. Phase 1 indicates initial clinical safety testing and pharmacological profiling in healthy volunteers, with the exception that Phase 1 clinical trials in oncology are typically performed in patients with cancer. Phase 2 involves efficacy testing and continued safety testing in patients with a specific disease, and may include separate Phase 2a and Phase 2b clinical trials. Phase 2a clinical trials typically test the drug candidate in a small number of patients and are designed to provide early information on drug safety and efficacy. Phase 2b clinical trials typically involve larger numbers of patients and comparison with placebo, standard treatments, or other active comparators. Phase 3 indicates a confirmatory study of efficacy and safety in a larger patient population, and typically involves comparison with placebo, standard treatments, or other active comparators.

Oncology Programs

We have one clinical-stage program and two preclinical-stage programs in oncology:

- *STA-4783.* Our most advanced clinical-stage drug candidate, STA-4783, has achieved positive results in a double-blind, randomized, controlled, multicenter Phase 2b clinical trial in patients with stage IV metastatic melanoma. We expect to initiate a pivotal Phase 3 clinical trial in metastatic melanoma and Phase 2 clinical trials in additional cancer types in 2007.

- *STA-9090.* STA-9090, our novel, small molecule Hsp90 inhibitor, is in preclinical development.

- *STA-9584.* STA-9584, our novel small molecule compound that disrupts the blood vessels that supply tumors with oxygen and essential nutrients, is in preclinical development.

Oncology Background

Cancers are diseases characterized by abnormal and uncontrolled cell growth and division, typically leading to tumor formation. As a tumor grows, it can directly disrupt organ function at its site of origin. In addition, cancer cells can also spread to other organs, such as the brain, bones and liver, by a process called metastasis. The growth of metastatic tumors at these new sites can disrupt the function of these other organs. There are many kinds of cancer, but all are characterized by uncontrolled growth of abnormal cells.

The World Health Organization estimates that more than 11 million people are diagnosed with cancer every year worldwide, and seven million people die from the disease annually. The American Cancer Society estimates that approximately 1.4 million people in the United States will be diagnosed with cancer in 2006, and approximately 565,000 people will die from the disease.

Chemotherapeutics are the second largest therapeutic class of pharmaceuticals in the world, with global sales of $28.5 billion in 2005.

Melanoma

Melanoma is the deadliest type of skin cancer and is the sixth most commonly diagnosed cancer in the United States. The National Cancer Institute has estimated that the prevalence of melanoma in the United States, or the number of patients alive who have been diagnosed with the disease, currently is more than 660,000. The American Cancer Society estimates that in 2006 the incidence, or number of newly diagnosed cases, of melanoma in the United States will be approximately 62,000, with 8,000 deaths from the disease. According to GLOBOCAN, the worldwide incidence of melanoma in 2002 was 160,177, with 40,781 deaths from the disease.

Melanoma is classified into four stages, which are based on well-defined criteria, including characteristics of the primary tumors, involvement of the regional lymph nodes, and the extent and location of metastases. When melanoma is discovered and treated in the early stages, where the cancer is confined to a local area, patients have a relatively high rate of survival. For example, stage I patients have a five-year survival rate of between 90 and 95%. Once melanoma has advanced to stage III, where the cancer has spread to the regional lymph nodes, or stage IV, where the cancer has spread to distant organs, the prognosis for patients is much worse. The five-year survival rate for patients with stage IV melanoma is extremely poor: less than 20%. In 2001, the American Joint Committee on Cancer estimated that approximately 15% of patients with melanoma were initially diagnosed with advanced-stage disease, which consists of stage III and stage IV melanoma. However, recent scientific articles suggest that this percentage may grow significantly with the increased use of improved diagnostic techniques. In a study reported in the February 2003 issue of *The Journal of the American College of Surgeons*, approximately 38% of 175 patients originally diagnosed with stage I or stage II melanoma should have been categorized with stage III melanoma. The initial target indication for STA-4783 is

metastatic melanoma. We are unaware of any reliable industry data for the prevalence of metastatic melanoma in the United States or worldwide.

Limitations of Current Treatments for Metastatic Melanoma

For early stage melanoma, surgical removal of the primary melanoma lesion is the standard of care. Surgical removal may also be performed to remove distant skin metastases, lymph nodes or other organs to which the cancer has spread. Sometimes interferon alpha-2b is administered to patients as an adjuvant to surgery to reduce the rate of disease relapse. This is the only drug approved by the FDA for use in such a role.

For metastatic melanoma, treatment options are limited. Single-agent chemotherapy has typically shown progression-free survival of less than two months. Randomized trials comparing combination chemotherapy against single agent chemotherapy have shown significant toxicity with no significant improvement in survival. Dacarbazine, also known as DTIC, has been one of the most studied drugs in this setting, either alone or in combination, and is the only FDA-approved chemotherapy for the treatment of metastatic melanoma. However, when DTIC is used as a single agent, it has been shown to have limited clinical benefits. Various other single-agent chemotherapies such as temozolomide, fotemustine and Genasense have been tested against or in combination with DTIC. Response rates from controlled studies have typically been between 6% to 25% with median time to progression/ progression-free survival of 1.8 to 2.4 months. Immunotherapy with interleukin-2, or IL-2, has been approved by the FDA based on longer duration responses than typically observed with chemotherapy, but these responses occur only in a small subset of patients, and treatment with IL-2 is accompanied by severe toxicities. No agents other than DTIC or IL-2 have been approved by the FDA for the treatment of metastatic melanoma. Therefore, we believe there is an urgent need in metastatic melanoma for additional therapies demonstrating meaningful clinical benefit, favorable safety, and broad patient applicability.

Taxanes

The class of drugs known as taxanes is the market-leading class of chemotherapeutic drugs, with approximately $2.7 billion in worldwide sales in 2005. Approved taxanes include Taxol, a formulation of paclitaxel first approved in 1992 and marketed by Bristol-Myers Squibb, which achieved peak sales of approximately $1.6 billion in 2000 before patent expiry; Taxotere (docetaxel), which is marketed by Sanofi-Aventis and had global sales of approximately $2.0 billion in 2005; Abraxane, a paclitaxel protein conjugate marketed by Abraxis Pharmaceutical Partners; and several generic versions of paclitaxel. Taxanes have shown efficacy across a wide range of cancer types and have been approved by the FDA for the treatment of prostate, ovarian, breast, and non-small cell lung cancers, as well as Kaposi's sarcoma. Additionally, we believe taxanes are prescribed off-label for other cancer types, including metastatic melanoma, head and neck, uterine, stomach, esophageal, and bladder. In metastatic melanoma, the response rate of single agent paclitaxel has been reported as less than 20%. A study published in 2002 in *Cancer Investigation* showed that combining DTIC and paclitaxel for the treatment of metastatic melanoma was not superior to using each agent alone. Other anticancer agents that are sometimes added to taxanes in an attempt to improve efficacy include Paraplatin, a formulation of carboplatin marketed by Bristol-Myers Squibb. While in some cases the addition may increase treatment efficacy, carboplatin has been shown to add substantial toxicity. As a result, we believe there is a significant opportunity for agents that can enhance the anti-tumor effects of taxanes without adding undesirable side effects.

Our Lead Clinical Development Program—STA-4783

STA-4783 is a novel, small molecule drug candidate that induces an oxidative stress response in a wide variety of cancer cell types and has demonstrated, in preclinical models, synergistic anti-tumor

activity with the two leading taxanes, paclitaxel and docetaxel. The stress response induced by STA-4783 results in two changes that may be important to the role of STA-4783 in tumor cell killing in combination with taxanes: a dramatic increase in the production of Hsp70 and other heat shock and stress-related proteins, which can enhance immune-mediated killing of tumor cells, and the alteration of certain signal transduction pathways, which can affect cell proliferation and induce programmed cell death, or apoptosis.

We have completed six clinical trials with STA-4783 in cancer patients, in which a total of approximately 300 patients have been treated at over 50 medical centers in the United States and Canada. Based on the positive results observed in our recently completed Phase 2b clinical trial in metastatic melanoma, we are now preparing for a pivotal Phase 3 clinical trial in metastatic melanoma, which we expect to initiate in 2007, and additional Phase 2 clinical trials in other cancer indications, which we also expect to initiate in 2007. STA-4783 has received Fast Track designation from the FDA for the treatment of metastatic melanoma. The FDA grants Fast Track designation for drug candidates intended to treat serious or life threatening conditions and that demonstrate the potential to address unmet medical needs. We also intend to seek orphan drug designations in both the United States and Europe for STA-4783 for the treatment of metastatic melanoma.

Our Phase 2b Clinical Trial in Metastatic Melanoma

Summary

Our Phase 2b clinical trial enrolled a total of 81 metastatic melanoma patients at 21 centers in the United States. This clinical trial was conducted in a double-blind, randomized, controlled fashion and compared the effects of STA-4783 in combination with paclitaxel, the most widely used taxane, versus paclitaxel alone. The primary endpoint for assessing efficacy was progression-free survival. Progression-free survival is considered an acceptable endpoint for registration in metastatic melanoma and other cancer types, as supported by the current FDA draft guidance set forth in *Clinical Trial Endpoints for the Approval of Cancer Drugs and Biologics* issued in April 2005, and by the EMEA guidance set forth in the draft of Appendix 1 *Methodological Considerations for Using Progression-Free Survival (PFS) as Primary Endpoint in Confirmatory Trials for Registration* issued in July 2006 to the *Guideline on the Evaluation of Anticancer Medicinal Products in Man*, which became effective in June 2006.

In September 2006, we presented the results from this clinical trial at the joint meeting of Perspectives in Melanoma X and the Third International Melanoma Research Congress, held in The Netherlands. Patients who received STA-4783 plus paclitaxel showed a statistically significant improvement in progression-free survival compared to those who received paclitaxel alone.

Consistent with safety data for STA-4783 gathered from other clinical trials, STA-4783 was well tolerated in this clinical trial, with toxicities of the STA-4783 plus paclitaxel combination generally similar to those of paclitaxel alone.

Clinical Trial Design

The primary objective of this Phase 2b clinical trial was to assess the efficacy in stage IV metastatic melanoma patients of once-weekly treatment of STA-4783 plus paclitaxel versus paclitaxel alone, based on the endpoint of progression-free survival. Secondary endpoints were objective response rate, duration of tumor responses, and studies of adverse events and laboratory abnormalities. Once-weekly treatments of STA-4783 (213 mg/m^2) plus paclitaxel (80 mg/m^2) or paclitaxel alone (80 mg/m^2) were delivered for three weeks, followed by one week off-treatment. Investigators were permitted to repeat these four-week cycles until disease progression. Tumor assessments were performed at baseline and every other cycle thereafter.

Disease progression and tumor response were defined based on industry standard Response Evaluation Criteria in Solid Tumors, or RECIST, which are the unified response assessment criteria agreed to by the World Health Organization, United States National Cancer Institute, and European Organisation for Research and Treatment of Cancer. RECIST defines disease progression and tumor response based on the sum of the longest diameters of a set of target tumor lesions identified at baseline. A 20% or greater increase in the sum of diameters in target lesions, or unequivocal progression in non-target lesions, or the appearance of a new lesion is defined as disease progression. A reduction in the sum of the diameters of at least 30% as compared to baseline is defined as a partial response. A complete disappearance of target and non-target lesions (and the normalization of any tumor markers) constitutes a complete response. Both partial and complete responses must be confirmed by repeat assessments at least four weeks after the partial or complete response was first documented. Stable disease refers to patients who exhibit neither response nor disease progression. Non-progression refers to patients who exhibit complete response, partial response, or stable disease. Objective response rate is typically defined as the sum of the partial and complete response rates.

In this clinical trial, we enrolled patients who had received up to one prior chemotherapy treatment. An unlimited number of prior immunotherapy treatments were also allowed, provided that a period of four weeks subsequent to the last treatment elapsed prior to trial entry. Patients with Eastern Cooperative Oncology Group, or ECOG, performance status greater than 2 were excluded, as were patients with any brain metastases. The ECOG performance status is a standard patient assessment tool used in determining the care of cancer patients. Patients with an ECOG score of 3 or 4 are significantly disabled by their disease and are often excluded from clinical trials.

Two-thirds of patients were assigned to treatment with STA-4783 plus paclitaxel, with the remaining one-third of patients assigned to treatment with paclitaxel alone. We chose this 2:1 weighting ratio so as to contribute more productively to the safety database for STA-4783 than an even randomization, while still allowing for a statistical comparison of treatment effects. Patients who progressed on paclitaxel alone were given the option to crossover to STA-4783 plus paclitaxel and were then treated until further progression.

Clinical Trial Results

In the intent-to-treat analysis, which includes all 81 patients, patients treated with STA-4783 plus paclitaxel experienced a statistically significant increase in progression-free survival, with a p-value of 0.035. The median progression-free survival in this analysis increased from 1.84 months for patients treated with paclitaxel alone to 3.68 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 35% for patients treated with STA-4783 plus paclitaxel. The Hazard ratio for progression-free survival in this analysis was 0.5, which indicates that patients treated with STA-4783 plus paclitaxel had a 50% reduction in the risk of disease progression relative to patients treated with paclitaxel alone.

The per-protocol population consists of only those patients who could be evaluated for efficacy as specified in the protocol, in that they received at least one treatment with either paclitaxel or STA-4783 plus paclitaxel and completed at least one tumor assessment following the baseline measurement. Of the 81 patients who were enrolled, 77 qualified for the per-protocol population. In this per-protocol analysis, patients treated with STA-4783 plus paclitaxel also experienced a statistically significant increase in progression-free survival, with a p-value of 0.017. The median progression-free survival in this analysis increased from 1.84 months for patients treated with paclitaxel alone to 4.40 months for patients treated with STA-4783 plus paclitaxel. The percentage of patients who survived and were free of tumor progression at six months more than doubled from 15% for patients treated with paclitaxel alone to 37% for patients treated with STA-4783 plus paclitaxel. The Hazard ratio for progression-free

survival in this analysis was 0.42, which indicates that patients treated with STA-4783 plus paclitaxel had a 58% reduction in the risk of disease progression relative to patients treated with paclitaxel alone.

The objective response rate was also assessed, and in the intent-to-treat analysis, found to occur in 15.1% of patients treated with STA-4783 plus paclitaxel, versus 3.6% of patients treated with paclitaxel alone (p-value=0.153). For the per-protocol analysis, the objective response rates were 16% and 3.7% respectively (p-value=0.149). These results showed an encouraging trend but did not reach statistical significance. We were able to obtain complete progression data on only three of the nine patients that were responders in the trial, and as a result, we had insufficient data to perform an analysis on duration of response.

The table below summarizes the median progression-free survival, the progression-free survival at six months, the Hazard ratio, and the objective response rates for the intent-to-treat and the per-protocol populations.

		STA-4783 + Paclitaxel	Paclitaxel alone	P-value[1]	Hazard ratio[2]
		N=53	N=28		
Intent-to-treat	Progression-free survival:			0.035	0.50
analysis	• Median (months)	3.68	1.84		
(N=81)	• At 6 months (% of patients)	35%	15%		
	Objective response rate[3]	15.1%	3.6%	0.153	
		N=50	N=27		
Per-protocol	Progression-free survival:			0.017	0.42
analysis	• Median (months)	4.40	1.84		
(N=77)	• At 6 months (% of patients)	37%	15%		
	Objective response rate[3]	16%	3.7%	0.149	

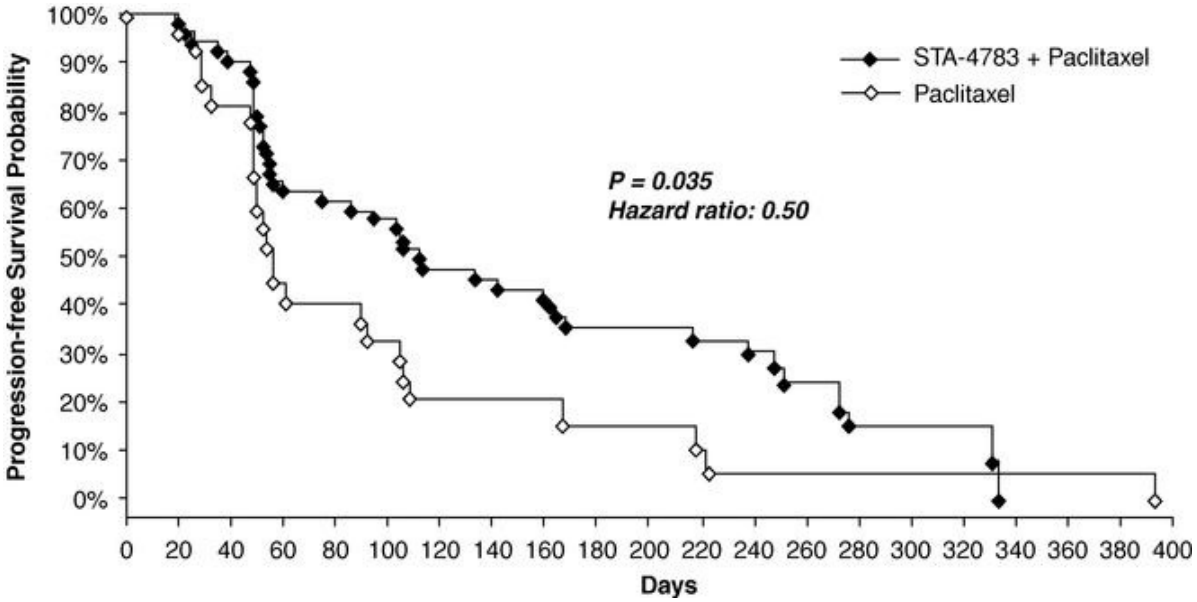
(1) P-value measures the probability that the difference is due to chance alone. A p-value of less than 0.05 is considered statistically significant and unlikely to be due to chance alone.

(2) Hazard ratio is an estimate of comparative risk between the two treatment groups. A hazard ratio of 1 can be interpreted as no decrease in risk, while a hazard ratio of 0.42 can be thought of as a 58% reduction in risk of occurrence for the event as compared to the control group.

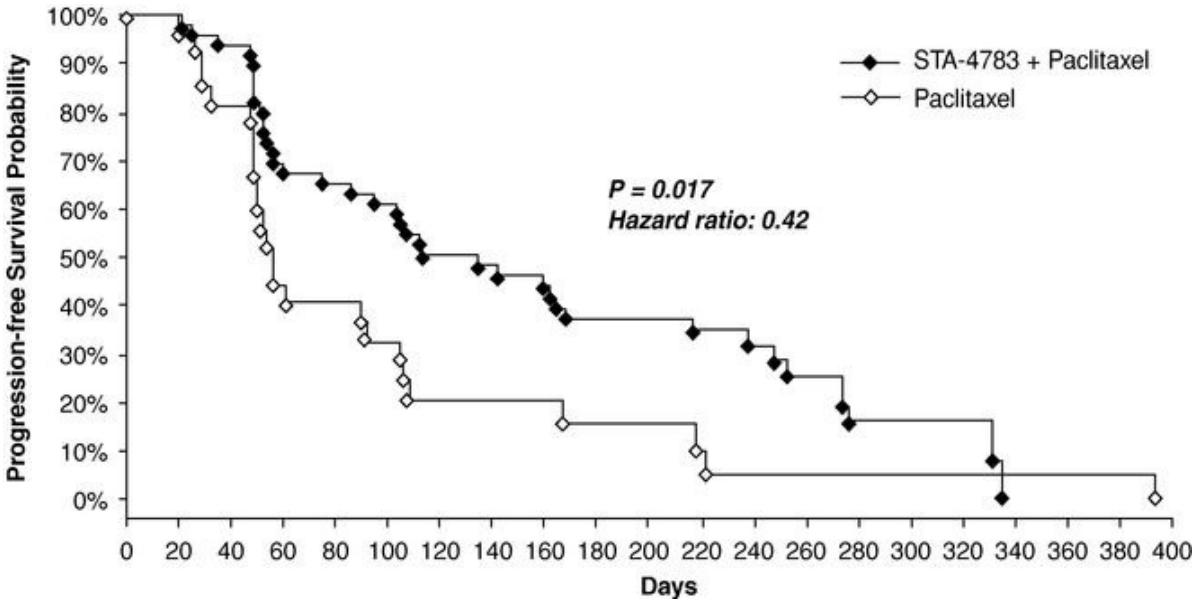
(3) Objective response rate is defined as the sum of complete and partial tumor response rates, as assessed by RECIST.

The figures below show the Kaplan-Meier plots of progression-free survival in this clinical trial for (1) the intent-to-treat population and (2) the per-protocol population.

Intent-to-Treat Population (N=81)



Per-Protocol Population (N=77)



Safety Profile

STA-4783 was well tolerated in this clinical trial. As shown in the table below, the incidence of any specific high severity adverse event, as reported by investigators, was less than 10%. We believe this compares favorably with treatments for metastatic melanoma such as the CVD regimen (cisplatin, vinblastine, and DTIC) or the Dartmouth regimen (DTIC, cisplatin, carmustine, and tamoxifen) that have reported substantially greater incidences of high severity adverse events. The incidence of such events that occurred in 2% or more of the patients treated with STA-4783 plus paclitaxel was as follows:

Grade 3 or Higher Adverse Events (1)(2)

	STA-4783 + Paclitaxel (N=52)	Paclitaxel (N=28)
Neutropenia(3)	4 (7.7%)	0 (0%)
Back pain	2 (3.8%)	2 (7.1%)
Fatigue	2 (3.8%)	2 (7.1%)
Neuropathy(4)	2 (3.8%)	1 (3.6%)

(1) As specified in the clinical trial protocol, the patient population for evaluating safety includes only those patients who received at least one treatment with STA-4783 plus paclitaxel or paclitaxel alone. This represents 80 of the total 81 patients enrolled in the trial.

(2) Grade refers to the National Cancer Institute's Common Terminology Criteria, or CTC, for adverse events. The CTC are based on a 5-point severity scale with the following classifications: mild=1, moderate=2, severe=3, life-threatening=4, and fatal=5, and are commonly used in cancer clinical trials.

(3) Neutropenia is an abnormal decrease in white blood cells.

(4) Neuropathy is any disorder affecting any segment of the nervous system.

The adverse events seen across all severity grades in this clinical trial were typical of those expected from paclitaxel alone. The most common adverse events seen in the STA-4783 plus paclitaxel group included fatigue, alopecia, constipation, nausea, hypoaesthesia, arthralgia, insomnia, diarrhea, and anemia.

Tests for Confounding Factors

In order to determine whether any imbalances in the characteristics of the patients between the two treatment arms might have influenced the outcome of this clinical trial, we studied certain factors that might have an impact on progression-free survival. None of the potentially confounding factors we have analyzed to date have been found to have influenced the trial outcome. The factors we studied were:

- *Demographic characteristics*. Demographic characteristics, such as age, sex, ethnicity, race, and ECOG status, were found to have been distributed evenly between the treatment groups.

- *Days between tumor assessment*. To address a potential bias in assessment interval between treatment groups, we examined the number of days between the last tumor assessment prior to progression and progression and found this interval to be closely comparable. For the STA-4783 plus paclitaxel and paclitaxel treatment groups, the means were 55.4 days (standard deviation 14.4) and 52.8 days (standard deviation 12.2), respectively, and the medians were 56.0 and 55.5 days, respectively.

- *Elevated LDH levels.* An elevated level of the enzyme lactate dehydrogenase, or LDH, is considered a negative predictor of outcome and correlates with shorter progression-free survival. Accordingly, a comparable distribution of patients with elevated LDH across treatment arms is

important in clinical trials of metastatic melanoma. In our Phase 2b clinical trial, patients with elevated LDH levels prior to treatment were distributed evenly between treatment groups: STA-4783 plus paclitaxel (43%) and paclitaxel alone (44%).

- *Liver metastases*. The presence of liver metastases is considered a negative predictor of outcome and correlates with shorter progression-free survival. Accordingly, a comparable distribution of patients with liver metastases is important in clinical trials of metastatic melanoma. In our trial, patients with liver metastases at baseline were also distributed evenly between treatment groups: STA-4783 plus paclitaxel (32%) and paclitaxel alone (32%).

- *M-class*. We also studied the relationship between the nature of patients' distant metastases and progression-free survival. Within stage IV metastatic melanoma there are three classifications, or M-classes, for the nature of distant metastases: M1a, M1b, and M1c. M1a patients have metastases limited to skin and subcutaneous tissue. M1b patients have metastases to lungs. M1c patients have metastases to liver or other distant organs or have elevated LDH. In general, the higher the M-class, the more advanced the disease and the worse the prognosis. In this clinical trial, patients with different M-classes by investigator assessment were distributed as follows, with some imbalance observed at each M-class: STA-4783 plus paclitaxel and paclitaxel alone, respectively: M1a: 13%, 7%; M1b: 34%, 18%; and, M1c: 53%, 75%.

In order to understand the impact of these prognostic factors, we performed a Cox proportional hazards regression analysis. The Cox analysis is designed to allow for a comparison of treatment arms while adjusting for different patient characteristics. For this clinical trial we tested the following characteristics, in addition to treatment with STA-4783, that are believed to be associated with an effect on the clinical outcome of progression-free survival: LDH level, presence of liver metastases, and M1 sub-class. Elevated LDH and the presence of liver metastases were found, as expected, to significantly worsen progression-free survival with p-values of <0.0001 and 0.0136, respectively. M1 stage, as assessed by investigators in this clinical trial, was not found to have an impact on progression-free survival (p-value=0.841). The treatment effect of STA-4783 on progression-free survival in the full Cox analysis, of all patients in the trial, which adjusts for the three variables above, remained statistically significant, with an adjusted hazard ratio of 0.54 and a p-value of 0.023.

Although not specified in the statistical analysis plan for the trial, in order to further elucidate the dependency of the results on the M1c classification we performed a subgroup analysis consisting of only those patients reported as M1c. This analysis showed comparable results to the analysis for all patients: a greater than doubling of median progression-free survival, with a p-value of 0.041 in the intent-to-treat analysis and a p-value of 0.022 in the per-protocol analysis. This is consistent with the results of the Cox analysis, which showed that the M1 stage did not have an impact on progression-free survival.

Crossover Analysis

A total of 19 patients in our Phase 2b clinical trial who were treated with paclitaxel alone elected, subsequent to disease progression, to receive treatment with STA-4783 plus paclitaxel. Of those 19 patients, known as crossover patients, complete data on time to progression subsequent to the crossover are available for 14 patients. The progression-free survival times for these 14 patients ranged from 0.72 to 5.5 months. Three of these 14 patients had progressed rapidly on paclitaxel alone, but experienced a prolonged stabilization of disease after crossing over. These three patients progressed at 0.95, 1.6, and 1.7 months on paclitaxel alone; following treatment with STA-4783 plus paclitaxel their subsequent progression occurred after 2.3 months, 5.5 months, and 4.2 months, respectively.

Results From the Lead-in, Phase 2a Stage of the Trial

Our clinical trial employed a two-stage, lead-in design, with an open-label, single-arm Phase 2a stage prior to the commencement of the blinded, randomized, controlled Phase 2b stage. The objective

of the Phase 2a stage was to evaluate the safety of STA-4783 plus paclitaxel and to assess whether it demonstrated sufficient activity to warrant further study. A total of 31 patients were enrolled in this stage, of which 28 were treated at the STA-4783 dose of interest (213 mg/m^2). Of these 28 patients, four achieved an objective response as assessed by RECIST, and an additional 11 achieved stable disease, for a total non-progression rate of 15 out of 28 (54%). This met the pre-specified efficacy criteria, supporting the decision to proceed with enrolling the 81 additional patients for the Phase 2b stage of the trial. The addition of STA-4783 to paclitaxel was well tolerated on the weekly schedule.

Plans for Our Phase 3 Clinical Trial

We intend to meet with the FDA in early 2007 to review our results for STA-4783 to date and our plans for a Phase 3 clinical trial that could support the filing of a New Drug Application. We intend to initiate the Phase 3 clinical trial in 2007.

Additional Clinical Trial Results

We completed a Phase 1 clinical trial of STA-4783 in combination with paclitaxel in October 2004. This clinical trial, which enrolled 35 patients, was designed to assess the safety, pharmacokinetics, and efficacy of STA-4783 with paclitaxel in a broad cancer patient population. The combination of STA-4783 plus paclitaxel was well tolerated, with minimal toxicity attributed to STA-4783 at all doses tested. Partial response or stable disease was observed in several cancer types, including melanoma, ovarian, Kaposi's sarcoma, angiosarcoma, parotid gland adenocarcinoma, colorectal, pancreatic and paraganglioma. In some of these patients, their cancers had previously progressed to more advanced stages during treatment with paclitaxel alone.

In addition to measuring safety, efficacy, and pharmaceutical properties in our Phase 1 clinical trial, we also measured biological markers of activity, including levels of circulating Hsp70 in the blood. We observed time-dependent and dose-dependent increases in levels of Hsp70 circulating in the blood of patients following administration of STA-4783 plus paclitaxel. At the most relevant therapeutic doses, following treatment with STA-4783 plus paclitaxel, every patient was observed to have substantial increases of circulating Hsp70.

Based on the promising signs of activity and safety results we observed in our Phase 1 clinical trial, we initiated Phase 2 clinical trials in malignant melanoma, soft tissue sarcoma, and non-small cell lung cancer. Together these trials have enrolled approximately 300 patients at over 50 medical centers throughout the United States and Canada. These trials were designed to assess response rates, non-progression rates, and progression-free survival, and to further expand the safety database for STA-4783.

We completed a Phase 2 clinical trial of STA-4783 in 84 patients with soft tissue sarcoma in 2005, the results of which were inconclusive. We designed this two-stage Phase 2 clinical trial to assess activity based on response rate and non-progression rate, or NPR. This clinical trial utilized a single-arm design. All patients received weekly treatments of the combination of paclitaxel (80 mg/m^2) and STA-4783 (213 mg/m^2) for three weeks, followed by one week off-treatment. These four-week cycles were repeated until the earlier of disease progression, or a minimum of four months. We enrolled patients with soft tissue sarcoma who had failed at least one prior chemotherapy treatment. In the first stage, 30 eligible patients were evaluated for objective response or disease stabilization after three months and met the predefined criteria for expansion of enrollment. Upon completion of the trial, the Kaplan-Meier estimate of NPR at three months was 35%, with a 95% confidence interval of between 24.3% and 45.8%. A recent publication by Van Glabbeke, et al., proposed a criterion of NPR at three months >=40% to suggest drug activity in this indication. Given that the observed confidence interval includes 40%, this result did not definitively establish evidence of clinical activity or lack

thereof. The observed safety profile of STA-4783 plus paclitaxel was acceptable. We are in the process of analyzing these data further to assess future development plans in sarcoma.

We completed a Phase 2 clinical trial of STA-4783 in 103 patients with non-small cell lung cancer in 2005. We designed this two-stage trial to compare the effect of a standard first-line lung cancer combination therapy, paclitaxel and carboplatin, with the effect of this same combination therapy plus STA-4783. Patients included in this study were diagnosed with either stage IIIb or stage IV non-small cell lung cancer and had not received prior chemotherapy. The objective of the first stage, open-label portion was to determine the recommended dose for the second stage. In the second stage, patients were randomly assigned either to receive STA-4783 plus paclitaxel and carboplatin, or to receive paclitaxel and carboplatin alone. Patients received one treatment of paclitaxel and carboplatin, with or without STA-4783, every three weeks. These three-week cycles were repeated until the earlier of disease progression or completion of six cycles. Efficacy was assessed using RECIST, and the primary endpoint in this clinical trial was time-to-progression. No improvement was observed in time-to-progression between STA-4783 plus paclitaxel plus carboplatin, compared to paclitaxel plus carboplatin. In comparison to patients in our Phase 2b metastatic melanoma trial, patients in this clinical trial received both a less frequent dose of STA-4783 (once every three weeks compared to once a week for three weeks), and a lower total dose of STA-4783 during each monthly cycle (266mg/m^2 compared to 639mg/m^2). We are considering the possibility of performing a future study of STA-4783 in non-small cell lung cancer at a more frequent dosing schedule and higher total monthly dose.

Safety Results from all Clinical Trials to Date with STA-4783

In order to assess the safety profile of STA-4783 based on all of the clinical trials completed to date, we collected and integrated the adverse event data for all 352 subjects who participated in the six clinical trials conducted with STA-4783, including the Phase 2b melanoma trial.

Of the 352 subjects in these trials, 298 received the STA-4783 plus paclitaxel combination. Of these 298 subjects, 239 received STA-4783 in combination with paclitaxel, and 59 received STA-4783 in combination with paclitaxel and carboplatin. All participating subjects suffered from solid tumor cancers.

The following table compares the grade 3 or higher adverse events that were reported in greater than 4% of subjects in either the STA-4783 plus paclitaxel treatment groups or the paclitaxel alone treatment group.

Grade 3 or Higher Adverse Events

	STA-4783 + Paclitaxel N=239(1)	Paclitaxel Alone N=28(2)
Neutropenia	15 (6%)	0
Dyspnea(3)	9 (4%)	1 (4%)
Fatigue	8 (3%)	2 (7%)
Neuropathy	4 (2%)	2 (7%)
Back Pain	4 (2%)	2 (7%)
Pain	2 (<1%)	3 (11%)

(1) Of the 239 patients, 224 received the same or higher dose of STA-4783 plus paclitaxel as we used in the Phase 2b melanoma trial. Of these 224 patients, 201 patients were on the same once per week schedule as in the Phase 2b melanoma trial and 23 patients were on a once every three week schedule.

(2) Consists of the 28 patients in the control arm of the Phase 2b melanoma trial.

(3) Dyspnea refers to shortness of breath.

Consistent with the results observed in our melanoma Phase 2b trial, there was a small increase in observations of neutropenia: 6% of STA-4783 plus paclitaxel subjects versus 0% of the paclitaxel alone subjects. Frequencies of other grade 3 or higher adverse events were similar for the two treatment groups, and in some cases, occurred at slightly lower frequencies in the STA-4783 plus paclitaxel group. In addition, we did not observe any clinically relevant trends in any of the other hematology, serum chemistry, or urinalysis testing on these patients.

Frequencies of adverse events of all grades of severity were comparable between the two groups. Adverse events that were reported as occurring in at least 20% of subjects who received STA-4783 plus paclitaxel were as follows, for the combination and for paclitaxel alone, respectively: asthenic conditions (54% vs. 54%), nausea and vomiting symptoms (44% vs. 54%), alopecia (44% vs. 54%), musculoskeletal and connective tissue signs and symptoms (36% vs. 43%), edema (27% vs. 21%), gastrointestinal atonic and hypomotility disorders (24% vs. 29%), non-infective diarrhea (23% vs. 18%), peripheral neuropathies (23% vs. 21%), anemias (21% vs. 21%), appetite disorders (21% vs. 21%), joint related signs and symptoms (21% vs. 11%), and coughing and associated symptoms (21% vs. 29%). Asthentic conditions generally refers to lack of strength or weakness throughout or in a particular area of the body. Edema is swelling caused by fluid accumulation in bodily tissues. Gastrointestinal atonic and hypermotility disorders generally refer to muscle weakness and decreased movement, respectively, in the gastrointestinal tract. Anemia is the abnormal reduction in red blood cells.

We believe the integrated analysis of adverse event data from all 239 subjects who received the STA-4783 plus paclitaxel combination shows that STA-4783 plus paclitaxel was well tolerated and that the adverse events and laboratory results were similar to those expected for paclitaxel alone.

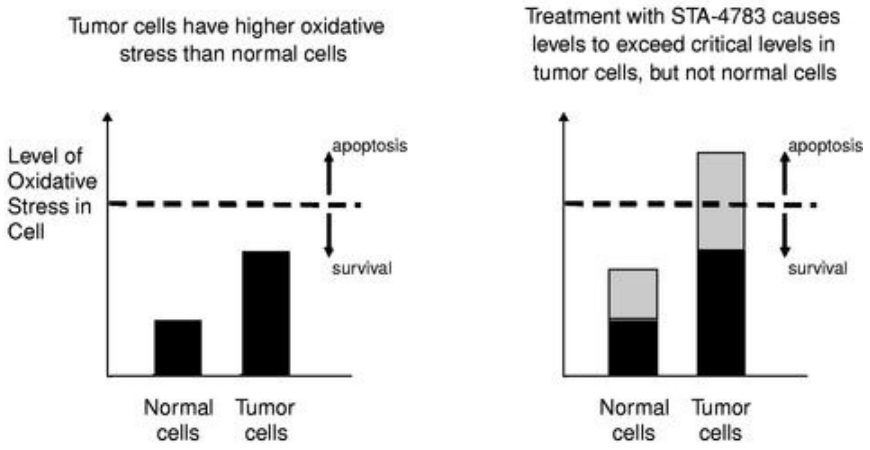
STA-4783 Mechanism of Action

STA-4783 is a novel, injectable, small molecule drug candidate that induces an oxidative stress response in cells. This response is characterized by increased production of gene families that protect against different cellular stresses, including excessive heat, the presence of reactive oxygen species such as oxygen radicals, or the presence of heavy metals. The genes that we have shown in preclinical studies to be induced by STA-4783 in human melanoma cell lines include:

Gene family	Family members induced by STA-4783	Role
Heat shock proteins	Hsp105, Hsp70, Hsp60, Hsp47, Hsp40, Hsp27, Hsp10, crystallin alpha B	Protect against excessive heat and reactive oxygen species
Antioxidants	Transaldolase 1, superoxide dismutase 2, thioredoxin reductase 1, peroxiredoxin 1, glutamate cysteine ligase, glutathione reductase 1	Protect against reactive oxygen species
Metallothioneins	MT1E, MT1F, MT1G, MT1H, MT1M, MT1X, MT2A	Protect against heavy metals

At low levels and for short durations, the oxidative stress response is protective, acting to reduce the impact of the stress on the cell and allow the cell to survive. Above a certain critical threshold level, however, when the stress has been too severe for the cell to continue to function normally, the response can trigger cell death. Normal, non-cancer cells typically function at a low, steady-state level of oxidative stress, while cancer cells, due in part to the rapidly dividing nature of the cancer cell, typically operate at a much higher level of oxidative stress.

We believe that STA-4783 causes tumor cell death by increasing the level of oxidative stress inside cancer cells above a critical sustainable threshold. We believe the action of STA-4783 may be selective in part because the level of oxidative stress in normal, non-cancer cells is typically lower, and therefore the actions of STA-4783 do not trigger the death of those cells. This concept is illustrated in the schematic below.



Excess oxidative stress triggers cell death through two pathways, one of which is external to the cell, and one of which is internal to the cell:

- *External to cell—activation of killing of tumor cells by the body's immune system.* This can occur through the increased presence of Hsp70 on tumor cell surfaces, which can bind to natural killer, or NK, cells of the immune system, leading to direct killing of tumors by NK cells.

- *Internal to cell—initiation of programmed cell death, or apoptosis.* Cells have certain signaling pathways that result in cell death when activated. In situations of high stress, these pathways are activated.

In our preclinical experiments, we have observed evidence that treatment with STA-4783 induces both of the above pathways of tumor cell death. Which of these two pathways is predominant in the clinical setting, cancer in human subjects, is not currently known, but may be explored in future clinical trials.

In our preclinical experiments, while we observed significant activity of STA-4783 as a single agent *in vitro,* we observed minimal activity of STA-4783 as a single agent in animal models of cancer at therapeutically relevant doses. We did, however, observe a high degree of synergy between STA-4783 and the taxanes paclitaxel and docetaxel at therapeutically relevant doses in animal models. We demonstrated this synergy in a variety of animal models of cancer including breast, lung, lymphoma, colorectal, and melanoma. We believe the synergy with the taxanes in our preclinical experiments may be related to both of the above pathways, due to interactions between taxanes and immune system cells and due to interactions between taxanes and the signaling pathways that are involved in programmed cell death. Which of these pathways of synergy is predominant in the clinical setting is not currently known, but may be explored in future clinical trials.

Our preclinical safety studies showed that the increase in anti-tumor activity was accompanied by minimal increase in toxicity with STA-4783 in combination with taxanes.

Additional Cancer Types for Future Clinical Development

Based on the activity seen in a broad range of tumor models in preclinical experiments, and our understanding of the mechanism of action, which is not specific to melanoma, we believe that STA-4783

has the potential to treat many forms of cancer. We prioritize our clinical development plans based on a number of criteria, including scientific rationale and degree of unmet medical need. Based on these criteria, we believe there are several attractive opportunities for the further clinical development of STA-4783, including:

- *Cancers in which taxanes are used*. Based on the synergistic activity of STA-4783 and taxanes seen in our melanoma clinical trial and in our preclinical models in other cancer types, we believe other cancers in which taxanes are used may be promising opportunities. Prostate, breast, ovarian, and lung cancers are commonly treated with taxanes. In addition, taxanes have been tested in pancreatic cancer, with significant room for improvement and a high unmet need. In our Phase 2 clinical trial in non small-cell lung cancer, we studied a dosing regimen of once every three weeks; we believe a more frequent dosing schedule, with a higher total monthly drug exposure, such as we used in our melanoma trial, may warrant further exploration.

- *Cancers in which we have observed signs of activity of STA-4783 in our Phase 1 clinical trial* . In our Phase 1 clinical trial, partial response or disease stabilization was observed in several cancer types, including melanoma, ovarian, Kaposi's sarcoma, angiosarcoma, parotid gland adenocarcinoma, colorectal, pancreatic and paraganglioma. In particular, one patient with a history of recurrent ovarian cancer had a documented partial response to treatment with STA-4783 plus paclitaxel after having failed multiple prior chemotherapeutic regimens. This patient received a Special Protocol Exception from the FDA in order to continue on STA-4783 plus paclitaxel beyond the end of the clinical trial and received a total of eight cycles of treatment. We believe that these cancer types may warrant further exploration.

- *Immune-sensitive cancers*. Our preclinical results suggesting an immune-mediated component to the mechanism of action, and our positive clinical results in melanoma, a cancer type believed to be sensitive to therapies with immune-mediated mechanisms, suggest application to other cancer types considered to be immune-sensitive, such as renal cell carcinoma and cancer of the bladder.

- *Adjuvant treatment of earlier-stage melanoma.* Adjuvant therapy with interferon alfa-2b, an immunotherapy marketed as Intron A by Schering-Plough, is FDA-approved for use following surgical removal of melanoma to reduce the likelihood of disease recurrence. We believe the possible immune-mediated component of the mechanism of action of STA-4783 suggests a potential role in adjuvant therapy.

We are evaluating these opportunities and expect to initiate Phase 2 clinical trials in one or more of these indications in 2007.

New Formulations

To date, all of our clinical trials have been conducted using the free acid form of STA-4783, which we intend to continue to use in our clinical trials planned for 2007 as well as our commercial product if STA-4783 is approved. This form is dissolved in the paclitaxel solution, diluted in a saline infusion bag and co-administered via the same infusion line. In order to use the free acid form of STA-4783 with other oncology products, including taxanes other than paclitaxel, it must be dissolved in an organic solvent, which may cause increased toxicity. We have also developed a water soluble salt form of STA-4783 that may be more easily used with other taxanes and oncology products that have a different formulation than paclitaxel. We intend to explore the use of this new salt form of STA-4783 in future clinical trials in order to expand its potential use in combination with other chemotherapies. In addition, in preclinical studies, we have observed oral bioavailability of STA-4783, and are exploring the possibilities of an oral formulation, such as a tablet or capsule.

Other Oncology Programs

STA-9090 and Our Hsp90 Inhibitor Program

We are using our internal chemistry and drug optimization expertise in the area of heat shock proteins to develop novel synthetic small molecule inhibitors of Hsp90 for the treatment of cancer. STA-9090 is a novel chemical entity that selectivity inhibits the activity of Hsp90. This program is currently in preclinical development.

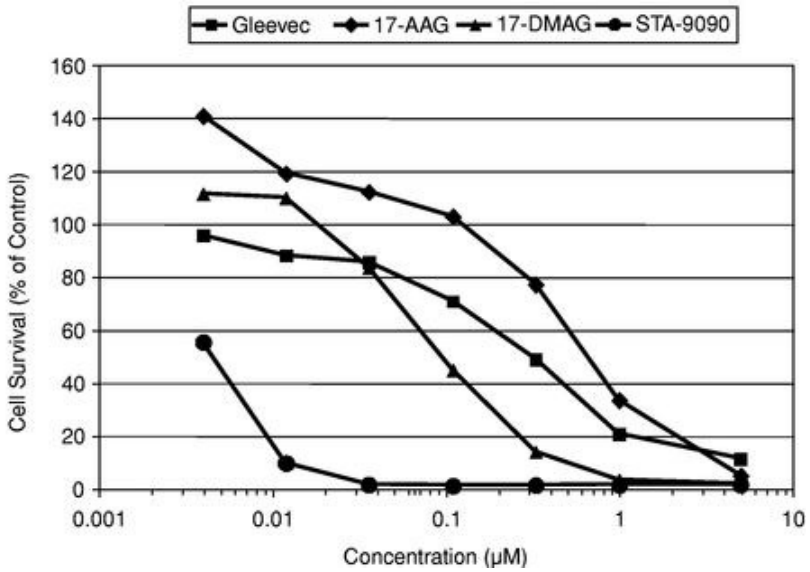
Hsp90 is a chaperone protein that regulates the folding, stability, and function of numerous signaling proteins that trigger uncontrolled proliferation in cancer cells. Many of the proteins that require Hsp90 for their folding and activity are kinases that regulate tumor survival, proliferation, and angiogenesis. These include well-recognized cancer targets such as Bcr-Abl, Her2, EGFR, c-Kit, c-Met, Flt3, and BRAF, which are the targets of approved anticancer drugs such as Gleevec, Herceptin, Tarceva, and Erbitux, all of which are direct inhibitors of these kinase proteins. We believe that inhibiting kinases indirectly, by disrupting the chaperone activities of Hsp90, provides two advantages: first, a means to simultaneously attack multiple cancer-promoting kinases; and, second, an ability to kill tumor cells with mutated kinases that have lost responsiveness to direct kinase inhibitors. Furthermore, since cancer cells have far greater levels of active Hsp90 than normal cells, we believe that inhibitors of Hsp90 may selectively halt proliferation of tumor cells and thereby cause cancer cell death.

A number of companies have programs targeting inhibition of Hsp90 for the treatment of various forms of cancer. Based on results from experiments we conducted in both cell models and preclinical animal models, we believe that our lead compound, STA-9090, displays substantially higher potency than competing Hsp90 inhibitors in development. In addition to the higher potency of STA-9090 in certain cancer types, these experiments also demonstrated that STA-9090 may be active against cancer cell types for which other Hsp90 inhibitors have not shown activity. We believe these findings suggest a potential competitive advantage for STA-9090 in treating those cancers.

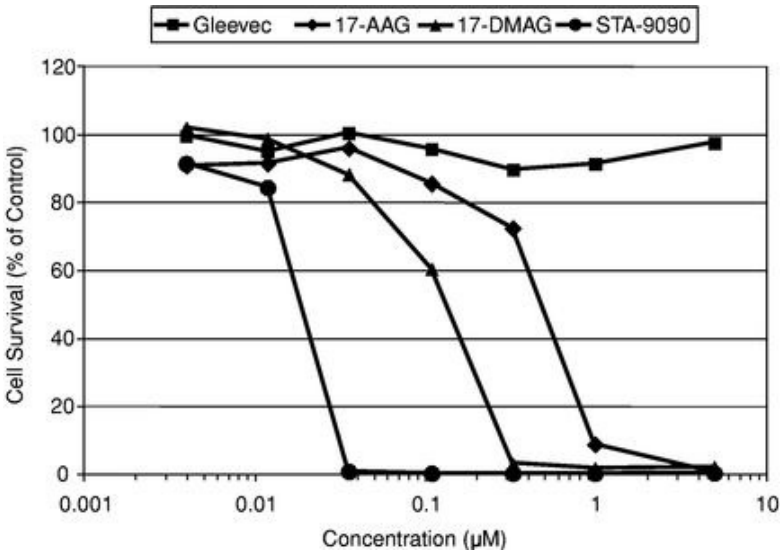
To our knowledge, the Hsp90 inhibitors that are furthest along in clinical development are 17-AAG, or tanespimycin, and 17-DMAG, or alvespimycin. These compounds are being developed by Kosan for several cancer types including multiple myeloma, breast cancer, and melanoma. Both of these compounds are derivatives of the natural product, geldanamycin, and have been observed to have certain serious side effects, including liver toxicities. In contrast, STA-9090 is a novel small molecule compound that is not a geldanamycin derivative or analog. In addition, while 17-AAG and 17-DMAG have complex routes of synthesis, STA-9090 has a relatively simple route of synthesis.

In the figures below we illustrate what we believe are the two key potential advantages of our Hsp90 inhibitor, STA-9090: improved potency and the activity against cancers that have developed resistance to kinase inhibitors.

Improved potency. One of the several kinases that we have observed in preclinical testing to be more sensitive to STA-9090 than to other Hsp90 inhibitors is c-Kit. c-Kit plays a critical role in two cancer types: gastro-intestinal stromal tumors, or GIST, and acute myelogenous leukemia, or AML. The c-Kit gene is often mutated in cancers and can drive uncontrolled cancer cell proliferation. Inhibition of Hsp90 leads to the degradation and loss of c-Kit. In preclinical testing we have found that STA-9090 is more effective in causing the loss of c-Kit relative to other Hsp90 inhibitors such as 17-AAG and 17-DMAG. This loss of c-Kit leads to the death of those cancer types that depend upon c-Kit for their growth and survival. The figure below shows the result of an *in vitro* experiment we conducted comparing the activity of STA-9090 against human AML tumor cells with the two leading Hsp90 inhibitors, 17-AAG and 17-DMAG, and with the Bcr-Abl and c-Kit kinase inhibitor Gleevec. This figure shows that STA-9090 was 25-fold to 170-fold more effective in tumor cell killing than these other agents in this experiment, as measured by the IC_{50} (the dose that killed 50% of tumor cells).



Activity against cancers that develop resistance to kinase inhibitors. In patients who are treated for cancers with kinase inhibitors such as Gleevec, an initial period of responding to treatment can be followed by a relapse, in which the disease rapidly worsens and no longer responds to further treatment with that kinase inhibitor. This relapse is believed to be due to the appearance of new mutations in the target kinase. In contrast to direct kinase inhibitors, STA-9090 is an indirect kinase inhibitor that acts by inhibiting Hsp90 rather than the kinases themselves. STA-9090 therefore has the potential to be effective in inhibiting both the original and the mutant kinases. The figure below illustrates this point. In an *in vitro* experiment, a tumor cell line with a Gleevec-resistant mutation in c-Kit is no longer killed by Gleevec. In contrast, STA-9090 demonstrates potent killing of these cells. This figure also shows that STA-9090 is substantially more potent than the competing Hsp90 inhibitors, 17-AAG or 17-DMAG, in this model, as with the previous model.



In addition to the activity shown in cancer cells in the figures above, we have shown that STA-9090 is more potent than 17-AAG in a range of additional cancer cell models as well as in multiple

preclinical animal models of human cancer types including lung, prostate carcinoma, breast, gastric, melanoma, lymphoma, multiple myeloma, acute myelogenous leukemia, and chronic myeloid leukemia.

We believe that our preclinical data suggest the potential for using STA-9090 to treat patients whose cancers have relapsed following treatment with small molecule kinase inhibitors such as Gleevec or Tarceva. In addition, we believe that knowledge of which cancer-causing proteins are most susceptible to treatment with STA-9090 will help us to focus our clinical development on cancer types most likely to respond to treatment with our drug candidate.

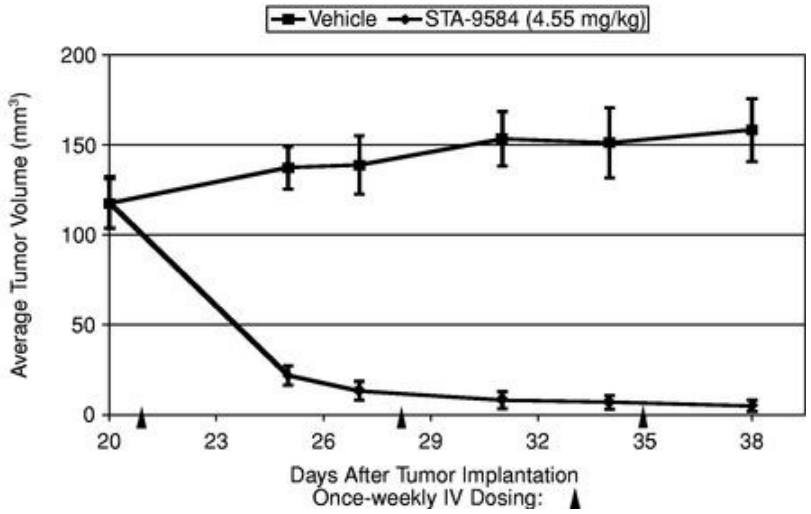
STA-9584—Our Vascular Disrupting Agent

STA-9584 is a novel anticancer agent with a dual mechanism of action: STA-9584 disrupts the vessels feeding tumors, which can choke off the supply of oxygen and nutrients, and, in addition, STA-9584 directly causes tumor cell death by inhibiting microtubules, which are cellular structures that play an important role in cell division and proliferation. STA-9584, has demonstrated strong activity in a range of animal models of human tumors, including prostate, lung, breast, melanoma, and lymphoma. This program is in preclinical development.

Because rapidly growing cancer cells have a high demand for oxygen and nutrients, tumors cause new blood vessels to grow in order to supply those needs. Those new vessels differ from normal blood vessels in that they are fragile and weak, forming disorganized and tortuous networks. We believe that drugs that disrupt tumor vessels, or tumor vasculature, could therefore starve tumor cells of oxygen and nutrients, leading to the rapid death of these cells, including tumor cells resistant to other therapies. Vascular disruption contrasts with anti-angiogenic approaches, such as the proposed mechanism of action of approved cancer drugs such as Avastin, which inhibit the growth of new tumor blood vessels but are not believed to affect established tumor vasculature.

To our knowledge, of the drug candidates in the category of vascular disrupting agents, combrestatin is one of the furthest along in development. We believe the dual mechanism of action of STA-9584 represents an important difference from combretastatin, in that STA-9584 both disrupts tumor vasculature and directly kills tumor cells through inhibiting microtubules. Consistent with this dual mechanism, we have observed in our preclinical models that STA-9584 causes tumor cell death throughout the tumor, both at the tumor core and rim, whereas vascular disrupting agents such as combretastatin cause tumor cell death primarily at the core of tumors, where the demand for oxygen and nutrients is most pronounced.

We believe the high potency of STA-9584 and acceptable therapeutic index in our preclinical models make this compound a promising candidate for treatment of a wide range of solid-tumor cancers. An example of the potency of STA-9584 is shown in the figure below, in which STA-9584 leads to complete tumor elimination in a preclinical model of prostate cancer. In this preclinical study, PC-3 human prostate cancer cells were implanted subcutaneously into nude mice. Once tumors reached over 100 mm^3 in size, mice were treated with a placebo control or STA-9584 by intravenous injection once per week. Three doses of STA-9584 caused the regression of tumors.



Inflammatory Disease Programs

We have the following two inflammatory disease programs in development:

- *Apilimod (STA-5326).* Apilimod is our novel, orally administered, small molecule drug candidate that inhibits the production of the cytokines interleukin-12, or IL-12, and interleukin-23, or IL-23, which are believed to be important regulators of the biological processes underlying certain autoimmune and inflammatory diseases. We are currently conducting a Phase 2a clinical trial in patients with rheumatoid arthritis and sponsoring a Phase 2a clinical trial in patients with CVID. We expect to report results from both of these trials in 2007.

- *CRAC ion channel inhibitors.* We are developing inhibitors of calcium release-activated calcium, or CRAC, ion channels expressed on immune cells, for the treatment of autoimmune diseases, transplant rejection, asthma, and allergy. We have discovered a family of novel, small molecule, orally administered CRAC ion channel inhibitors that are both selective and highly potent.

Inflammatory Disease Background

Inflammatory diseases are typically caused by aberrant activity of the immune system. The immune system normally protects the body from injury and infection, but in autoimmune diseases it attacks and damages the body's own tissues. Major autoimmune diseases include rheumatoid arthritis, psoriasis, Crohn's disease, and multiple sclerosis. Together, these diseases afflict over seven million people in the United States and over 21 million people worldwide.

Despite the availability of numerous therapeutic options for these diseases, inflammatory diseases remain major causes of impairment of daily activities, reduced quality of life, significant disability, and sometimes death. Current therapeutic treatments for chronic inflammatory diseases have the potential to cause musculo-skeletal, endocrinologic, neurologic, and metabolic side effects, which can limit their long-term use. The limitations of conventional treatments, together with a growing understanding of the pathogenesis of inflammatory diseases, have stimulated significant interest in the development of targeted immune modulators for the management of chronic inflammatory diseases.

Apilimod (STA-5326) and Our Oral IL-12/23 Inhibitor Program

We believe we have discovered the first oral, small molecule, selective inhibitors of the cytokines IL-12 and IL-23. We have conducted or sponsored eleven Phase 1 and Phase 2 clinical trials with our lead compound, apilimod, also designated STA-5326, or its salt form, apilimod mesylate, also

designated STA-5326m. To our knowledge, there are no other oral, selective IL-12 and IL-23 inhibitor drug candidates from other companies currently in clinical development. Although our clinical trials in psoriasis and Crohn's disease did not achieve their primary endpoints, we have ongoing Phase 2a clinical trials of apilimod for rheumatoid arthritis and CVID, and we continue to believe that oral small molecules targeting IL-12 and IL-23 represent a promising therapeutic approach. We may continue to pursue this program with new generations of compounds that improve upon the pharmaceutical properties of apilimod.

The IL-12 cytokine is an important "master switch" that triggers the immune response of the T cell known as T helper type 1, or T_H1. T cells play a critical role in the coordination of the body's immune response, and while T_H1 cells are normally involved in the body's defense against intracellular attack by bacteria and other micro-organisms, an overactive T_H1 response can lead to various autoimmune or inflammatory diseases including Crohn's disease, psoriasis, rheumatoid arthritis, multiple sclerosis, and CVID. The IL-23 cytokine is critical to the generation of the T cells which produce other pro-inflammatory proteins believed to be important to maintaining the immune response. We believe that the Phase 2 clinical trial results observed with anti-IL-12/23 antibody therapies validate the inhibition of IL-12/23 activity as a promising approach for the treatment of inflammatory and autoimmune diseases.

Rheumatoid Arthritis

Rheumatoid arthritis is a chronic autoimmune disease that is primarily characterized by joint synovial inflammation that can lead to long-term joint damage, chronic pain, loss of function and disability. Over two million people suffer from the disease in the United States. We are currently conducting a randomized, placebo-controlled Phase 2a clinical trial of apilimod in rheumatoid arthritis patients with moderate to severe disease. All patients in this clinical trial are to be treated with methotrexate, a commonly used drug to treat rheumatoid arthritis, in addition to receiving either apilimod or placebo. The primary endpoint of this trial is based on an assessment of markers of inflammation in joint tissue after four to eight weeks of treatment. We believe that tissue assessments will provide an objective measure that will allow conclusions regarding potential efficacy to be based on a smaller number of patients. We plan to enroll approximately 20 patients and expect results from this trial to be available in 2007.

Common Variable Immunodeficiency

CVID is a disease characterized by the defective production of antibodies, which exposes patients to increased risk of life-threatening infections and, in some patients, autoimmune conditions and gastrointestinal diseases. In addition, CVID patients are at increased risk of cancer and inflammatory conditions. The incidence of CVID is poorly understood and is estimated to be between 1:25,000 and 1:66,000, with the highest incidence seen in Caucasian and European populations. More than 10% of CVID patients experience gastrointestinal manifestations that are believed to be associated with high levels of IL-12 expression in the digestive tract. In collaboration with the National Institutes of Health, we initiated an exploratory open-label Phase 2a clinical trial of apilimod in up to five CVID patients with gastrointestinal manifestations. This study is designed to assess changes in clinical symptoms, changes in objective measures of disease activity, including tests for malabsorption, and changes in biopsy samples of the gastrointestinal tract, including measurements of IL-12 production in the gut, before and after treatment with apilimod. We expect results from this trial to be available in 2007.

Psoriasis

Psoriasis is a chronic, inflammatory skin disorder that is characterized by thickened, red areas of skin that are covered with scales. The area of skin affected can range from discrete, localized patches, to extensive areas of the body. The joints, nails, and mucous membranes may also be affected by the

disease. Chronic plaque psoriasis is the most common form of psoriasis. This disease involves the formation of plaques, which are circular-to-oval, elevated, and often scaly skin lesions that contain swollen blood vessels and infiltrating immune cells. Affected areas are characterized by itching, swelling, and pain, all of which can impair daily activities and sleep.

We conducted two complementary Phase 2 clinical trials of apilimod for the treatment of moderate to severe chronic plaque psoriasis. In each of these trials patients were treated for 12 consecutive weeks. One psoriasis trial was an open-label Phase 2a clinical trial designed to assess the biological response to apilimod through histological studies of skin biopsies. While the data showed signs of activity, as assessed both histologically and clinically, strong clinical benefit was not demonstrated. Another psoriasis trial was a double-blind, randomized, placebo-controlled, multicenter Phase 2b clinical trial of 212 patients. Despite observing a difference between apilimod and placebo, the primary endpoint of the trial was not achieved, and the magnitude of clinical benefit did not warrant advancement into Phase 3 clinical trials at the doses and with the formulation tested. We are exploring whether inadequate distribution of apilimod to the skin could underlie the insufficient clinical benefit observed in these clinical trials and are developing a topical formulation of apilimod to test this hypothesis.

Crohn's Disease

Crohn's disease is a chronic inflammatory bowel disease characterized by inflammation at points throughout the length of the gastrointestinal, or digestive, tract. Symptoms can be severe and include abdominal pain, frequent diarrhea and intestinal bleeding. In addition, patients with Crohn's disease may experience malnutrition and an increased risk of colorectal cancer.

We initiated three Phase 2 clinical trials in moderate-to-severe Crohn's disease: a 73-patient Phase 2a clinical trial, a planned 282-patient Phase 2b clinical trial and a planned 12-patient biomarker trial. The Phase 2a clinical trial was an open-label, dose-escalating study to assess the safety, pharmacokinetics, and efficacy of apilimod. In this trial, a capsule formulation containing the free base form of apilimod was studied. Promising signs of activity were observed. In the Phase 2b study, we switched formulation to a tablet containing the mesylate form of apilimod. This Phase 2b study was a double-blind, randomized, placebo-controlled, multicenter clinical trial with two treatment arms and one placebo arm. As specified in the protocol, an interim analysis was performed after half the patients expected to be enrolled in the trial had completed treatment. This analysis indicated a low likelihood of achieving the primary endpoint in the trial, and thus, the Phase 2b and biomarker trials were terminated at that point.

We are currently exploring whether the change in formulation and drug form, from the free base capsule form used in the Phase 2a study to the mesylate tablet form used in the Phase 2b study, could underlie the lower response rates observed in the Phase 2b study, or whether the Phase 2a response rates were contaminated with substantial placebo effect bias. We have initiated work on a follow-on generation of IL-12/23 inhibitors, which we believe may have improved pharmaceutical properties.

CRAC Ion Channel Inhibitors

Ion channels have proven to be very attractive targets for small molecule drug development. Examples of successful ion channel modulating drugs include Norvasc, which is marketed by Pfizer for the treatment of hypertension, and Ambien, which is marketed by Sanofi-Aventis for the treatment of insomnia. Ion channel modulators developed to date target channels on excitable cells, which are cells that transmit electrical signals, such as muscle cells and nerve cells, and have been primarily developed for treating cardiac or central nervous system conditions. While ion channels in excitable cells are involved in the electrical signaling of those cells, ion channels are also known to play an important role in the signaling pathways and function of certain non-excitable cell types, such as immune cells.

We are developing small molecule inhibitors of calcium release-activated calcium, or CRAC, ion channels expressed on immune cells. The CRAC ion channel is the primary route for calcium entry into T cells and mast cells. Calcium entry regulates multiple immune cell processes, including T cell proliferation and cytokine secretion, which are important for initiating and sustaining an inflammatory immune response. The relevance of inhibiting this biological pathway has been validated by the clinical and market success of the calcineurin inhibitors, cyclosporin and tacrolimus, in treating autoimmune diseases and transplant rejection. The calcineurin inhibitors, however, act on both immune and non-immune cell types and have substantial toxicities. By more selectively inhibiting the same biological pathway, therapies that inhibit CRAC ion channels offer the potential of modulating the immune system with fewer toxicities. Such therapies may hold promise for treating immune disorders such as rheumatoid arthritis, psoriasis, multiple sclerosis, transplant rejection, allergy, or asthma.

We have discovered a family of novel, small molecule, orally administered CRAC ion channel inhibitors that are both selective and highly potent. We have demonstrated in preclinical experiments that these compounds inhibit the production by immune cells of multiple critical pro-inflammatory cytokines, such as TNFα and IL-2, which are critical to immune disorders such as rheumatoid arthritis and transplant rejection. We have also demonstrated that some of these compounds inhibit mast cell degranulation and the release of histamines, which is believed to be important for the treatment of allergy and asthma. We have shown that our compounds are effective in multiple animal models of immune diseases, including models of arthritis. This program is in the lead optimization stage of preclinical development.

Our Drug Discovery Capabilities

Our drug discovery approach is based on the close integration and rapid cycle times among our chemistry, biology, and pharmaceutical development groups. Drug candidates are typically identified using novel chemical structures from our chemical compound library in cell-based assays that are designed to preserve the complexity of biological signaling. Early *in vivo* testing and a rapid optimization process allow us to generate a high number of promising leads from our screening hits, improve the profiles of our compounds, and, in some cases, discover novel pathways or mechanisms of action with the potential to define entirely new categories of treatment.

Our approach integrates the following capabilities and resources:

- *Unique chemical compound library.* Our chemical library contains over 100,000 small molecules and numerous plant extracts collected from universities, non-profit institutions, other organizations, and commercial sources. Many of our compounds are proprietary and not available from commercial sources. This library represents a diverse and distinct set of chemical structures that was not generated using combinatorial chemistry and continues to be a valuable source of lead compounds for drug discovery. We are continuing our compound collection efforts. In addition, for each of our discovery programs we build focused libraries dedicated to particular drug targets. We have the three-dimensional structure of most of our compounds, allowing us to use computer-based, or *in silico*, screening to identify new drug candidates.

- *Broad set of screening assays.* We have high throughput screening capabilities linked to our chemical library that facilitate the rapid identification of new drug candidates. We have developed a wide variety of biochemical and cell-based *in vitro* assays designed to identify promising compounds for treating cancer, immune disorders and other diseases, which form the basis of our initial screening efforts. In addition to assays for identifying new compounds, we have also developed assays we use for early optimization of safety and pharmacokinetic properties.

- *Robust in vivo testing capabilities.* We have substantial *in vivo* testing facilities that we use for evaluating the safety, efficacy, and pharmaceutical properties of our compounds, including absorption, distribution, metabolism, excretion, and toxicology properties. These facilities are equipped for detailed experimental measurements and surgical tasks, such as the rodent microsurgery we use for sophisticated toxicology assessments. We have experience with a wide range of animal models of disease, including multiple models in cancer, inflammatory diseases and metabolic diseases. We believe the ability to complete early testing of compounds *in vivo*, internally and without dependencies on third parties, is a valuable advantage in our ability to rapidly optimize the pharmaceutical properties of our most promising compounds.

- *Multi-functional chemistry capabilities.* We possess a full range of chemistry capabilities, including medicinal chemistry, analytical chemistry, physical chemistry, process development and computational chemistry. Our approach to medicinal chemistry applies the rigorous exploration of permutations of biologically active molecular components to optimize lead compounds. Our in-house process development capability of characterizing and specifying manufacturing processes for our compounds allows us to reduce dependencies on third parties and is an important advantage in our ability to successfully commercialize our drug candidates.

- *Methods for novel target elucidation and validation.* Our scientists use expression profiling, RNA interference, affinity purification, proteomics, electrophysiology, and other methods to identify the therapeutic intervention points of novel, promising compounds.

Our Business Strategy

Our mission is to extend and enhance the lives of patients by discovering, developing, and commercializing novel pharmaceutical products for treating severe medical conditions. The key elements of our strategy are to:

- *Maximize the value and commercial potential of our lead drug candidate, STA-4783.* Our plans to maximize the potential of STA-4783 include: (1) initiating a pivotal, Phase 3 clinical trial in metastatic melanoma in 2007; (2) initiating Phase 2 clinical trials in additional cancer indications in 2007; (3) developing new forms or formulations that may allow for increased market penetration and ease of use; and (4) using our discovery capabilities to continue to identify new potential uses, develop follow-on compounds, and strengthen our intellectual property position.

- *Advance the development of our four other pipeline programs.* We intend to continue to advance the research and development efforts for our pipeline drug programs, apilimod, STA-9090, STA-9584, and our CRAC ion channel inhibitor program by: (1) advancing these programs through a robust series of exploratory clinical trials; (2) improving our understanding of the underlying science behind these compounds and their impact on the target diseases, in order to enhance our ability to identify those patients most likely to benefit; and (3) using our discovery capabilities to identify new potential uses, develop follow-on compounds, and strengthen our intellectual property position.

- *Build a commercial infrastructure for specialty markets.* Our drug candidates target markets primarily treated by specialist physicians. If approved by regulatory agencies, our lead drug

candidate STA-4783 will be prescribed in the United States primarily by oncologists, allowing us to market STA-4783 with a relatively small specialty sales force and to use less costly, more focused marketing campaigns. An oncology-focused specialty market commercial infrastructure may allow us to retain greater financial returns from, and preserve control of, our lead drug candidate and any subsequent anti-cancer products we develop.

- *Partner selectively with pharmaceutical companies to enhance the overall value of our programs.* At present we have retained worldwide rights to all of our drug candidates in all geographic markets and in all therapeutic indications. For certain drug candidates, we may in the future establish collaborations with other pharmaceutical companies in order to enhance the overall value of those programs through increased scientific and commercial resources and capabilities.

- *Continue to use our drug discovery assets and capabilities to generate novel small molecule drug candidates for severe medical conditions.* All of our current drug candidates were discovered and developed internally. We believe that our proprietary chemical compound library and our experience and expertise in identifying and developing promising new chemical compounds are valuable competitive advantages. We also believe that small molecule therapies have certain cost and convenience advantages, and that specialty therapeutic markets have certain commercial advantages, which represent attractive opportunities. We therefore intend to continue to invest in our drug discovery platform and expand our pipeline of drug candidates that have distinct mechanisms of action and novel chemical structures.

Manufacturing

Our drug candidates and preclinical compounds are small molecules that can be readily synthesized by processes that we have developed. Utilizing our medicinal chemistry and process development capabilities, we have developed manufacturing processes to produce the active pharmaceutical ingredients, or API, for our drug candidates. We also have the internal capability to synthesize small molecule compounds in quantities of up to several hundred grams for use in our preclinical studies, including proof-of-concept studies in animal models, early pharmacokinetic assays, initial toxicology studies, and formulation development. We currently contract with third parties for the synthesis of all materials used in our clinical trials and rely on third party manufacturers for the supply of our drug candidates in bulk quantities and for the production of suitable dosage forms.

The starting materials and reagents required for synthesizing our drug candidates and preclinical compounds are commercially available from multiple sources. We have established a quality control and quality assurance program, including a set of standard operating procedures, analytical methods, and specifications, designed to ensure that our drug candidates are manufactured in accordance with the FDA's current Good Manufacturing Practices, or cGMP, and other applicable domestic and foreign regulations. We have selected manufacturers that we believe comply with cGMP and other applicable regulatory standards. We do not currently expect to manufacture cGMP material internally for our clinical trials nor undertake the commercial scale manufacture of our drug candidates after approval. We are discussing with our current suppliers and other third party manufacturers the long-term supply and manufacture of these and other drug candidates we may develop.

STA-4783

We are currently working with two contract manufacturers to produce STA-4783 in its free acid form, which is the active pharmaceutical ingredient, or API, that will be used in the Phase 3 clinical trial of STA-4783 for metastatic melanoma and any Phase 2 clinical trials we may initiate in other cancer indications in 2007. We intend to use one of these manufacturers as the primary supplier of STA-4783 API and the other as a backup manufacturer for the clinical trials initiated in 2007 and potentially, for commercial supply in the future. We have contracts with each of these manufacturers to

produce STA-4783 API in quantities we believe will be sufficient for our current clinical trial needs, but to date, these manufacturers have only produced pilot batches of STA-4783, and there can be no assurances that they will be able to produce STA-4783 API in the quantities and to the specifications needed for our clinical trials. If the primary manufacturer we choose to provide STA-4783 API should become unavailable to us for any reason, we believe the backup manufacturer will be able to provide us with sufficient STA-4783 API with little or no delays in our trials. If both of these manufacturers should become unavailable, we believe that there are a number of potential replacements, as our processes are not technically complex nor manufacturer-specific. However, we may incur some added cost and delay in identifying or qualifying such replacements, including delays associated with transferring the process to the new manufacturer and conducting manufacturing runs. We do not currently have a contract with any manufacturer for commercial supply of STA-4783 API.

We intend to use a single manufacturer for the preparation of STA-4783 drug product. This preparation involves highly specialized processing, including the automated filling of vials with STA-4783 API under sterile conditions. We believe that our selected manufacturer may be one of a limited number of third party contract manufacturers currently capable of conducting this process on our behalf. To date, this third-party manufacturer has verbally agreed and provided a term sheet to meet our manufacturing requirements for the planned Phase 3 clinical trial of STA-4783 for metastatic melanoma and additional Phase 2 trials of STA-4783 for other cancer indications in 2007. Although we are currently in discussions with this manufacturer regarding a contract for the supply of STA-4783 drug product for clinical trials and potentially, for commercial supply, there can be no assurances that we will be able to enter into a contract with this or another manufacturer on acceptable terms, if at all.

It is our intention to have an adequate inventory of STA-4783 drug product to complete our planned Phase 3 clinical trial for metastatic melanoma and any Phase 2 trials in additional cancer indications, prior to beginning any such trial.

Sales and Marketing

We currently have no marketing, sales or distribution capabilities. In order to commercialize any of our drug candidates, we must develop these capabilities internally or through collaboration with third parties. In selected therapeutic areas where we feel that any approved products can be commercialized by a specialty sales force that calls on a limited and focused group of physicians, we currently plan to commercialize these drug candidates. In therapeutic areas that require a large sales force selling to a large and diverse prescribing population, we currently plan to partner our drug candidates for commercialization.

Our plan is to retain commercial rights to our lead oncology drug candidate, STA-4783, in North America either exclusively or through a co-development and/or co-promotion arrangement with a larger company. While the primary diagnosing physicians for melanoma are dermatologists and primary care physicians, care of patients with metastatic melanoma is referred to oncologists, surgical oncologists and dermatological oncologists. In the United States, oncology is a highly concentrated specialty, with approximately 650 community cancer programs and oncology private practices and approximately 9,000 oncologists in private practice. We believe this concentration of target physicians can be effectively addressed by a small focused sales force. Companies with comparable products target oncologists with sales forces of approximately 70 to 100 sales representatives. As we obtain additional label indications for STA-4783 in other types of cancer, we may choose to increase our sales force size to promote these new uses. Due to their concentrated and focused nature, specialty target audiences may be reached with more focused and cost-effective marketing campaigns. Outside North America, we may choose to license rights to STA-4783 to a strategic partner.

We intend to build the commercial infrastructure necessary to bring STA-4783 to market alone or in collaboration with a co-development and/or co-promotion partner. In addition to a specialty sales

force, sales management, internal sales support, and an internal marketing group, we will need to establish capabilities to manage key accounts, such as managed care organizations, group purchasing organizations, specialty pharmacies, and government accounts including Veterans Affairs and the Department of Defense. We may also choose to employ medical sales liaisons personnel to support the product.

Competition

The development and commercialization of new drugs is highly competitive. We will face competition with respect to all drug candidates we may develop or commercialize in the future from pharmaceutical and biotechnology companies worldwide. The key competitive factors affecting the success of any approved product will be its efficacy, safety profile, price, method of administration and level of promotional activity. The efficacy and safety profile of our drug candidates relative to competitors will depend upon the results of our clinical trials and experience with the approved product in the commercial marketplace.

STA-4783. If approved, STA-4783 may compete with:

- Drugs that are approved by the FDA for the treatment of metastatic melanoma. Currently, in the United States, there are only two drugs approved for the treatment of metastatic melanoma: dacarbazine/DTIC and the injectable protein interleukin 2, or IL-2. In addition, interferon alfa-2b, also an injectable protein, is the only drug approved for use as an adjuvant to surgery to prevent relapse of melanoma;

- Drugs that are not approved for the treatment of metastatic melanoma, but are used "off-label" to treat the disease, including taxanes, temozolomide, vincristine, carmustine, melphalan, and platinum-chemotherapeutics, such as cisplatin and carboplatin; and

- Compounds in development for metastatic melanoma. Compounds in clinical development may be grouped into five categories: (1) the kinase inhibitors such as Nexavar, being developed by Bayer and Onyx, Sutent, being developed by Pfizer, and ispinesib, being developed by Cytokinetics and GlaxoSmithKline; (2) the anti-CTLA-4 monoclonal antibodies, ipilimumab and ticilimumab; (3) the anti-integrin volociximab; (4) cancer vaccines such as M-Vax and MDX-1379; and (5) derivatives, analogs, or reformulations of known chemotherapies, such as Abraxane, or other chemotherapies.

Apilimod. If approved, apilimod is expected to compete against the currently approved therapies for the treatment of chronic inflammatory diseases, including:

- large-molecule, injectable TNFα-antagonists, including: Remicade, marketed by Johnson & Johnson; Enbrel, marketed by Amgen and Wyeth Pharmaceuticals; and Humira, marketed by Abbott Laboratories; and

- broadly immunosuppressive small molecule agents including corticosteroids and azathioprine.

Apilimod may also compete with CNTO-1275 and ABT-874, two injectable antibody-based clinical candidates targeting IL-12 currently in clinical trials that are being developed by Johnson & Johnson and Abbott Laboratories, respectively. We expect that as an oral, small molecule drug, apilimod may prove competitive relative to current and future biologic therapies in manufacturing costs and convenience of administration. We are not aware of any orally administered, selective inhibitors of IL-12 production in clinical trials. Other novel, oral agents in development for inflammatory diseases represent potential competition to apilimod. These include chemokine inhibitors, oral fumarates, and calcineurin inhibitors.

STA-9090. If approved, STA-9090 may compete against the currently approved therapies for the treatment of cancers and other cancer treatments currently under development. In particular, STA-9090 may compete with 17-AAG, being developed by Kosan, and other agents that inhibit Hsp90, including Hsp90 inhibitors from Medimmune/Infinity, BiogenIdec, and Novartis/Vernalis.

STA-9584. If approved, STA-9584 may compete with the currently approved therapies for the treatment of cancers, and other cancer treatments currently under development, including other vascular disrupting agents, such as ABT-751, being developed by Abbott; AS1404, being developed by Antisoma; CA4P, being developed by Oxigene; EXEL-0999, being developed by Exelixis; and ZD6126, being developed by Angiogene.

Many of our potential competitors have substantially greater financial, technical, and personnel resources than us. In addition, many of these competitors have significantly greater commercial infrastructures. Our ability to compete successfully will depend largely on our ability to leverage our experience in drug discovery, development and commercialization to:

- discover and develop medicines that are superior to other products in the market;
- attract high-quality scientific, product development, and commercial personnel;
- obtain patent and/or proprietary protection for our medicines and technologies;
- obtain required regulatory approvals;
- selectively commercialize certain drug candidates in indications treated by specialist physicians; and
- selectively partner with pharmaceutical companies in the development and commercialization of certain drug candidates.

Patents and Proprietary Rights

Our success depends in part on our ability to obtain and maintain proprietary protection for our drug candidates, technology, and know-how, to operate without infringing on the proprietary rights of others, and to prevent others from infringing our proprietary rights. Our policy is to seek to protect our proprietary position by, among other methods, filing U.S. and foreign patent applications related to our proprietary technology, inventions, and improvements that are important to the development of our business. We also rely on trade secrets, know-how, continuing technological innovation, and in-licensing opportunities to develop and maintain our proprietary position.

As of December 31, 2006, our patent portfolio had a total of 513 patents and patent applications worldwide, including specific patent filings with claims to the composition-of-matter and methods of use of our two clinical stage compounds. We own or have exclusively licensed a total of 23 issued U.S. patents and 112 U.S. patent applications, as well as 378 foreign counterparts to these patents and patent applications. With respect to STA-4783, we have two issued U.S. patents that claim the chemical structure of STA-4783 that expire no earlier than 2022. Both of these issued U.S. patents also claim related chemical structures, pharmaceutical compositions, and methods for treating a subject with cancer. In addition, we have filed several U.S. patent applications that have the potential to extend the patent life of STA-4783, including U.S. patent applications claiming aspects of the treatment regimen for metastatic melanoma which, if issued, would expire no earlier than 2026. We have also filed a U.S. patent application claiming the salt form of STA-4783 which, if issued, would expire no earlier than 2025.

With respect to apilimod, we have two issued U.S. patents that claim the chemical structure of apilimod and methods for treating specific disorders using apilimod, respectively. These patents expire no earlier than 2021.

We have pending U.S. applications covering compositions-of-matter, methods of treatment and other aspects of our preclinical- and research-stage programs, including STA-9090, STA-9584 and our CRAC ion channel program. The patent term of our U.S. patents may be extended under applicable law or regulations, such as the Patent Term Restoration Act. Counterpart filings to these patents and patent applications have been made in a number of other jurisdictions, including Europe and Japan.

We have also in-licensed various technologies to complement our ongoing clinical and research programs. These licenses generally extend for the term of the related patent and contain customary royalty, termination, and other provisions. We have license agreements with Beth Israel Deaconess Medical Center and The Queen's Medical Center, Inc. that provide us with the exclusive commercial right to certain patent filings made by Beth Israel and Queen's Medical in the field of ion channels. We also have an exclusive license with Dana-Farber Cancer Institute for certain patent applications relating to rare event detection, such as circulating cancer cell detection. We do not believe that these license agreements are currently material to our business. We have exclusive license rights to a patent application filed by Dana-Farber covering combinations of ingredients that could potentially cover our STA-4783/taxane combination therapy, should such patent claims issue. We would owe nominal royalty payments to Dana-Farber if any of the claims which ultimately issue under the Dana-Farber patent application or that are pending in such application cover our commercial product. We also have a non-exclusive license to a U.S. patent assigned to Columbia University that could potentially cover a possible aspect of the STA-4783 mechanism. This license is not royalty bearing unless we include specific mechanism language on the label of any approved product, in which case a nominal royalty would be owed.

Government Regulation and Product Approval

Government authorities in the United States, at the federal, state and local level, and other countries extensively regulate, among other things, the research, development, testing, manufacture, labeling, packaging, promotion, storage, advertising, distribution, marketing and export and import of products such as those we are developing. Our drugs must be approved by the FDA through the new drug application, or NDA process before they may be legally marketed in the United States.

United States Government Regulation

NDA Approval Processes

In the United States, the FDA regulates drugs under the Federal Food, Drug and Cosmetic Act, FDCA, and implementing regulations. Failure to comply with the applicable United States requirements at any time during the product development process, approval process or after approval, may subject an applicant to administrative or judicial sanctions. These sanctions could include:

- the FDA's refusal to approve pending applications;
- license suspension or revocation;
- withdrawal of an approval;
- a clinical hold;
- warning letters;
- product recalls;
- product seizures;
- total or partial suspension of production or distribution; or
- injunctions, fines, civil penalties or criminal prosecution.

Any agency or judicial enforcement action could have a material adverse effect on us. The process of obtaining regulatory approvals and the subsequent substantial compliance with appropriate federal, state, local, and foreign statutes and regulations require the expenditure of substantial time and financial resources.

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

- completion of preclinical laboratory tests according to Good Laboratory Practices;
- submission of an IND, which must become effective before human clinical trials may begin;
- performance of adequate and well-controlled human clinical trials according to Good Clinical Practices to establish the safety and efficacy of the proposed drug for its intended use;
- submission to the FDA of a NDA;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities at which the product is produced to assess compliance with current good manufacturing practice, or cGMP, to assure that the facilities, methods and controls are adequate to preserve the drug's identity, strength, quality and purity; and
- FDA review and approval of the NDA.

Once a pharmaceutical candidate is identified for development, it enters the preclinical testing stage. Preclinical tests include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies. An IND sponsor must submit the results of the preclinical tests, together with manufacturing information and analytical data, to the FDA as part of the IND. Some preclinical or nonclinical testing may continue even after the IND is submitted. In addition to including the results of the preclinical studies, the IND will also include a protocol detailing, among other things, the objectives of the clinical trial, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated if the first phase lends itself to an efficacy determination. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, specifically places the sponsor on clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before clinical trials can begin.

All clinical trials must be conducted under the supervision of one or more qualified investigators in accordance with good clinical practice regulations. These regulations include the requirement that all research subjects provide informed consent. Further, an institutional review board, or IRB, at each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution. Each new clinical protocol must be submitted to the FDA as part of the IND. Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and more frequently if serious adverse events occur.

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

- *Phase 1.* The drug is initially introduced into healthy human subjects or patients with the disease and tested for safety, dosage tolerance, pharmacokinetics, pharmacodynamics, absorption, metabolism, distribution and excretion. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.

- *Phase 2.* Involves studies in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.

- *Phase 3.* Clinical trials are undertaken to further evaluate dosage, clinical efficacy and safety in an expanded patient population at geographically dispersed clinical study sites. These studies are intended to establish the overall risk-benefit ratio of the product and provide, if appropriate, an adequate basis for product labeling.

Phase 1, Phase 2, and Phase 3 testing may not be completed successfully within any specified period, if at all. The FDA or an IRB or the sponsor may suspend a clinical trial at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk.

During the development of a new drug, sponsors are given an opportunity to meet with the FDA at certain points. These points are prior to submission of an IND, at the end of Phase 2, and before an NDA is submitted. These meetings can provide an opportunity for the sponsor to share information about the data gathered to date, for the FDA to provide advice, and for the sponsor and FDA to reach agreement on the next phase of development. Sponsors typically use the end of Phase 2 meeting to discuss their Phase 2 clinical results and present their plans for the pivotal Phase 3 clinical trial that they believe will support approval of the new drug. If a Phase 2 clinical trial is the subject of discussion at an end of Phase 2 meeting with the FDA, a sponsor may be able to request a special protocol assessment, or SPA, the purpose of which is to reach agreement with the FDA on the design and size of the Phase 3 clinical trial. If such an agreement is reached, it will be documented and made part of the administrative record. This agreement may not be changed by the sponsor or the FDA after the trial begins, except (1) with the written agreement of the sponsor and the FDA or (2) if the FDA determines that a substantial scientific issue essential to determining the safety or effectiveness of the drug was identified after the testing began.

Concurrent with clinical trials, companies usually complete additional animal studies and must also develop additional information about the chemistry and physical characteristics of the drug and finalize a process for manufacturing the product in accordance with cGMP requirements. The manufacturing process must be capable of consistently producing quality batches of the drug candidate and the manufacturer must develop methods for testing the quality, purity and potency of the final drugs. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the drug candidate does not undergo unacceptable deterioration over its shelf-life.

The results of product development, preclinical studies and clinical studies, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, results of chemical studies and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. The submission of an NDA is subject to the payment of user fees, but a waiver of such fees may be obtained under specified circumstances. The FDA reviews all NDAs submitted before it accepts them for filing. It may request additional information rather than accept a NDA for filing. In this event, the NDA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing.

Once the submission is accepted for filing, the FDA begins an in-depth review. The FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied or may require additional clinical or other data. Even if such data is submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. The FDA reviews an NDA to determine, among other things, whether a product is safe and effective for its intended use and whether its manufacturing is cGMP-compliant to assure and preserve the product's identity, strength, quality and purity. Before approving an NDA, the FDA will inspect the facility or facilities where the product is manufactured and tested.

Satisfaction of FDA requirements or similar requirements of state, local and foreign regulatory authorities typically takes at least several years and the actual time required may vary substantially, based upon, among other things, the type, complexity and novelty of the product or disease. Government regulation may delay or prevent marketing of potential products for a considerable period of time and impose costly procedures upon our activities. Success in early stage clinical trials does not assure success in later stage clinical trials. Data obtained from clinical activities are not always conclusive and may be susceptible to varying interpretations, which could delay, limit or prevent regulatory approval. The FDA may not grant approval on a timely basis, or at all. Even if a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial application of the product. Further, even after regulatory approval is obtained, later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Delays in obtaining, or failures to obtain, regulatory approvals for any drug candidate could substantially harm our business and cause our stock price to drop significantly. In addition, we cannot predict what adverse governmental regulations may arise from future U.S. or foreign governmental action.

Expedited Review and Approval

The FDA has various programs, including Fast Track, priority review, and accelerated approval, that are intended to expedite or simplify the process for reviewing drugs, and/or provide for approval on the basis of surrogate endpoints. Even if a drug qualifies for one or more of these programs, we cannot be sure that the FDA will not later decide that the drug no longer meets the conditions for qualification or that the time period for FDA review or approval will be shortened. Generally, drugs that may be eligible for these programs are those for serious or life-threatening conditions, those with the potential to address unmet medical needs, and those that offer meaningful benefits over existing treatments. Fast Track designation applies to the combination of the product and the specific indication for which it is being studied. Although Fast Track and priority review do not affect the standards for approval, FDA will attempt to facilitate early and frequent meetings with a sponsor of a Fast Track designated drug and expedite review of the application for a drug designated for priority review. Drugs that receive an accelerated approval may be approved on the basis of adequate and well-controlled clinical trials establishing that the drug product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit or on the basis of an effect on a clinical endpoint other than survival or irreversible morbidity. As a condition of approval, the FDA may require that a sponsor of a drug receiving accelerated approval perform post-marketing clinical trials. We have applied for and received Fast Track designation from the FDA for STA-4783 for the treatment of metastatic melanoma. However, we cannot assure you that this will mean that STA-4783 will be reviewed or approved more expeditiously than would otherwise have been the case.

Orphan Drug Designation

Under the Orphan Drug Act, the FDA may grant orphan drug designation to drugs intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than

200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making available in the United States a drug for this type of disease or condition will be recovered from sales in the United States for that drug. Orphan drug designation must be requested before submitting an NDA. After the FDA grants orphan drug designation, the identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. Orphan drug designation does not convey any advantage in or shorten the duration of the regulatory review and approval process.

If a product that has orphan drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications to market the same drug for the same indication, except in very limited circumstances, for seven years. Orphan drug exclusivity, however, also could block the approval of one of our products for seven years if a competitor obtains approval of the same drug as defined by the FDA or if our drug candidate is determined to be contained within the competitor's product for the same indication or disease.

We intend to file for orphan drug designation for STA-4783 for the treatment of stage IV metastatic melanoma and potentially for other indications for STA-4783 and for other drug candidates that meet the criteria for orphan designation. We may not be awarded orphan exclusivity for STA-4783 or any of our other drug candidates or indications. In addition, obtaining FDA approval to market a product with orphan drug exclusivity may not provide us with a material commercial advantage.

Pediatric Exclusivity

The FDA Modernization Act of 1997 included a pediatric exclusivity provision that was extended by the Best Pharmaceuticals for Children Act of 2002. Pediatric exclusivity is designed to provide an incentive to manufacturers for conducting research about the safety of their products in children. Pediatric exclusivity, if granted, provides an additional six months of market exclusivity in the United States for new or currently marketed drugs. Under Section 505A of the FDCA, six months of market exclusivity may be granted in exchange for the voluntary completion of pediatric studies in accordance with an FDA-issued "Written Request." The FDA may not issue a Written Request for studies on unapproved or approved indications or where it determines that information relating to the use of a drug in a pediatric population, or part of the pediatric population, may not produce health benefits in that population.

We have not requested or received a Written Request for such pediatric studies, although we may ask the FDA to issue a Written Request for such studies in the future. To receive the six-month pediatric market exclusivity, we would have to receive a Written Request from the FDA, conduct the requested studies in accordance with a written agreement with the FDA or, if there is no written agreement, in accordance with commonly accepted scientific principles, and submit reports of the studies. The FDA would then have to accept the reports. The FDA may not issue a Written Request for such studies or accept the reports of the studies. The current pediatric exclusivity provision is scheduled to end on October 1, 2007, and it may not be reauthorized.

Post-approval Requirements

Once an approval is granted, the FDA may withdraw the approval if compliance with regulatory standards is not maintained or if problems occur after the product reaches the market. After approval, some types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further FDA review and approval. In addition, the FDA may require testing and surveillance programs to monitor the effect of approved products that have been commercialized, and the FDA has the power to prevent or limit further marketing of a product based on the results of these post-marketing programs.

Any drug products manufactured or distributed by us pursuant to FDA approvals are subject to continuing regulation by the FDA, including, among other things:

- record-keeping requirements;
- reporting of adverse experiences with the drug;
- providing the FDA with updated safety and efficacy information;
- drug sampling and distribution requirements;
- notifying the FDA and gaining its approval of specified manufacturing or labeling changes;
- complying with certain electronic records and signature requirements; and
- complying with FDA promotion and advertising requirements.

Drug manufacturers and their subcontractors are required to register their establishments with the FDA and some state agencies, and are subject to periodic unannounced inspections by the FDA and some state agencies for compliance with cGMP and other laws.

We rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of our products. Future FDA and state inspections may identify compliance issues at the facilities of our contract manufacturers that may disrupt production or distribution, or require substantial resources to correct.

From time to time, legislation is drafted, introduced and passed in Congress that could significantly change the statutory provisions governing the approval, manufacturing and marketing of products regulated by the FDA. In addition, FDA regulations and guidance are often revised or reinterpreted by the agency in ways that may significantly affect our business and our products. It is impossible to predict whether legislative changes will be enacted, or FDA regulations, guidance or interpretations changed or what the impact of such changes, if any, may be.

Foreign Regulation

In addition to regulations in the United States, we will be subject to a variety of foreign regulations governing clinical trials and commercial sales and distribution of our products. Whether or not we obtain FDA approval for a product, we must obtain approval by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of the product in those countries. The approval process varies from country to country and the time may be longer or shorter than that required for FDA approval. The requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary greatly from country to country.

Under European Union regulatory systems, we may submit marketing authorization applications either under a centralized or decentralized procedure. The centralized procedure, which is compulsory for medicines produced by biotechnology or those medicines intended to treat AIDS, cancer, neurodegenerative disorders, or diabetes and optional for those medicines which are highly innovative, provides for the grant of a single marketing authorization that is valid for all European Union member states. The decentralized procedure provides for mutual recognition of national approval decisions. Under this procedure, the holder of a national marketing authorization may submit an application to the remaining member states. Within 90 days of receiving the applications and assessments report each member state must decide whether to recognize approval. If a member state does not recognize the marketing authorization, the disputed points are eventually referred to the European Commission, whose decision is binding on all member states.

As in the United States, we may apply for designation of a product as an orphan drug for the treatment of a specific indication in the European Union before the application for marketing

authorization is made. Orphan drugs in Europe enjoy economic and marketing benefits, including up to 10-years of market exclusivity for the approved indication unless another applicant can show that its product is safer, more effective or otherwise clinically superior to the orphan-designated product.

Reimbursement

Sales of pharmaceutical products depend in significant part on the availability of third-party reimbursement. We anticipate third-party payors will provide reimbursement for our products. It is time consuming and expensive for us to seek reimbursement from third-party payors. Reimbursement may not be available or sufficient to allow us to sell our products on a competitive and profitable basis.

The passage of the Medicare Prescription Drug and Modernization Act of 2003, or the MMA, imposes new requirements for the distribution and pricing of prescription drugs for Medicare beneficiaries, which may affect the marketing of our products. The MMA also introduced new reimbursement methodologies, which have been phased in since January 1, 2005. For example, new reimbursement methodologies under the MMA with respect to drugs administered by physicians, such as STA-4783 if approved, were phased in during 2005 and 2006. Under these reimbursement methods, physicians and hospitals are reimbursed at a rate equal to 106% of the average sales price, or ASP, of the particular physician-administered drug. The Centers for Medicare & Medicaid Services, or CMS, monitors the calculation of a product's ASP and publishes a product's ASP quarterly in advance of the quarter in which it is applicable. Physicians administering drugs in an office setting have a choice between obtaining and billing for these kinds of drugs under the ASP plus 6% methodology or to obtain drugs from vendors selected by the CMS under the competitive acquisition program, or CAP. Physicians who select to obtain drugs under CAP do not purchase or obtain reimbursement directly for such drugs. It is not clear what effect the MMA will have on the prices paid for currently approved drugs and the pricing options for new drugs approved after January 1, 2006. Moreover, while the MMA applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own payment rates. Any reduction in payment that results from the MMA may result in a similar reduction in payments from non-governmental payors.

In addition, in some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market.

We expect that there will continue to be a number of federal and state proposals to implement governmental pricing controls. While we cannot predict whether such legislative or regulatory proposals will be adopted, the adoption of such proposals could have a material adverse effect on our business, financial condition and profitability.

Employees

We believe that our success will depend greatly on our ability to identify, attract, and retain capable employees. As of December 31, 2006, we had 134 full time employees, including a total of 58 employees who hold M.D. or Ph.D. degrees. One hundred and five of our employees are primarily engaged in research and development activities, and 29 are primarily engaged in general and administrative activities. Our employees are not represented by any collective bargaining unit, and we believe our relations with our employees are good.

Properties

Our operations are based primarily in Lexington, Massachusetts, which is located approximately 10 miles west of Boston, Massachusetts. We currently lease a total of 68,730 square feet of office and laboratory space in Lexington and 23,700 square feet of office and laboratory space in the neighboring town of Bedford, Massachusetts. We lease the following properties:

Location	Approximate Square Feet	Use	Lease Expiration Date
45 Hartwell Avenue Lexington, Massachusetts	24,420	Office and Laboratory	Nov. 2011
91 Hartwell Avenue Lexington, Massachusetts	21,830	Office	Feb. 2008
125 Hartwell Avenue Lexington, Massachusetts	22,480	Office and Laboratory	Jan. 2008
45-47 Wiggins Avenue Bedford, Massachusetts	15,000	Office and Laboratory	Oct. 2011
6-8A Preston Court Bedford, Massachusetts	8,700	Office and Laboratory	May 2009

We are currently in the process of terminating our lease for the office and laboratory facilities at 6-8A Preston Court, Bedford, Massachusetts. We believe our facilities are adequate for our current needs.

Legal Proceedings

We are currently not a party to any material legal proceedings.

MANAGEMENT

Executive Officers, Key Employees and Directors

The following table sets forth certain information concerning our executive officers, key employees, and directors as of January 2, 2007:

Name	Age	Position
Executive Officers and Key Employees		
Safi R. Bahcall, Ph.D.	38	President and Chief Executive Officer and Director
Keizo Koya, Ph.D.	49	Senior Vice President, Drug Development
Suresh R. Babu, Ph.D.	53	Vice President, Drug Product Development
James G. Barsoum, Ph.D.	50	Senior Vice President, Research
Jeremy G. Chadwick, Ph.D.	44	Senior Vice President, Program Management and Clinical Operations
Keith S. Ehrlich, C.P.A.	55	Vice President, Finance and Administration, Chief Financial Officer
Eric W. Jacobson, M.D.	49	Senior Vice President, Clinical Research and Regulatory Affairs, Chief Medical Officer
Robert Kloppenburg	50	Vice President, Investor Relations and Corporate Communications
Arthur J. McMahon	60	Vice President, Human Resources
Wendy E. Rieder, Esq.	38	Vice President, Intellectual Property and Legal Affairs, General Counsel
Andrew J. Sonderfan, Ph.D., D.A.B.T.	43	Vice President, Preclinical Safety Assessment
Lijun Sun, Ph.D.	44	Vice President, Chemistry
Martin D. Williams	42	Senior Vice President, Commercial and Business Development, Chief Business Officer
Non-Employee Directors		
Keith R. Gollust(1)(2)(3)	61	Chairman of the Board of Directors
Lan Bo Chen, Ph.D.	63	Director
Judah Folkman, M.D.	73	Director
Bruce Kovner(2)(3)	61	Director
William S. Reardon, C.P.A.(1)	60	Director
Robert N. Wilson(1)(2)(3)	66	Director

(1) Member of our Audit Committee. Mr. Reardon is the chairman of the committee.

(2) Member of our Compensation Committee. Mr. Wilson is the chairman of the committee.

(3) Member of our Nominating and Governance Committee. Mr. Gollust is the chairman of the committee.

Safi R. Bahcall, Ph.D. co-founded Synta with Dr. Lan Bo Chen and has been our Chief Executive Officer and a member of our board of directors since July 2001. Dr. Bahcall has served as our President since December 2003. From 1998 to 2001, Dr. Bahcall was a consultant at McKinsey & Company, a management consulting firm, serving investment banks and pharmaceutical companies on

key issues of strategy, technology, and operations. Dr. Bahcall also co-founded a drug discovery company focused on novel ion channel research in November 2001, which was acquired by Synta in December 2002. He received his B.A. *summa cum laude* from Harvard University, was awarded his Ph.D. from Stanford University in theoretical physics, and was a Miller postdoctoral research fellow at the University of California, Berkeley.

Keizo Koya, Ph.D. has served as our Senior Vice President, Drug Development since September 2002. From September 1997 to August 2002, Dr. Koya worked for Shionogi BioResearch Corp. as Vice President, Research and Development. From April 1995 to August 1997, Dr. Koya was the Director, Drug Discovery and Development at Fuji ImmunoPharmaceuticals Corp., now EMD Lexigen Research Center Corp., a biopharmaceutical company. From October 1990 to March 1995 he was employed by Fuji Photo Film Co., Ltd., a global imaging and information company, where he was most recently the Head of Pharmaceutical R&D, U.S. Representative Office. He earned his Ph.D. in organic chemistry at Kyushu University.

Suresh R. Babu, Ph.D. has served as our Vice President, Drug Product Development since January 2006. From May 2003 to January 2006, Dr. Babu was the Director, Solids Formulation Development Group at Pfizer Inc., a pharmaceutical company. From September 2000 to April 2003, Dr. Babu was the Director of the Candidate Enabling & Development Group at Pfizer. Prior to Pfizer's acquisition of Warner Lambert Co., Dr. Babu held various positions from June 1990 to August 2000 at Parke-Davis Pharmaceutical Research, a Warner-Lambert Co., most recently as the Section Director of the IND Optimization Group. From April 1987 to May 1990, Dr Babu served as a Research Scientist at McNeil Consumer Products Company, a medical products company. From 1981 to 1987, Dr. Babu, in parallel to pursuing his doctoral degree, was a Teaching and Research Assistant in the School of Pharmacy at the University of Connecticut, and a lecturer in the Mathematics Department in the School of Mathematics at the University of Connecticut. Dr. Babu received a Ph.D. in Pharmaceutics from the University of Connecticut.

James G. Barsoum, Ph.D. has served as our Senior Vice President, Research since October 2006. He served as our Vice President, Biology from February 2003 to September 2006. From February 1987 to February 2003, Dr. Barsoum held various leadership roles at Biogen, Inc., now Biogen Idec Inc., a publicly traded biopharmaceutical company, most recently as the Director of Molecular and Cellular Biology. From January 1984 to January 1987, Dr. Barsoum held research fellowships at Stanford University and the Whitehead Institute for Biomedical Research. Dr. Barsoum received a Ph.D. in Biology from the Massachusetts Institute of Technology.

Jeremy G. Chadwick, Ph.D. has served as our Senior Vice President, Program Management and Clinical Operations since October 2006. He served as our Vice President, Program Management and Clinical Operations from May 2004 to September 2006. From January 2002 to May 2004, Dr. Chadwick served as Vice President, Development Operations at Vertex Pharmaceuticals, Inc., a publicly traded biopharmaceutical company. From December 1995 to September 1998, Dr. Chadwick held various positions at Parexel International, a publicly traded pharmaceutical services company, most recently as Vice President, U.S. Biostatistics and Data Management. From September 1985 to October 1995, Dr. Chadwick held various positions at Glaxo Group Research, most recently as Senior Manager, Medical Data Sciences Division. From September 1998 to October 2001, Dr. Chadwick was the Chief Operating Officer at Foliage Software Systems, a privately held software development company. Dr. Chadwick obtained both his Masters and Ph.D. in statistics from the University of London, U.K.

Keith S. Ehrlich, C.P.A. has served as our Chief Financial Officer since October 2006 and as our Vice President, Finance and Administration since March 2004. From November 2003 to February 2004, Mr. Ehrlich served as a financial consultant to us. From September 1999 to April 2003, Mr. Ehrlich was Vice President, Finance and Administration and Chief Financial Officer and Treasurer at Argentys Corporation, a private software development company. From January 1998 to July 1999, Mr. Ehrlich

served as Senior Vice President, Finance and Administration, Chief Financial Officer and Treasurer of Dyax Corp., a publicly traded biopharmaceutical company. From October 1993 to January 1998, he served as Vice President, Finance and Administration and Chief Financial Officer and Treasurer of Oravax, Inc., a publicly traded biopharmaceutical company since acquired by Peptide Therapeutics Group. From May 1991 to October 1993, he served as Treasurer and Director of Finance of Vertex Pharmaceutics, Inc., a publicly traded biopharmaceutical company. From January 1980 to April 1991, Mr. Ehrlich was an auditor with Coopers & Lybrand LLP. Mr. Ehrlich received his B.A. in Biology from Drew University and his M.B.A. in Finance and Accounting from Rutgers University.

Eric W. Jacobson, M.D. has served as our Senior Vice President, Clinical Research and Regulatory Affairs since October 2006 and as our Chief Medical Officer since January 2006. He served as our Vice President, Medical Research from April 2005 to December 2005. From January 2002 until April 2005, Dr. Jacobson held positions of increasing responsibility at Millennium Pharmaceuticals, Inc., a publicly traded biopharmaceutical company, most recently serving as Senior Director, Clinical Research and previously as Director, Clinical Research. From June 2000 until January 2002, Dr. Jacobson was the U.S. Medical Director, New Clinical Therapies for Serono Laboratories, Inc., a publicly traded biotechnology company. Dr. Jacobson was employed as an Academic Rheumatologist at the University of Massachusetts Medical Center from April 1991 until June 2000. From 1998 through 2000, he was also a consultant for the Center for Clinical and Lifestyle Research assisting with study design, data interpretation, report generation and journal publication. From July 1993 through June 1995, Dr. Jacobson was Adjunct Faculty at Northeastern University in their Physician Assistant Program, and previous to this Dr. Jacobson was a Rheumatologist at the North Carolina Arthritis and Allergy Care Center from July 1989 until April 1991. Dr. Jacobson received his B.S. at the University of Illinois at Champaign/Urbana and his M.D. at Rush Medical College of Rush University. Dr. Jacobson has had numerous academic appointments and has published over 25 abstracts, papers and book chapters.

Robert Kloppenburg joined us as our Vice President, Investor Relations and Corporate Communications in November 2006. From October 2003 to November 2006, Mr. Kloppenburg was Senior Vice President and head of the Boston Life Sciences practice of Fleishman-Hillard, Inc., a strategic communications company. Mr. Kloppenburg was Senior Director of Corporate Communications with Millennium Pharmaceuticals, Inc. from 2001 to 2003. From 1995 to 2001, he held increasingly senior roles in communications and public affairs at Bayer Corp., first in Canada and later in the North American Pharmaceutical Division headquarters in West Haven, Connecticut. Mr. Kloppenburg served on the staff of the Federal Ministers of Health, National Defence and Supply and Services (now Public Works and Government Services) in Canada. He currently is a member of the Board of Directors of the Institute for Healthcare Communications. Mr. Kloppenburg received his B.A. in Political Science and Economics from Carleton University in Ottawa, Canada.

Arthur J. McMahon joined us as our Vice President, Human Resources in January 2007. From 2001 until joining us, Mr. McMahon served as Senior Director of Human Resources for Cabot Corporation, a publicly traded specialty chemical company. From 1995 to 2001, Mr. McMahon was Vice President of Human Resources for Osprey Systems, Inc., a privately owned software and information technology services company. Mr. McMahon's past experience in the field of human resources also includes positions with Broadway and Seymour, Inc., Wang Laboratories, Inc. and Raytheon Company. Mr. McMahon earned his B.S. from North Carolina State University and his J.D. from Suffolk University Law School.

Wendy E. Rieder, Esq. has served as our General Counsel since October 2006 and as our Vice President, Intellectual Property and Legal Affairs since December 2002. In August 1998, Ms. Rieder co-founded Microbiotix, Inc., a privately held biotechnology company developing small-molecule anti-infectives, and served as its Chief Operating Officer and Vice President, Business Development and Intellectual Property from January 2000 to December 2002. From August 1997 to December 1999 Ms. Rieder served as the Vice President, Business Development and Intellectual Property at

LipoGenics, Inc., a subsidiary of a publicly traded biopharmaceutical company. Ms. Rieder was a patent attorney at Boehringer Ingelheim Pharmaceuticals, a U.S. affiliate of Boehringer Ingelheim GmbH, a global pharmaceutical company, from August 1995 to July 1997, and a patent agent at Fish & Neave LLP from January 1991 to July 1995. Ms. Rieder received an M.S. in organic chemistry from Columbia University and a J.D. from Fordham Law School.

Andrew J. Sonderfan, Ph.D., D.A.B.T. joined us as our Vice President, Preclinical Safety Assessment in December 2006. Prior to joining us, Dr. Sonderfan spent five years at Enanta Pharmaceuticals, Inc., during which time he served as Senior Director, Toxicology and Safety Pharmacology. From 2001 to 2002, Dr. Sonderfan was the Director of Toxicology and Product Safety at BioChem Pharma (today, Shire Pharmaceutical Development Inc.). Dr. Sonderfan began his industry career at Syntex, Inc. as a Nonclinical Leader, Palonosetron Program. Dr. Sonderfan earned his B.S. in Toxicology from the Philadelphia College of Pharmacy and Science (today, the University of the Sciences in Philadelphia) and his Ph.D. in Toxicology from the University of Kansas Medical Center.

Lijun Sun, Ph.D. has served as our Vice President, Chemistry since December 2003. From November 1997 to August 2002, Dr. Sun worked for Shionogi BioResearch Corp. in various capacities, most recently as Senior Director of Chemistry. He received his Ph.D. in synthetic organic chemistry from Emory University and was a postdoctoral fellow in chemical biology at the Emory University School of Medicine.

Martin D. Williams has served as our Senior Vice President, Commercial and Business Development since October 2006 and as our Vice President, Commercial and Business Development, Chief Business Officer since February 2006. From December 2004 until December 2005, Mr. Williams was Head of Corporate Development for Altus Pharmaceuticals Inc., a publicly traded biopharmaceutical company. From July 2001 to June 2004, Mr. Williams was Senior Vice President, Corporate Development and Marketing at Oscient Pharmaceuticals Corporation, a publicly traded biopharmaceutical company. From November 1999 to March 2001, Mr. Williams was President and Chief Executive Officer of U.S. Marketer, Inc., an information technology and software company. From 1987 to 1993, he held various sales and sales management positions with Glaxo Laboratories (now GlaxoSmithKline, Inc.). From 1993 to 1995, Mr. Williams was international marketing director of anti-infectives for Lederle Laboratories/Wyeth. From 1995 to 1996, Mr. Williams was Group Director, Metabolic Products Business Development & Strategic Planning at Hoffman-La Roche and from 1997 to 1999, he was Vice President, Business Development, Sales & Marketing at Pentose Pharmaceuticals. Mr. Williams holds an M.B.A. from Harvard Business School, an M.S. from the University of Manchester, England, and a B.A. in biology from the University of Humberside, Hull, England.

Keith R. Gollust has been a member of our board of directors since July 2002 and has been our Chairman since September 2002. Mr. Gollust is a private investor and founded Gollust, Tierney, and Oliver, a private investment firm, in 1978. Mr. Gollust also was a Managing Director of Caxton Associates, L.L.C., a hedge fund firm, from July 2003 through December 2004. Mr. Gollust received a B.A. from Princeton University and an MSIA from Carnegie Mellon University.

Lan Bo Chen, Ph.D. co-founded Synta with Dr. Safi Bahcall and has been a member of our board of directors since July 2001, and a member of our scientific advisory board and its Chairman since July 2001. Dr. Chen is a Professor of Pathology, Emeritus, at Harvard Medical School. He has been at the Dana-Farber Cancer Institute and Harvard Medical School since July 1977. Dr. Chen is the founder of several biotechnology companies, including Fuji ImmunoPharmaceuticals Corp. and Shionogi BioResearch Corp. Dr. Chen received his B.S. in chemistry from National Taiwan University and his Ph.D. in cell biology from the Massachusetts Institute of Technology.

Judah Folkman, M.D. has been a member of our board of directors since September 2005. Judah Folkman, M.D., has been a member of our board of directors since September 2005 and has been a member of our scientific advisory board since September 2003. He began his career in 1965 as an

Instructor in Surgery for Harvard's Surgical Service at Boston City Hospital, and he became the Julia Dyckman Andrus Professor of Pediatric Surgery in 1968. For 14 years, he served as Surgeon-in-Chief at Children's Hospital Boston. Since 1971, when Dr. Folkman founded the field of angiogenesis research, he has made seminal discoveries on the mechanisms of angiogenesis that have opened a field of investigation now pursued worldwide. His laboratory reported the first purified angiogenesis molecule, the first angiogenesis inhibitor and proposed the concept of angiogenic disease. All of these discoveries have been translated into numerous clinical trials. Dr. Folkman is currently the Director of the Vascular Biology Program in the Department of Surgery at Children's Hospital. He holds honorary degrees from 17 universities and is the author of more than 400 original peer-reviewed papers and 109 book chapters and monographs. Dr. Folkman received his B.A. (*cum laude*) from Ohio State University in 1953 and his M.D. (*magna cum laude*) from Harvard Medical School in 1957. He is a member of the National Academy of Sciences, the American Academy of Arts and Sciences, and the American Philosophical Society.

Bruce Kovner has been a member of our board of directors since July 2002. In 1983, Mr. Kovner founded Caxton Corporation, a diversified trading company and manager of client funds active in currency, interest rate, commodity and equity markets, and has acted as its Chairman since its inception. He is also Chairman of Caxton Associates, L.L.C., which succeeded to a significant portion of Caxton Corporation's trading and investment activities in 1996. Prior to the formation of Caxton, Mr. Kovner served as a Vice President of Commodities Corporation, a private commodities trading company since acquired by Goldman Sachs. Mr. Kovner is also Chairman of the Board of the American Enterprise Institute, Chairman of the Board of the Juilliard School, and Vice Chairman of Lincoln Center for the Performing Arts. In addition, he is the Founder and Chairman of the School Choice Scholarships Foundation, which provides scholarships to low-income students in New York City to attend primary schools of their choice. Mr. Kovner received his B.A. from Harvard College in 1966. He continued his studies at the John F. Kennedy School of Government until 1970.

William S. Reardon, C.P.A. as been a member of our board of directors since August 2004. Until his retirement in 2002 from PricewaterhouseCoopers LLP, an international accounting firm, where he was employed from June 1973 to July 2002, Mr. Reardon was a business assurance (audit) partner at the firm's Boston office and leader of its life sciences industry practice for New England and the eastern United States. From 1998 to 2000, Mr. Reardon served on the board of the emerging companies section of the Biotechnology Industry Organization. He also served on the board of the Massachusetts Biotechnology Council from 2000 until his retirement in 2002. Mr. Reardon is currently a member of the board of directors and the chairman of the audit committees of Idera Pharmaceuticals, Inc., and Oscient Pharmaceuticals Corporation, both of which are publicly traded pharmaceutical companies. He is also an advisor to the audit committee at Momenta Pharmaceuticals, Inc., a publicly traded pharmaceutical company. Mr. Reardon received both his undergraduate degree in East Asian history and his M.B.A. from Harvard University.

Robert N. Wilson has been a member of our board of directors since June 2003. Mr. Wilson served as Vice Chairman of the board of directors of Johnson & Johnson, a global manufacturer of healthcare products, from 1986 until 2003. Mr. Wilson joined Johnson & Johnson in 1964. He was appointed to Johnson & Johnson's executive committee in 1983 and was elected to its board of directors in 1986. Mr. Wilson is also a director of The Charles Schwab Corporation, a publicly traded retail brokerage firm, U.S. Trust Corporation, United States Trust Company of New York and Amerada Hess Corporation, an integrated oil and gas company and is the Chairman of Caxton Health Holdings LLC, a healthcare investment firm that is an affiliate of Caxton Associates, L.L.C. Mr. Wilson received his B.A. in business administration from Georgetown College in Kentucky, and completed the Executive Program at Columbia University Graduate School of Business.

Scientific Advisory Board

We have established a scientific advisory board comprised of leading experts in their fields. Members of our scientific advisory board consult with us regularly on matters relating to:

- our research and development programs;
- the design and implementation of our clinical programs;
- market opportunities from a clinical perspective;
- new technologies relevant to our research and development programs; and
- scientific and technical issues relevant to our business.

The current members of our scientific advisory board are:

Name	Professional Affiliations/Honors
Lan Bo Chen, Ph.D., Chairman	See biography above.
Sir James W. Black, O.M., F.R.S.	Emeritus Professor of Analytical Pharmacology at King's College London; previously conducted research with Imperial Chemical Industries plc, SmithKline French and Wellcome Laboratories; was awarded the Nobel Prize in Medicine in 1989 for his work in pharmotherapeutic potential of receptor blocking drugs; knighted by the Queen of England in 1981; received the Order of Merit from the Queen in 2000.
Judah Folkman, M.D.	See biography above.
Marc B. Garnick, M.D.	Clinical Professor of Medicine at Harvard Medical School and physician at the Beth Israel Deaconess Medical Center; devoted his career to the development of novel cancer therapeutics, both from the academic and biotechnology perspective; previously served as the academic principal investigator for the development of leuprolide acetate (Lupron), a hormonal therapy for prostate cancer, and as the head of clinical and biometric departments at Genetics Institute (now Wyeth) and Praecis Pharmaceuticals, where he served as chief medical and regulatory officer; directed development of Plenaxis for prostate cancer, and gained its approval in United States and Europe; involved in the development of cisplatin, Interleukin 11, recombinant factor VIII and IX and other novel therapies; serves on the Board of Trustees of Bowdoin College and University of Pennsylvania School of Medicine and is editor in chief of *Perspectives on Prostate Diseases,* a quarterly journal of Harvard Health Publications.

Nir Hacohen, Ph.D.	Assistant Professor at Massachusetts General Hospital and Harvard Medical School; founder of the RNAi consortium, a group of Harvard and Massachusetts Institute of Technology researchers who are working to create and apply genome-wide gene silencing libraries to accelerate gene discovery in humans; honors include the Sandler Memorial first prize Ph.D. thesis award, Helen Hay Whitney Fellowship with David Baltimore and Whitehead Institute Fellowship.
Jean-Pierre Kinet, M.D.	Professor of Pathology at Harvard Medical School; Director of the Division of Allergy and Immunology at the Beth Israel Deaconess Medical Center; previously the head of the Molecular Allergy and Immunology section of the National Institute of Allergy and Infectious Diseases at the National Institutes of Health; scientific founder of Astarix Institute, Inc., an early-stage drug discovery company later sold to Heska Corporation.
Christopher J. Logothetis, M.D.	Professor and Chairman of the Department of Genitourinary Medical Oncology at the University of Texas M.D. Anderson Cancer Center; Principal Investigator of the M.D. Anderson SPORE in Prostate Cancer; Director of the Genitourinary Cancer Center and the Prostate Cancer Research Program, which are multidisciplinary collaborations of physicians and scientists dedicated to genitourinary cancer treatment, research, prevention, and education; leader in the Therapy Consortium, an active group of researchers involved in the development of innovative therapy for prostate cancer.
Reinhold Penner, M.D., Ph.D.	Director of Research at the Center for Biomedical Research at Queen's Medical Center; professor at the University of Hawaii; previously served as research head at the Max Planck Institute for Biophysical Chemistry.
Mace L. Rothenberg, M.D.	Ingram Professor of Cancer Research at the Vanderbilt-Ingram Cancer Center and Professor of Medicine at Vanderbilt University Medical Center; Medical Oncologist with appointments at the Vanderbilt University Medical Center and the Department of Veterans Affairs Medical Center; Director of the Phase 1 Drug Development Program at Vanderbilt-Ingram Cancer Center; serves on a number of committees including the Vanderbilt-Ingram Cancer Center Gastrointestinal Cancer SPORE Executive Committee and Lung Cancer SPORE Steering Committee, the Clinical Cancer Research Committee for the American Association for Cancer Research, and the Medical Oncology Committee for the American College of Surgeons.

Daniel D. Von Hoff, M.D.	Professor of Medicine, Pathology, Molecular and Cellular Biology, at the University of Arizona; Director of the Arizona Health Sciences Center's Cancer Therapeutics Program; Executive Vice President of the Translational Genomics Research Institute, or TGen; Director of TGen's Translational Drug Development Division; Head, Pancreatic Cancer Research Program; Chief Medical Officer for U.S. Oncology, the nation's largest health-care services network devoted exclusively to cancer treatment and research; past President of the American Association for Cancer Research; past board member of the American Society of Clinical Oncology; founder and editor emeritus of Investigational New Drugs — The Journal of New Anticancer Agents; editor-in-chief of Molecular Cancer Therapeutics; appointed to President Bush's National Cancer Advisory Board in June 2004.
Michael E. Weinblatt, M.D.	Co-Director of Clinical Rheumatology at the Brigham and Women's Hospital and Professor of Medicine at Harvard Medical School; published over 127 papers, reviews and invited chapters in the field of rheumatology primarily rheumatoid arthritis therapeutics; co-editor of the textbook, Treatment of Rheumatic Diseases, the textbook, Rheumatology 3rd edition; author of the Arthritis Action Program; co-received in 1997 the Arthritis Foundation Virginia P. Engalitcheff Award for Impact on Quality of Life for work on methotrexate; served as an Associate Editor of Arthritis and Rheumatism; currently sits on the editorial board of Journal of Rheumatology; was a member of the Rheumatology Subspeciality Board of the American Board of Internal Medicine; in 2001, served as the President of the American College of Rheumatology.
Bruce R. Zetter, Ph.D.	Charles Nowiszewski professor in the departments of cell biology and surgery at Harvard Medical School; Chief Scientific Officer at Boston Children's Hospital; has won numerous national and international awards for his work in the field of cancer research including a Faculty Research Award from the American Cancer Society and the MERIT award from the National Cancer Institute; served as an expert witness on cancer to the U.S. Senate.

Board of Directors

Board Composition

Our restated certificate of incorporation and restated bylaws to be effective upon completion of this offering provide that the authorized number of directors may be changed only by resolution of the board of directors. We currently have seven directors. In accordance with our restated certificate of incorporation and restated bylaws, immediately upon the closing of this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders commencing with the meeting in 2008, the successors to the directors whose terms then

expire will be elected to serve until the third annual meeting following the election. At the closing of this offering, our directors will be divided among the three classes as follows:

- The Class I directors will be , and their terms will expire at the annual meeting of stockholders to be held in 2008;
- The Class II directors will be , and their terms will expire at the annual meeting of stockholders to be held in 2009; and
- The Class III directors will be , and their terms will expire at the annual meeting of stockholders to be held in 2010.

Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors.

Director Independence

Our board of directors has reviewed the materiality of any relationship that each of our directors has with Synta, either directly or indirectly. Based on this review, the board has determined that the following directors are "independent directors" as defined by Nasdaq: Messrs. Gollust, Kovner, Reardon and Wilson.

Committees of the Board of Directors

Our board of directors has an audit committee, a compensation committee, and a nominating and governance committee, each of which has the composition and responsibilities described below.

Audit committee. Our audit committee is composed of Messrs. Gollust, Reardon (chairman) and Wilson. All members of the audit committee satisfy the current independence standards promulgated by the SEC and by Nasdaq, as such standards apply specifically to members of audit committees. Our audit committee is authorized to:

- approve and retain the independent auditors to conduct the annual audit of our books and records;
- review the proposed scope and results of the audit;
- review and pre-approve the independent auditor's audit and non-audit services rendered;
- approved the audit fees to be paid;
- review accounting and financial controls with the independent auditors and our financial and accounting staff;
- review and approve transactions between us and our directors, officers and affiliates;
- recognize and prevent prohibited non-audit services;
- establish procedures for complaints received by us regarding accounting matters;
- oversee internal audit functions, if any; and
- prepare the report of the audit committee that SEC rules require to be included in our annual meeting proxy statement.

Compensation committee. Our compensation committee is composed of Messrs. Gollust, Kovner and Wilson (chairman). All members of the compensation committee qualify as independent under the current definition promulgated by Nasdaq. Our compensation committee is authorized to:

- review and recommend the compensation arrangements for management, including the compensation for our President and Chief Executive Officer;
- establish and review general compensation policies with the objective to attract and retain superior talent, to reward individual performance and to achieve our financial goals;
- administer our stock incentive plan; and
- prepare the report of the compensation committee that SEC rules require to be included in our annual meeting proxy statement.

Nominating and governance committee. Our nominating and governance committee is composed of Messrs. Gollust (chairman), Kovner and Wilson. All members of the nominating and governance committee qualify as independent under the current definition promulgated by Nasdaq. Our nominating and governance committee is authorized to:

- identify and nominate members of the board of directors;
- develop and recommend to the board of directors a set of corporate governance principles applicable to our company; and
- oversee the evaluation of the board of directors and management.

Compensation Committee Interlocks and Insider Participation

Our compensation committee is composed of Messrs. Gollust, Kovner and Wilson. No member of our compensation committee has at any time been an employee of ours. None of our executive officers serve as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or compensation committee.

Each of Messrs. Gollust, Kovner and Wilson and affiliates of theirs have participated in transactions with us. For a detailed description of these transactions, see "Certain Relationships and Related Person Transactions."

EXECUTIVE COMPENSATION

Compensation Discussion and Analysis

The primary objectives of the compensation committee of our board of directors with respect to executive compensation are to attract, retain, and motivate the best possible executive talent. The focus is to tie short and long-term cash and equity incentives to achievement of measurable corporate and individual performance objectives, and to align executives' incentives with stockholder value creation. To achieve these objectives, the compensation committee has maintained, and expects to further implement, compensation plans that tie a substantial portion of executives' overall compensation to our research, clinical, regulatory, commercial, and operational performance.

Management develops our compensation plans by utilizing publicly available compensation data and subscription compensation survey data for national and regional companies in the biopharmaceutical industry. We believe that the practices of this group of companies provide us with appropriate compensation benchmarks, because these companies have similar organizational structures and tend to compete with us for executives and other employees. For benchmarking executive compensation, we typically review the compensation data we have collected from the complete group of companies, as well as a subset of the data from those companies that have a similar number of employees as our company. We have also engaged experienced consultants to help us analyze these data and to compare our compensation programs with the practices of the companies represented in the compensation data we review.

Based on management's analyses and recommendations, the compensation committee has approved a pay-for-performance compensation philosophy, which is intended to bring base salaries and total executive compensation in line with approximately the fiftieth percentile of the companies with a similar number of employees represented in the compensation data we review.

We work within the frame work of this pay-for-performance philosophy to determine each component of an executive's initial compensation package based on numerous factors, including:

- the individual's particular background and circumstances, including training and prior relevant work experience;
- the individual's role with us and the compensation paid to similar persons in the companies represented in the compensation data that we review;
- the demand for individuals with the individual's specific expertise and experience at the time of hire;
- performance goals and other expectations for the position;
- comparison to other executives within our company having similar levels of expertise and experience; and
- uniqueness of industry skills.

The compensation committee has also implemented an annual performance management program, under which annual performance goals are determined and set forth in writing at the beginning of each calendar year for the corporation as a whole, each corporate department, and each individual employee. Annual corporate goals are proposed by management and approved by the board of directors at the end of each calendar year for the following year. These corporate goals target the achievement of specific research, clinical, regulatory, and operational milestones. Annual department and individual goals focus on contributions which facilitate the achievement of the corporate goals and are set during the first quarter of each calendar year. Department goals are proposed by each department head and approved by the Chief Executive Officer. Individual goals are proposed by each employee and approved by his or her direct supervisor. The Chief Executive Officer approves the goals proposed by our other executive officers. The Chief Executive Officer's goals are approved by the compensation committee of the board. Annual salary increases, annual bonuses, and annual stock

option awards granted to our employees are tied to the achievement of these corporate, department, and each individual's performance goals.

We perform an interim assessment of the written goals in the third quarter of each calendar year to determine individual, department and corporate progress against the previously established goals and to make any adjustments to the goals for the remainder of the year based on changing circumstances.

During the first calendar quarter, we evaluate individual, department, and corporate performance against the written goals for the recently completed year. Consistent with our compensation philosophy, each employee's evaluation begins with a written self-assessment, which is submitted to the employee's supervisor. The supervisor then prepares a written evaluation based on the employee's self-assessment, the supervisor's own evaluation of the employee's performance, and input from others within the company. This process leads to a recommendation for annual employee salary increases, annual stock option awards, and bonuses, if any, which is then reviewed and approved by the compensation committee. Our executive officers, other than the Chief Executive Officer, submit their self-assessments to the Chief Executive Officer, who performs the individual evaluations and submits recommendations to the compensation committee for salary increases, bonuses, and stock option awards. In the case of the Chief Executive Officer, his individual performance evaluation is conducted by the compensation committee, which determines his compensation changes and awards. For all employees, including our executive officers, annual base salary increases, annual stock option awards, and annual bonuses, to the extent granted, are implemented during the first calendar quarter of the year.

Compensation Components

The components of our compensation package are as follows:

Base Salary

Base salaries for our executives are established based on the scope of their responsibilities and their prior relevant background, training, and experience, taking into account competitive market compensation paid by the companies represented in the compensation data we review for similar positions and the overall market demand for such executives at the time of hire. As with total executive compensation, we believe that executive base salaries should generally target the fiftieth percentile of the range of salaries for executives in similar positions and with similar responsibilities in the companies of similar size to us represented in the compensation data we review. An executive's base salary is also evaluated together with other components of the executive's other compensation to ensure that the executive's total compensation is in line with our overall compensation philosophy.

Base salaries are reviewed annually as part of our performance management program and increased for merit reasons, based on the executive's success in meeting or exceeding individual performance objectives and an assessment of whether significant corporate goals were achieved. If necessary, we also realign base salaries with market levels for the same positions in the companies of similar size to us represented in the compensation data we review, if we identify significant market changes in our data analysis. Additionally, we adjust base salaries as warranted throughout the year for promotions or other changes in the scope or breadth of an executive's role or responsibilities.

Annual Bonus

Our compensation program includes eligibility for an annual performance-based cash bonus in the case of all executives and certain senior, non-executive employees. The amount of the cash bonus depends on the level of achievement of the stated corporate, department, and individual performance goals, with a target bonus generally set as a percentage of base salary. Currently, all executives, other than our Chief Executive Officer, and certain senior non-executive employees are eligible for annual performance-based cash bonuses in amounts ranging from 10%-20% of their base salaries, as set forth in their employment offer letters. In its discretion, the compensation committee may, however, award

bonus payments to our executives above or below the amounts specified in their respective offer letters. As provided in his employment agreement, our Chief Executive Officer is eligible for an annual performance-based bonus, the amount of which, if any, is determined by the board of directors or the compensation committee in their sole discretion.

In February 2005, the compensation committee approved, and the board of directors ratified, the design of an expanded cash bonus plan to be implemented following our initial public offering. The plan was intended to increase the cash element of our annual compensation program in relation to stock-based compensation to more closely track the compensation programs of publicly traded biotechnology companies with which we expected to compete for executives and other employees. Our initial public offering effort in 2005, however, was not completed, and the newly designed cash bonus program was not implemented. We expect that the compensation committee will reconsider the implementation of an expanded cash bonus program in connection with the completion of our current public offering effort. We expect that our executives' cash bonus awards for 2006 performance will be approved by the compensation committee in February 2007.

Long-Term Incentives

We believe that long-term performance is achieved through an ownership culture that encourages long-term participation by our executive officers in equity-based awards. Our 2006 Stock Plan allows the grant to executive officers of stock options, restricted stock, and other equity-based awards. We typically make an initial equity award of stock options to new employees and annual equity grants as part of our overall compensation program. An option committee appointed by our board of directors is currently authorized to make initial equity grants within certain parameters, beyond which compensation committee approval is required. Annual grants of options to all of our employees are approved by the compensation committee. After the initial public offering, we expect that all equity awards to our executive officers will be approved by the compensation committee or our board of directors.

Initial stock option awards. Executives who join us are awarded initial stock option grants. These grants have an exercise price equal to the fair market value of our common stock on the grant date and a vesting schedule of 25% on the first anniversary of the date of hire and quarterly thereafter for the next three years. The amount of the initial stock option award is determined based on the executive's position with us and analysis of the competitive practices of the companies similar in size to us represented in the compensation data that we review. The initial stock option awards are calculated to have a total face value (calculated by multiplying the number of shares subject to the option by the exercise price thereof) equal to a percentage of the executive's base salary, and are intended to provide the executive with incentive to build value in the organization over an extended period of time. The amount of the initial stock option award is also reviewed in light of the executive's base salary and other compensation to ensure that the executive's total compensation is in line with our overall compensation philosophy. Typically, we grant our executives initial stock option awards with a total face value ranging from one to four times the executive's base salary.

Restricted stock awards. We have made grants of restricted stock to executive officers and certain high ranking non-executive employees to provide additional long-term incentive to build stockholder value. Restricted stock awards are made in anticipation of contributions that will create value in the company and are subject to a lapsing repurchase right by the company over a period of time. Because the shares have a defined value at the time the restricted stock grants are made, restricted stock grants are often perceived as having more immediate value than stock options, which have a less calculable value when granted. However, we generally grant fewer shares of restricted stock than the number of stock options we would grant for a similar purpose. In 2004 and 2005, we awarded certain executive officers and senior non-executive employees restricted stock grants that are subject to a lapsing repurchase right as to the first 50% of the shares after two years and the remaining 50% of the shares

after the earlier of four years or approval of an NDA with the FDA. The second vesting tranche of these restricted stock grants was structured in this way to recognize the significance of the approval of an NDA to us and to award the executive's role in achieving such a milestone. In December 2006, the compensation committee approved amendments to the restricted stock agreements with vesting in January 2007. These amendments authorize us to withhold from each holder the number of shares of common stock necessary in order to satisfy our statutory minimum tax withholding obligations that was incurred in January 2007 with respect to the vesting of the initial 50% of these particular awards. See "—Grants of Plan-Based Awards—Amendment of Restricted Stock Agreements" below. The compensation committee approved these amendments to provide the holders with a method to satisfy our statutory minimum tax withholding obligations with respect to the vesting of shares at a time when no public market was expected to exist that would allow the holders to sell their vested shares to obtain the cash funds necessary to remit to us.

Annual stock option awards. Our practice is to make annual stock option awards as part of our overall performance management program. The compensation committee believes that stock options provide management with a strong link to long-term corporate performance and the creation of stockholder value. We intend that the annual aggregate value of these awards will be set near competitive median levels for companies represented in the compensation data we review. As is the case when the amounts of base salary and initial equity awards are determined, a review of all components of the executive's compensation is conducted when determining annual equity awards to ensure that an executive's total compensation conforms to our overall philosophy and objectives. A pool of options is reserved for executives and non-officers based on setting a target grant level for each employee category, with the higher ranked employees being eligible for a higher target grant.

For fiscal year 2006, the compensation committee agreed in principle that annual stock option awards would be based on a multiple of base salary and reflect individual performance levels, but we do not expect the compensation committee to determine specific target amounts and to make individual grants until February 2007.

Option repricing. In February 2006, our board of directors approved the March 1, 2006 repricing of options issued under our 2001 Stock Plan having an exercise price at or above $4.00 per share to $3.50 per share, including options held by our executives. See "—Grants of Plan-Based Awards—Stock Option Repricing" below. In deciding to approve this repricing, our board of directors considered the fact that:

- we issued the options outstanding under our 2001 Stock Plan (i) to provide our employees an opportunity to acquire or increase an equity interest in the company, thereby creating a stronger incentive to expend maximum effort for our growth and success and (ii) to encourage our employees to continue their service to us; and

- approximately 54% of our outstanding options, whether or not they were exercisable at the time of the repricing, had exercise prices that were significantly higher than the fair market value of our common stock at the date of the repricing.

Our board of directors believed these options were unlikely to be exercised in the foreseeable future because of the disparity that existed at the time of the repricing between the exercise price of the repriced options and the fair market value of our common stock at such time. By approving a one-time repricing and creating options with an exercise price equal to the fair market value of our common stock on the repricing date, our board of directors intended to provide our option holders with the benefit of owning options that over time may have a greater potential to increase in value, create better performance incentives, and thereby more effectively promote stockholder value.

Other Compensation

We maintain broad-based benefits and perquisites that are provided to all employees, including health insurance, life and disability insurance, dental insurance, and a 401(k) plan. In particular circumstances, we also utilize cash signing bonuses when certain executives and senior non-executives join us. Such cash signing bonuses are typically repayable in full to the company if the employee recipient voluntarily terminates employment with us prior to the first anniversary of the date of hire. Whether a signing bonus is paid and the amount thereof is determined on a case-by-case basis under the specific hiring circumstances. For example, we will consider paying signing bonuses to compensate for amounts forfeited by an executive upon terminating prior employment, to assist with relocation expenses, and/or to create additional incentive for an executive to join our company in a position where there is high market demand. We also provide our Chief Executive Officer with a company apartment in Massachusetts free of charge and reimburse him for commuting costs for travel from his residence in New York to our offices in Lexington, Massachusetts. Our board of directors and compensation committee believe that these payments facilitate the Chief Executive Officer's travel between Massachusetts and New York, where our Chief Executive Officer is required to conduct significant business activities on behalf of the company.

Termination Based Compensation

Severance. Upon termination of employment, most executive officers are entitled to receive severance payments under their employment offer letters. In determining whether to approve and setting the terms of such severance arrangements, the compensation committee recognizes that executives, especially highly ranked executives, often face challenges securing new employment following termination. Severance for termination without cause for executive officers, other than our Chief Executive Officer, ranges between zero and three months of base salary. Our Chief Executive Officer's employment agreement provides severance of 24 months of base salary if his employment is terminated without cause. After reviewing the practices of companies represented in the compensation data we obtained, the compensation committee negotiated our Chief Executive Officer's severance package to provide him an amount equal to his base salary for the length of his non-competition arrangement with us. We believe that our Chief Executive Officer's severance package is generally in line with severance packages offered to chief executive officers of the companies of similar size to us represented in the compensation data we reviewed.

Acceleration of vesting of equity-based awards. In the event of a change of control as defined in our 2001 Stock Plan, certain provisions of our 2001 Stock Plan allow for acceleration of equity awards in case an employee is terminated for certain reasons after a change of control, which we refer to as "double trigger" acceleration. See "—Potential Payments Upon Termination or Change of Control—Change of Control Arrangements Under Our 2001 Stock Plan" below for a detailed discussion of these provisions. In addition, our 2006 Stock Plan, under which we will grant future equity awards, provides for a similar "double trigger" acceleration mechanism. See "Employee Benefit Plans — 2006 Stock Plan" below for a discussion of the change of control provisions of the 2006 Stock Plan. We believe a "double trigger" requirement maximizes shareholder value because it prevents an unintended windfall to management in the event of a friendly (non-hostile) change of control. Under this structure, unvested equity awards under our 2001 Stock Plan and 2006 Stock Plan would continue to incentivize our executives to remain with the company after a friendly change of control. If, by contrast, our 2001 Stock Plan and 2006 Stock Plan had only a "single trigger," and if a friendly change of control occurred, management's equity awards would all vest immediately, creating a windfall, and the new owner would then likely find it necessary to replace the compensation with new unvested equity awards in order to retain management. This rationale is why we believe a "double-trigger" equity vesting acceleration mechanism is more stockholder-friendly, and thus more appropriate for our company, than a "single trigger" acceleration mechanism.

Conclusion

Our compensation policies are designed to retain and motivate our senior executive officers and to ultimately reward them for outstanding individual and corporate performance.

Summary Compensation Table

The following table shows the compensation paid or accrued during the fiscal year ended December 31, 2006 to (1) our President and Chief Executive Officer, (2) our Chief Financial Officer and (3) our three most highly compensated executive officers, other than our President and Chief Executive Officer and our Chief Financial Officer.

Name and Principal Position	Year	Salary ($)	Bonus ($)	Stock Awards ($)(1)	Option Awards ($)(2)	All Other Compensation ($)	Total ($)
Safi R. Bahcall, Ph.D. President and Chief Executive Officer	2006	340,000	(3)	343,256(4)	243,309(5)	38,610(6)	965,175
Keith S. Ehrlich, C.P.A. Vice President, Finance and Administration, Chief Financial Officer	2006	215,334	(3)	137,498(7)	93,101(8)	5,241(9)	451,174
James G. Barsoum, Ph.D. Senior Vice President, Research	2006	228,334	(3)	219,996(10)	115,477(11)	5,339(9)	569,146
Eric W. Jacobson, M.D. Senior Vice President, Clinical Research and Regulatory Affairs, Chief Medical Officer	2006	249,166	(3)	87,498(12)	149,811(13)	5,700(9)	492,175
Keizo Koya, Ph.D. Senior Vice President, Drug Development	2006	258,334	(3)	219,996(14)	122,693(15)	4,078(16)	605,101

(1) See Note 2 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 and Notes 2 and 6 to our audited consolidated financial statements included elsewhere in this prospectus for details as to the assumptions used to determine the fair value of the stock awards and Note 6 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 included elsewhere in this prospectus describing all forfeitures during the nine months ended September 30, 2006. See also our discussion of stock-based compensation under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

(2) See Note 2 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 and Note 2 to our audited consolidated financial statements included elsewhere in this prospectus for details as to the assumptions used to determine the fair value of the option awards and Note 6 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 included elsewhere in this prospectus describing all forfeitures during the nine months ended September 30, 2006. Our executive officers will not realize the value of these awards in cash until these awards are exercised and the underluing shares are subsequently sold. See also our discussion of stock-based compensation under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

(3) Bonus amounts for performance during the fiscal year ended December 31, 2006 are not calculable at this time. The compensation committee is expected to determine such bonuses at its meeting in February 2007 and we will file a current report on Form 8-K with this information when those amounts are determined.

(4) Consists of $274,995 and $68,261, representing the compensation expense incurred by us in fiscal year 2006 in connection with grants to Dr. Bahcall of 200,000 shares of restricted common stock on December 21, 2004, calculated in accordance with APB Opinion No. 25, and 19,503 shares of common stock on April 14, 2006, calculated using a $3.50 per share price, the fair market value of the common stock on such date.

(5) Consists of $131,063 and $112,246, representing the compensation expense incurred by us in fiscal year 2006 in connection with option grants to Dr. Bahcall to purchase 150,000 shares of common stock on February 15, 2005 and 200,000 shares of common stock on February 15, 2006, respectively, calculated in accordance with SFAS 123 and SFAS 123R, respectively.

(6) Consists of $28,474 of rental payments for a company apartment for Dr. Bahcall's use and $10,136 in commuting costs for Dr. Bahcall's travel from his home in New York to our offices in Lexington, Massachusetts.

(7) Represents the compensation expense incurred by us in fiscal year 2006 in connection with a grant of 100,000 shares of restricted common stock to Mr. Ehrlich on December 21, 2004, calculated in accordance with APB Opinion No. 25.

(8) Consists of $46,920 and $46,181, representing the compensation expense incurred by us in fiscal year 2006 in connection with option grants to Mr. Ehrlich to purchase 53,700 shares of common stock on February 15, 2005 and 82,286 shares of common stock on February 15, 2006, respectively, calculated in accordance with SFAS 123 and SFAS 123R, respectively.

(9) Represents matching contributions made under our 401(k) plan.

(10) Represents the compensation expense incurred by us in fiscal year 2006 in connection with a grant of 160,000 shares of restricted common stock to Dr. Barsoum on December 21, 2004, calculated in accordance with APB Opinion No. 25.

(11) Consists of $62,561 and $52,916, representing the compensation expense incurred by us in fiscal year 2006 in connection with option grants to Dr. Barsoum to purchase 71,600 shares of common stock on February 15, 2005 and 94,286 shares of common stock on February 15, 2006, respectively, calculated in accordance with SFAS 123 and SFAS 123R, respectively.

(12) Represents the compensation expense incurred by us in fiscal year 2006 in connection with a grant of 100,000 shares of restricted common stock to Dr. Jacobson on December 12, 2005, calculated in accordance with SFAS 123.

(13) Consists of $87,575 and $62,236, representing the compensation expense incurred by us in fiscal year 2006 in connection with option grants to Dr. Jacobson to purchase 100,000 shares of common stock on April 11, 2005 and 110,893 shares of common stock on February 15, 2006, respectively, calculated in accordance with SFAS 123 and SFAS 123R, respectively.

(14) Represents the compensation expense incurred by us in fiscal year 2006 in connection with a grant of 160,000 shares of restricted common stock to Dr. Koya on December 21, 2004, calculated in accordance with APB Opinion No. 25.

(15) Consists of $62,561 and $60,132, representing the compensation expense incurred by us in fiscal year 2006 in connection with option grants to Dr. Koya to purchase 71,600 shares of common stock on February 15, 2005 and 107,143 shares of common stock on February 15, 2006, respectively, calculated in accordance with SFAS 123 and SFAS 123R, respectively.

(16) Consists of $2,792 in lease payments for an automobile for Dr. Koya's use, which expired in 2006, and $1,286 in matching contributions made under our 401(k) plan.

Grants of Plan-Based Awards

The following table shows information regarding grants of equity awards and the repricing of certain previously granted option awards during the fiscal year ended December 31, 2006 held by the executive officers named in the Summary Compensation Table.

Name	Grant Date	All Other Stock Awards: Number of Shares of Stock or Units(#)	All Other Option Awards: Number of Securities Underlying Options (#)	Exercise or Base Price of Option Awards ($/Sh)	Grant Date Fair Value of Stock and Option Awards
Safi R. Bahcall, Ph.D.	2/15/06	—	200,000	3.50	$ 489,800
President and Chief Executive	3/01/06(1)	—	150,000	3.50(1)	$ 46,350(1)
Officer	4/14/06	19,503(2)	—	—	$ 68,261
Keith S. Ehrlich, C.P.A.	2/15/06	—	82,286	3.50	$ 201,518
Vice President, Finance and	3/01/06(1)	—	53,700	3.50(1)	$ 16,593(1)
Administration, Chief Financial	3/01/06(3)	—	150,000	3.50(3)	$ 17,400(3)
Officer					
James G. Barsoum, Ph.D.	2/15/06	—	94,286	3.50	$ 230,906
Senior Vice President,	3/01/06(1)	—	71,600	3.50(1)	$ 22,124(1)
Research	3/01/06(3)	—	40,000	3.50(3)	$ 4,640(3)
Eric W. Jacobson, M.D.	2/15/06	—	110,893	3.50	$ 271,577
Senior Vice President, Clinical	3/01/06(4)	—	100,000	3.50(4)	$ 30,200(4)
Research and Regulatory					
Affairs, Chief Medical Officer					
Keizo Koya, Ph.D.	2/15/06	—	107,143	3.50	$ 262,393
Senior Vice President, Drug	3/01/06(1)	—	71,600	3.50(1)	$ 22,124(1)
Development	3/01/06(3)	—	40,000	3.50(3)	$ 4,640(3)

(1) This option was originally granted on February 15, 2005 with an exercise price of $5.50 per share and was repriced effective March 1, 2006 to an exercise price of $3.50 per share. The referenced dollar figure is the incremental fair value associated with this modification, calculated in accordance with SFAS 123R.

(2) Dr. Bahcall received a $100,000 bonus in 2006 for his performance during the fiscal year ended December 31, 2005, which was paid in shares of common stock. On April 14, 2006, the compensation committee granted Dr. Bahcall 19,503 shares of common stock calculated using a $3.50 per share price, the fair market value of the common stock on such date. The remaining $31,739 represents the amount of taxes required to be withheld on the bonus. This stock grant was not issued pursuant to an equity plan.

(3) This option was originally granted on May 27, 2004 with an exercise price of $4.00 per share and was repriced effective March 1, 2006 to an exercise price of $3.50 per share. The referenced dollar figure is the incremental fair value associated with this modification, calculated in accordance with SFAS 123R.

(4) This option was originally granted on April 11, 2005 with an exercise price of $5.50 per share and was repriced effective March 1, 2006 to an exercise price of $3.50 per share. The referenced dollar figure is the incremental fair value associated with this modification, calculated in accordance with SFAS 123R.

The terms of each executive officer's compensation are derived from our employment agreement, in the case of Dr. Bahcall, and our letter agreements, in the case of our other executive officers, entered into between us and them and annual performance reviews conducted by the compensation committee, in the case of Dr. Bahcall, and by Dr. Bahcall for the other executive officers. Annual base salary increases, annual stock option awards and cash bonuses, if any, for Dr. Bahcall are determined by the compensation committee. Dr. Bahcall recommends annual base salary increases, annual stock option awards and cash bonuses, if any, for the other executive officers, which are reviewed and approved by the compensation committee.

Employment Agreement with Dr. Safi Bahcall

Pursuant to a letter agreement effective as of April 18, 2005 between us and Dr. Bahcall, we agreed to employ Dr. Bahcall as our President and Chief Executive Officer on an at-will basis. We also agreed that so long as Dr. Bahcall continues to serve as our President and Chief Executive Officer, he will be nominated by the board of directors for election as a director at each annual meeting preceding which his term as director expires. Under this agreement, Dr. Bahcall's current base salary is $340,000 per year, subject to adjustment from time to time at the discretion of the board of directors or the compensation committee. Dr. Bahcall is also eligible to receive annual performance-based bonuses and grants of stock options under our stock plans at the discretion of the board of directors or the compensation committee. Pursuant to the terms of this agreement, we may apply for and purchase key person life insurance on Dr. Bahcall in an amount determined by Synta and with Synta as the beneficiary and one or more other policies of insurance insuring Dr. Bahcall's life. To date, we have not purchased any life insurance on Dr. Bahcall. As a condition of employment, Dr. Bahcall has entered into a non-competition/non-solicitation agreement pursuant to which he has agreed not to compete with Synta or to solicit customers or employees of Synta for a period of 24 months after the termination of his employment.

Offer Letters

We do not have formal employment agreements with any of our other executive officers named in the Summary Compensation Table, however certain elements of the executive officers' compensation and other employment arrangements are set forth in letter agreements that we executed with each of them at the time their employment with us commenced. The letter agreements provide, among other things, the executive officer's initial annual base salary, eligibility to receive annual performance-based bonuses for fully meeting and exceeding expectations in the 10%—20% range, with a full target level of 20%, such bonus, if any, being at the discretion of the board of directors, and initial stock option award. Each letter agreement provides that the executive officer's employment with us is on an at-will basis. As a condition to their employment, each executive officer has entered into a non-competition/non-solicitation agreement pursuant to which each officer has agreed not to compete with Synta or to solicit customers or employees of Synta for a period of 12 months after the termination of employment. These letter agreements are further described below. Since the date of the letter agreements, the compensation paid to each of these executive officers has been increased, additional equity awards have been awarded and the amount of bonuses has increased.

Keith S. Ehrlich, C.P.A. Pursuant to a letter agreement dated February 19, 2004 between us and Mr. Ehrlich, we agreed to employ Mr. Ehrlich as Vice President, Finance and Administration, beginning on March 1, 2004. In October 2006, Mr. Ehrlich began serving as our Chief Financial Officer. Mr. Ehrlich's annual base salary is currently $220,000 per year.

James G. Barsoum, Ph.D. Pursuant to a letter agreement dated January 22, 2003 between us and Dr. Barsoum, we agreed to employ Dr. Barsoum as Vice President, Biology, beginning on February 26, 2003. In October 2006, Dr. Barsoum began serving as our Senior Vice President, Research. Dr. Barsoum's annual base salary is currently $230,000.

Eric W. Jacobson, M.D. Pursuant to a letter agreement dated March 23, 2005 between us and Dr. Jacobson, we agreed to employ Dr. Jacobson as Vice President, Medical Research, beginning on April 11, 2005. In connection with the execution of the letter agreement, we paid Dr. Jacobson a lump sum bonus of $25,000. Since January 2006, Dr. Jacobson has served as our Chief Medical Officer and since October 2006, as our Senior Vice President, Clinical Research and Regulatory Affairs. Dr. Jacobson's annual base salary is currently $260,000 per year.

Keizo Koya, Ph.D. Pursuant to a letter agreement dated October 1, 2002 between us and Dr. Koya, we agreed to employ Dr. Koya as Senior Vice President of Drug Development, beginning on October 1, 2002. Dr. Koya's annual base salary is currently $260,000 per year.

For a description and quantification of benefits payable to the executive officers named in our Summary Compensation Table in connection with a termination of employment or a change of control, see "—Potential Payments Upon Termination or Change of Control".

Fiscal Year 2006 Equity Awards and Award Modifications

All of the stock option awards disclosed in the Grants of Plan-Based Awards table were issued under our 2001 Stock Plan and were granted with an exercise price per share equal to the fair market value of our common stock on the date of grant, as determined by our board of directors. Subject to the terms of the 2001 Stock Plan and the option agreements issued in connection with these grants, all of the options originally granted in 2006 vest as to 25% of the shares on the first anniversary of the grant date and as to an additional 6.25% of the shares on the last day of each calendar quarter thereafter. Our stock option awards vest in full upon a termination following a change of control as discussed below under "—Potential Payments Upon Termination or Change of Control".

Annual Stock Option Grants

On February 15, 2006, the compensation committee awarded our executive officers option awards as part of the compensation committee's annual option award grants to all of our officers and employees. These awards represent compensation for performance in 2005.

Stock Option Repricing

In February 2006, our board of directors approved the repricing of options issued under our 2001 Stock Plan having an exercise price at or above $4.00 per share to $3.50 per share, the fair market value of our common stock on the date of the repricing, as determined by our board of directors. This repricing applied to all outstanding options under this plan held by our active employees and others having an ongoing relationship with us at the time of the repricing. The repricing was effective on March 1, 2006 and impacted outstanding stock options held by each of our current executive officers named in the Summary Compensation Table.

Amendment of Restricted Stock Agreements

In December 2004, we granted shares of restricted stock to certain of our executive officers, including Drs. Bahcall, Barsoum and Koya and Mr. Ehrlich under our 2001 Stock Plan and pursuant to restricted stock agreements executed in connection therewith. Pursuant to the terms of the restricted stock agreements, 50% of the shares subject to each grant vested on January 4, 2007. In December 2006, our compensation committee approved amendments to these restricted stock agreements, pursuant to which we have agreed, as permitted by the 2001 Stock Plan, to withhold from each officer such number of shares of common stock as is necessary in order to satisfy our statutory minimum tax withholding obligations that were incurred on January 4, 2007 with respect to each officer in connection with the vesting of the shares.

Outstanding Equity Awards at Fiscal Year-End

The following table shows grants of stock options and grants of unvested stock awards outstanding on December 31, 2006, the last day of our fiscal year, to each of the executive officers named in the Summary Compensation Table.

	Option Awards				Stock Awards	
Name	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price ($)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested ($)(1)
Safi R. Bahcall, Ph.D.	—	—	—	—	200,000(2)	
President and Chief Executive Officer	75,000	75,000(3)	3.50(4)	2/15/15	—	—
	0	200,000(5)	3.50	2/15/16	—	—
Keith S. Ehrlich, C.P.A.	114,584	35,416(6)	3.50(7)	5/27/14	—	—
Vice President, Finance and	—	—	—	—	100,000(8)	
Administration, Chief Financial	26,850	26,850(3)	3.50(4)	2/15/15	—	—
Officer	0	82,286(5)	3.50	2/15/16	—	—
James G. Barsoum, Ph.D.	281,250	18,750(9)	2.7108	4/3/13	—	—
Senior Vice President, Research	30,000	10,000(10)	3.50(7)	5/27/14	—	—
	—	—	—	—	160,000(11)	
	35,800	35,800(3)	3.50(4)	2/15/15	—	—
	0	94,286(5)	3.50	2/15/16	—	—
Eric W. Jacobson, M.D.	43,750	56,250(12)	3.50(4)	2/15/15	—	—
Senior Vice President, Clinical	—	—	—	—	100,000(13)	
Research and Regulatory Affairs,	0	110,893(5)	3.50	2/15/16	—	—
Chief Medical Officer						
Keizo Koya, Ph.D.	500,000(14)	0	2.7108	12/13/12	—	—
Senior Vice President, Drug	187,500	12,500(15)	2.7108	6/17/13	—	—
Development	30,000	10,000(10)	3.50(7)	5/27/14	—	—
	—	—	—	—	160,000(11)	
	35,800	35,800(3)	3.50(4)	2/15/15	—	—
	0	107,143(5)	3.50	2/15/16	—	—

(1) The market value of the stock awards is determined by multiplying the number of shares times $, which represents the mid-point of the range set forth on the cover of this prospectus.

(2) 100,000 shares vest on each of January 4, 2007 and January 4, 2009, provided that, if prior to January 4, 2009 we receive approval of an NDA, the 100,000 shares vesting on January 4, 2009 will vest at the time such approval is received.

(3) The option vested as to 25% of the shares on February 15, 2006 and as to an additional 6.25% of the shares on the last day of each calendar quarter thereafter.

(4) These options were originally granted at an exercise price of $5.50 per share and were repriced effective March 1, 2006 to $3.50 per share.

(5) The option vests as to 25% of the shares on February 15, 2007 and as to an additional 6.25% of the shares on the last day of each calendar quarter thereafter.

(6) The option vested as to 43,752 of the shares on March 1, 2005 and as to an additional 8,854 shares on the last day of each calendar quarter thereafter.

(7) These options were originally granted at an exercise price of $4.00 per share and were repriced effective March 1, 2006 to $3.50 per share.

(8) 50,000 shares vest on each of January 4, 2007 and January 4, 2009, provided that, if prior to January 4, 2009 we receive approval of an NDA, the 50,000 shares vesting on January 4, 2009 will vest at the time such approval is received.

(9) The option vested as to 25% of the shares on April 3, 2004 and as to an additional 6.25% of the shares on the last day of each calendar quarter thereafter.

(10) The option vested as to 25% of the shares on March 1, 2005 and as to an additional 6.25% of the shares at the end of each calendar quarter thereafter.

(11) 80,000 shares vest on each of January 4, 2007 and January 4, 2009, provided that, if prior to January 4, 2009 we receive approval of an NDA, the 80,000 shares vesting on January 4, 2009 will vest at the time such approval is received.

(12) The option vested as to 25% of the shares on April 11, 2006 and as to an additional 6.25% of the shares on the last day of each calendar quarter thereafter.

(13) 50,000 shares vest on each of January 4, 2008 and January 4, 2010, provided that, if prior to January 4, 2010 we receive approval of an NDA, the 50,000 shares vesting on January 4, 2010 will vest at the time such approval is received.

(14) The option vested as to 150,000 shares on October 1, 2002 and as to an additional 6.25% of the shares at the end of each calendar quarter thereafter and is fully vested.

(15) The option vested as to 25% of the shares on April 1, 2004 and as to an additional 6.25% of the shares at the end of each calendar quarter thereafter.

Option Exercises and Stock Vested

There were no exercises of stock options or vesting of shares of restricted stock held by the executive officers named in the Summary Compensation Table during the fiscal year ended December 31, 2006.

Pension Benefits

We do not have any qualified or non-qualified defined benefit plans.

Nonqualified Deferred Compensation

We do not have any non-qualified defined contribution plans or other deferred compensation plans.

Potential Payments Upon Termination or Change of Control

We have entered into certain agreements and maintain certain plans that may require us to make certain payments and/or provide certain benefits to the executive officers named in the Summary Compensation Table in the event of a termination of employment or a change of control. The following tables summarize the potential payments to each named executive officer assuming that one of the following events occurs. The tables assume that the event occurred on December 31, 2006, the last day of our fiscal year. We have assumed a price per share of our common stock of $, which represents the mid-point of the range set forth on the cover of this prospectus.

Termination of Employment and Change of Control Arrangements

Change of Control Arrangements Under Our 2001 Stock Plan

Under our 2001 Stock Plan, in the event of a termination of our outstanding options in connection with a corporate transaction, where outstanding options are not assumed or substituted, all outstanding options shall become fully exercisable immediately prior to their termination. In addition, in the event of a change of control, as defined below, where outstanding options are assumed or substituted or in the event of a change of control that does not constitute a corporate transaction under our 2001 Stock Plan, all outstanding options will become immediately exercisable in full and all rights of repurchase with respect to outstanding stock grants shall terminate if on or prior to the date that is six months after the date of the change of control event (i) a participant's service with us or our succeeding corporation is terminated by us or the succeeding corporation without cause, as defined below; (ii) a participant terminates his or her service with us as a result of being required to change the principal location where he or she renders services to a location more than 50 miles from his or her location of service immediately prior to the change of control event; or (iii) the participant terminates his or her service after there occurs a material adverse change in a participant's duties, authority or responsibilities which cause such participant's position with us to become of significantly less

responsibility or authority than such participant's position was immediately prior to the change of control.

Under our 2001 Stock Plan, a "*change of control*" means the occurrence of any of the following events:

(i) Ownership. Any "Person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the "Beneficial Owner" (as defined in Rule 13d-3 under said Act), directly or indirectly, of our securities representing 50% or more of the total voting power represented by our then outstanding voting securities (excluding for this purpose any such voting securities held by us or our affiliates or by any of our employee benefit plans) pursuant to a transaction or a series of related transactions which the board of directors does not approve; or

(ii) Merger/Sale of Assets. (A) A merger or consolidation of us whether or not approved by the board of directors, other than a merger or consolidation which would result in our voting securities outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least 50% of the total voting power represented by our voting securities or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; (B) or our stockholders approve an agreement for the sale or disposition by us of all or substantially all of our assets; or

(iii) Change in Board Composition. A change in the composition of the board of directors, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" shall mean directors who either (A) are directors as of January 11, 2005, or (B) are elected, or nominated for election, to the board of directors with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors).

Under our 2001 Stock Plan, "*cause*" shall include (and is not limited to) dishonesty with respect to us or any affiliate, insubordination, substantial malfeasance or non-feasance of duty, unauthorized disclosure of confidential information, and conduct substantially prejudicial to our business or any affiliate. "Cause" is not limited to events which have occurred prior to a participant's termination of service, nor is it necessary that the finding of "cause" occur prior to termination. If it is determined, subsequent to a participant's termination of service but prior to the exercise of an option, that either prior or subsequent to the participant's termination the participant engaged in conduct which would constitute "cause", then the right to exercise any option is forfeited. Any definition in an agreement between the participant and us or an affiliate, which contains a conflicting definition of "cause" for termination and which is in effect at the time of such termination, shall supersede this definition with respect to such participant.

The tables below reflect the acceleration of options and the lapsing of repurchase rights for unvested options and shares of restricted common stock outstanding as of December 31, 2006.

Dr. Safi Bahcall, President and Chief Executive Officer

Executive Benefits and Payments Upon Termination	Termination in Connection with a Change of Control	Involuntary Not for Cause Termination
Base Salary	$680,000	$ 680,000
Acceleration of Vesting of Equity	100%	0%
Number of Stock Options and Value upon Termination(1)	275,000 shares $	0
Number of Shares of Vested Stock Received and Value upon Termination(1)	200,000 shares $	0
Total:	$	$ 680,000

(1) Assumes a price per share of our common stock of $, which represents the mid-point of the range set forth on the cover of this prospectus.

Pursuant to our employment agreement with Dr. Bahcall, in the event of termination without cause, Dr. Bahcall is entitled to continue to receive his then-current base salary for a period of 24 months. As a condition to the receipt of the aforementioned severance payments, Dr. Bahcall will be required to execute and deliver a written release of Synta from any and all claims arising in connection with his employment. Dr. Bahcall has also entered into a non-competition/non-solicitation agreement pursuant to which he has agreed not to compete with Synta or to solicit customers or employees of Synta for a period of 24 months after the termination of his employment.

Pursuant to the terms of the employment agreement, a termination of Dr. Bahcall " *without cause*" shall include, but not be limited to, Dr. Bahcall's resignation following a significant and material diminution in title, salary, duties or responsibilities by us. The preceding sentence notwithstanding, "cause" shall include (but is not limited to): (i) any substantial malfeasance or non-feasance of duty, (ii) any material breach by Dr. Bahcall of any of the terms of the Confidential Information Agreement and Non-Competition Agreement between him and us, (iii) any attempt by Dr. Bahcall to secure any improper personal profit in connection with our business or any of our affiliates, (iv) Dr. Bahcall's conviction, or the entry of a pleading of guilty or nolo contendre to, any crime involving moral turpitude or any felony, or (v) any conduct substantially injurious or prejudicial to our business or that of our affiliates.

Our Other Named Executive Officers

Payments for Termination in Connection with a Change of Control Under Our 2001 Stock Plan. Pursuant to our 2001 Stock Plan, the other executive officers named in the Summary Compensation

Table would receive the following in the event of a termination in connection with a change of control, as defined above:

	Keith S. Ehrlich, C.P.A.	James G. Barsoum, Ph.D.	Eric W. Jacobson, M.D.	Keizo Koya, Ph.D.
Acceleration of Vesting of Equity	100%	100%	100%	100%
Number of Stock Options and Value upon Termination(1)	144,552 shares $	158,836 shares $	167,143 shares $	165,443 shares $
Number of Shares of Vested Stock Received and Value upon Termination(1)	100,000 shares $	160,000 shares $	100,000 shares $	160,000 shares $
Total:	$	$	$	$

(1) Assumes a price per share of our common stock of $, which represents the mid-point of the range set forth on the cover of this prospectus.

Payment to Dr. Barsoum for Termination Without Cause

Pursuant to our letter agreement with Dr. Barsoum, in the event of termination without cause, Dr. Barsoum is entitled to a one-time severance payment on the date of termination equal to three months of base pay, which as of December 31, 2006, would equal $57,000. Pursuant to the terms of our letter agreement with Dr. Barsoum, "*cause*" means (i) an act of dishonesty demonstrating lack of integrity or moral turpitude, (ii) willful or persistent inattention to the services and duties required in connection with his employment, including failure to comply with all applicable laws and regulations after notice and failure to cure within 30 days or (iii) conviction of any felonious criminal act.

Director Compensation

The following table sets forth a summary of the compensation earned by our directors and/or paid to certain of our directors pursuant to certain agreements we have with them in 2006, other than Dr. Bahcall:

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)(1)	Option Awards ($)(2)	All Other Compensation ($)	Total ($)
Keith R. Gollust(3)	20,000(4)	[40,000](5)	48,345(6)	0	[108,345]
Lan Bo Chen, Ph.D.(7)	0	0	0	400,000(8)	400,000
Judah Folkman, M.D.(9)	20,000(10)	[20,000](11)	52,710(12)	25,000(13)	[117,710]
Bruce Kovner(14)	10,000(4)	[40,000](5)	0	0	[50,000]
William S. Reardon, C.P.A.(15)	45,000(16)	[10,000](17)	0(18)	0	[55,000]
Robert N. Wilson(19)	20,000(4)	[40,000](5)	0	0	[60,000]

(1) See Note 2 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 and Notes 2 and 6 to our audited consolidated financial statements included elsewhere in this prospectus for details as to the assumptions used to determine the fair value of the stock awards and Note 6 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 included elsewhere in this prospectus describing all forfeitures during the nine months ended September 30, 2006. See also our discussion of stock-based compensation under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

(2) See Note 2 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 and Note 2 to our audited consolidated financial statements included elsewhere in this prospectus for details as to the assumptions used to determine the fair value of the option awards and Note 6 to our unaudited consolidated financial statements for the nine months ended September 30, 2006 included elsewhere in this prospectus describing all forfeitures during the nine months ended September 30, 2006. Our non-employee directors will not realize the value of these awards in cash until these awards are exercised and the underlying shares are subsequently sold. See also our discussion of stock-based compensation under "Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates."

(3) As of December 31, 2006, the last day of our fiscal year, there are outstanding 22,338 shares of restricted stock, 16,623 of which are vested, and options for the purchase of 800,000 shares of common stock, all of which are vested, issued to Mr. Gollust.

(4) Represents fees paid for committee service during the fiscal year ended December 31, 2006.

(5) Consists of $20,000 and $20,000, representing the compensation expense incurred by us in fiscal year 2006 in connection with issuances of 7,273 shares of restricted common stock on October 14, 2005 as the elected form of payment for board service from July 1, 2005 through June 30, 2006, calculated in accordance with SFAS 123, all of which are vested, and 11,429 shares of restricted common stock on November 17, 2006 as the elected form of payment for board service from July 1, 2006 through June 30, 2007, calculated in accordance with SFAS 123R, 50% of which are vested and the remainder of which are subject to our repurchase right, which lapses as to 25% of the shares on each of March 31, 2007 and June 30, 2007, respectively. Each non-employee director paid $.0001 per share, the par value of our common stock. The grant date fair value of the restricted stock award on November 17, 2006 was $[40,000], calculated in accordance with SFAS 123R. The number of shares issued was calculated by dividing $40,000 by the fair value of our common stock of $3.50 per share as of July 1, 2006.

(6) Represents the compensation expense incurred by us in fiscal year 2006, calculated in accordance with APB Opinion No. 25, in connection with an option grant to Mr. Gollust on May 27, 2004 for the purchase of 300,000 shares of common stock at an exercise price of $2.7108 per share, which was below the then present fair market value of $4.00 per share.

(7) As of December 31, 2006, the last day of our fiscal year, we have not granted Dr. Chen any stock or option awards.

(8) Consists of $300,000 in fees paid in 2006 for consulting services pursuant to our consulting agreement with Dr. Chen and $100,000 in payments remitted in 2006 pursuant to our agreement and release with Dr. Chen, both of which agreements are further described below.

(9) As of December 31, 2006, the last day of our fiscal year, there are outstanding 11,429 shares of restricted stock, 5,714 of which are vested, and options for the purchase of 160,000 shares of common stock, 103,750 of which are vested, issued to Dr. Folkman. Dr. Fokman has transferred all right, title and interest in these options to Children's Medical Center Corporation pursuant to stock option transfer agreements in which Children's Medical Center Corporation has agreed to be subject to all of the conditions and restrictions under the options.

(10) Represents the elected form of payment for board service from January 1, 2006 through June 30, 2006.

(11) Represents the compensation expense incurred by us in fiscal year 2006 in connection with the issuance of 11,429 shares of restricted common stock on November 17, 2006 as the elected form of payment for board service from July 1, 2006 through June 30, 2007, calculated in accordance with SFAS 123R, 50% of which are vested and the remainder of which are subject to our repurchase right, which lapses as to 25% of the shares on each of March 31, 2007 and June 30, 2007. Dr. Folkman paid $.0001 per share, the par value of our common stock. The grant date fair value

of the restricted stock award on November 17, 2006 was $[40,000], calculated in accordance with SFAS 123R. The number of shares issued was calculated by dividing $40,000 by the fair value of our common stock of $3.50 per share as of July 1, 2006.

(12) Represents the compensation expense incurred by us in fiscal year 2006 in connection with an option grant to Dr. Folkman to purchase 60,000 shares of common stock on September 15, 2005 at an original exercise price of $5.50 per share, calculated in accordance with SFAS 123. Effective March 1, 2006, this option was repriced to an exercise price of $3.50. The incremental fair value associated with this modification, in the amount of $17,280, was calculated in accordance with SFAS 123R. On October 17, 2005, Dr. Folkman transferred all right, title and interest in these options to Children's Medical Center Corporation pursuant to a stock option transfer agreement in which Children's Medical Center Corporation has agreed to be subject to all of the conditions and restrictions under the options.

(13) Represents fees paid in 2006 for consulting services pursuant to our scientific advisory board agreement with Dr. Folkman, further described below.

(14) As of December 31, 2006, the last day of our fiscal year, there are outstanding 22,338 shares of restricted stock, 16,623 of which are vested, and options for the purchase of 218,750 shares of common stock, all of which are vested, issued to Mr. Kovner.

(15) As of December 31, 2006, the last day of our fiscal year, there are outstanding 6,493 shares of restricted stock, 5,064 of which are vested, and options for the purchase of 60,000 shares of common stock, 33,750 of which are vested, issued to Mr. Reardon.

(16) Consists of $15,000 in fees paid for committee service during the fiscal year ended December 31, 2006 and $30,000 as the elected form of payment for board service from January 1, 2006 through December 31, 2006.

(17) Consists of $5,000 and $5,000, representing the compensation expense incurred by us in fiscal year 2006 in connection with issuances of 1,818 shares of restricted common stock on October 14, 2005 as the elected form of payment for board service from July 1, 2005 through June 30, 2006, calculated in accordance with SFAS 123, all of which are vested, and 2,857 shares of restricted common stock on November 17, 2006 as the elected form of payment for board service from July 1, 2006 through June 30, 2007, calculated in accordance with SFAS 123R, 50% of which are vested and the remainder of which are subject to our repurchase right, which lapses as to 25% of the shares on each of March 31, 2007 and June 30, 2007, respectively. Mr. Reardon paid $.0001 per share, the par value of our common stock. The grant date fair value of the restricted stock award on November 17, 2006 was $[10,000], calculated in accordance with SFAS 123R. The number of shares issued was calculated by dividing $10,000 by the fair value of our common stock of $3.50 per share as of July 1, 2006.

(18) On August 25, 2004, we granted Mr. Reardon an option to purchase 60,000 shares of common stock at an original exercise price of $4.00 per share. Effective March 1, 2006, this option was repriced to an exercise price of $3.50. The incremental fair value associated with this modification, in the amount of $4,920, was calculated in accordance with SFAS 123R.

(19) As of December 31, 2006, the last day of our fiscal year, there are outstanding 22,338 shares of restricted stock, 16,623 of which are vested, and options for the purchase of 250,000 shares of common stock, 218,750 of which are vested, issued to Mr. Wilson.

Director Compensation Policy

We reimburse each member of our board of directors who is not an employee for reasonable travel and other expenses in connection with attending meetings of the board of directors.

In January 2005, our board of directors approved our Director Compensation Policy. Pursuant to this policy, each non-employee director receives an option to purchase 60,000 shares of our common stock upon his or her initial appointment to our board of directors. These options vest as to 25% of

such grant on the first anniversary of the grant date and as to an additional 6.25% of such grant on the last day of each calendar quarter thereafter, subject to the non-employee director's continued service as a director. However, in the event of termination of service of a non-employee director, such option will vest to the extent of a pro rata portion through the non-employee director's last day of service based on the number of days accrued in the applicable period prior to his or her termination of service. Each non-employee director stock option will terminate on the earlier of ten years from the date of grant and three months after the recipient ceases to serve as a director, except in the case of death or disability, in which event the option will terminate one year from the date of the director's death or disability. The exercise price of these options is equal to the fair market value of our common stock on the date of grant.

Under this policy, each non-employee director is compensated on an annual basis for providing services to Synta. Director compensation is paid for the period from July 1 through June 30 of each year. Each non-employee director receives compensation consisting of one of the following combinations of cash and/or a grant of our common stock, at the election of each non-employee director, as follows:

- $40,000 cash;
- $30,000 cash and such number of shares of restricted common stock with a value of $10,000 on the date of grant of the shares;
- $20,000 cash and such number of shares of restricted common stock with a value of $20,000 on the date of grant of the shares;
- $10,000 cash and such number of shares of restricted common stock with a value of $30,000 on the date of grant of the shares; or
- such number of shares of restricted common stock with a value of $40,000 on the date of grant of the shares.

The number of shares to be received by a non-employee director is calculated by dividing the total dollar amount that the non-employee director has elected to be paid in shares of common stock by the fair market value of the shares of our common stock on the last business day prior to the date of grant of the shares. Shares granted are subject to a lapsing repurchase right such that the shares are subject to forfeiture to us if a non-employee director does not continue to serve as a member of the board of directors as of the end of the applicable quarter as follows: the repurchase right lapses as to 25% of each such grant on each of September 30, December 31, March 31 and June 30 thereafter, provided such non-employee director continues to serve as a member of the board of directors as of the applicable date.

The option and restricted stock awards disclosed in the above Director Compensation Table and accompanying footnotes that were granted prior to March 15, 2006, were granted under our 2001 Stock Plan, with the exception of the option grant to Mr. Gollust on May 27, 2004, which was not granted pursuant to an equity plan. On March 15, 2006, our board of directors adopted and our stockholders approved our 2006 Stock Plan and at the same time terminated our 2001 Stock Plan. The restricted stock awards granted on November 17, 2006 were granted under our 2006 Stock Plan. See "Employee Benefit Plans—2001 Stock Plan" and "Employee Benefit Plans—2006 Stock Plan" for a description of each plan.

Pursuant to the Director Compensation Policy, each non-employee director also receives an annual fee of $5,000 for each committee of the board of directors on which such individual serves. However, the chairman of each committee, other than the audit committee, receives an annual fee of $10,000, and the chairman of the audit committee receives an annual fee of $15,000 for services as chairman.

Consulting Agreement with Dr. Lan Bo Chen

In 2002, we entered into an oral consulting agreement with Dr. Chen pursuant to which Dr. Chen provided consulting services as mutually determined by us and Dr. Chen from time to time. This consulting agreement had no definitive term. Under the terms of the agreement, we provided compensation to Dr. Chen of $25,000 per month. Dr. Chen was paid $75,000, $300,000, $300,000 and $87,500 in 2002, 2003, 2004 and 2005, respectively, under this arrangement. In April 2005, we entered into a written consulting agreement with Dr. Chen pursuant to which he has agreed to provide consulting services to us and to serve as the chairman and/or a member of our scientific advisory board. This written agreement supersedes the aforementioned oral agreement. Under the terms of this agreement, we pay Dr. Chen $25,000 per month for these services. This written agreement has no definitive term and may be terminated by us or Dr. Chen upon 15 days advance written notice. The agreement also contains a one-year post termination non-competition and non-solicitation provision. We paid Dr. Chen $212,500 in 2005 and $300,000 in 2006 under this agreement.

Agreement and Release with Dr. Lan Bo Chen

In January 2005, we entered into an Agreement and Release with Dr. Chen whereby we resolved all outstanding matters regarding various oral understandings and arrangements between Dr. Chen and Synta, including arrangements relating to (1) the assignment by Dr. Chen of the benefit of his interests, if any, resulting from our acquisition of the assets of Cancer Genomics, Inc., Kava Pharmaceuticals, Inc., and SinglePixel Biomedical, Inc., (2) Dr. Chen's assignment of inventions, non-competition, non-solicitation and confidentiality agreements with us, and (3) a general release by Dr. Chen of any and all claims that Dr. Chen may have had against us. Pursuant to this agreement we will pay Dr. Chen $500,000 payable in $25,000 installments quarterly for five years. We paid Dr. Chen $100,000 in 2005 and $100,000 in 2006 under this agreement.

Scientific Advisory Board Agreement with Dr. Judah Folkman

In September 2003, we entered into a scientific advisory board agreement with Dr. Folkman pursuant to which Dr. Folkman provides consulting services as mutually determined by us and Dr. Folkman from time to time, up to a maximum of five days per month. This agreement had an initial term of one year and provides for automatic one-year extensions. The agreement may be terminated by us or Dr. Folkman for any reason upon 60 days advance written notice and may be immediately terminated in the event of a breach or threatened breach of certain provisions contained in the agreement. Under the terms of this agreement, we agreed to pay Dr. Folkman a consulting fee of $50,000 per year payable in quarterly installments and reimburse his reasonable expenses incurred in connection with his performance under the agreement. Pursuant to this agreement, Dr. Folkman was paid $25,000, $50,000, $50,000 and $25,000 in 2003, 2004, 2005 and 2006, respectively. Under this agreement, Dr. Folkman has also been granted a non-qualified stock option to purchase 100,000 shares of common stock at an exercise price of $2.7108 per share. This option vests as to 25% of the shares on the first anniversary of the grant date and an additional 6.25% of the shares at the end of each successive three-month period thereafter, provided that the scientific advisory board agreement remains in effect on the date of vesting. Immediately following the grant of this option, Dr. Folkman transferred all right, title and interest in this option to Children's Medical Center Corporation pursuant to a stock option transfer agreement in which Children's Medical Center Corporation has agreed to be subject to all of the conditions and restrictions under the option. Pursuant to the terms of the scientific advisory board agreement, we have agreed to indemnify Dr. Folkman and Children's Hospital Boston, its corporate affiliates, current or future directors, trustees, officers, faculty, medical and professional staff, employees, students and agents and their respective successors, heirs and assigns against liability incurred in connection with claims arising out of the agreement, except to the extent caused by Dr. Folkman's misconduct or negligence. Pursuant to an oral agreement between Dr. Folkman and us

entered into on or about September 30, 2006, and in connection with Dr. Folkman's appointment to our board of directors in September 2005, Dr. Folkman will no longer receive compensation under this agreement.

Employee Benefit Plans

2001 Stock Plan

Our 2001 Stock Plan was adopted by our board of directors and approved by our stockholders in July 2001. In August 2002 and December 2003, our board of directors and stockholders approved amendments to our 2001 Stock Plan and in January 2005 and May 2005, our board of directors amended our 2001 Stock Plan. Under this plan, we may grant incentive stock options, nonqualified stock options and restricted and unrestricted stock awards. A maximum of 15,000,000 shares of common stock were authorized for issuance under our 2001 Stock Plan. In March 2006, we terminated the 2001 Stock Plan. All outstanding stock options granted and restricted stock issued under the 2001 Stock Plan as of the date of termination remained outstanding and subject to their respective terms and the terms of the 2001 Stock Plan. As of December 31, 2006, 286,437 shares have been issued upon the exercise of options, 1,176,363 shares have been issued pursuant to the grant of stock awards under this plan, 11,601,375 shares are subject to outstanding options under this plan, and no shares are available for future grant under this plan.

In accordance with the terms of the 2001 Stock Plan, our board of directors has authorized our compensation committee to administer our 2001 Stock Plan. In February 2005, the board of directors delegated authority to an option committee of the board of directors comprised of our President and Chief Executive Officer, Safi Bahcall, to grant options to purchase up to a total of 500,000 shares of our common stock. The board of directors intended that this share pool would be used primarily to grant options to new hires and that the number of shares the option committee had authority to grant would be periodically replenished. Due to administrative error, the board of directors did not take action to replenish the pool of options the option committee had authority to grant, and the option committee granted options to purchase a total of 903,000 shares of common stock. The grant of options in excess of the shares the option committee had authority to grant were ratified by the compensation committee in November 2006.

Our board of directors or any committee to which the board of directors delegates authority may, with the consent of the affected plan participants, amend outstanding awards consistent with the terms of the 2001 Stock Plan.

Upon a merger or other reorganization event, our board of directors, may, in their sole discretion, take any one or more of the following actions pursuant to our 2001 Stock Plan, as to some or all outstanding options:

- provide that all options shall be assumed or substituted by the successor corporation;
- upon written notice to a participant, provide that the participant's unexercised options will become exercisable in full and will terminate immediately prior to the consummation of such transaction unless exercised by the participant;
- in the event of a merger pursuant to which holders of our common stock will receive a cash payment for each share surrendered in the merger, make or provide for a cash payment to the participants equal to the difference between the merger price times the number of shares of our common stock subject to such outstanding options (at prices not in excess of the merger price), and the aggregate exercise price of all such outstanding options (all options being made fully vested and immediately exercisable prior to their termination), in exchange for the termination of such options; and

- provide that outstanding awards shall be assumed or substituted by the successor corporation, become realizable or deliverable, or restrictions applicable to an award will lapse, in whole or in part, prior to or upon the merger or reorganization event.

In addition, in the event of a change in control under our 2001 Stock Plan where outstanding options are assumed or substituted or in the event of a change in control that does not constitute a corporate transaction under our 2001 Stock Plan, options will become immediately exercisable in full if on or prior to the date that is six months after the date of the change in control (i) an option holder's service with us or our succeeding corporation is terminated by us or the succeeding corporation without cause, as defined in our 2001 Stock Plan; (ii) a participant terminates his or her service with us as a result of being required to change the principal location where he or she renders services to a location more than 50 miles from his or her location of service immediately prior to the change in control; or (iii) the participant terminates his or her service after there occurs a material adverse change in a participant's duties, authority or responsibilities which cause such participant's position with us to become of significantly less responsibility or authority than such participant's position was immediately prior to the change in control. Our 2001 Stock Plan provides similar change in control vesting provisions for restricted stock under the plan.

In February 2006, our board of directors approved the repricing of options issued under our 2001 Stock Plan having an exercise price at or above $4.00 per share to $3.50 per share, the fair market value of our common stock on the date of the repricing, as determined by our board of directors. This repricing applied to all outstanding options under this plan held by our active employees and others having an ongoing relationship with us at the time of the repricing. The repricing was effective on March 1, 2006.

2006 Stock Plan

Our 2006 Stock Plan was adopted by our board of directors in March 2006 and approved by our stockholders in March 2006. The 2006 Stock Plan provides for the grant of incentive stock options, nonqualified stock options, restricted and unrestricted stock awards and other stock-based awards. As of December 31, 2006, 9,625,000 shares of common stock were reserved for issuance under the 2006 Stock Plan. In addition, the 2006 Stock Plan contains an "evergreen provision" which allows for an annual increase in the number of shares available for issuance under the plan on the first day of each of our fiscal years during the period beginning in fiscal year 2007 and ending on the second day of fiscal year 2015. The annual increase in the number of shares shall be equal to the lowest of

- 5,225,000 shares;
- 5% of our outstanding shares on the first day of the fiscal year; and
- an amount determined by our board of directors.

Under this provision, no annual increase shall be made to the extent that the number of shares of common stock available for issuance under the 2006 Stock Plan and all other employee or director stock plans would exceed 25% of our outstanding shares on the first day of the applicable fiscal year.

As of December 31, 2006, 48,573 shares have been issued upon the exercise of options and the grant of stock awards under this plan, 271,000 shares are subject to outstanding options under this plan, and 9,305,427 shares are available for future grant under this plan, including 425,350 shares to be issuable upon the exercise of options to be granted on the date on which the registration statement, of which this prospectus forms a part, is declared effective.

In accordance with the terms of the 2006 Stock Plan, our board of directors has authorized our compensation committee to administer our 2006 Stock Plan however, our full board shall retain authority to make grants to our executive officers and members of our board of directors. In

accordance with the provisions of the 2006 Stock Plan, our board of directors or compensation committee will determine the terms of options and other awards, including:

- the determination of which employees, directors and consultants will be granted options and other awards;
- the number of shares subject to options and other awards;
- the exercise price of each option which may not be less than fair market value on the date of grant;
- the schedule upon which options become exercisable;
- the termination or cancellation provisions applicable to options; the terms and conditions of other awards, including conditions for repurchase, termination or cancellation, issue price and repurchase price; and
- all other terms and conditions upon which each award may be granted in accordance with the 2006 Stock Plan.

No participant may receive awards for over 500,000 shares of common stock in any fiscal year.

In addition, our board of directors or any committee to which the board of directors delegates authority may, with the consent of the affected plan participants, reprice or otherwise amend outstanding awards consistent with the terms of the 2006 Stock Plan.

Upon a merger or other reorganization event, our board of directors, may, in their sole discretion, take any one or more of the following actions pursuant to our 2006 Stock Plan, as to some or all outstanding awards:

- provide that all options shall be assumed or substituted by the successor corporation;
- upon written notice to a participant, provide that the participant's unexercised options will become exercisable in full and will terminate immediately prior to the consummation of such transaction unless exercised by the participant;
- in the event of a merger pursuant to which holders of our common stock will receive a cash payment for each share surrendered in the merger, make or provide for a cash payment to the participants equal to the difference between the merger price times the number of shares of our common stock subject to such outstanding options (at prices not in excess of the merger price), and the aggregate exercise price of all such outstanding options (all options being made fully vested and immediately exercisable prior to their termination), in exchange for the termination of such options; and
- provide that outstanding awards shall be assumed or substituted by the successor corporation, become realizable or deliverable, or restrictions applicable to an award will lapse, in whole or in part, prior to or upon the merger or reorganization event.

In addition, in the event of a change in control under our 2006 Stock Plan where outstanding options are assumed or substituted or in the event of a change in control that does not constitute a corporate transaction under our 2006 Stock Plan, options will become immediately exercisable in full if on or prior to the date that is six months after the date of the change in control (i) an option holder's service with us or our succeeding corporation is terminated by us or the succeeding corporation without cause, as defined in our 2006 Stock Plan; (ii) a participant terminates his or her service with us as a result of being required to change the principal location where he or she renders services to a location more than 50 miles from his or her location of service immediately prior to the change in control; or (iii) the participant terminates his or her service after there occurs a material adverse change in a participant's duties, authority or responsibilities which cause such participant's position with us to

become of significantly less responsibility or authority than such participant's position was immediately prior to the change in control. Our 2006 Stock Plan provides similar change in control vesting provisions for restricted stock under the plan and allows the board of directors to make appropriate adjustments for other stock-based awards.

Limitation of Officers' and Directors' Liability and Indemnification

The Delaware General Corporation Law authorizes corporations to limit or eliminate, subject to certain conditions, the personal liability of directors to corporations and their stockholders for monetary damages for breach of their fiduciary duties. Our restated certificate of incorporation and restated bylaws limit the liability of our directors to the fullest extent permitted by Delaware law.

We have obtained director and officer liability insurance to cover liabilities our directors and officers may incur in connection with their services to us, including matters arising under the Securities Act. Our restated certificate of incorporation and restated bylaws also provide that we will indemnify any of our directors and officers who, by reason of the fact that he or she is one of our officers or directors, is involved in a legal proceeding of any nature. We will repay certain expenses incurred by a director or officer in connection with any civil or criminal action or proceeding, specifically including actions by us or in our name (derivative suits). Such indemnifiable expenses include, to the maximum extent permitted by law, attorneys' fees, judgments, civil or criminal fines, settlement amounts and other expenses customarily incurred in connection with legal proceedings. A director or officer will not receive indemnification if he or she is found not to have acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interest. Prior to the completion of this offering, we plan to enter into agreements to indemnify our directors and officers. These agreements, among other things, will indemnify our directors and officers for certain expenses, including attorneys' fees, judgments, fines, and settlement amounts incurred by any such person in any action or proceeding, including any action by us arising out of such person's services as our director or officer, any of our subsidiaries from time to time or any other company or enterprise to which the person provides services at our request. We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and officers.

Such limitation of liability and indemnification does not affect the availability of equitable remedies. In addition, we have been advised that in the opinion of the SEC, indemnification for liabilities arising under the Securities Act is against public policy as expressed in the Securities Act and is therefore unenforceable.

There is no pending litigation or proceeding involving any of our directors, officers, employees or agents in which indemnification will be required or permitted. We are not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

The following is a description of the transactions we have engaged in (1) since January 1, 2003 with our directors and officers and beneficial owners of more than five percent of our voting securities and their affiliates and (2) since our inception in March 2000 with our founders, Dr. Safi R. Bahcall and Dr. Lan Bo Chen.

Issuance of Common Stock to Our Founders

In July of 2001, in connection with the initial capitalization of Synta, we issued an aggregate of 20,400,000 shares of common stock to our founders, Dr. Bahcall and Dr. Chen, at a purchase price of $0.0001 per share as follows:

Name	Number of Shares of Common Stock	Aggregate Purchase Price
Safi R. Bahcall, Ph.D.	8,000,000	$ 800
Lan Bo Chen, Ph.D.	12,400,000	1,240

Dr. Bahcall is also our President and Chief Executive Officer, a director and a beneficial owner of more than five percent of our voting securities. Dr. Chen is also a director and a beneficial owner of more than five percent of our voting securities. The purchase price per share was determined by the board of directors to be fair market value based on, among other things, the fact that Synta had just commenced operations.

Private Placements of Our Common Stock

During the period from July 2001 to December 2001, we issued an aggregate of 6,800,000 shares of our common stock to 21 investors at a purchase price of $0.50 per share, including 200,000 shares to John and Neta Bahcall, the parents of Dr. Bahcall, as follows:

Name	Number of Shares of Common Stock	Aggregate Purchase Price
John and Neta Bahcall	200,000	$ 100,000

The purchase price per share was the fair market value as determined by arms-length negotiations between sophisticated investors and Synta's management and board of directors, based on factors such as our stage of development and valuations of similarly situated private biopharmaceutical companies.

During the periods from April 2002 through May 2002 and from November 2002 through March 2003, we issued an aggregate of 22,969,505 shares of our common stock to 48 investors at a purchase price of $2.7108 per share, including an aggregate of 12,356,132 shares to the following directors, officers, and beneficial owners of more than five percent of our voting securities, and their affiliates:

Name	Number of Shares of Common Stock	Aggregate Purchase Price
Keith R. Gollust	368,895	$ 1,000,000
CxSynta, LLC	11,987,237	32,495,000

Keith R. Gollust is one of our directors. CxSynta, LLC is a beneficial owner of more than five percent of our voting securities and an affiliated investment vehicle of the Caxton Corporation. Bruce Kovner, one of our directors, is the Chairman of the Caxton Corporation. The purchase price per share was the fair market value as determined by arms-length negotiations between sophisticated investors and Synta's management and board of directors, based on factors such as our stage of development and valuations of similarly situated private biopharmaceutical companies.

During the period from October 2003 through January 2004, we issued an aggregate of 12,500,000 shares of our common stock to 43 investors at a purchase price of $4.00 per share, including an aggregate of 5,525,000 shares to the following directors, officers, and beneficial owners of more than five percent of our voting securities, and their affiliates:

Name	Number of Shares of Common Stock	Aggregate Purchase Price
Robert N. Wilson	125,000	$ 500,000
CxSynta, LLC	5,000,000	20,000,000
Wyandanch Partners, LP	400,000	1,600,000

Robert N. Wilson is one of our directors. Keith R. Gollust, one of our directors, is the president and sole stockholder of Gollust Management, Inc., which is the general partner of Wyandanch Partners, LP. The purchase price per share was the fair market value as determined by arms-length negotiations between sophisticated investors and Synta's management and board of directors, based on factors such as our stage of development and valuations of similarly situated private biopharmaceutical companies.

In November 2004, we issued an aggregate of 16,000,000 shares of our common stock to 76 investors at a purchase price of $5.00 per share, including an aggregate of 6,223,289 shares to the following directors, officers, and beneficial owners of more than five percent of our voting securities, and their affiliates:

Name	Number of Shares of Common Stock	Aggregate Purchase Price
Robert N. Wilson	500,000	$ 2,500,000
Bruce Kovner	48,236	241,180
LAJ Holdings LLC	200,000	1,000,000
CxSynta, LLC	4,721,764	23,608,820
Wyandanch Partners, LP	753,289	3,766,445

Dr. Chen and his spouse, Lin-Huey Chen, are co-managing members of LAJ Holdings LLC. The purchase price per share was the fair market value as determined by arms-length negotiations between sophisticated investors and Synta's management and board of directors, based on factors such as our stage of development and valuations of similarly situated private biopharmaceutical companies.

Private Placement of Our Series A Convertible Preferred Stock

In June, 2006, we issued an aggregate of 8,000,000 shares of our Series A convertible preferred stock to 42 investors at a purchase price of $5.00 per share, including an aggregate of 2,551,731 shares to the following directors, officers, and beneficial owners of more than five percent of our voting securities, and their affiliates:

Name	Number of Shares of Series A Preferred Stock	Aggregate Purchase Price
Robert N. Wilson	67,495	$ 337,475
Bruce Kovner	30,131	150,655
CxSynta, LLC	2,154,105	10,770,525
Wyandanch Partners, L.P.	300,000	1,500,000

The purchase price per share was the fair market value as determined by arms-length negotiations between sophisticated investors and Synta's management and board of directors, based on factors such as our stage of development and valuations of similarly situated private biopharmaceutical companies.

Issuance of Restricted Stock to Employees

On December 21, 2004, we granted an aggregate of 1,460,000 shares of restricted common stock to certain officers and key employees at a purchase price of $0.0001 per share as a reward for their service and as a long-term incentive, including an aggregate of 820,000 shares to the following officers:

Name of Holder	Number of Restricted Shares
Safi R. Bahcall, Ph.D.	200,000
Keizo Koya, Ph.D.	160,000
James G. Barsoum, Ph.D.	160,000
Keith S. Ehrlich, C.P.A.	100,000
Wendy E. Rieder, Esq.	100,000
Jeremy G. Chadwick, Ph.D.	100,000

These restricted shares of common stock are subject to repurchase by us at a repurchase price of $0.0001 per share if the officer is no longer employed by us. This right of repurchase lapses as to 50% of the shares on January 4, 2007 and the remaining 50% on the earlier of January 4, 2009 or the date the FDA approves an NDA for one of our drug candidates. The fair value of the common stock issued was determined to be $5.50 per share on the date of grant. Unless the executive elects to pay in cash, we have agreed to satisfy the minimum tax withholding obligations incurred as a consequence of the lapsing of the repurchase right of 50% of the restricted shares of common stock on January 4, 2007 by withholding from each executive officer named above such number of shares of common stock as is necessary in order to satisfy such withholding obligation.

On December 12, 2005, we granted an aggregate of 350,000 shares of restricted common stock to certain officers and key employees at a purchase price of $0.0001 per share as a reward for their service and as a long-term incentive, including the following grant:

Name of Holder	Number of Restricted Shares
Eric W. Jacobson, M.D.	100,000

These restricted shares of common stock are subject to repurchase by us at a repurchase price of $0.0001 per share if the officer is no longer employed by us. This right of repurchase lapses as to 50% of the shares on January 4, 2008 and the remaining 50% on the earlier of January 4, 2010 or the date the FDA approves an NDA for one of our drug candidates. The fair value of the common stock issued was determined to be $3.50 per share on the date of grant.

Acquisition of Principia Associates, Inc. and SBR Pharmaceuticals Corp.

In September 2002, we acquired Principia Associates, Inc. and its subsidiary SBR Pharmaceuticals Corp. In this transaction, Principia became a wholly owned subsidiary of Synta as we acquired all of the outstanding capital stock of Principia in exchange for an aggregate of 4,939,500 shares of our common stock and warrants to purchase an aggregate of 959,126 shares of our common stock at a purchase price of $0.50 per share. The consideration paid in this transaction was determined through negotiations between the shareholders of Principia and the management and independent directors of Synta, based on factors such as the early stage potential of the compounds under development, the assets acquired, and the price paid by Principia to acquire SBR Pharmaceuticals Corp. in July 2002.

CxSynta, LLC and Mr. Gollust owned a majority of the outstanding shares of Principia and received the following consideration in exchange for their Principia shares in this transaction:

Principia Shareholders	Principia Shares	Synta Shares Issued	Warrants Issued
CxSynta, LLC	500,000	1,899,808	575,476
Keith R. Gollust	300,000	1,139,884	115,095
Total:	800,000	3,039,692	690,571

Prior to this transaction, in July of 2002, Principia had acquired 98.8% of the outstanding capital stock of SBR Pharmaceuticals Corp., formerly Shionogi BioResearch Corp., at a purchase price of $0.3267973 per share, for an aggregate purchase price of approximately $12.2 million. Dr. Chen and affiliates of Dr. Chen were shareholders of Shionogi and received the following consideration in the transaction:

Shionogi Shareholders	Shionogi Shares	Aggregate Purchase Price
Lan Bo Chen, Ph.D.	1,140,000	$ 372,549
Lin-Huey Chen	4,800,000	1,568,627
Lan Bo Chen and Lin-Huey Chen Irrevocable Trust dated 12/29/95	860,000	281,046

The Lan Bo Chen and Lin-Huey Chen Irrevocable Trust is for the benefit of Dr. Chen, his spouse and family.

In addition, in August and September 2002, we loaned a total of $1.0 million to SBR Pharmaceuticals Corp. pursuant to two promissory notes with fixed interest rates of 7%. These notes were due on December 31, 2002 but were forgiven in connection with our acquisition of Principia described above. In December 2002, we paid the liability for the remaining 1.2% of the outstanding capital stock of SBR Pharmaceuticals, and Principia and SBR were merged with Principia as the surviving corporation, which was renamed SBR Pharmaceuticals Corp. We then merged this wholly owned subsidiary with and into Synta. We believe that the transactions described above were entered into on terms no less favorable to us than we could have obtained from unrelated third parties.

Acquisition of Diagon Genetics, Inc.

In December of 2002, we acquired Diagon Genetics, Inc. through the merger of Diagon with and into our wholly owned merger subsidiary, DGN Genetics Acquisition Corp., for consideration of approximately $13.5 million, consisting of 3,145,854 shares of our common stock at a per share value of $2.7108 and $5.0 million in cash. Dr. Bahcall, Dr. Chen, the Ann Chen Trust and the Jane Chen Trust, owned all of the outstanding capital stock of Diagon and received the following consideration in exchange for their Diagon shares in this transaction:

Shareholder	Diagon Shares	Synta Shares Issued	Cash Paid
Safi R. Bahcall, Ph.D.	1,009	1,227,601	$ 1,222,220
Lan Bo Chen, Ph.D.	838	—	3,777,780
Ann Chen Trust, and Jane Chen Trust, Lin-Huey Chen co-trustee	1,153	1,918,253	—
Total:	3,000	3,145,854	$ 5,000,000

The Ann Chen Trust and Jane Chen Trust are for the benefit of Dr. Chen's daughters. Dr. Bahcall was also a member of the board of directors, the President and the Secretary of Diagon, and Dr. Chen was also a member of the board of directors of Diagon. The consideration paid in this transaction was

determined through negotiation between the shareholders of Diagon and the management and independent directors of Synta, based on factors such as the value of intellectual property and technologies to be acquired and an assessment of potential future cash flows from products that could be developed using the technologies acquired, and the valuations of similarly situated privately held biopharmaceutical companies. In December 2002, the wholly owned subsidiary resulting from this transaction was merged with and into Synta. We believe this transaction was entered into on terms no less favorable to us than we could have obtained from unrelated third parties.

Acquisition of the Assets of Cancer Genomics, Inc., Kava Pharmaceuticals, Inc., and SinglePixel Biomedical, Inc.

In January of 2004, we acquired substantially all of the assets of each of Cancer Genomics, Inc., Kava Pharmaceuticals, Inc., and SinglePixel Biomedical, Inc. in a single transaction for consideration of approximately $2.2 million, consisting of 553,344 shares of our common stock, apportioned 25% to Cancer Genomics, 50% to Kava Pharmaceuticals, and 25% to SinglePixel Biomedical, at a per share value of $4.00 and the assumption of SinglePixel Biomedical, Inc.'s responsibilities under a Dana-Farber Cancer Institute license agreement. In addition, we are required to make cash payments to Kava Pharmaceuticals and SinglePixel Biomedical, respectively, if certain milestones regarding such company's technology are achieved. Further, if commercialization is achieved from products or services covered by a Cancer Genomics or Kava Pharmaceuticals patent we may owe royalties on the gross revenue achieved by such a product.

Dr. Chen and his affiliates hold a non-voting membership interest in an unrelated entity CMAC, LLC, that is the majority stockholder of these three companies. Dr. Chen and his affiliates own substantially all of an entity, Three L Enterprises, that was a greater than 10% stockholder in Cancer Genomics, Inc., and SinglePixel Biomedical, Inc. The consideration paid in, and the terms of, this transaction were determined through negotiation between the shareholders of these entities and the management and independent directors of Synta, based on factors such as the value of intellectual property and technologies to be acquired and an assessment of potential future cash flows from products that could be developed using the technologies acquired, and the valuations of similarly situated privately held biopharmaceutical companies. We believe this transaction was entered into on terms no less favorable to us than we could have obtained from unrelated third parties.

License Agreement with SBR

In April 2002, we entered into an exclusive license agreement with SBR for certain small molecule technology and know-how. Pursuant to this license, we paid SBR an initial fee of $1.0 million, and were obligated to make milestone payments and pay royalties. At the time of this transaction, Dr. Chen and his affiliates were significant shareholders of SBR as described above. This agreement was terminated in connection with our acquisition of Principia described above. We believe this transaction was entered into on terms no less favorable to us than we could have obtained from unrelated third parties.

Sublease with Affiliated Entities of Dr. Lan Bo Chen

In October 2001, we entered into an arrangement to sublet office space from Munchi BioTherapeutics Corp., formerly known as Asiana Pharmaceuticals Corporation, an entity affiliated with and controlled by Dr. Chen. Three L Enterprises is the sole stockholder of this entity. Under the terms of this oral arrangement, we pay the monthly lease fees payable pursuant to the underlying lease, and we are obligated to pay the lease fees through the termination of the lease on May 30, 2009. In the alternative, we may find another tenant to sublet the space, but we are obligated to pay any difference between the monthly rent paid by the other tenant and the amount owed under the lease. Pursuant to this arrangement, we paid a total of approximately $14,000, $174,000, $194,000, $213,000 and $96,485 in 2001, 2002, 2003, 2004 and 2005, respectively. On May 25, 2005, this lease was assigned to us. We

believe this transaction was entered into on terms no less favorable than we could have obtained from unrelated third parties.

Investor Rights Agreement

Upon completion of this offering, pursuant to an Amended and Restated Investor Rights Agreement dated December 31, 2002 by and among Synta and certain stockholders, as amended on January 11, 2005, the holders of shares of our common stock and 1,300,000 shares of our common stock issuable upon the exercise of options, are entitled to registration rights with respect to the shares of common stock held by them. These rights are provided under the terms of an investor rights agreement, as amended, between us and these shareholders. These shareholders include the following directors, beneficial owners of more than five percent of our voting securities, and their affiliates:

Name of Holder	Number of Registrable Shares
CxSynta, LLC(1)	
Gollust Trust II(2)	200,000
Wyandanch Partners, LP(3)	
Keith R. Gollust(4)	937,433
Bruce Kovner(5)	
Total:	

(1) Consists of 24,284,285 shares of common stock and shares of common stock issuable upon the conversion of 2,154,105 shares of Series A preferred stock.

(2) Represents shares of common stock.

(3) Consists of 3,662,068 shares of common stock and shares of common stock issuable upon the conversion of 300,000 shares of Series A preferred stock.

(4) Consists of 137,433 shares of common stock and 800,000 shares of common stock issuable upon the exercise of options.

(5) Consists of 351,824 shares of common stock and shares of common stock issuable upon the conversion of 30,131 shares of Series A preferred stock and 500,000 shares of common stock issuable upon the exercise of options.

See "Description of Capital Stock—Registration Rights" for a more detailed description of these registration rights. Other than the registration rights set forth above, there are no provisions of the Amended and Restated Investor Rights Agreement, as amended, that will remain in effect after completion of this offering.

Indemnification Arrangements

Our restated certificate of incorporation and restated bylaws to be effective upon completion of this offering provide that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. In addition, we expect to enter into indemnification agreements with each of our directors and executive officers prior to completion of the offering. See "Management—Limitation of Officers' and Directors' Liability and Indemnification" for a more detailed description of these indemnification arrangements.

Policy for Approval of Related Person Transactions

Pursuant to the written charter of our audit committee to be amended in January 2007, the audit committee is responsible for reviewing and approving, prior to our entry into any such transaction, all

transactions in which we are a participant and in which any of the following persons has or will have a direct or indirect material interest:

- our executive officers;
- our directors;
- the beneficial owners of more than 5% of our securities;
- the immediate family members of any of the foregoing persons; and
- any other persons whom the board determines may be considered related persons.

For purposes of these procedures, "immediate family members" means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and any person (other than a tenant or employee) sharing the household with the executive officer, director or 5% beneficial owner.

In reviewing and approving such transactions, the audit committee shall obtain, or shall direct our management to obtain on its behalf, all information that the committee believes to be relevant and important to a review of the transaction prior to its approval. Following receipt of the necessary information, a discussion shall be held of the relevant factors if deemed to be necessary by the committee prior to approval. If a discussion is not deemed to be necessary, approval may be given by written consent of the committee. This approval authority may also be delegated to the chairman of the audit committee in some circumstances. No related person transaction shall be entered into prior to the completion of these procedures.

The audit committee or its chairman, as the case may be, shall approve only those related person transactions that are determined to be in, or not inconsistent with, the best interests of us and our stockholders, taking into account all available facts and circumstances as the committee or the chairman determines in good faith to be necessary. These facts and circumstances will typically include, but not be limited to, the benefits of the transaction to Synta; the impact on a director's independence in the event the related person is a director, an immediate family member of a director or an entity in which a director is a partner, shareholder or executive officer; the availability of other sources for comparable products or services; the terms of the transaction; and the terms of comparable transactions that would be available to unrelated third parties or to employees generally. No member of the audit committee shall participate in any review, consideration or approval of any related person transaction with respect to which the member or any of his or her immediate family members is the related person.

PRINCIPAL STOCKHOLDERS

The following table sets forth certain information regarding the beneficial ownership of our common stock as of December 31, 2006, and as adjusted to reflect the sale of our common stock offered by this prospectus by:

- the executive officers named in the summary compensation table;
- each of our directors;
- all of our current directors and executive officers as a group; and
- each stockholder known by us to own beneficially more than five percent of our common stock.

Beneficial ownership is determined in accordance with the rules of the SEC and includes voting or investment power with respect to the securities. Shares of common stock that may be acquired by an individual or group within 60 days of December 31, 2006, pursuant to the exercise of options or warrants, are deemed to be outstanding for the purpose of computing the percentage ownership of such individual or group, but are not deemed to be outstanding for the purpose of computing the percentage ownership of any other person shown in the table. Percentage of ownership is based on shares of common stock outstanding on December 31, 2006, which assumes the conversion of all outstanding shares of our Series A convertible preferred stock into shares of common stock, and shares of common stock outstanding after the completion of this offering.

For purposes of calculating the number of shares of common stock into which the Series A convertible preferred stock will be convertible after the completion of this offering, we have assumed:

- the closing of this offering occurs on , 2007, which would result in accumulated dividends of $ per share of Series A convertible preferred stock and aggregate accumulated dividends of $ on all outstanding shares of Series A convertible preferred stock; and
- an initial public offering price of $ per share, the mid-point of the range set forth on the cover page of this prospectus

However, because each outstanding share of our Series A convertible preferred stock is convertible into a number of shares of our common stock determined by dividing (1) the Series A convertible preferred stock per share purchase price of $5.00 plus an accumulated dividend of 8% per year by (2) a conversion price equal to the lesser of (a) $5.00 or (b) 66.6667% of the initial public offering price per share, the number of shares of common stock into which the outstanding shares of Series A convertible preferred stock will be converted upon completion of this offering will differ if the actual closing date and/or initial public offering price are different from the assumptions set forth above. See "Prospectus Summary—General Information About This Prospectus" beginning on page 6. Accordingly, the percentage of common stock beneficially owned before and after this offering may differ from that set forth below. Following the completion of this offering, this information will be adjusted based on the actual closing date and initial public offering price and other terms of this offering determined at pricing.

Except as indicated in footnotes to this table, we believe that the stockholders named in this table have sole voting and investment power with respect to all shares of common stock shown to be beneficially owned by them, based on information provided to us by such stockholders. Unless otherwise indicated, the address for each director and executive officer listed is: c/o Synta Pharmaceuticals Corp., 45 Hartwell Avenue, Lexington, Massachusetts 02421.

Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Common Stock Beneficially Owned	
		Before Offering	After Offering
Directors and Executive Officers			
Safi R. Bahcall, Ph.D.(1)	9,107,104		
Keith S. Ehrlich, C.P.A.(2)	262,005		
Keizo Koya, Ph.D.(3)	940,085		
James G. Barsoum, Ph.D.(4)	530,621		
Eric W. Jacobson, M.D.(5)	171,473		
Keith R. Gollust(6)	(15)		
Lan Bo Chen, Ph.D.(7)	13,851,587		
Judah Folkman, M.D.(8)	11,429		
Bruce Kovner(9)	(15)		
William S. Reardon, C.P.A.(10)	43,993		
Robert N. Wilson(11)	(15)		
All current executive officers and directors as a group (14 persons)(12)	(15)		
Five Percent Stockholders			
CxSynta LLC(13) c/o Caxton Corporation Princeton Plaza, Building 2 731 Alexander Road Princeton, NJ 08540	(15)		
Lin-Huey Chen(14) 184 East Emerson Road Lexington, MA 02420	13,851,587		

* Represents beneficial ownership of less than 1% of the shares of common stock.

(1) Consists of 8,982,104 shares of common stock owned of record by and 125,000 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Dr. Bahcall. The amount excludes an aggregate of 440,000 shares of common stock of which 60,000 shares are owned of record by the Safi R. Bahcall Irrevocable Trust, the trustee of which is Dr. Bahcall's mother and of which Dr. Bahcall is the beneficiary; 97,000 shares are owned of record by the 2004 Neta Bahcall Grantor Retained Annuity Trust, the trustee of which is Dr. Bahcall and of which Dr. Bahcall is a beneficiary; 163,000 shares are owned of record by the 2006 Neta Bahcall Grantor Retained Annuity Trust, the trustee of which is Dr. Bahcall's sister and of which Dr. Bahcall is a beneficiary; 60,000 shares are owned of record by the Dan O. Bahcall Irrevocable Trust, the trustee of which is Dr. Bahcall's mother and of which Dr. Bahcall's brother is the beneficiary; and 60,000 shares are owned of record by the Orli G. Bahcall Irrevocable Trust, the trustee of which is Dr. Bahcall's mother and of which Dr. Bahcall's sister is the beneficiary. Dr. Bahcall disclaims beneficial ownership of the shares held by these trusts except to the extent of any pecuniary interest therein.

(2) Consists of 100,000 shares of common stock owned of record by and 162,005 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Mr. Ehrlich.

(3) Consists of 160,000 shares of common stock owned of record by and 780,085 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Dr. Koya.

(4) Consists of 160,000 shares of common stock owned of record by and 370,621 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Dr. Barsoum.

(5) Consists of 100,000 shares of common stock owned of record by and 71,473 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Dr. Jacobson.

(6) Consists of 137,433 shares of common stock owned of record by and 800,000 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Mr. Gollust; 200,000 shares of common stock owned of record by the Gollust Trust II, a trust established for the benefit of Mr. Gollust's minor children; and 3,662,068 shares of common stock and shares of common stock issuable upon the conversion of 300,000 shares of Series A preferred stock (see note 15 below), owned of record by Wyandanch Partners, L.P. Mr. Gollust is the president and sole stockholder of Gollust Management, Inc., which is the general partner of Wyandanch Partners, L.P.

(7) Consists of 2,968,101 shares of common stock owned of record by Dr. Chen; 220,286 shares of common stock owned of record by the Lan Bo Chen 2004 GRAT, the beneficiaries of which are Dr. Chen's two daughters; 568,895 shares of common stock owned of record by LAJ Holdings LLC, the co-managers of which are Dr. Chen and his spouse; 8,016,066 shares of common stock owned of record by the Wisteria Trust, the trustee of which is Dr. Chen's spouse; 973,927 shares of common stock owned of record by the Ann Chen Trust, a co-trustee of which is Dr. Chen's spouse; 973,927 shares of common stock owned of record by the Jane Chen Trust, a co-trustee of which is Dr. Chen's spouse; 51,785 shares of common stock owned of record by the Chen Grandchildren's Trust, a co-trustee of which is Dr. Chen's spouse; 27,800 shares of common stock owned of record by the Alexander Chen Wu 2002 Irrevocable Trust, a co-trustee of which is Dr. Chen's spouse; an aggregate of 39,600 shares of common stock owned of record by Dr. Chen's two daughters and their husbands; and 11,200 shares of common stock owned of record by the Allison Chen Wu 2004 Irrevocable Trust, a co-trustee of which is Dr. Chen's spouse. See note 14.

(8) Represents shares of common stock owned of record by Dr. Folkman.

(9) Consists of 351,824 shares of common stock and shares of common stock issuable upon the conversion of 30,131 shares of Series A preferred stock (see note 15 below), owned of record by and 218,750 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Mr. Kovner; and 24,284,285 shares of common stock and shares of common stock issuable upon the conversion of 2,154,105 shares of Series A preferred stock (see note 15 below), owned of record by CxSynta LLC. Caxton Corporation is the managing member of CxSynta LLC and Bruce Kovner is the chairman of Caxton Corporation. See note 13.

(10) Consists of 6,493 shares of common stock owned of record by and 37,500 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Mr. Reardon.

(11) Consists of 772,338 shares of common stock and shares of common stock issuable upon the conversion of 67,495 shares Series A preferred stock (see note 15 below), owned of record by Mr. Wilson and 218,750 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by Mr. Wilson.

(12) Consists of the shares of common stock set forth in footnotes 1 through 11 and 200,000 shares of common stock owned of record by and 607,463 shares of common stock issuable upon the exercise of options exercisable within 60 days of December 31, 2006 held by three executive officers not named in the table.

(13) Represents 24,284,285 shares of common stock and shares of common stock issuable upon the conversion of 2,154,105 Series A preferred stock (see note 15 below), owned of record by CxSynta LLC. Caxton Corporation is the managing member of CxSynta LLC and Bruce Kovner is the chairman of Caxton Corporation. See note 9.

(14) Consists of 2,968,101 shares of common stock owned of record by Ms. Chen's spouse, Dr. Chen; 220,286 shares of common stock owned of record by the Lan Bo Chen 2004 GRAT, the granter of which is Ms. Chen's spouse and the beneficiaries of which are Dr. Chen's two daughters; 568,895 shares of common stock owned of record by LAJ Holdings LLC, of which Ms. Chen is a manager; 8,016,066 shares of common stock owned of record by the Wisteria Trust, of which Ms. Chen is the trustee; 973,927 shares of common stock owned of record by the Ann Chen Trust, of which Ms. Chen is a co-trustee; 973,927 shares of common stock owned of record by the Jane Chen Trust, of which Ms. Chen is a co-trustee; 51,785 shares of common stock owned of record by the Chen Grandchildren's Trust, of which Ms. Chen is a co-trustee; 27,800 shares of common stock owned of record by the Alexander Chen Wu 2002 Irrevocable Trust, of which Ms. Chen is a co-trustee; an aggregate of 39,600 shares of common stock owned of record by Ms. Chen's two daughters and their husbands; and 11,200 shares of common stock owned of record by the Allison Chen Wu 2004 Irrevocable Trust, of which Ms. Chen is a co-trustee. See note 7.

(15) For purposes of calculating the number of shares of common stock into which the Series A convertible preferred stock held by this stockholder will be converted upon completion of the offering, we have assumed (1) the closing of this offering occurs on , 2007 and (2) an initial public offering price of $ per share. If the actual closing date of this offering and/or the actual initial public offering price differ from these assumptions, the number of shares of common stock into which the outstanding shares of Series A convertible preferred stock held by this stockholder will be converted upon completion of this offering will differ. See "Prospectus Summary—General Information About This Prospectus" beginning on page 6. Following the completion of this offering, this information will be adjusted based on the actual closing date and initial public offering price and other terms of this offering determined at pricing.

DESCRIPTION OF CAPITAL STOCK

Upon completion of this offering, we will be authorized to issue shares of common stock, $0.0001 par value per share, and 5,000,000 shares of preferred stock, $0.0001 par value per share, and there will be shares of common stock and no shares of preferred stock outstanding. As of December 31, 2006, we had 90,256,431 shares of common stock outstanding held of record by 166 stockholders, 8,000,000 shares of our Series A convertible preferred stock outstanding held of record by 42 stockholders, and there were outstanding options to purchase 12,172,375 shares of common stock.

Common Stock

Holders of common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders, and do not have cumulative voting rights. Subject to preferences that may be applicable to any outstanding shares of preferred stock, holders of common stock are entitled to receive ratably such dividends, if any, as may be declared from time to time by our board of directors out of funds legally available for dividend payments. All outstanding shares of common stock are fully paid and nonassessable, and the shares of common stock to be issued upon completion of this offering will be fully paid and nonassessable. The holders of common stock have no preferences or rights of conversion, exchange, pre-emption or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock. In the event of any liquidation, dissolution or winding-up of our affairs, holders of common stock will be entitled to share ratably in our assets that are remaining after payment or provision for payment of all of our debts and obligations and after liquidation payments to holders of outstanding shares of preferred stock, if any.

Preferred Stock

Preferred stock, if issued, would have priority over the common stock with respect to dividends and other distributions, including the distribution of assets upon liquidation. Our board of directors has the authority, without further stockholder authorization, to issue from time to time shares of preferred stock in one or more series and to fix the terms, limitations, relative rights and preferences, and variations of each series. Although we have no present plans to issue any shares of preferred stock, the issuance of shares of preferred stock, or the issuance of rights to purchase such shares, could decrease the amount of earnings and assets available for distribution to the holders of common stock, could adversely affect the rights and powers, including voting rights, of the common stock, and could have the effect of delaying, deterring, or preventing a change in control of us or an unsolicited acquisition proposal.

Registration Rights

The holders of shares of our common stock and 1,300,000 shares of our common stock issuable upon the exercise of options are entitled to certain registration rights with respect to these securities as set forth in an agreement between us and the holders of these securities. We are generally required to pay all expenses incurred in connection with registrations effected in connection with the following rights, excluding underwriting discounts and commissions, and fees and expenses of counsel to the registering security holders.

Demand rights. Beginning upon the expiration of the lock-up agreements entered into by the holders of these registrable securities in connection with this offering, as described below in the section entitled "Shares Eligible for Future Sale—Lock-Up Agreements," subject to specified limitations, the holders of not less than 60% of these registrable securities may require that we register all or a portion of these securities for sale under the Securities Act, if the anticipated aggregate offering price of such securities is at least $15,000,000. We may be required to effect up to two such registrations.

Stockholders with these registration rights who are not part of an initial registration demand are entitled to notice and are entitled to include their shares of common stock in the registration.

Piggyback rights. If at any time after the expiration of the lock-up agreements entered into by the holders of these registrable securities in connection with this offering, we propose to register any of our equity securities under the Securities Act, other than in connection with:

- a registration relating solely to our stock option plans or other employee benefit plans, or
- a registration relating solely to a business combination or merger involving us,

the holders of these registrable securities are entitled to notice of such registration and are entitled to include their shares of common stock in the registration. Under certain circumstances, the underwriters, if any, may limit the number of shares included in any such registration.

Form S-3 rights. If we become eligible to file registration statements on Form S-3, subject to specified limitations, a holder of these registrable securities can require us to register all or a portion of its registrable securities on Form S-3, if the anticipated aggregate offering price of such securities is at least $10,000,000. We may not be required to effect more than two such registrations in any rolling 12-month period. Stockholders with these registration rights who are not part of an initial registration demand are entitled to notice and are entitled to include their shares of common stock in the registration.

Anti-Takeover Provisions

The provisions of (1) Delaware law, (2) our restated certificate of incorporation to be effective upon completion of this offering, and (3) our restated bylaws to be effective upon completion of this offering discussed below could discourage or make it more difficult to accomplish a proxy contest or other change in our management or the acquisition of control by a holder of a substantial amount of our voting stock. It is possible that these provisions could make it more difficult to accomplish, or could deter, transactions that stockholders may otherwise consider to be in their best interests or the best interests of the company. These provisions are intended to enhance the likelihood of continuity and stability in the composition of our board of directors and in the policies formulated by the board of directors and to discourage certain types of transactions that may involve an actual or threatened change of control of us. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. Such provisions also may have the effect of preventing changes in our management.

Delaware statutory business combinations provision. We are subject to the anti-takeover provisions of Section 203 of the Delaware General Corporation Law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. For purposes of Section 203, a "business combination" is defined broadly to include a merger, asset sale or other transaction resulting in a financial benefit to the interested stockholder, and, subject to certain exceptions, an "interested stockholder" is a person who, together with his or her affiliates and associates, owns (or within three years prior, did own) 15% or more of the corporation's voting stock.

Classified board of directors; removal of directors for cause. Our restated certificate of incorporation and restated bylaws provide that upon completion of this offering, our board of directors will be divided into three classes, with the term of office of the first class to expire at the first annual meeting of stockholders following the initial classification of directors to be held in 2008, the term of office of the second class to expire at the second annual meeting of stockholders following the initial

classification of directors to be held in 2009, and the term of office of the third class to expire at the third annual meeting of stockholders following the initial classification of directors to be held in 2010. At each annual meeting of stockholders, directors elected to succeed those directors whose terms expire will be elected for a three-year term of office. All directors elected to our classified board of directors will serve until the election and qualification of their respective successors or their earlier resignation or removal. The board of directors is authorized to create new directorships and to fill such positions so created and is permitted to specify the class to which any such new position is assigned. The person filling such position would serve for the term applicable to that class. The board of directors (or its remaining members, even if less than a quorum) is also empowered to fill vacancies on the board of directors occurring for any reason for the remainder of the term of the class of directors in which the vacancy occurred. Members of the board of directors may only be removed for cause and only by the affirmative vote of 80% of our outstanding voting stock. These provisions are likely to increase the time required for stockholders to change the composition of the board of directors. For example, in general, at least two annual meetings will be necessary for stockholders to effect a change in a majority of the members of the board of directors.

Advance notice provisions for stockholder proposals and stockholder nominations of directors. Our restated bylaws provide that, for nominations to the board of directors or for other business to be properly brought by a stockholder before a meeting of stockholders, the stockholder must first have given timely notice of the proposal in writing to our Secretary. For an annual meeting, a stockholder's notice generally must be delivered not less than 45 days nor more than 75 days prior to the anniversary of the mailing date of the proxy statement for the previous year's annual meeting. Detailed requirements as to the form of the notice and information required in the notice are specified in the restated bylaws. If it is determined that business was not properly brought before a meeting in accordance with our restated bylaws, such business will not be conducted at the meeting.

Special meetings of stockholders. Special meetings of the stockholders may be called only by our board of directors pursuant to a resolution adopted by a majority of the total number of directors.

No stockholder action by written consent. Our restated certificate of incorporation and restated bylaws do not permit our stockholders to act by written consent. As a result, any action to be effected by our stockholders must be effected at a duly called annual or special meeting of the stockholders.

Super-majority stockholder vote required for certain actions. The Delaware General Corporation Law provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless the corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our restated certificate of incorporation requires the affirmative vote of the holders of at least 80% of our outstanding voting stock to amend or repeal any of the provisions discussed in this section of this prospectus entitled "Anti-Takeover Provisions." This 80% stockholder vote would be in addition to any separate class vote that might in the future be required pursuant to the terms of any preferred stock that might then be outstanding. In addition, an 80% vote is also required for any amendment to, or repeal of, our restated bylaws by the stockholders. Our restated bylaws may be amended or repealed by a vote of a majority of the total number of directors.

Transfer Agent and Registrar

The transfer agent and registrar for the common stock will be Computershare, with offices at 250 Royall Street, Canton, Massachusetts 02021.

Listing

We have applied to list our common stock on the Nasdaq Global Market under the symbol "SNTA."

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no market for our common stock. Future sales of substantial amounts of our common stock in the public market could adversely affect market prices prevailing from time to time. Furthermore, because only a limited number of shares will be available for sale shortly after this offering due to existing contractual and legal restrictions on resale as described below, there may be sales of substantial amounts of our common stock in the public market after the restrictions lapse. This may adversely affect the prevailing market price and our ability to raise equity capital in the future.

Upon completion of this offering, we will have shares of common stock outstanding, assuming no exercise of any outstanding options outstanding. Of these shares, the shares sold in this offering will be freely transferable without restriction or registration under the Securities Act, except for any shares purchased by one of our existing "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining shares of common stock are "restricted shares" as defined in Rule 144. Restricted shares may be sold in the public market only if registered or if they qualify for an exemption from registration under Rules 144 or 701 of the Securities Act, as described below. As a result of the contractual 180-day lock-up period described below and the provisions of Rules 144 and 701, these shares will be available for sale into the public market as follows:

Number of Shares	Date Available for Sale Into the Public Market
	On the date of this prospectus.
	After 180 days* from the date of this prospectus (subject, in some cases, to volume limitations).
	At various times after 180 days* from the date of this prospectus (subject, in some cases, to volume limitations).

* This 180-day period corresponds to the end of the lock-up period described below in "Lock-Up Agreements." This lock-up period may be extended as described below.

Rule 144

In general, under Rule 144 as currently in effect, beginning 90 days after this offering, a person, or persons whose shares are aggregated, who owns shares that were purchased from us, or any affiliate, at least one year previously, is entitled to sell within any three-month period a number of shares that does not exceed the greater of (1) 1% of our then-outstanding shares of common stock, which will equal approximately shares immediately after this offering, or (2) the average weekly trading volume of our common stock on the Nasdaq Global Market during the four calendar weeks preceding the filing of a notice of the sale on Form 144. Sales under Rule 144 are also subject to manner of sale provisions, notice requirements, and the availability of current public information about us. We are unable to estimate the number of shares that will be sold under Rule 144 since this will depend on the market price for our common stock, the personal circumstances of the stockholder and other factors.

Rule 144(k)

Under Rule 144(k), a person who is not deemed to have been one of our affiliates at any time during the three months preceding a sale, and who owns shares within the definition of "restricted

securities" under Rule 144 that were purchased from us, or any affiliate, at least two years previously, would be entitled to sell shares under Rule 144(k) without regard to the volume limitations, manner of sale provisions, public information requirements or notice requirements described above.

Rule 701

In general, under Rule 701, any of our employees, directors, officers, consultants or advisors who purchase shares from us in connection with a compensatory stock or option plan or other written agreement before the effective date of this offering are entitled to resell such shares 90 days after the effective date of this offering in reliance on Rule 144, without having to comply with the holding period requirements or other restrictions contained in Rule 701.

The SEC has indicated that Rule 701 will apply to typical stock options granted by an issuer before it becomes subject to the reporting requirements of the Securities Exchange Act, along with the shares acquired upon exercise of such options, including exercises after the date of this prospectus. Securities issued in reliance on Rule 701 are restricted securities and, subject to the contractual restrictions described above, beginning 90 days after the date of this prospectus, may be sold by persons other than "affiliates," as defined in Rule 144, subject only to the manner of sale provisions of Rule 144 and by "affiliates" under Rule 144 without compliance with its one-year minimum holding period requirement.

Registration Rights

Upon completion of this offering, the holders of shares of our common stock and shares of our common stock issuable upon the exercise of options or their transferees, will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming freely tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares held by affiliates.

Stock Options

As of December 31, 2006, there were options outstanding to purchase 12,172,375 shares of common stock, including options to purchase 300,000 shares of common stock granted outside of our stock plans, and 9,305,427 shares of common stock have been reserved for future awards under our 2006 Stock Plan, including 425,350 shares to be issuable upon the exercise of options to be granted on the date on which the registration statement, of which this prospectus forms a part, is declared effective.

Upon completion of this offering, we intend to file a registration statement on Form S-8 under the Securities Act covering all shares of common stock subject to outstanding options or issuable pursuant to our stock plans. Subject to Rule 144 volume limitations applicable to affiliates, shares registered under any registration statements will be available for sale in the open market, except to the extent that the shares are subject to vesting restrictions with us or the contractual restrictions described below.

Lock-Up Agreements

The holders of substantially all of our currently outstanding stock have agreed that, without the prior written consent of Bear, Stearns & Co. Inc. and Lehman Brothers Inc. on behalf of the underwriters and subject to the exceptions described in the section entitled "Underwriters" in this prospectus, they will not, during the period ending 180 days after the date of this prospectus, subject to a possible extension as described below:

- offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or

dispose of, directly or indirectly, any shares of our common stock or any securities convertible into or exercisable or exchangeable for shares of our common stock; or

- enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock,

whether any transaction described above is to be settled by delivery of shares of our common stock or such other securities, in cash or otherwise. Bear, Stearns & Co. Inc. and Lehman Brothers Inc. do not have any pre-established conditions to waiving the terms of the lock-up agreements. Any determination to release any shares subject to the lock-up agreements would be based on a number of factors at the time of determination, including but not necessarily limited to the market price of the common stock, the liquidity of the trading market for the common stock, general market conditions, the number of shares proposed to be sold and the timing, purpose and terms of the proposed sale.

The lock-up agreements also provide that, if we issue an earnings release or if material news or a material event relating to our company occurs during the last 17 days of the 180-day restricted period or if prior to the expiration of the 180-day restricted period we announce that we will release earnings results during the 16-day period beginning on the last day of the 180-day period, the restricted period will continue for the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

UNDERWRITING

Subject to the terms and conditions described in an underwriting agreement among us, Bear, Stearns & Co. Inc., and Lehman Brothers Inc. as representatives and joint book-running managers, we have agreed to sell to the underwriters, and the underwriters severally have severally agreed to purchase from us, the number of shares of common stock listed opposite their names below.

Underwriter	Number of Shares
Bear, Stearns & Co. Inc.	
Lehman Brothers Inc.	
Lazard Capital Markets LLC	
Montgomery & Co., LLC	
Total	

The underwriters have agreed to purchase all of the shares sold under the underwriting agreement if any of the shares are purchased, other than shares covered by the over-allotment option described below. The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, including the validity of the shares, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

We have granted the underwriters an option exercisable for 30 days from the date of the underwriting agreement to purchase a total of up to additional shares at the public offering price less the underwriting discount. The underwriters may exercise this option solely to cover any over-allotments, if any, made in connection with this offering. To the extent the underwriters exercise this option in whole or in part, each will be obligated, subject to conditions contained in the underwriting agreement, to purchase a number of additional shares approximately proportionate to that underwriter's initial commitment amount reflected in the above table.

The underwriters have advised us that they propose initially to offer the shares to the public at the public offering price on the cover page of this prospectus and to dealers at that price less a concession not in excess of $ per share. The underwriters may allow, and the dealers may reallow, a discount not in excess of $ per share to other dealers. After the public offering, the public offering price, concession and discount may be changed. In connection with this offering, the underwriters may allocate shares to accounts over which they exercise discretionary authority. The underwriters do not expect that allocations to these discretionary accounts will exceed 5% of the total number of shares in this offering. The following table shows the public offering price, underwriting discount and proceeds before expenses to us. The information assumes either no exercise or full exercise by the underwriters of their over-allotment option.

		Total	
	Per Share	Without Option	With Option
Public offering price			
Underwriting discount			
Proceeds, before expenses, to Synta			

At our request, the underwriters have reserved for sale, at the public offering price, up to shares offered by this prospectus for sale to some of our directors, officers, employees and other persons designated by us. If these persons purchase reserved shares, this will reduce the number of shares available for sale to the general public. Any reserved shares that are not orally confirmed for

purchase within one day of the pricing of this offering will be offered by the underwriters to the general public on the same terms as the other shares offered by this prospectus.

The expenses of this offering that are payable by us, excluding the underwriting discount and commissions and related fees, are estimated at approximately $ million.

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, or to contribute to payments the underwriters may be required to make in respect of those liabilities.

We, each of our officers and directors and certain of our stockholders have agreed, with certain limited exceptions, not to sell or transfer any of our securities for 180 days after the date of this prospectus without first obtaining the written consent of Bear, Stearns & Co. Inc. and Lehman Brothers Inc. Specifically, pursuant to these lock-up agreements we and these other individuals have agreed not to directly or indirectly:

- offer, sell or contract to offer or sell any common stock, any other equity security of Synta or any of our subsidiaries, and any security convertible into, or exercisable or exchangeable for, any common stock or other such equity security;
- solicit offers to purchase any such securities;
- grant any call option with respect to any such securities;
- purchase any put option with respect to any such securities;
- pledge, borrow or otherwise dispose of any such securities;
- establish or increase any "put equivalent position" with respect to any such securities;
- liquidate or decrease any "call equivalent position" with respect to any such securities; or
- enter into any swap, derivative or other transaction or arrangement that transfers to another, in whole or in part, any economic consequences of ownership of any of such securities, whether such transaction is to be settled by delivery of such securities, other securities, cash or other consideration.

Notwithstanding the foregoing, if (1) during the last 17 days of the applicable lock-up restriction period we issue an earnings release or material news or a material event relating to us occurs, or (2) prior to the expiration of the applicable lock-up restriction period, we announce that we will release earnings results during the 16 day period beginning on the last day of the applicable lock-up period, the above restrictions shall continue to apply until the expiration of the 18 day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

The lockup provisions do not prevent a security holder from transferring such securities by bona fide gift or by will or intestate succession to his or her immediate family or to a trust, the sole beneficiary of which is one or more of the security holder and his or her immediate family. Bear, Stearns & Co. Inc. and Lehman Brothers Inc. may waive this lockup without public notice. This lockup provision does not limit our ability to grant options to purchase common stock under our stock option plans.

We have applied to have our common stock approved for listing on the Nasdaq Global Market under the symbol "SNTA."

A prospectus in electronic format may be made available on the Internet sites or through other online services maintained by one or more of the underwriters of this offering, or by their affiliates. Other than any prospectus made available in electronic format in this manner, the information on any web site containing the prospectus is not part of this prospectus or the registration statement of which

this prospectus forms a part, has not been approved or endorsed by us or any underwriter in such capacity and should not be relied on by prospective investors.

In connection with the offering, some participants in the offering may purchase and sell shares of common stock in the open market. These transactions may include short sales, syndicate covering transactions and stabilizing transactions. Short sales involve sales by the underwriters of common stock in excess of the number of shares required to be purchased by the underwriters in the offering, which creates a syndicate short position. "Covered" short sales are sales of shares made in an amount up to the number of shares represented by the underwriters' over-allotment option. Transactions to close out the covered syndicate short involve either purchases of the common stock in the open market after the distribution has been completed or the exercise of the over-allotment option. In determining the source of shares to close out the covered syndicate short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option. The underwriters may also make "naked" short sales, or sales in excess of the over-allotment option. The underwriters must close out any naked short position by purchasing shares of common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of bids for or purchases of shares in the open market while the offering is in progress.

The underwriters also may impose a penalty bid. Penalty bids permit the underwriters to reclaim a selling concession from an underwriter or syndicate member when the underwriters repurchase shares originally sold by that underwriter or syndicate member in order to cover syndicate short positions or make stabilizing purchases.

Any of these activities may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock. As a result, the price of the common stock may be higher than the price that might otherwise exist in the open market. The underwriters may conduct these transactions on the Nasdaq Global Market or otherwise. If the underwriters commence any of these transactions, they may discontinue them at any time.

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiations between us and the representatives. Among the factors to be considered in determining the initial public offering price were our future prospects and those of our industry in general, our financial operating information in recent periods, and market prices of securities and financial and operating information of companies engaged in activities similar to ours.

The underwriters may in the future perform investment banking and advisory services for us from time to time for which they may in the future receive customary fees and expenses. Lazard Freres & Co. LLC referred this transaction to Lazard Capital Markets LLC and will receive a fee from Lazard Capital Markets LLC in connection therewith.

LEGAL MATTERS

The validity of the issuance of the common stock offered by us in this offering will be passed upon for us by Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts. Ropes & Gray LLP, Boston, Massachusetts, has acted as counsel for the underwriters in connection with certain legal matters related to this offering.

EXPERTS

The consolidated financial statements of Synta Pharmaceuticals Corp. as of December 31, 2004 and 2005, and for each of the years in the three-year period ended December 31, 2005 and for the period from inception (March 10, 2000) through December 31, 2005 have been included herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act, with respect to the common stock offered by this prospectus. This prospectus, which is part of the registration statement, omits certain information, exhibits, schedules, and undertakings set forth in the registration statement. For further information pertaining to us and our common stock, reference is made to the registration statement and the exhibits and schedules to the registration statement. Statements contained in this prospectus as to the contents or provisions of any documents referred to in this prospectus are not necessarily complete, and in each instance where a copy of the document has been filed as an exhibit to the registration statement, reference is made to the exhibit for a more complete description of the matters involved.

You may read and copy all or any portion of the registration statement without charge at the public reference room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. Copies of the registration statement may be obtained from the SEC at prescribed rates from the public reference room of the SEC at such address. You may obtain information regarding the operation of the public reference room by calling 1-800-SEC-0330. In addition, registration statements and certain other filings made with the SEC electronically are publicly available through the SEC's web site at http: //www.sec.gov. The registration statement, including all exhibits and amendments to the registration statement, has been filed electronically with the SEC.

Upon completion of this offering, we will become subject to the information and periodic reporting requirements of the Securities Exchange Act and, accordingly, will file annual reports containing financial statements audited by an independent public accounting firm, quarterly reports containing unaudited financial data, current reports, proxy statements and other information with the SEC. You will be able to inspect and copy such periodic reports, proxy statements, and other information at the SEC's public reference room, and the web site of the SEC referred to above.

INDEX TO FINANCIAL STATEMENTS

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Nine months ended September 30, 2005 and 2006 and the period from inception (March 10, 2000) through September 30, 2006 (unaudited)

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Years ended December 31, 2003, 2004, and 2005 and the period from inception (March 10, 2000) through December 31, 2005

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Balance Sheets

(in thousands, except share and per share amounts)

(Unaudited)

	December 31, 2005	September 30, 2006	Pro forma September 30, 2006
Assets			
Current assets:			
Cash and cash equivalents	$ 23,809	$ 41,802	
Restricted cash	457	457	
Marketable securities available-for-sale	38,248	16,928	
Prepaid expenses and other current assets	436	816	
Total current assets	62,950	60,003	
Property and equipment, net	8,127	6,209	
Other assets	133	132	
Total assets	$ 71,210	$ 66,344	
Liabilities and Stockholders' Equity			
Current liabilities:			
Accounts payable	$ 3,361	$ 1,777	
Accrued expenses	8,741	7,052	
Capital lease obligations	1,915	2,269	
Deferred revenue	457	457	
Total current liabilities	14,474	11,555	
Capital lease obligations—long term	4,259	3,423	
Total liabilities	18,733	14,978	
Convertible preferred stock, at redemption value:			
Series A convertible preferred stock, $0.0001 par value per share. Authorized: no shares at December 31, 2005, 8,000,000 shares at September 30, 2006 (actual) and shares at September 30, 2006 (pro forma). Issued and outstanding: no shares at December 31, 2005, 8,000,000 shares at September 30, 2006 (actual) and shares at September 30, 2006 (pro forma)	—	41,013	
Commitments and contingencies (note 8)			
Stockholders' equity:			
Common stock, par value $0.0001 per share. Authorized 150,000,000 shares at December 31, 2005, 158,000,000 shares at September 30, 2006 (actual) and shares at September 30, 2006 (pro forma); 90,697,855 shares issued and outstanding at December 31, 2005, 90,207,858 shares issued and outstanding at September 30, 2006 (actual) and shares issued and outstanding at September 30, 2006 (pro forma)	9	9	
Additional paid-in capital	239,022	234,401	
Deferred compensation	(7,225)	—	
Accumulated other comprehensive income (loss)	(41)	14	
Deficit accumulated during the development stage	(179,288)	(224,071)	
Total stockholders' equity	52,477	10,353	

Total liabilities and stockholders' equity	$ 71,210	$ 66,344	$

See accompanying notes to unaudited consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Statements of Operations

(in thousands, except share and per share amounts)

(Unaudited)

	Nine months ended September 30		Period from inception (March 10, 2000) through September 30, 2006
	2005	2006	
Research grant revenue	$ —	$ —	$ 1,477
Operating expenses:			
Research and development	45,859	39,975	169,918
In-process research and development	—	—	19,671
General and administrative	9,330	6,171	31,865
Other compensation expense(1)	—	—	9,315
Total operating expenses	55,189	46,146	230,769
Loss from operations	(55,189)	(46,146)	(229,292)
Other income:			
Investment income, net	1,818	1,363	5,221
Net loss	(53,371)	(44,783)	(224,071)
Convertible preferred stock dividends	—	1,052	1,052
Net loss attributable to common stockholders	$ (53,371)	$ (45,835)	$ (225,123)
Basic and diluted weighted average common shares outstanding	89,008,133	89,054,467	
Basic and diluted net loss attributable to common stockholders per share	$ (0.60)	$ (0.51)	
Unaudited:			
Pro forma net loss per common share—basic and diluted			
Shares used in computing pro forma net loss per common share—basic and diluted			

(1) Excluded from general and administrative expense.

See accompanying notes to unaudited consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)
Consolidated Statement of Stockholders' Equity and Comprehensive Loss
(in thousands, except share amounts)
(Unaudited)

	Common stock		Additional paid-in capital	Deferred compensation	Accumulated other comprehensive income (loss)	Deficit accumulated during the development stage	Total stockholders' equity	Comprehensive loss
	Shares	Amount						
Balance at December 31, 2005	90,697,855	$ 9	$ 239,022	$ (7,225)	$ (41)	$ (179,288)	$ 52,477	
Eliminate deferred stock compensation	—	—	(7,225)	7,225	—	—	—	
Convertible preferred stock dividends	—	—	(1,052)	—	—	—	(1,052)	
Forfeitures restricted common shares	(510,000)	—	—	—	—	—	—	
Issuance of common shares for services	19,503	—	69	—	—	—	69	
Exercise of stock options	500	—	2	—	—	—	2	
Compensation expense related to stock options for services	—	—	3,585	—	—	—	3,585	
Unrealized gains on marketable securities	—	—	—	—	55	—	55	55
Net loss	—	—	—	—	—	(44,783)	(44,783)	(44,783)
Balance at September 30, 2006	90,207,858	$ 9	$ 234,401	$ —	$ 14	$ (224,071)	$ 10,353	$ (44,728)
Pro forma balance at September 30, 2006								

See accompanying notes to unaudited consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Statements of Cash Flows

(in thousands)

(Unaudited)

	Nine months ended September 30		Period from inception (March 10, 2000) through September 30, 2006
	2005	2006	
Cash flows from operating activities:			
Net loss	$ (53,371)	$ (44,783)	$ (224,071)
Adjustments to reconcile net loss to net cash used in operating activities:			
In-process research and development	—	—	19,671
Common stock issued for licenses	—	—	1,242
Expense deferred offering costs	1,085	—	1,085
Other stock-related compensation expense	2,703	3,585	20,232
Depreciation and amortization	1,653	2,828	8,130
Changes in operating assets and liabilities, net of acquisitions:			
Restricted cash	—	—	(457)
Prepaid expenses and other current assets	(537)	(380)	(556)
Other assets	(15)	1	(64)
Accounts payable	719	(1,584)	1,197
Accrued expenses	897	(1,636)	5,145
Deferred revenue	—	—	457
Net cash used in operating activities	(46,866)	(41,969)	(167,989)
Cash flows from investing activities:			
Cash paid for acquisitions, net of cash acquired	—	—	(5,586)
Advances issued to related parties	—	—	(1,630)
Purchases of marketable securities	(148,783)	(93,249)	(450,241)
Sales and maturities of marketable securities	188,219	114,624	433,327
Repayment of advances from related parties	—	—	1,630
Purchases of property and equipment	(4,544)	(894)	(8,388)
Net cash provided by (used in) investing activities	34,892	20,481	(30,888)
Cash flows from financing activities:			
Proceeds from issuances of common stock and exercise of common stock warrants, net	134	—	195,890
Proceeds from issuance of convertible preferred stock, net	—	39,961	39,961
Proceeds from exercise of stock options	—	2	778
Proceeds from sale-leaseback of property and equipment	4,118	1,046	7,108
Payment of capital lease obligation	(658)	(1,528)	(2,871)
Payment of deferred offering costs	—	—	(187)
Net cash provided by financing activities	3,594	39,481	240,679
Net increase (decrease) in cash and cash equivalents	(8,380)	17,993	41,802
Cash and cash equivalents at beginning of period	42,736	23,809	—
Cash and cash equivalents at end of period	$ 34,356	$ 41,802	$ 41,802
Supplemental disclosure of noncash investing and financing activities:			
Purchase of equipment under capital lease	$ 4,922	$ 1,046	$ 8,473

Convertible preferred stock dividends	—	$ 1,052	$ 1,052
Cash paid for interest	$ 158	$ 437	$ 730

See accompanying notes to unaudited consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Notes to Unaudited Consolidated Financial Statements

(1) Nature of Business

Synta Pharmaceuticals Corp. (the Company) was incorporated in March 2000 and commenced operations in July 2001. The Company is a biopharmaceutical company focusing on discovering, developing and commercializing small molecule drugs that address severe medical conditions, including cancer and chronic inflammatory diseases.

The Company is subject to risks common to emerging companies in the drug development and pharmaceutical industry including, but not limited to, uncertainty of product development and commercialization, lack of marketing and sales history, dependence on key personnel, uncertainty of market acceptance of products, product liability, uncertain protection of proprietary technology, potential inability to raise additional financing and compliance with FDA and other government regulations.

(2) Summary of Significant Accounting Policies

Basis of Presentation

Since its inception, the Company has devoted its efforts to research, product development, and securing financing and has not earned significant revenue from its planned principal operations. Accordingly, the consolidated financial statements are presented in accordance with Statement of Financial Accounting Standards (SFAS) No. 7, *Accounting and Reporting by Development-Stage Enterprises.*

The accompanying interim balance sheet as of September 30, 2006, the consolidated statements of operations and cash flows for the nine months ended September 30, 2005 and 2006 and the period from inception (March 10, 2000) through September 30, 2006, and the consolidated statement of stockholders' equity and comprehensive loss for the nine months ended September 30, 2006 are unaudited. The unaudited interim consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. These statements, however, are condensed and do not include all disclosures required by accounting principles generally accepted in the United States of America for complete financial statements and should be read in conjunction with the Company's consolidated financial statements for the year ended December 31, 2005.

In the opinion of the Company's management, the unaudited interim consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments, consisting solely of normal recurring adjustments and accruals necessary for the fair presentation of the Company's financial position at September 30, 2006 and its results of operations and cash flows for the nine months ended September 30, 2005 and 2006 and the period from inception (March 10, 2000) through September 30, 2006. The results for the nine months ended September 30, 2006 are not necessarily indicative of results to be expected for the year ending December 31, 2006 or subsequent interim periods.

On January 1, 2006, the Company adopted SFAS No. 123(R), *Share-Based Payment*.

Except as otherwise disclosed, the accounting policies underlying these interim financial statements are set forth in the consolidated financial statements for the year ended December 31, 2005.

Unaudited Pro Forma Presentation

The unaudited pro forma balance sheet and the unaudited pro forma statement of stockholders' equity and comprehensive loss as of September 30, 2006 reflect the assumed conversion of all outstanding shares of Series A convertible preferred stock and related dividends as of September 30, 2006 into shares of common stock.

Principles of Consolidation

The consolidated financial statements include the financial statements of Synta Pharmaceuticals Corp. and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant items subject to such estimates and assumptions include long-term contract accruals, recoverability of long-lived and deferred tax assets, valuation of acquired in-process research and development, measurement of stock-based compensation, and the fair value of the Company's common stock. The Company bases its estimates on historical experience and various other assumptions that management believes to be reasonable under the circumstances. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

Stock-Based Compensation

(i) Stock-Based Compensation under APB No. 25

Prior to January 1, 2006, the Company applied the intrinsic-value-based method of accounting prescribed by Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees,* and related interpretations including Financial Accounting Standards Board (FASB) Interpretation No. 44, *Accounting for Certain Transactions involving Stock Compensation, an Interpretation of APB Opinion No. 25,* in accounting for its employee stock options. Under this method, compensation expense is generally recorded on the date of grant only if the estimated fair value of the underlying stock exceeds the exercise price. Given the absence of an active market for the Company's common stock, the board of directors historically has determined the estimated fair value of common stock on the dates of grant based on several factors, including progress against regulatory, clinical and product development milestones, sales of common stock to outside investors and the likelihood of achieving a liquidity event such as an initial public offering or sale of the Company. As a result, the Company recorded deferred compensation charges for the difference between the estimated fair value of the common stock and the exercise price of options granted at the date of grant. Compensation expense is recognized over the vesting period on a straight-line basis.

The Company accounts for stock options issued to nonemployees in accordance with the provisions of SFAS No. 123, *Accounting for Stock-Based Compensation,* and Emerging Issues Task Force (EITF) No. 96-18, *Accounting for Equity Instruments that are Issued to Other than Employees, or in Conjunction with Selling Goods or Services,* which requires valuing the stock options using a Black-Scholes option pricing model and remeasuring such stock options to the current fair value until the performance date has been reached.

SFAS No. 123 and SFAS No. 148, *Accounting for Stock-Based Compensation—Transition and Disclosure, an amendment of FASB Statement No. 123,* established accounting and disclosure requirements using a fair-value-based method of accounting for stock-based employee compensation plans. As permitted by existing accounting standards, the Company elected to continue to apply the intrinsic-value-based method of accounting described above, for options granted through December 31, 2005. The following table illustrates the effect on net loss attributable to common stockholders as if the fair-value-based method had been applied to all outstanding and unvested awards for the nine-month period ended September 30, 2005 and the period from inception (March 10, 2000) through September 30, 2005, prior to the adoption of SFAS No. 123(R), *Share-Based Payment* on January 1, 2006 (in thousands, except per share amounts).

	Nine months ended September 30, 2005	Period from inception (March 10, 2000) through September 30, 2005
Net loss attributable to common stockholders, as reported	$(53,371)	$(163,796)
Add: stock-based employee compensation expense determined under the fair value method	(3,017)	(7,093)
Deduct: stock-based employee compensation expense included in reported net loss	1,589	3,309
Pro forma net loss attributable to common stockholders	$(54,799)	$(167,580)
Basic and diluted net loss attributable to common stockholders per common share, as reported	$(0.60)	
Basic and diluted net loss attributable to common stockholders per common share, pro forma	(0.62)	

For the nine months ended September 30, 2005 and 2006, the fair value of each employee stock option award was estimated on the date of grant based on the fair value method using the Black-Scholes option pricing valuation model with the following weighted average assumptions:

	Nine months ended September 30,		Period from inception (March 10, 2000) through September 30,
	2005	2006	2006
Risk-free interest rate	3.83%	4.63%	3.61%
Expected life in years	5.00	6.25	5.22
Volatility	70%	75%	25%
Expected dividend yield	—	—	—
Weighted average grant-date fair value	$ 3.30	$ 2.45	$ 1.32

Prior to January 17, 2005, the Company utilized the minimum value method and therefore did not consider volatility in estimating the fair value of its stock options.

(ii) Stock Based Compensation under SFAS No. 123(R):

Effective January 1, 2006, the Company adopted SFAS No. 123(R) using the modified prospective method of transition for employee stock option awards granted after January 17, 2005 (valued using the fair value method), and using the prospective method for awards granted prior to January 17, 2005 (valued using the minimum value method). Therefore, compensation cost recognized in the nine-month period ended September 30, 2006 includes: (a) compensation costs related to the vesting of employee stock options granted after January 17, 2005 but prior to January 1, 2006, based on the grant date fair value method estimated in accordance with the provisions of SFAS 123 adjusted for estimated forfeitures (b) compensation costs related to the continued vesting of nonvested restricted stock awards granted prior to January 1, 2006, and (c) compensation costs for all share-based payments granted or modified subsequent to January 1, 2006, based on the provisions of SFAS No. 123(R).

Prior to the adoption of SFAS No. 123(R), the Company presented its unamortized portion of deferred compensation cost for nonvested stock options in the consolidated statement of stockholders' equity (deficit) and comprehensive loss with a corresponding credit to additional paid-in capital. Upon the adoption of SFAS No. 123(R), these amounts were offset against each other. Under SFAS No. 123(R), an equity instrument is not considered to be issued until the instrument vests. As a result, compensation costs are recognized over the requisite service period with an offsetting credit to additional paid-in capital, and the deferred compensation balance of $7,225,000 at January 1, 2006 was netted against additional paid-in capital during the first quarter of 2006.

The Company continued to use the Black-Scholes option pricing model as the most appropriate valuation method for its option grants. The Black-Scholes model requires inputs for risk-free interest rate, dividend yield, volatility and expected lives of the options. Since the Company has a limited history of stock activity, expected volatility is based on historical data from several public companies similar in size and value to the Company. The Company will continue to use a weighted average approach using historical volatility and other similar public entity volatility information until historical volatility of the Company is relevant to measure expected volatility for future option grants. The

Company estimates the forfeiture rate based on historical data. Based on an analysis of historical forfeitures, the Company has applied forfeiture rate of 10% to all options vesting in the nine months ended September 30, 2006. The analysis will be re-evaluated at least annually and the forfeiture rate will be adjusted as necessary. The risk-free rate for periods within the contractual life of the option is based on the U.S. Treasury yield curve in effect at the time of the grant. The expected lives for options granted represents the period of time that options granted are expected to be outstanding. Since January 1, 2006 the Company has used the simplified method for determining the expected lives of options.

For awards with graded vesting, the Company allocates compensation costs under SFAS No. 123(R) on a straight-line basis over the requisite service period. The Company amortized the fair value of each option over each option's service period, which is generally the vesting period.

As a result of adopting SFAS No. 123(R) on January 1, 2006, the Company's net loss for the nine months ended September 30, 2006 was approximately $2,435,000 higher than if it had continued to account for share-based compensation under APB Opinion No. 25.

The Company's net loss for the nine months ended September 30, 2006 includes $3,585,000 of compensation costs and no income tax benefit related to the Company's stock-based compensation arrangements for employee and nonemployee awards. As of September 30, 2006, the total amount of unrecognized stock-based compensation expense is $13,986,000 and will be recognized over a weighted average period of 3.0 years.

The following table outlines the details of recognized and unrecognized expense for these stock-based compensation arrangements (in thousands):

	Stock compensation expense for the nine months ended September 30, 2006	Unrecognized stock compensation expense as of September 30, 2006
Employee stock options	$ 2,067	$ 9,786
Repriced employee stock options	368	377
Employee option issued below fair value	58	22
Non-employee stock options	214	301
Restricted stock	878	3,500
	$ 3,585	$ 13,986

Stock-based compensation expense is allocated as follows (in thousands):

	Nine months ended September 30,	
	2005	2006
Research and development	$ 2,046	$ 2,578
General and administrative	657	1,007
Total	$ 2,703	$ 3,585

Certain of the employee stock options granted by the Company are structured to qualify as incentive stock options (ISOs). Under current tax regulations, the Company does not receive a tax deduction for the issuance, exercise or disposition of ISOs if the employee meets certain holding requirements. If the employee does not meet the holding requirements, a disqualifying disposition occurs, at which time the Company will receive a tax deduction. The Company does not record tax benefits related to ISOs unless and until a qualifying disposition occurs. In the event of a disqualifying disposition, the entire tax benefit is recorded as a reduction of income tax expense. The Company has not recognized any income tax benefit for the share-based compensation arrangement due to the fact that the Company does not believe it is more likely than not it will recognize any deferred tax assets from such compensation cost recognized in the current period.

Basic and Diluted Net Loss Per Common Share

Net loss per share is computed based on the guidance of SFAS No. 128, *Earnings Per Share* (SFAS 128), requiring companies to report both basic net loss per common share, which is computed using the weighted average number of common shares outstanding during the period, and diluted net loss per common share, which is computed using the weighted average number of common shares outstanding and the weighted average dilutive potential common shares outstanding using the treasury stock method. However, for all periods presented, diluted net loss per share is the same as basic net loss per share as the inclusion of weighted average shares of common stock issuable upon the exercise of stock options and warrants and conversion of convertible preferred stock would be anti-dilutive.

The following table summarizes securities outstanding at each of the periods presented which were not included in the calculation of diluted net loss per share since their inclusion would be anti-dilutive.

	September 30	
	2005	2006
Common stock options	11,810,948	12,473,813
Nonvested restricted stock	1,317,728	1,140,000
Convertible preferred stock	—	8,210,411

The convertible preferred stock and accrued dividends have been reflected as being converted into common stock using a $5.00 per share conversion factor. The convertible preferred stock has several different conversion rights that are discussed in note 5 to the unaudited consolidated financial statements.

The unaudited pro forma basic and diluted net loss per share calculations assume the conversion of the Series A convertible preferred stock and the payment of related dividends through the issuance of shares of common stock on the original date of issuance and at the then current rate of conversion.

	Nine months ended September 30, 2006
	(in thousands, except for share and per share amounts)
Historical	
Numerator	
Net loss attributable to common stockholders	$ (45,835)
Denominator	
Weighted average common shares outstanding	89,054,467
Net loss attributable to common stockholders—basic and diluted	$ (0.51)
Unaudited pro forma	
Numerator	
Net loss attributable to common stockholders used above	$ (45,835)
Pro forma adjustment to eliminate dividends on convertible preferred stock	1,052
Pro forma net loss attributable to common stockholders	$ (44,783)
Denominator	
Shares used above	89,054,467
Pro forma adjustment to reflect weighted average effect of assumed conversion of convertible preferred stock and accrued dividends into common stock	
Shares used to compute pro forma basic and diluted net loss per common share	
Pro forma net loss per common share—basic and diluted	$

Recent Accounting Pronouncements

In May 2005, the FASB issued SFAS No. 154, *Accounting Changes and Error Correction* (SFAS No. 154). SFAS No. 154 is a replacement of APB Opinion No. 20, *Accounting Changes* (APB Opinion No. 20), and SFAS No. 3, *Reporting Accounting Changes in Interim Financial Statements*. This statement applies to all voluntary changes in accounting principle, and changes the accounting for, and reporting of, a change in accounting principle. SFAS No. 154 requires retrospective application to prior periods' financial statements of a voluntary change in accounting principle unless it is impracticable to do so. APB Opinion No. 20 previously required that most voluntary changes in accounting principle be recognized by including in net income of the period of the change the cumulative effect of changing to

the new accounting principle. SFAS No. 154 carries forward many provisions of APB Opinion No. 20 without change, including the provisions related to the reporting of a change in accounting, a change in the reporting entity, and the correction of an error. SFAS No. 154 does not change the transition provisions of any existing account pronouncements, including those that are in a transition phase as of the effective date of the statement. The Company adopted the provisions of SFAS No. 154 on January 1, 2006, and the adoption of the new standard did not have a material impact on the Company's consolidated financial position or consolidated statement of operations.

In June 2005, the FASB issued FSP 150-5. The FSP clarifies that freestanding warrants and similar instruments on shares that are redeemable should be accounted for as liabilities under SFAS No. 150, regardless of the timing of the redemption feature or price, even though the underlying shares may be classified as permanent or temporary equity. The FSP was effective for the first reporting period beginning after June 30, 2005. The Company adopted FSP 150-5 in 2006 and the impact was not material to the Company's consolidated financial position or consolidated statement of operations.

In July 2006, the FASB issued FASB Interpretation No. 48, *Accounting for Uncertainty in Income Taxes—an interpretation of FAS 109*. This interpretation clarifies the accounting for uncertainty in income taxes recognized in a company's financial statements in accordance with FASB Statement No. 109, *Accounting for Income Taxes.* This interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in a tax return. It also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. Interpretation No. 48 is effective for fiscal years beginning after December 15, 2006. Earlier application is encouraged if the company has not yet issued financial statements, including interim financial statements, in the period Interpretation No. 48 is adopted. The Company is currently evaluating the impact the adoption of this interpretation will have on its consolidated results of operations and financial position.

(3) Cash and Cash Equivalents and Marketable Securities

A summary of cash and cash equivalents and available-for-sale marketable securities held by the Company as of December 31, 2005 and September 30, 2006 is as follows:

	December 31, 2005			
	Cost	Unrealized gains	Unrealized losses	Fair value
	(in thousands)			
Cash and cash equivalents:				
Cash and money market funds	$ 23,809	$ —	$ —	$ 23,809
Marketable securities:				
Corporate bonds:				
Due within 1 year	38,289	—	(41)	38,248
Total cash and cash equivalents and marketable securities	$ 62,098	$ —	$ (41)	$ 62,057

	September 30, 2006			
	Cost	Unrealized gains	Unrealized losses	Fair value
	(in thousands)			
Cash and cash equivalents:				
Cash and money market funds	$ 41,802	$ —	$ —	$ 41,802
Marketable securities:				
Corporate bonds:				
Due within 1 year	16,914	14	—	16,928
Total cash and cash equivalents and marketable securities	$ 58,716	$ 14	$ —	$ 58,730

(4) Property and Equipment

Property and equipment consist of the following:

	December 31, 2005	September 30, 2006
	(in thousands)	
Laboratory equipment	$ 7,272	$ 8,075
Leasehold improvements	3,824	3,854
Computers and software	954	1,006
Furniture and fixtures	677	677
	12,727	13,612
Less accumulated depreciation and amortization	(4,600)	(7,403)
	$ 8,127	$ 6,209

Depreciation and amortization expenses of property and equipment were approximately $1,653,000, $2,828,000 and $8,130,000 for the nine months ended September 30, 2005 and 2006 and the period from inception (March 10, 2000) through September 30, 2006, respectively.

(5) Stockholders' Equity

Convertible Preferred Stock

In June 2006, the Company sold 8,000,000 shares of its Series A Convertible Preferred Stock (the "Preferred Stock") at a price of $5.00 per share resulting in gross proceeds of $40 million. The Preferred Stock accrues a cumulative annual dividend of 8% of its purchase price.

Liquidation Preference

In the event of a liquidating event or deemed liquidating event as defined below, amounts available for distributions to holders of the Company's capital stock will be paid first to holders of the Preferred Stock, on a pro rata basis, equal to the Preferred Stock purchase price plus all accrued or declared but unpaid dividends (the "accrued dividends") and second ratably to holders of common stock.

A merger, acquisition, consolidation or sale of all or substantially all assets or other reorganizations or any transaction or series of transactions resulting in a transfer of more than 50% stock ownership of the Company constitutes a deemed liquidating event. The Preferred Stock is classified outside of permanent equity because the transfer of stock ownership is outside of the Company's control and, accordingly, is treated as redeemable.

Voting rights

The Preferred Stock generally votes together with common stock with the right to that number of votes equal to the number of shares of common stock then issuable upon conversion of the Preferred Stock.

Conversion

Voluntary conversion

The number of shares of common stock into which each share of Preferred Stock may be converted at the holder's option is determined by dividing the Preferred Stock purchase price plus all accrued dividends by the Preferred Stock purchase price of $5.00 per share.

Automatic conversion upon an initial public offering

Each share of Preferred Stock will be automatically converted into shares of common stock upon the consummation of a firm committment underwritten public offering of the Company's common stock (an "IPO"). The number of shares of common stock into which each share of Preferred Stock will be converted will be determined by dividing the Preferred Stock purchase price plus all accrued dividends by the lesser of $5.00 or 66.6667% of the offering price to the public of the IPO.

Automatic conversion upon vote

Each share of the Preferred Stock will be automatically converted into shares of common stock upon the affirmative vote of the holders of at least a majority of the Preferred Stock voting as a separate class. The number of shares of common stock into which each share of Preferred Stock will be converted will be determined by dividing the Preferred Stock purchase price plus all accrued dividends by the Preferred Stock purchase price of $5.00 per share.

Optional conversion following qualified financing

In the event that, prior to the closing of an IPO, the Company completes a Qualified Financing as defined below, each share of the Preferred Stock will be convertible at any time within the two month period following such Qualified Financing, at the option of the holder, into shares of the same type and class of capital stock of the Company issued in such Qualified Financing (the "Investor Stock"). The number of shares of Investor Stock into which each share of Preferred Stock will be converted will be determined by dividing the Preferred Stock purchase price plus all accrued dividends by the price per share paid by the purchasers of such shares of Investor Stock. A "Qualified Financing" means a transaction, or series of related transactions, entered into by the Company for the primary purpose of raising capital in which the Company issues shares of Investor Stock and receives gross proceeds of at

least $5.0 million; provided that a Qualified Financing does not include an IPO nor any sale of equity by the Company entered into by the Company primarily for purposes other than capital raising, as reasonably determined by the Board of Directors. This right of optional conversion shall apply only to the first Qualified Financing occurring after the closing of the sale of the Preferred Stock, and not to any other successive transaction, or series of related transactions, entered into by the Company for the primary purpose of raising capital and may be waived or eliminated by the affirmative vote of the holders of at least a majority of the Preferred Stock voting as a separate class.

Proportional adjustments

The Preferred Stock, including its conversion price, is subject to proportional adjustments for stock dividends, stock splits, combinations or other similar recapitalization affecting to shares of common stock.

Common Stock

In April 2006, the Company issued the chief executive officer 19,503 shares of its common stock at $3.50 per share in connection with a partial payment of his annual bonus.

(6) Stock Option Plans

In March 2006, the Company terminated the Synta Pharmaceuticals Corp. 2001 Stock Plan (the 2001 Stock Option Plan) and adopted the Synta Pharmaceuticals Corp. 2006 Stock Plan (the 2006 Stock Option Plan). The 2006 Stock Option Plan provides for the grant of incentive stock options, nonstatutory stock options and nonvested stock to employees, officers, directors and consultants to the Company. A total of 9,625,000 shares of common stock have been reserved for issuance under the 2006 Stock Option Plan. The administration of the 2006 Stock Option Plan is under the general supervision of the board of directors. The exercise price of the stock options is determined by the board of directors, provided that incentive stock options are granted at not less than fair market value of the common stock on the date of grant and expire no later than ten years from the date the option is granted. Options generally vest over four years. The Company issues stock from its unissued stock pool to satisfy stock option exercises.

In February 2006, the Company's board of directors authorized the amendment of 3,732,300 stock options outstanding as of March 1, 2006 for active employees, board of directors and consultants under the 2001 Stock Option Plan having an exercise price of $4.00 and above to provide for such options to have an amended exercise price equal to the then fair value of $3.50 per share. The amendment affected 159 option holders, of which 150 were employees. The amendment was accounted for in the same manner as the cancellation of existing options and the grant of new options. The Company recognized compensation expense, in the amount of approximately $269,000, to reflect the incremental compensation for vested options in connection with the re-pricing and $99,000 of additional compensation in the nine months ended September 30, 2006 to reflect the amortization of the incremental compensation for the unvested options. As of September 30, 2006, the total amount of unrecognized additional stock-based compensation expense in connection with the amended shares is $377,000 and will be recognized over a weighted average period of 3.2 years.

Non-Vested ("Restricted") Stock Awards With Service Conditions

The Company's share-based compensation plan provides for awards of restricted shares of common stock to officers, other employees and non-employee directors. Restricted stock awards are subject to forfeiture if employment terminates during the prescribed retention period. The remaining unrecognized compensation expense on restricted stock at September 30, 2006 was $3,500,000. The period over which the balance is expected to be recognized is up to thirty nine months. Vesting may accelerate upon the Food and Drug Administration approval of the Company's first New Drug Application.

General Option Information

A summary of stock option activity is as follows:

		Options Outstanding	
	Options available for Grant	Shares	Weighted average exercise price of shares under plan
Outstanding at January 1	1,536,966	11,790,734	$ 3.48
Granted	(2,934,851)	2,934,851	3.50
Exercised	—	(500)	4.00
Cancelled(1)	1,195,985	(2,251,272)	4.08
Additional shares reserved(2)	9,625,000	—	—
Outstanding at September 30	9,423,100	12,473,813	$ 2.98

(1) In March 2006, the Company terminated the 2001 Stock Option Plan and cancelled the then 373,890 shares reserved for future issuance.

Options cancelled subsequent to the March 2006 termination of the 2001 Stock Option Plan do not return to the pool of options available for future issuance.

Includes the effect of stock option cancellations for the period prior to termination of the 2001 Stock Plan of 1,110,375 shares.

Includes the effect of non-vested restricted stock cancellations for the period prior to termination of the 2001 Stock Plan of 450,000 shares.

Includes the effect of stock option cancellations under the 2006 Stock Plan of 9,500 shares.

(2) In March 2006, the Company adopted the 2006 Stock Option Plan and authorized 9,625,000 shares for future issuance.

Included in the Company's stock options outstanding at September 30, 2006 are 1,591,724 options issued to non-employee consultants with a weighted average exercise price of $2.12 of which 1,477,391 are vested. The compensation expense is recorded over the respective vesting periods and is subject to variable accounting treatment prior to vesting, whereby the Company remeasures the fair value of the options at the end of each reporting period. Compensation expense related to these options was approximately $1,049,000, and $214,000 for the nine months ended September 30, 2005 and 2006, respectively.

The following table summarizes information about currently outstanding and exercisable stock options at September 30, 2006:

	Options Outstanding				Options Exercisable			
Exercise price	Number outstanding	Weighted average remaining contractual life (years)	Weighted average exercise price per share	Aggregate intrinsic value	Number exercisable	Weighted average remaining contractual life	Weighted average exercise price per share	Aggregate intrinsic value
$0.50	659,050	5.16	$ 0.50	$ 1,977,150	659,050	5.16	$ 0.50	$ 1,977,150
2.71	5,768,424	6.35	2.71	4,557,055	5,528,861	6.34	2.71	4,367,800
3.50	6,046,339	8.70	3.50	—	1,737,817	7.99	3.50	—
	12,473,813	7.43	$ 2.98	$ 6,534,205	7,925,728	6.60	$ 2.70	$ 6,344,950

The following table summarizes the stock-based payment awards to employees during 2006:

Recipient	Month Granted	Shares	Per Share Exercise/ Price	Per Share Fair Value	Per Share Intrinsic Value
Employees	January 2006	4,600	$ 3.50	$ 3.50	$ —
Employees	February 2006	2,710,351	3.50	3.50	—
Employees	March 2006	18,000	3.50	3.50	—
Employees	May 2006	69,600	3.50	3.50	—
Employees	June 2006	24,300	3.50	3.50	—
Employees	July 2006	38,500	3.50	3.50	—
Employees	August 2006	43,000	3.50	3.50	—
Employees	September 2006	26,500	3.50	3.50	—
Total		2,934,851			

General Restricted Shares Information

The Company's restricted stock activity is as follows:

	2006	
	Shares	Weighted average grant date fair value
Outstanding at January 1	1,686,363	$ 5.08
Granted	—	—
Exercised	—	—
Cancelled	(510,000)	4.52
Outstanding at September 30	1,176,363	$ 5.33

In April 2006, stock options to purchase 500 shares of the Company's common stock were exercised, resulting in proceeds of $2,000.

(7) Accrued Expenses

Accrued expenses consist of the following:

	December 31, 2005	September 30, 2006
	(in thousands)	
Contracted research costs	$ 5,541	$ 4,000
Compensation and benefits	887	958
Professional fees	1,537	1,589
Other	776	505
	$ 8,741	$ 7,052

(8) Commitments and Contingencies

Leases

In August 2006, the Company renewed a lease for one of its research and office facillities for one year.

In August 2006, the Company renewed a lease for one of its research and office facilities for a five-year term and a five-year renewal option.

Minimum payment commitments exclusive of operating costs and taxes, under the Company's operating leases, including the lease extensions are as approximately as follows (in thousands):

Years ended December 31,	
2007	$ 1,852
2008	843
2009	610
2010	523
2011	479
Total	$ 4,307

(9) Related-Party Transactions

Consulting Agreements

The Company paid its scientific founder, who is also a member of its Board of Directors, consulting fees and installment payments related to an Agreement and Release of approximately $300,000 in each of the nine months ended September 30, 2005 and 2006.

The Company paid a scientific advisory board member who is also a member of its Board of Directors, consulting fees of approximately $38,000 in the nine months ended September 30, 2006.

(10) Retirement Plan

In April 2006, the Company began matching participants' contributions under its 401(k) retirement plan up to 50% of the first 6% of the employee's salary. The match is subject to a three-year equally graded vesting schedule and any forfeitures will be applied to reduce the Company's contributions. Company contributions for the nine months ended September 30, 2006 were approximately $163,000, subject to forfeitures.

Report of Independent Registered Public Accounting Firm

The Board of Directors
Synta Pharmaceuticals Corp.:

We have audited the accompanying consolidated balance sheets of Synta Pharmaceuticals Corp. (the Company), a development-stage company, as of December 31, 2004 and 2005, and the related consolidated statements of operations, stockholders' equity (deficit) and comprehensive loss, and cash flows for each of the years in the three-year period ended December 31, 2005 and the period from inception (March 10, 2000) through December 31, 2005. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards as established by the Auditing Standards Board (United States) and in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Synta Pharmaceuticals Corp. as of December 31, 2004 and 2005, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2005, and the period from inception (March 10, 2000) through December 31, 2005, in conformity with U.S. generally accepted accounting principles.

/s/ KPMG LLP

Boston, Massachusetts
January 27, 2006

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Balance Sheets

(in thousands, except share and per share amounts)

	December 31	
	2004	2005
Assets		
Current assets:		
Cash and cash equivalents	$ 42,736	$ 23,809
Restricted cash	457	457
Marketable securities available-for-sale	82,232	38,248
Prepaid expenses and other current assets	597	436
Total current assets	126,022	62,950
Property and equipment, net	4,797	8,127
Deferred offering costs	1,085	—
Other assets	115	133
Total assets	$ 132,019	$ 71,210
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 2,885	$ 3,361
Accrued expenses	8,996	8,741
Capital lease obligations—current	537	1,915
Deferred revenue	457	457
Total current liabilities	12,875	14,474
Capital lease obligations—long-term	1,188	4,259
Total liabilities	14,063	18,733
Commitments and contingencies (note 10)		
Stockholders' equity		
Common stock, par value $0.0001 per share. Authorized 150,000,000 shares; 90,202,937 shares issued and outstanding at December 31, 2004 and 90,697,855 shares issued and outstanding at December 31, 2005	9	9
Additional paid-in capital	238,923	239,022
Deferred compensation	(10,435)	(7,225)
Accumulated other comprehensive loss	(116)	(41)
Deficit accumulated during the development stage	(110,425)	(179,288)
Total stockholders' equity	117,956	52,477
Total liabilities and stockholders' equity	$ 132,019	$ 71,210

See accompanying notes to consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Statements of Operations

(in thousands, except share and per share amounts)

	Years ended December 31			Period from inception (March 10, 2000) through December 31, 2005
	2003	2004	2005	
Research grant revenue	$ 1,304	$ 173	$ —	$ 1,477
Operating expenses:				
Research and development	24,337	38,136	59,901	129,943
In-process research and development	—	1,583	—	19,671
General and administrative	5,261	7,383	11,279	25,694
Other compensation expense(1)	—	—	—	9,315
Total operating expenses	29,598	47,102	71,180	184,623
Loss from operations	(28,294)	(46,929)	(71,180)	(183,146)
Other income:				
Investment income, net	416	995	2,317	3,858
Net loss	$ (27,878)	$ (45,934)	$ (68,863)	$ (179,288)
Basic and diluted weighted average common shares outstanding	60,096,198	74,815,599	89,013,693	
Basic and diluted net loss per common share	$ (0.46)	$ (0.61)	$ (0.77)	

(1) Excluded from general and administrative expense.

See accompanying notes to consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)
Consolidated Statements of Stockholders' Equity (Deficit) and Comprehensive Loss
(in thousands, except share amounts)

	Common stock								
	Shares	Amount	Additional paid-in capital	Deferred compensation	Stock subscription receivable	Accumulated other comprehensive income (loss)	Deficit accumulated during the development stage	Total stockholders' equity (deficit)	Comprehensive loss
Balance at inception	—	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$
Net loss	—	—	—	—	—	—	(78)	(78)	(78)
Balance at December 31, 2000	—	—	—	—	—	—	(78)	(78)	$ (78)
Issuance of common shares to founders	20,400,000	2		—	—	—	—	2	
Issuance of common shares	6,800,000	1	3,399	—	(225)	—	—	3,175	
Issuance and remeasurement of stock options for services	—	—	120	(120)	—	—	—	—	
Compensation expense related to stock options for services	—	—	—	26	—	—	—	26	
Net loss	—	—	—	—	—	—	(381)	(381)	(381)
Balance at December 31, 2001	27,200,440	3	3,519	(94)	(225)	—	(459)	2,744	$ (381)
Issuance of common shares	14,252,230	1	38,634	—	—	—	—	38,635	
Issuance of common stock and warrants for Principia	4,939,500	1	15,859	—	—	—	—	15,860	
Proceeds from stock subscription	—	—	—	—	225	—	—	225	
Issuance of common stock for licenses	384,447	—	1,042	—	—	—	—	1,042	
Issuance of common stock for Diagon	3,145,854	—	8,525	—	—	—	—	8,525	
Issuance and remeasurement of stock options for services	—	—	851	(851)	—	—	—	—	
Compensation expense related to stock options for services	—	—	—	274	—	—	—	274	
Net loss	—	—	—	—	—	—	(36,154)	(36,154)	(36,154)
Balance at December 31, 2002	49,922,031	5	68,430	(671)	—	—	(36,613)	31,151	$ (36,154)
Issuance of common shares, net	20,467,275	2	70,478	—	—	—	—	70,480	
Amount due from stock subscription	—	—	500	—	(500)	—	—	—	
Issuance of common stock for licenses	73,779	—	200	—	—	—	—	200	
Exercise of stock warrants	575,476	—	288	—	—	—	—	288	
Exercise of stock options	156,250	—	423	—	—	—	—	423	
Modification of employee stock options	—	—	1,289	—	—	—	—	1,289	
Issuance and remeasurement of stock options for services	—	—	2,541	(2,541)	—	—	—	—	
Compensation expense related to stock options for services	—	—	—	905	—	—	—	905	
Unrealized gain on marketable securities	—	—	—	—	—	33	—	33	33
Net loss	—	—	—	—	—	—	(27,878)	(27,878)	(27,878)
Balance at December 31, 2003	71,194,811	7	144,149	(2,307)	(500)	33	(64,491)	76,891	$ (27,845)

See accompanying notes to consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)
Consolidated Statements of Stockholders' Equity (Deficit) and Comprehensive Loss (Continued)
(in thousands, except share amounts)

	Common stock								
	Shares	Amount	Additional paid-in capital	Deferred compensation	Stock subscription receivable	Accumulated other comprehensive income (loss)	Deficit accumulated during the development stage	Total stockholders' equity (deficit)	Comprehensive loss
Issuance of common shares under stock subscription	750,000	$ —	$ 2,493	$ —	$ 500	$ —	$ —	$ 2,993	$
Issuance of common shares, net	16,000,000	2	79,898	—	—	—	—	79,900	
Issuance of common stock in connection with acquisition	553,344	—	2,213	—	—	—	—	2,213	
Issuance of restricted common shares	1,460,000	—	8,030	(8,030)	—	—	—	—	
Issuance stock options at less than fair value	—	—	471	(471)	—	—	—	—	
Exercise of stock options	129,687	—	352	—	—	—	—	352	
Exercise of stock warrants	115,095	—	58	—	—	—	—	58	
Issuance and remeasurement of stock options for services	—	—	1,259	(1,259)	—	—	—	—	
Compensation expense related to stock options for services	—	—	—	1,331	—	—	—	1,331	
Compensation expense related to issuance of stock options and restricted stock below fair value	—	—	—	301	—	—	—	301	
Unrealized loss on marketable securities	—	—	—	—	—	(149)	—	(149)	(149)
Net loss	—	—	—	—	—	—	(45,934)	(45,934)	(45,934)
Balance at December 31, 2004	90,202,937	9	238,923	(10,435)	—	(116)	(110,425)	117,956	(46,083)
Issuance of restricted common shares	386,363	—	1,425	(1,425)	—	—	—	—	
Forfeitures of restricted common shares	(160,000)	—	(881)	743	—	—	—	(138)	
Exercise of stock warrants	268,555	—	134	—	—	—	—	134	
Issuance of stock options for services	—	—	201	(201)	—	—	—	—	
Forfeitures of stock options for services	—	—	(329)	329	—	—	—	—	
Remeasurement of stock options for services	—	—	(451)	451	—	—	—	—	
Compensation cost related to stock options for services	—	—	—	1,142	—	—	—	1,142	
Compensation expense related to issuance of stock options and restricted stock below fair value	—	—	—	2,171	—	—	—	2,171	
Unrealized gains on marketable securities	—	—	—	—	—	75	—	75	75
Net loss	—	—	—	—	—	—	(68,863)	(68,863)	(68,863)
Balance at December 31, 2005	90,697,855	$ 9	$ 239,022	$ (7,225)	$ —	$ (41)	$ (179,288)	$ 52,477	$ (68,788)

See accompanying notes to consolidated financial statements.

SYNTA PHARMACEUTICALS CORP.
(A Development-Stage Company)

Consolidated Statements of Cash Flows

(in thousands)

	Years ended December 31			Period from inception (March 10, 2000) through December 31, 2005
	2003	2004	2005	
Cash flows from operating activities:				
Net loss	$ (27,878)	$ (45,934)	(68,863)	$ (179,288)
Adjustments to reconcile net loss to net cash used in operating activities:				
In-process research and development	—	1,583	—	19,671
Common stock issued for licenses	200	—	—	1,242
Expense deferred offering costs	—	—	1,085	1,085
Stock-related compensation expense	2,194	1,632	3,175	16,616
Depreciation and amortization	1,006	1,547	2,455	5,302
Changes in operating assets and liabilities, net of acquisitions:				
Restricted cash	(345)	(112)	—	(457)
Prepaid expenses and other current assets	(344)	(108)	161	(176)
Other assets	13	(33)	(17)	(65)
Accounts payable	202	2,041	476	2,781
Accrued expenses	995	5,477	(354)	6,812
Deferred revenue	345	112	—	457
Net cash used in operating activities	(23,612)	(33,795)	(61,882)	(126,020)
Cash flows from investing activities:				
Cash paid for acquisitions, net of cash acquired	—	—	—	(5,586)
Advances issued to related parties	—	—	—	(1,630)
Purchases of marketable securities	(47,916)	(124,711)	(184,365)	(356,992)
Sales and maturities of marketable securities	7,785	82,494	228,424	318,703
Repayment of advances from related parties	500	—	—	1,630
Purchases of property and equipment	(769)	(1,594)	(4,883)	(7,494)
Net cash provided by (used in) investing activities	(40,400)	(43,811)	39,176	(51,369)
Cash flows from financing activities:				
Proceeds from issuance of common stock and exercise of common stock warrants, net	70,768	82,951	134	195,890
Proceeds from exercise of stock options	424	352	—	776
Proceeds from sale—leaseback of property and equipment	—	1,317	4,745	6,062
Payment of capital lease obligation	(70)	(153)	(1,100)	(1,343)
Payment of deferred offering costs	—	(187)	—	(187)
Net cash provided by financing activities	71,122	84,280	3,779	201,198
Net increase in cash and cash equivalents	7,110	6,674	(18,927)	23,809
Cash and cash equivalents at beginning of period	28,952	36,062	42,736	—
Cash and cash equivalents at end of period	$ 36,062	$ 42,736	23,809	$ 23,809
Supplemental disclosure of cash flow information:				
Acquisition of equipment under capital lease	—	$ 1,878	5,549	$ 7,427
Cash paid for interest	—	$ 19	274	$ 293

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

(1) Nature of Business

Synta Pharmaceuticals Corp. (the Company) was incorporated in March 2000 and commenced operations in July 2001. The Company is a biopharmaceutical company focusing on discovering, developing and commercializing small molecule drugs that address severe medical conditions, including cancer and chronic inflammatory diseases.

The Company is subject to risks common to emerging companies in the drug development and pharmaceutical industry including, but not limited to, uncertainty of product development and commercialization, lack of marketing and sales history, dependence on key personnel, uncertainty of market acceptance of products, product liability, uncertain protection of proprietary technology, potential inability to raise additional financing and compliance with FDA and other government regulations.

The Company has incurred significant operating losses since its inception and, as a result, at December 31, 2005 has a deficit accumulated during the development stage of $179.3 million. Operations have been funded principally through the sale of common stock and capital leases. At December 31, 2005, the Company has approximately $62.1 million in cash and marketable securities and believes it is sufficient to fund its operations over at least the next twelve months. Over the long-term the Company will need to raise additional capital to further its drug development efforts and its clinical trials. The Company is currently seeking corporate partners to enter into collaboration arrangements as part of its overall strategy to develop and commercialize its products. However, no assurances can be made that future capital will be available on terms acceptable to the Company to support its long-term liquidity needs.

(2) Summary of Significant Accounting Policies

Basis of Presentation

Since its inception, the Company has devoted its efforts to research, product development, and securing financing. Although the Company's planned principal operations have commenced, it has not earned significant revenue. Accordingly, the consolidated financial statements are presented in accordance with Statement of Financial Accounting Standards (SFAS) No. 7, *Accounting and Reporting by Development-Stage Enterprises.*

Principles of Consolidation

The consolidated financial statements include the financial statements of Synta Pharmaceuticals Corp. and its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant items subject to such estimates and assumptions include long-term contract accruals, recoverability of long-lived and deferred tax assets, valuation of acquired in-process

research and development, measurement of stock-based compensation, and the fair value of the Company's common stock. The Company bases its estimates on historical experience and various other assumptions that management believes to be reasonable under the circumstances. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash equivalents include money market funds and marketable securities. The Company considers all highly liquid investments with original maturities of three months or less at the date of purchase to be cash equivalents. Changes in cash and cash equivalents may be affected by shifts in investment portfolio maturities, as well as actual cash disbursements.

Marketable Securities

The Company considers its marketable securities available-for-sale in accordance with SFAS No. 115, *Accounting for Certain Investments in Debt and Equity Securities*. Marketable securities consist of investments in high-grade corporate, government and government agency obligations that are classified as available-for-sale. Since these securities are available to fund current operations they are classified as current assets on the consolidated balance sheets. Marketable securities are stated at fair value, including accrued interest, with their unrealized gains and losses included as a component of accumulated other comprehensive income (loss), which is a separate component of stockholders' equity, until such gains and losses are realized. The fair value of these securities is based on quoted market prices. If a decline in value is considered other-than-temporary, based on available evidence, the unrealized loss is transferred from other comprehensive income (loss) to the consolidated statement of operations. Realized gains and losses are determined on the specific identification method.

During the years ended December 31, 2004 and 2005, the Company recorded no realized gains and losses on marketable securities. There were no charges to write down marketable securities in 2004 and 2005.

Credit Risk and Concentrations

Financial instruments that potentially subject the Company to a concentration of credit risk consist of money market funds and marketable securities. Deposits with banks may exceed the amount of insurance provided on such deposits. Generally, these deposits may be redeemed upon demand and, therefore, bear minimal risk. Marketable securities consist of investments in high-grade corporate, government and government agency obligations. The Company's policy for investments in marketable securities, approved by the board of directors, establishes guidelines relating to diversification and maturities that allows the Company to manage risk.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments, which include cash equivalents, marketable securities, and capital lease obligations, approximate their fair values.

Property and Equipment

Property and equipment is carried at cost and depreciated using the straight-line method over the estimated useful lives of the related assets, which range from three to five years. Leasehold improvements are amortized over the lesser of the lease term or estimated useful life.

Research and Development Costs

Research and development costs are expensed as incurred in accordance with SFAS No. 2, *Accounting for Research and Development Costs.* Research and development costs are comprised of costs incurred in performing research and development activities, including salaries, benefits, facilities, research-related overhead, clinical trial costs, contracted services, technology acquisition license fees, and other external costs.

Patents

Costs to secure and defend patents are expensed as incurred and are classified as general and administrative expense in the Company's consolidated statements of operations. Patent expenses were approximately $628,000, $1,605,000, $1,598,000 and $3,989,000 for the years ended December 31, 2003, 2004, 2005, and for the period from inception (March 10, 2000) through December 31, 2005, respectively.

Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, *Accounting for Income Taxes*. Deferred tax assets and liabilities are determined based on differences between financial reporting and income tax basis of assets and liabilities, as well as net operating loss carryforwards, and are measured using the enacted tax rates and laws that are expected to be in effect when the differences reverse. Deferred tax assets may be reduced by a valuation allowance to reflect the uncertainty associated with their ultimate realization.

Impairment of Long-Lived Assets

The Company accounts for the impairment and disposition of long-lived assets in accordance with SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets* (SFAS 144). In accordance with SFAS 144, management assesses the potential impairments of its long-lived assets whenever events or changes in circumstances indicate that an asset's carrying value may not be recoverable. If the carrying value exceeds the undiscounted future cash flows estimated to result from the use and eventual disposition of the asset, the Company writes down the asset to its estimated fair value. Management believes that no long-lived assets were impaired as of December 31, 2004 and 2005.

Revenue Recognition

Revenues to date have been generated by research grant contracts and, accordingly, the Company recognizes revenue in accordance with the Securities and Exchange Commission's (SEC) Staff Accounting Bulletin No. 101, *Revenue Recognition in Financial Statements* (SAB 101), as amended by Staff Accounting Bulletin No. 104, *Revenue Recognition* (SAB 104). Revenues from research contracts

are recognized in the period the related services are performed and the reimbursable costs are incurred. The Company is a development-stage enterprise, and no revenues have been derived to date from its principal operations.

Stock-Based Compensation

The Company accounts for stock-based employee compensation arrangements using the intrinsic value method in accordance with Accounting Principles Board (APB) Opinion No. 25, *Accounting for Stock Issued to Employees*, and complies with the disclosure provisions of SFAS No. 123, *Accounting for Stock-Based Compensation* (SFAS 123), as amended by SFAS No. 148*, Accounting for Stock-Based Compensation—Transition and Disclosure—An Amendment of SFAS No. 123* (SFAS 148). Under APB No. 25, compensation cost is recognized based on the difference, if any, on the date of grant between the fair value of the Company's common stock and the exercise price of stock options granted or the purchase price of restricted stock. Under SFAS No. 123, compensation cost is measured at the grant date based on the fair value of the award and is recognized on a pro rata basis over the service period, which is usually the vesting period.

The Company provides the disclosure requirements of SFAS 148. If compensation expense for the Company's stock-based compensation plan had been determined based on the fair value at the grant dates as calculated in accordance with SFAS No. 123, the Company's net loss would approximate the pro forma amounts below:

	Years ended December 31			Period from inception (March 10, 2000) through December 31, 2005
	2003	2004	2005	
	(in thousands, except per share amounts)			
Net loss, as reported	$ (27,878)	$ (45,934)	$ (68,863)	$ (179,288)
Add: stock-based employee compensation expense determined under the fair value method	(2,567)	(1,099)	(4,172)	(8,248)
Deduct: stock-based employee compensation expense included in reported net loss	1,419	301	2,034	3,754
Pro forma net loss	$ (29,026)	$ (46,732)	$ (71,001)	$ (183,782)
Basic and diluted net loss per common share, as reported	$ (0.46)	$ (0.61)	$ (0.77)	—
Basic and diluted net loss per common share, pro forma	(0.48)	(0.62)	(0.80)	—

Historically, the Company estimated the fair value of its granted stock options and restricted stock awards using the Black-Scholes model by applying a present value approach which does not consider expected volatility of the underlying stock (minimum value method). For awards granted beginning in

January 2005, the Company applied the fair value method which considers volatility. The Company used the following weighted average assumptions:

	Years ended December 31			Period from inception (March 10, 2000) through December 31, 2005
	2003	2004	2005	
Risk-free interest rate	2.51%	3.78%	3.91%	3.44%
Expected life	5 years	5 years	5 years	5 years
Volatility	—	—	70%	15%
Expected dividend yield	—	—	—	—

The weighted average fair value per share of options and restricted stock granted to employees during 2003, 2004 and 2005 was $0.33, $2.52 and $3.35, respectively.

Equity instruments issued to nonemployees are accounted for in accordance with the provisions of SFAS No. 123 and Emerging Issues Task Force (EITF) Issue No. 96-18, *Accounting for Equity Instruments that are Issued to Other than Employees for Acquiring, or in Conjunction with Selling Goods or Services*.

Comprehensive Income (Loss)

SFAS No. 130, *Reporting Comprehensive Income*, requires that all components of comprehensive income (loss) be disclosed in the consolidated financial statements. Comprehensive income (loss) is defined as the change in equity of a business enterprise during a period from transactions, and other events and circumstances from non-owner sources. Changes in unrealized gains and losses on marketable securities represents the only difference between the Company's net loss and comprehensive loss.

Segment Reporting

The Company has adopted SFAS No. 131, *Disclosure About Segments of an Enterprise and Related Information,* which requires companies to report selected information about operating segments, as well as enterprise-wide disclosures about products, services, geographical area, and major customers. Operating segments are determined based on the way management organizes its business for making operating decisions and assessing performance. The Company has only one operating segment, the discovery, development and commercialization of drug products.

Basic and Diluted Net Loss Per Common Share

Net loss per share is computed based on the guidance of SFAS No. 128, *Earnings Per Share*, requiring companies to report both basic net loss per common share, which is computed using the weighted average number of common shares outstanding during the period, and diluted net loss per common share, which is computed using the weighted average number of common shares outstanding and the weighted average dilutive potential common shares outstanding using the treasury stock method. However, for all periods presented, diluted net loss per share is the same as basic net loss per

share as the inclusion of weighted average shares of unvested restricted common stock and common stock issuable upon the exercise of stock options and warrants would be anti-dilutive. In addition, the weighted average number of shares of unvested restricted common stock is excluded from basic weighted average common shares outstanding.

The following table summarizes securities outstanding as of each year-end which were not included in the calculation of diluted net loss per share as their inclusion would be anti-dilutive.

	December 31		
	2003	2004	2005
Common stock options	7,695,474	10,088,099	11,840,035
Common stock warrants	383,650	268,555	—
Unvested restricted common stock	—	1,460,000	1,686,363

Recent Accounting Pronouncements

In December 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123R, *Share-Based Payment: an amendment of FASB Statements No. 123 and 95* (SFAS 123R), which requires companies to measure and recognize compensation expense for all stock-based payments at fair value. SFAS 123R is effective for annual periods beginning after June 15, 2005 and, thus, will be effective for us beginning with the first quarter of 2006. We are currently evaluating the impact of SFAS 123R on our financial position and results of operations. See note 2 for information related to the pro forma effects on our reported net loss and net loss per share of applying the fair value recognition provisions of the previous SFAS No. 123 to stock-based employee compensation.

(3) Acquisitions

Principia Associates, Inc.

In September 2002, the Company acquired all of the outstanding capital stock of Principia Associates, Inc. (Principia) and its wholly-owned subsidiary, SBR Pharmaceuticals Corp. (formerly Shionogi BioResearch Corp.) (SBR) in exchange for an aggregate of 4,939,500 shares of common stock of the Company together with warrants to purchase an aggregate of 959,126 shares of common stock of the Company, forgiveness of a $1.0 million short-term promissory notes receivable and cash of approximately $268,000. Total value of consideration paid was approximately $16.9 million. Principia was formed and held by three stockholders of the Company. On July 31, 2002, Principia and members of the Company's board of directors, together with their respective affiliates, acquired a majority of the common stock of SBR. The Company's scientific founder, a member of the board of directors and major shareholder of the Company, previously owned approximately 20% of SBR.

The common stock of the Company was valued at $2.71 per share, its fair value as determined by the Company's board of directors, for an aggregate value of approximately $13.4 million. The common stock purchase warrants, which expire in 2005, have an exercise price of $0.50 per share. The warrants were valued at approximately $2.2 million using the Black-Scholes valuation pricing model, with the following assumptions: risk-free interest rate of 2.3%, volatility of 75%, and a life of three years.

The following table summarizes the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

Current assets, including cash of $922	$ 995
In-process research and development	13,888
Property and equipment	3,527
Other assets	67
Total assets acquired	18,477
Liabilities assumed	1,617
Net assets acquired	$ 16,860

For accounting purposes, the transaction was treated as an acquisition of assets and not a business combination because Principia did not meet the definition of a business under EITF 98-3, *Determination Whether a Nonmonetary Transaction Involves Receipt of Productive Assets or of a Business*. The purchase price was allocated to assets acquired and liabilities assumed based on management's analysis and estimates of fair values. Management's estimates of fair value are based on assumptions believed to be reasonable, but which are inherently uncertain and unpredictable. The acquired in-process research and development (IPR&D) was valued at $11.7 million. The remaining excess purchase price over the identified tangible and intangible assets and liabilities assumed was approximately $2.2 million. The excess amount was allocated to the acquired intangible assets, resulting in approximately $13.9 million being assigned to IPR&D assets that were written off at the date of acquisition in accordance with FASB Interpretation No. 4, *Applicability of FASB Statement No. 2 to Business Combinations Accounted for by the Purchase Method*.

The value assigned to IPR&D related to research projects for which technological feasibility had not yet been established and no future alternative uses existed. The fair value was determined using the income approach, which discounts expected future cash flows from projects under development to their net present value using a risk-adjusted rate. Each project was analyzed to determine the utilization of core technology; the complexity, cost and time to complete development; any alternative future use or current technological feasibility; and the stage of completion. Future cash flows were estimated, taking into account the expected life cycles of the product and the underlying technology, relevant market sizes and industry trends. The estimated net cash flows from these products were based on management's estimates of related revenues, cost of goods sold, R&D costs, selling, general and administrative costs, and income taxes. Discount rates ranging from 30% to 40% were utilized based on the nature of the technology of the products, the stage of completion of the projects, the complexity of the development effort and the risks associated with reaching technological feasibility of the projects.

SBR had three products under development at the acquisition date, contributing 63%, 27%, and 10% of the total IPR&D value. The products under development are intended to result in therapeutic products in the areas of oncology and autoimmune disease. Commercialization of any product is not anticipated for several years.

Diagon Genetics, Inc.

In December 2002, the Company acquired all of the outstanding capital stock of Diagon Genetics, Inc. (Diagon). The purchase price of approximately $13.5 million consisted of 3,145,854 shares of common stock at a per share value of $2.71 and $5.0 million in cash. Diagon was previously owned by the Company's Chief Executive Officer and scientific founder, both of whom are board members and significant shareholders of the Company.

For accounting purposes, the transaction did not constitute a business combination because Diagon did not meet the definition of a business under EITF No. 98-3, *Determining Whether a Nonmonetary Transaction Involves Receipt of Productive Assets or of a Business*. At the time, Diagon's activities consisted of owning the rights to the development of certain intellectual property that might be used to develop therapeutic drug products. Commercialization of any product is not anticipated for several years. The Company allocated the purchase price to the fair value of the acquired assets and liabilities. As a result, the Company recorded in-process research and development of $4.2 million, which was written off at the date of acquisition. As noted above, Diagon was previously owned by the Company's Chief Executive Officer and its scientific founder, both members of the Company's board of directors, therefore the remaining excess purchase price of $9.3 million was charged to operations as other compensation expense in the accompanying consolidated statement of operations.

The value assigned to IPR&D related to research projects for which technological feasibility had not yet been established and no future alternative uses existed. The fair value was determined using the income approach, which discounts expected future cash flows from projects under development to their net present value using a risk-adjusted rate. Each project was analyzed to determine the utilization of core technology; the complexity, cost and time to complete development; any alternative future use or current technological feasibility; and the stage of completion. Future cash flows were estimated, taking into account the expected life cycles of the product and the underlying technology, relevant market sizes and industry trends. The estimated net cash flows from these products were based on management's estimates of related revenues, cost of goods sold, R&D costs, selling, general and administrative costs, and income taxes. A discount rate of 30% was utilized based on the nature of the technology of the products, the stage of completion of the projects, the complexity of the development effort and the risks associated with reaching technological feasibility of the projects.

The Company had three products under development at the acquisition date, contributing 66%, 29%, and 5% of the total IPR&D value. The products under development are intended to result in therapeutic products in the areas of oncology, autoimmune disease, and allergy. Commercialization of any product is not anticipated for several years.

Cancer Genomics, Inc., Kava Pharmaceuticals, Inc. and SinglePixel Biomedical, Inc.

In January 2004, the Company acquired certain assets of Cancer Genomics, Inc., Kava Pharmaceuticals, Inc. (Kava) and SinglePixel Biomedical, Inc. (collectively, CKS) in a single transaction. Direct and indirect shareholders in these companies included the Company's scientific founder, who is also a board member, as well as three current or former Company executives. The purchase price of approximately $2.2 million consisted of 553,344 shares of the Company's common stock. In addition, the Company is required to make cash payments of up to $2.0 million if certain milestones are

achieved. If commercialization is achieved, the Company will be required to pay royalties on the gross sales of any payment of service covered by the acquired technology. Under the terms of the Asset Purchase Agreement, if within 30 months following the sale, the Company has not initiated clinical trials for a Kava product, then the shareholders of Kava have the option to repurchase the intellectual property from the Company for $750,000 for a period of three months after the 30 month period ends. The intellectual property acquired from Kava is unrelated to our current clinical programs or our programs in development.

The following table summarizes the estimated fair value of the assets acquired and liabilities assumed at the date of acquisition (in thousands):

In-process research and development	$ 1,583
Property and equipment (including capitalized software)	736
Total assets acquired	2,319
Liabilities assumed	(106)
Net assets acquired	$ 2,213

The purchase price was allocated to assets acquired and liabilities assumed based on management's analysis and estimates of fair values. Management's estimates of fair value are based on assumptions believed to be reasonable, but which are inherently uncertain and unpredictable. The acquired IPR&D was initially valued at approximately $0.5 million. The remaining excess purchase price over the identified tangible and intangible assets and liabilities assumed was approximately $1.1 million. The excess amount was allocated to the acquired intangible assets, resulting in approximately $1.6 million being assigned to IPR&D assets that were written off at the date of acquisition in accordance with FASB Interpretation No. 4. The Kava IPR&D pertained to the small-molecule pharmaceutical for the treatment of anxiety and general pain. The initial value of the Kava IPR&D was based on the cost approach. During 2002, after an initial investment to advance the technology, the Company ceased further funding of the project.

(4) Cash, Cash Equivalents and Marketable Securities

A summary of cash and cash equivalents and available-for-sale marketable securities held by the Company as of December 31, 2004 and 2005 is as follows:

	December 31, 2004			
	Cost	Unrealized gains	Unrealized losses	Fair value
	(in thousands)			
Cash and cash equivalents:				
Cash and money market funds	$ 25,381	$	$	$ 25,381
Marketable securities with original maturities of less than 3 months	17,355	—	—	17,355
Total cash and cash equivalents	42,736			42,736
Marketable securities:				
Corporate bonds:				
Due within 1 year	71,412	—	(110)	71,302
Due within 1 to 2 years	4,486	—	(6)	4,480
	75,898	—	(116)	75,782
Government agency bonds:				
Due within 1 year	6,450	—	—	6,450
Total marketable securities	82,348	—	(116)	82,232
Total cash, cash equivalents and marketable securities	$ 125,084	$ —	$ (116)	$ 124,968

	December 31, 2005			
	Cost	Unrealized gains	Unrealized losses	Fair value
	(in thousands)			
Cash and cash equivalents:				
Cash and money market funds	$ 23,809	$ —	$ —	$ 23,809
Marketable securities:				
Corporate bonds:				
Due within 1 year	38,289	—	(41)	38,248
Total cash, cash equivalents and marketable securities	$ 62,098	$ —	$ (41)	$ 62,057

(5) Property and Equipment

Property and equipment consist of the following at December 31:

	2004	2005
	(in thousands)	
Laboratory equipment	$ 5,109	$ 7,272
Leasehold improvements	1,841	3,824
Office equipment	423	954
Furniture and fixtures	100	677
	7,473	12,727
Less accumulated depreciation and amortization	(2,676)	(4,600)
	$ 4,797	$ 8,127

Depreciation and amortization expenses of property and equipment were approximately $1,006,000, $1,547,000, $2,455,000 and $5,302,000 for the years ended December 31, 2003, 2004, 2005, and for the period from inception (March 10, 2000) through December 31, 2005, respectively. The net book value and accumulated depreciation of equipment under capital lease was $1,752,000 and $126,000, and $4,609,000 and $1,175,000, at December 31, 2004 and 2005, respectively.

(6) Stockholders' Equity

Capital Stock—Authorized Shares

In October 2004, the Company's stockholders approved an increase in the number of authorized shares of common stock from 100,000,000 shares to 150,000,000 shares, each share having a $0.0001 par value. As of December 31, 2005, 90,697,855 shares of common stock were issued and outstanding.

Each common stockholder is entitled to one vote for each share of stock held. The common stock will vote together with all other classes and series of stock of the Company as a single class on all actions to be taken by the Company's stockholders. Each share of common stock is entitled to receive dividends, as and when declared by the Company's board of directors.

The Company has never declared cash dividends on any of its capital stock and does not expect to do so in the foreseeable future.

On December 13, 2002, the Company entered into an Amended and Restated Investor Rights Agreement (the Investor Rights Agreement) with its three largest stockholders and their affiliates exclusive of the founders (the Investors). The Investors Rights Agreement grants certain rights and privileges to and places certain restrictions upon the Investors, including: (i) grants the Investor a right of first refusal to purchase the Investor's pro rata share of any private securities offering by the Company, so long as such Investor owns at least 5% of the Company's outstanding common stock; (ii) piggyback registration rights with respect to any registration by the Company of its securities in preparation for a public offering, with priority over other Company stockholders; (iii) demand registration rights commencing 180 days after a public offering in which such Investor did not exercise its piggyback registration rights, allowing the Investor to demand that the Company register the Investor's securities so long as the value of such securities equals or exceeds $5.0 million; and (iv) places restrictions upon the Investors' abilities to transfer, contract to transfer, or enter into any swap

agreement related to the Company's securities starting from the date of an initial public offering and ending up to 180 days later, provided that all of the Company's directors, executive officers, and 1% or greater shareholders agree to similar restrictions. Finally, the Company bears certain information reporting and indemnification obligations with respect to the Investors and the registration of the Company's securities, and the Investors bear certain indemnification obligations to the Company with respect to the registration of the Investor's Company securities.

Issuance of Common Stock

In July 2001, the Company issued 20,400,000 shares of its common stock to its founding members for $0.0001 per share.

Between July and December 2001, the Company sold 6,800,000 shares of its common stock at $0.50 per share (the A Round Financing) through a stock subscription, resulting in gross proceeds of $3.4 million. As of December 31, 2001, the Company had a stock subscription receivable of $225,000, which was received in 2002.

During 2002, the Company sold 14,252,230 shares of its common stock at $2.7108 per share (the B Round Financing), resulting in gross proceeds of approximately $38.6 million.

In July and December 2002, the Company issued an aggregate of 384,447 shares of its common stock, plus $30,000 of cash, in exchange for exclusive royalty-bearing licenses for certain patent rights. The aggregate value of the stock and cash consideration of $1,072,000 was charged immediately to research and development costs.

Between January and March 2003, the Company completed the B Round Financing by issuing 8,717,275 shares of common stock at $2.7108 per share, which resulted in gross proceeds of approximately $23.6 million.

In March 2003, the Company issued 73,779 shares of its common stock, plus $40,000 cash, in exchange for an exclusive royalty-bearing license for certain patent rights. The total value of the consideration paid of $240,000 was expensed immediately to research and development costs (see note 10).

In September 2003, the Company commenced the sale of 12,500,000 shares of its common stock at $4.00 per share (the C Round Financing). Through December 31, 2003, the Company had issued 11,750,000 shares, resulting in gross proceeds of $47.0 million. In addition, 125,000 shares of common stock were subscribed but unissued. The stock subscription receivable of $500,000 is reflected as a component of stockholders' equity on the accompanying consolidated balance sheet. The remaining 750,000 shares of common stock were issued in January 2004, which resulted in additional gross proceeds of $3.0 million.

In January 2004, the Company received the proceeds under a stock subscription for 750,000 shares of its common stock at $4.00 per share, for net proceeds of $2,993,000 (C Round Financing).

In November 2004, the Company sold 16,000,000 shares of its common stock at $5.00 per share, for net proceeds of $79,900,000.

In 2002 and 2004, the Company issued common stock in connection with acquisitions (see note 3).

Issuance of Restricted Stock

During 2004 and 2005, the Company sold and issued 1,460,000 and 350,000 restricted shares of common stock, respectively, to its officers and certain employees at par value, of which 160,000 of these restricted shares were forfeited in 2005. Holders of 1,300,000 of the restricted shares employed by the Company in January 2007 will become vested in 50% of the restricted stock. The remaining 50% vests upon the earlier of January 2009 or the approval of the Company's first New Drug Application (NDA) by the Food and Drug Administration (FDA). Holders of 350,000 shares of the restricted shares employed by the Company in January 2008 will become vested in 50% of the restricted stock. The remaining 50% vests upon the earlier of January 2010 or the approval of the Company's first NDA by the FDA. During 2005 the Company sold and issued 36,363 shares of restricted stock at par value to certain members of its Board of Directors in connection with their participation in committees of the Board of Directors. These restricted shares vest over the service periods of committee memberships, generally one year. The excess of the fair value over the purchase price of the common stock at the date of issuance, an aggregate of approximately $9.5 million, has been recorded as deferred compensation and is being amortized and expensed ratably over the estimated vesting periods. Compensation expense recognized for restricted shares was approximately $59,000 and $1,916,000 in 2004 and 2005, respectively.

Warrants

In September 2002, the Company issued warrants to purchase an aggregate of 959,126 shares of its common stock at an exercise price of $0.50 per share and with an expiration date of September 19, 2005, in connection with its acquisition of Principia (see note 3). In December 2003, warrants to purchase 575,476 shares of the Company's common stock were exercised, resulting in proceeds of $288,000. In November 2004, warrants to purchase 115,095 shares of the Company's common stock were exercised, resulting in proceeds of $58,000. In January 2005, the remaining outstanding warrants to purchase 268,555 shares of the Company's common stock were exercised, resulting in proceeds to the Company of $134,000.

(7) 2001 Stock Option Plan

In July 2001, the Company adopted the Synta Pharmaceuticals Corp. 2001 Stock Plan (the 2001 Stock Option Plan). The 2001 Stock Option Plan provides for the grant of incentive stock options, nonstatutory stock options and restricted stock to employees, officers, directors and consultants to the Company. A total of 15,000,000 shares of common stock have been reserved for issuance under the 2001 Stock Option Plan. The administration of the 2001 Stock Option Plan is under the general supervision of the board of directors. The exercise price of the stock options will be determined by the board of directors, provided that incentive stock options will be granted at not less than fair market value of the common stock on the date of grant and will expire no later than ten years from the date the option is granted. As of December 31, 2005, the Company had options outstanding to purchase 11,790,734 shares of its common stock, including options to purchase 300,000 shares of the Company's common stock granted outside of the 2001 Stock Option Plan, had outstanding 1,686,363 restricted shares of common stock and had 1,536,966 shares available for future issuances under the 2001 Stock Option Plan.

The Company's stock option activity for the years ended December 31, 2003, 2004, and 2005 is as follows:

	2003		2004		2005	
	Shares	Weighted average exercise price	Shares	Weighted average exercise price	Shares	Weighted average exercise price
Outstanding at January 1	5,559,224	$ 2.42	7,695,474	$ 2.55	10,048,449	$ 2.95
Granted	3,156,000	2.82	3,066,375	3.93	2,818,300	5.50
Exercised	(156,250)	2.71	(129,687)	2.71	—	—
Cancelled	(863,500)	2.69	(583,713)	2.77	(1,076,015)	3.83
Outstanding at December 31	7,695,474	2.55	10,048,449	2.95	11,790,734	3.48
Exercisable at December 31	2,952,620	$ 2.37	4,937,398	$ 2.47	6,990,788	$ 2.70

The following table summarizes information about stock options outstanding at December 31, 2005:

	Options outstanding			Options exercisable	
Exercise price	Number outstanding	Weighted average remaining contractual life	Weighted average exercise price	Number exercisable	Weighted average exercise price
$0.50	659,050	5.91	$ 0.50	651,550	$ 0.50
2.71	6,232,830	7.11	2.71	5,324,812	2.71
3.50	4,000	9.99	3.50	—	—
4.00	2,062,604	8.38	4.00	964,117	4.00
5.00	147,250	8.96	5.00	50,309	5.00
5.50	2,685,000	9.36	5.50	—	—
	11,790,734			6,990,788	

In 2003, 2004, and 2005, the Company issued stock options to purchase 457,400, 226,000 and 45,000 shares of common stock, respectively, to nonemployee consultants, including its scientific advisors. The compensation expense is recorded over the respective vesting periods and is subject to variable accounting treatment prior to vesting, whereby the Company remeasures the fair value of the options at the end of each reporting period using the Black-Scholes valuation pricing model including estimated volatility. Compensation expense related to these options was approximately $775,000, $1,331,000, $1,142,000 and $3,548,000 for the years ended December 31, 2003, 2004, 2005, and for the period from inception (March 10, 2000) through December 31, 2005, respectively.

In connection with a separation agreement with a former officer in 2003 that was memorialized in 2004, the Company accelerated the vesting and extended the time in which the officer may exercise options to purchase 187,500 shares of the Company's common stock and extended the time in which the officer may exercise vested options to purchase an additional 812,500 shares of the Company's common stock. In addition, options to purchase 800,000 shares of the Company's common stock were

cancelled pursuant to the terms thereof. The Company recorded a non-cash compensation charge of approximately $1,289,000 related to the modification of the options. In addition, the Company agreed to pay the officer an aggregate of $450,000 during 2004 and 2005. In 2003, the Company recorded a total charge of approximately $1.7 million to research and development.

Stock-based compensation expense is allocated as follows (in thousands):

	Year ended December 30,		
	2003	2004	2005
Research and development	$ 2,064	$ 1,204	$ 2,397
General and administrative	130	428	778
Total	$ 2,194	$ 1,632	$ 3,175

The following table outlines the stock option grants and issuance of restricted stock during 2005:

Recipient	Month Issued or Granted	Shares	Per Share Exercise/ Purchase Price	Per Share Fair Value	Per Share Intrinsic Value
Grants of stock options:					
Employees	January 2005	310,000	$ 5.50	$ 5.50	$ —
Employees	February 2005	1,361,800	5.50	5.50	—
Advisory board member	February 2005	40,000	5.50	5.50	—
Consultant	February 2005	5,000	5.50	5.50	—
Employees	March 2005	90,000	5.50	5.50	—
Employees	April 2005	473,000	5.50	5.50	—
Employees	May 2005	157,700	5.50	5.50	—
Employees	June 2005	75,000	5.50	5.50	—
Employees	July 2005	4,000	5.50	5.50	—
Employees	August 2005	29,000	5.50	5.50	—
Employees	September 2005	63,000	5.50	5.50	—
Board member	September 2005	60,000	5.50	5.50	—
Employees	October 2005	43,000	5.50	5.50	—
Employees	November 2005	84,600	5.50	5.50	—
Employees	December 2005	15,500	5.50	5.50	—
Employees	December 2005	4,000	3.50	3.50	—
Issuance of restricted stock					
Board members	January 2005	12,726	—	5.50	5.50
Board members	October 2005	23,637	—	5.50	5.50
Employees	December 2005	350,000	—	3.50	3.50
Total		3,201,963			

(8) Accrued Expenses

Accrued expenses consist of the following at December 31:

	2004	2005
	(in thousands)	
Contracted research costs	$ 6,372	$ 5,541
Compensation and benefits	647	887
Professional fees	1,413	1,537
Other	564	776
	$ 8,996	$ 8,741

(9) Income Taxes

Differences between the actual tax benefit and tax benefit computed using the United States federal income tax rate is as follows:

	Years ended December 31			Period from inception (March 10, 2000) through December 31, 2004
	2003	2004	2005	
	(in thousands)			
Income tax benefit at statutory rate	$ (9,478)	$ (15,618)	$ (23,414)	$ (61,325)
In-process research and development	—	—	—	6,331
Stock-based compensation	438	—	—	3,710
Tax credits	(425)	(1,434)	(2,232)	(5,167)
Other	370	20	33	426
Change in valuation allowance	9,095	17,032	25,613	56,025
Income tax benefit	$ —	$ —	$ —	$ —

The effects of temporary differences that give rise to significant portions of deferred tax assets and deferred tax liabilities at December 31, are presented below:

	2004	2005
	(in thousands)	
Deferred tax assets:		
Federal and state net operating loss carryforwards	$ 33,429	$ 60,054
Federal and state research and experimentation credits	3,866	6,422
Licenses	787	725
Depreciation and amortization	1,132	901
Deferred compensation	1,168	2,366
Other	255	536
Deferred tax assets	40,637	71,004
Less valuation allowance	(40,637)	(71,004)
Net deferred tax assets	$ —	$ —

The valuation allowance for deferred tax assets was approximately $40,637,000 and $71,004,000 as of December 31, 2004 and 2005, respectively. The increase in the total valuation allowance for the years ended December 31, 2004 and 2005, and for the period from inception (March 10, 2000) through December 31, 2005 was approximately $16,203,000, $30,367,000 and $71,004,000, respectively. The Company has established valuation allowances against its deferred tax assets because management believes that, after considering all of the available objective evidence, both historical and perspective, the realization of the deferred tax assets does not meet the "more likely than not" criteria under SFAS No. 109.

The Company completed an analysis to determine if there were changes in ownership, as defined by Section 382 of the Internal Revenue Code, that would limit its ability to utilize certain net operating loss and tax credit carryforwards. The Company determined that it experienced an ownership change, as defined by Section 382, in connection with its acquisition of Principia Associates, Inc. on September 20, 2002. As a result, the utilization of the Company's federal tax net operating loss carryforwards generated prior to the ownership change is limited. As of December 31, 2005, the Company has net operating loss carryforwards for U.S. federal tax purposes of approximately $151,514,000, after taking into consideration net operating losses expected to expire unused as a result of Section 382 limitations, and the remainder will expire in varying amounts through 2025 unless utilized. At December 31, 2005, the Company has state net operating loss carryforwards of approximately $136,185,000, which will expire through 2010 unless utilized. The utilization of these net operating loss carryforwards may be further limited if the Company experiences future ownership changes as defined in Section 382 of the Internal Revenue Code. At December 31, 2005, the Company had approximately $5,469,000 and $1,444,000, respectively, in federal and state research and development credits which expire through 2025 and 2020, respectively.

(10) Commitments and Contingencies

Leases

The Company leases its research and office facilities under non-cancelable operating leases with terms expiring through 2009. Each of these leases contains renewal options ranging from one to five years.

The Company subleased laboratory and office space from its scientific founder, who is a major shareholder of the Company, under a tenant-at-will arrangement. This lease was assumed by the Company in May 2005.

In November 2004, the Company entered into an agreement for property and equipment lease line of credit which was amended in 2005. Under the amended agreement, the Company may periodically directly lease, or sell and lease-back, up to $6.0 million of property and equipment, with payment periods of 36 or 48 months and a $1.00 purchase option at the end of each lease period. The lease rates are based upon a fixed base interest rate plus the respective prevailing 36- or 48-month U.S. Treasury Bill interest rates at the time of each funding. The leases are accounted for as capital leases. In 2004 and 2005, the Company sold and leased back under this agreement an aggregate of approximately $6.1 million of its previously purchased property and equipment, of which approximately $4.8 million and $1.3 million were capitalized and are being paid over 36 and 48 months, respectively. As a result, the Company recorded net deferred gain of approximately $306,000 which is being

amortized over the applicable lease periods. The Company also leases certain vehicles and equipment under various other non-cancelable capital and operating leases.

Future minimum payments, excluding operating costs and taxes, under the Company's capital and non-cancelable operating leases, are approximately as follows (in thousands):

	Capital leases	Operating leases
Years ended December 31,		
2006	$ 2,431	$ 1,883
2007	2,306	984
2008	1,628	320
2009	846	113
2010	—	—
Total minimum lease payments	7,211	$ 3,300
Less: amount representing interest	(1,037)	
Present value of minimum capital lease payments	6,174	
Less current portions of capital lease obligations	(1,915)	
Capital lease obligations—long term	$ 4,259	

Rent expense was approximately $1,049,000, $1,338,000, $2,217,000 and $4,938,000 for the years ended December 31, 2003, 2004, 2005, and for the period from inception (March 10, 2000) through December 31, 2005, respectively, including rent paid for the lease from its scientific founder in the amounts of approximately $194,000, $213,000, $96,000 and $691,000, respectively.

License Agreements

Queen's Medical Center

In March 2003, the Company entered into an exclusive, royalty-bearing license agreement with Queen's Medical Center (QMC) for certain technology related to ion channel technologies. The Company paid QMC cash of $40,000 and issued 73,779 shares of its common stock. The total consideration paid of approximately $240,000 was expensed immediately to research and development costs. Under the terms of the Agreement, if certain milestones are met, the Company is obligated to make cash payments of up to an aggregate of $1.0 million. If commercialization is achieved, the Company will be required to pay royalties to QMC on the net sales of any product using the licensed technologies. In the event the Company grants a sublicense of the licensed technology, the Company is obligated to compensate QMC a percentage of all fees received from the sublicense.

Through December 31, 2005, no milestone, royalty, or sublicense payments had been earned by or paid to QMC.

Beth Israel Deaconess Medical Center

In connection with its acquisition of Diagon in December 2002 (see note 3), the Company acquired two exclusive licenses relating primarily to monoclonal antibodies and ion channel technologies, respectively, in return for payment of cash and 184,447 shares of its common stock to

Beth Israel Deaconess Medical Center (Beth Israel). The total value of the stock of $500,000 was expensed immediately by the Company to research and development costs. Under the terms of the licenses, if certain milestones are met, the Company is required to make cash payments up to an aggregate of $2.0 million. If commercialization is achieved, the Company will be required to pay royalties on the net sales of any product using the licensed technologies. In the event the Company grants a sublicense of the licensed technologies, the Company is obligated to compensate Beth Israel a percentage of all fees received from the sublicense.

As a result of the Diagon acquisition, the Company also assumed an exclusive license with Beth Israel to specific know-how relating to certain calcium channels. Under the terms of the agreement, if certain milestones are met, the Company is required to make cash payments up to an aggregate of $800,000. If commercialization is achieved, the Company will be required to pay royalties on the net sales of any product using the licensed know-how.

Through December 31, 2005, no milestone, royalty or sublicense payments had been earned by or paid to Beth Israel.

Dana-Farber Cancer Institute

In July 2002, the Company entered into an exclusive license agreement with Dana-Farber Cancer Institute (DFCI) for certain patent rights relating to the use of immune system modulators with other agents for use against cancer. The Company paid DFCI cash of approximately $30,000 and issued 200,000 shares of its common stock. The total consideration paid of approximately $572,000 was expensed immediately to research and development costs. Under the terms of the agreement, if certain milestones are met, the Company is required to make cash payments up to an aggregate of $600,000. If commercialization is achieved, the Company will be required to pay nominal royalties on the net sales of any product using the licensed technologies.

Through December 31, 2005, no milestone, royalty or sublicense payments had been earned by or paid to DFCI.

Consulting Agreements

In July 2002, the Company entered into a consulting agreement with a member of its scientific advisory board (SAB), which was amended and restated effective January 1, 2004. The agreement has an initial term of two years from the amendment date and automatically extends for additional one-year terms unless thirty days' written notice is given by either party. In addition to an annual consulting fee, in the event the Company executes a transaction during the first two years of the consulting agreement in which the Company grants a license or other right of certain defined intellectual property, the SAB member is entitled to a one-time bonus payment of $150,000 and a portion of any up-front license fee, milestone payments or equity payments to purchase the Company's common stock over a certain defined amount related to the license transaction. The bonus and milestone payments may be paid in either cash or common stock, at the Company's discretion. In addition, the Company will pay QMC a portion of any committed research payments received by the Company that directly relate to the intellectual property, provided that the research agreement with QMC remains in effect when such payment is received by the Company. The SAB member may be entitled to a retention bonus of $1.0

million in the event the Company is acquired or there is a sale of substantially all of the assets related to the consulting agreement, subject to certain limitations.

In October 2002, the Company entered into a consulting agreement with an SAB member for scientific advisory services which was amended in October 2003. Under the amended consulting agreement, the term is four years from the effective date of the amendment, and for a one-time payment of $400,000, a one-time bonus payment based on the achievement of a certain performance milestone was eliminated. In addition to an annual consulting fee, the consultant is entitled a bonus payment of a portion of any up-front or milestone payments received by the Company related to calcium channel technology during the four-year term of the amended agreement.

Guarantees

As permitted under Delaware law, the Company's Certificate of Incorporation and Bylaws provide that the Company will indemnify certain of its officers and directors for certain claims asserted against them in connection with their service as an officer or director. The maximum potential amount of future payments that the Company could be required to make under these indemnification provisions is unlimited. However, the Company has purchased a directors' and officers' liability insurance policy that reduces its monetary exposure and enables it to recover a portion of any future amounts paid. The Company believes the estimated fair value of these indemnification arrangements is minimal.

The Company customarily agrees in the ordinary course of its business to indemnification provisions in agreements with clinical trials investigators in its drug development programs, in sponsored research agreements with academic and not-for-profit institutions, in various comparable agreements involving parties performing services for the Company in the ordinary course of business, and in its real estate leases. The Company also expects to agree to certain indemnification provisions in any drug discovery and development collaboration agreements. With respect to the Company's clinical trials and sponsored research agreements, these indemnification provisions typically apply to any claim asserted against the investigator or the investigator's institution relating to personal injury or property damage, violations of law or certain breaches of the Company's contractual obligations arising out of the research or clinical testing of the Company's compounds or drug candidates. With respect to lease agreements, the indemnification provisions typically apply to claims asserted against the landlord relating to personal injury or property damage caused by the Company, to violations of law by the Company or to certain breaches of the Company's contractual obligations. The indemnification provisions appearing in collaboration agreements are similar, but in addition provide some limited indemnification for its collaborator in the event of third-party claims alleging infringement of intellectual property rights. In each of the cases above, the term of these indemnification provisions generally survives the termination of the agreement, although the provision has the most relevance during the contract term and for a short period of time thereafter. The maximum potential amount of future payments that the Company could be required to make under these provisions is generally unlimited. The Company purchased insurance policies covering personal injury, property damage and general liability that reduce its exposure for indemnification and would enable it in many cases to recover a portion of any future amounts paid. The Company has never paid any material amounts to defend lawsuits or settle claims related to these indemnification provisions. Accordingly, the Company believes the estimated fair value of these indemnification arrangements is minimal.

(11) Related Party Transactions

In January 2005, the Company entered into an Agreement and Release with its scientific founder, who is a board member, whereby all outstanding matters regarding various oral understandings and arrangements between the scientific founder and the Company were resolved, including arrangements relating to (1) the assignment by the scientific founder of the benefit of his interests, if any, resulting from the Company's acquisition of the net assets of CKS, (2) the scientific founder's assignment of inventions, non-competition, non-solicitation and confidentiality agreements with the Company, and (3) a release by the scientific founder of any and all claims that the scientific founder may have had against the Company. Pursuant to this agreement, the Company is paying the scientific founder $500,000, payable in $25,000 installments quarterly for five years. The full amount of the obligation was charged to research and development expense in 2005.

The Company pays its scientific founder and a member of the board consulting fees of approximately $25,000 per month. Total consulting fees paid in 2003, 2004 and 2005 were approximately $300,000 each year.

During 2001 and 2002, the Company contracted with a company owned by the Company's scientific founder, board member and significant shareholder to provide drug development testing services. Amounts advanced under this arrangement totaled $1.0 million and $500,000 as of December 31, 2001 and 2002, respectively. During 2002 and 2003, all advances were paid back to the Company as no services were ever performed.

On August 23, 2002 and September 11, 2002, the Company issued two promissory notes receivable of $500,000 each to SBR (a wholly-owned subsidiary of Principia). The promissory notes had a fixed interest rate of 7% and were due on December 31, 2002. The promissory notes were forgiven in connection with the Company's acquisition of Principia (see note 3).

(12) Retirement Plan

In 2003, the Company implemented a 401(k) retirement plan (the Synta 401(k) Plan) in which substantially all of its permanent employees are eligible to participate. Participants may contribute a percentage of their annual compensation to the plan, subject to statutory limitations. The Company may declare discretionary matching contributions to the Synta 401(k) Plan. As of December 31, 2005, the Company had not declared any matching contributions since inception of the plan.

(13) Research Grant Contracts

In August 2002, the Company was awarded a $250,000 government contract with the Office of Naval Research to perform scientific research services related to the monitoring of biological agents. In 2003, the Company performed all services and received full funding, and recognized $250,000 as research grant revenue for services performed under the terms of the contract.

In September 2002, the Company was appointed as a subcontractor to a contract awarded by the Defense Advanced Research Projects Agency (DARPA). The Company's subcontract award totaled $1.2 million and required the Company to provide scientific services utilizing expertise in immunology, screening and diagnostics. No services were performed in 2002. During 2003 and 2004, the Company recognized approximately $1.1 million and $0.1 million, respectively, of research grant revenue for services performed under the terms of the subcontract, which concluded March 31, 2004.

In May 2003, the Company was awarded a $500,000 government contract with DARPA to perform research services associated with performance enhancement. As of December 31, 2003, the Company had recognized approximately $43,000 of research grant revenue for services performed under the terms of the contract, which expired in September 2004. In addition, the Company recorded deferred revenue of approximately $457,000, which represents advance payments received under this contract. In accordance to the terms of the DARPA contract, the advance payments received by the Company are deposited in a separate interest-bearing account and are recorded as restricted cash as of December 31, 2005.

(14) Initial Public Offering Costs

During 2004 and 2005 the Company incurred $2,389,000 of costs in connection with its planned initial public offering of common stock, of which $1,084,000 was deferred at December 31, 2004. Following the Company's filing of its S-1 with the Securities and Exchange Commission in 2005, the Company determined that it would not complete the planned offering and withdrew its filing. The Company did not reactivate and complete its offering within 90 days of the withdrawal of the filing and, accordingly, these costs were expensed in 2005.

Joint Book-Running Managers

Bear, Stearns & Co. Inc. **Lehman Brothers**

Lazard Capital Markets **Montgomery & Co., LLC**

, 2007

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth an itemization of the various costs and expenses, all of which we will pay, in connection with the issuance and distribution of the securities being registered. All of the amounts shown are estimated except the SEC Registration Fee, the Nasdaq Global Market Listing Fee and the NASD Filing Fee.

SEC Registration Fee	$ 12,305
Nasdaq Global Market Listing Fee	
NASD Filing Fee	12,000
Printing and Engraving Fees	
Legal Fees and Expenses	
Accounting Fees and Expenses	
Blue Sky Fees and Expenses	
Transfer Agent and Registrar Fees	
Miscellaneous	
Total	

Item 14. Indemnification of Directors and Officers.

Our restated certificate of incorporation and restated bylaws provide that each person who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or an officer of Synta Pharmaceuticals Corp. or is or was serving at our request as a director, officer, or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by us to the fullest extent authorized by the Delaware General Corporation Law against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such.

Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding brought by reason of the fact that such person is or was a director or officer of the corporation, if such person acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, if he or she had no reason to believe his or her conduct was unlawful. In a derivative action, (*i.e.*, one brought by or on behalf of the corporation), indemnification may be provided only for expenses actually and reasonably incurred by any director or officer in connection with the defense or settlement of such an action or suit if such person acted in good faith and in a manner that he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be provided if such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine that the defendant is fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Pursuant to Section 102(b)(7) of the Delaware General Corporation Law, Article NINTH of our restated certificate of incorporation eliminates the liability of a director to us or our stockholders for monetary damages for such a breach of fiduciary duty as a director, except for liabilities arising:

- from any breach of the director's duty of loyalty to us or our stockholders;
- from acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- under Section 174 of the Delaware General Corporation Law; and
- from any transaction from which the director derived an improper personal benefit.

We carry insurance policies insuring our directors and officers against certain liabilities that they may incur in their capacity as directors and officers. In addition, we expect to enter into indemnification agreements with each of our directors and executive officers prior to completion of the offering.

Additionally, reference is made to the Underwriting Agreement filed as Exhibit 1.1 hereto, which provides for indemnification by the underwriters of Synta Pharmaceuticals Corp., our directors and officers who sign the registration statement and persons who control Synta Pharmaceuticals Corp., under certain circumstances.

Item 15. Recent Sales of Unregistered Securities.

We have sold the following securities that were not registered under the Securities Act. The following information gives effect to a -for- reverse split of our common stock to be effected prior to the completion of this offering.

(a) Issuances of Capital Stock and Warrants

Set forth below is information regarding shares of our common stock issued and warrants granted, by us since October 15, 2003. Also included is the consideration, if any, received by us for such shares and warrants.

1. Between October 15, 2003 and January 22, 2004, we issued and sold 12,500,000 shares of our common stock at a purchase price per share of $4.00 to 43 accredited investors for an aggregate purchase price of $50,000,000.00.

2. On December 17, 2003, we issued 575,476 shares of our common stock upon the exercise of warrants to an accredited investor for an aggregate purchase price of $287,738.00.

3. On January 9, 2004, we issued 553,344 shares of our common stock with an aggregate value of $2,213,376.00 to three privately held corporations as consideration for our acquisition of certain assets from such corporations.

4. On November 10, 2004, we issued and sold 16,000,000 shares of our common stock at a purchase price per share of $5.00 to 76 accredited investors for an aggregate purchase price of $80,000,000.00.

5. On November 15, 2004, we issued 115,095 shares of our common stock upon the exercise of warrants to an accredited investor for an aggregate purchase price of $57,547.50.

6. On December 21, 2004, we issued 1,460,000 shares of restricted common stock to certain officers at a purchase price of $0.0001 per share for an aggregate purchase price of $146.00.

7. On January 11, 2005, we issued 268,555 shares of our common stock upon the exercise of warrants to an accredited investor for an aggregate purchase price of $134,277.50.

8. On January 18, 2005, we issued 12,726 shares of restricted common stock to our non-employee directors as compensation for services as a director at a purchase price of $0.0001 per share for an aggregate purchase price of $1.27.

9. On October 14, 2005, we issued 23,637 shares of restricted common stock to our non-employee directors as compensation for services as a director at a purchase price of $0.0001 per share for an aggregate purchase price of $2.36.

10. On December 12, 2005, we issued 350,000 shares of restricted common stock to certain officers at a purchase price of $0.0001 per share for an aggregate purchase price of $35.00.

11. On April 14, 2006, we issued 19,503 shares of our common stock at a purchase price per share of $3.50 for an aggregate purchase price of $68,260.50 to our President and Chief Executive Officer as partial payment for his annual bonus.

12. On June 2, 2006, we issued and sold 8,000,000 shares of our Series A convertible preferred stock at a purchase price per share of $5.00 to 42 accredited investors for an aggregate purchase price of $40,000,000.

13. On November 17, 2006, we issued 48,573 shares of restricted common stock to our non-employee directors as compensation for services as a director at a purchase price of $0.0001 per share for an aggregate purchase price of $4.85.

All of these issuances were made in reliance on Section 4(2) of the Securities Act or Regulation D promulgated thereunder as sales not involving a public offering. The recipients of securities in each of the above-referenced transactions represented their intentions to acquire the securities for investment purposes only and not with a view to, or for sale in connection with, any distribution thereof and appropriate legends were affixed to the instruments representing such securities issued in such transactions. All recipients either received adequate information about us or had, through their relationship with us, adequate access to such information.

(b) Certain Grants and Exercises of Stock Options

The sale and issuance of the securities described below were deemed to be exempt from registration under the Securities Act in reliance on Rule 701 promulgated under Section 3(b) of the Securities Act, as transactions by an issuer not involving a public offering or transactions pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701.

Pursuant to our stock plans and certain stand-alone stock option agreements, we have issued options to purchase an aggregate of 18,053,850 shares of common stock. Of these options:

- options to purchase 5,595,038 shares of common stock have been canceled or lapsed without being exercised;
- options to purchase 286,437 shares of common stock have been exercised; and
- options to purchase a total of 12,172,375 shares of common stock are currently outstanding, at a weighted average exercise price of $2.97 per share.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

See Exhibit Index set forth on page II-6, which is incorporated herein by reference.

(b) Financial Statement Schedules

Financial Statement Schedules are omitted because the information is included in our financial statements or notes to those financial statements.

Item 17. Undertakings.

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described under Item 14 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has duly caused this Amendment No. 2 to the Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Lexington, Massachusetts, on January 4, 2007.

By: /s/ SAFI R. BAHCALL

Safi R. Bahcall, Ph.D.
President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to the Registration Statement on Form S-1 has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
/s/ SAFI R. BAHCALL Safi R. Bahcall, Ph.D.	President, Chief Executive Officer and Director (principal executive officer)	January 4, 2007
/s/ KEITH S. EHRLICH Keith S. Ehrlich, C.P.A.	Vice President, Finance and Administration, Chief Financial Officer (principal financial and accounting officer)	January 4, 2007
* Keith R. Gollust	Chairman of the Board	January 4, 2007
* Lan Bo Chen, Ph.D.	Director	January 4, 2007
* Judah Folkman, M.D.	Director	January 4, 2007
* Bruce Kovner	Director	January 4, 2007
* William Reardon, C.P.A.	Director	January 4, 2007
* Robert N. Wilson	Director	January 4, 2007

*By: /s/ KEITH S. EHRLICH

Keith S. Ehrlich
Attorney-in-Fact

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
*1.1	Form of Underwriting Agreement.
@3.1	Amended and Restated Certificate of Incorporation of the Registrant.
*3.1(a)	Certificate of Amendment to Certificate of Incorporation, as amended, to be filed prior to completion of the offering to effect a -for- reverse stock split.
*3.2	Restated Certificate of Incorporation of the Registrant to be filed upon completion of this offering.
@3.3	Bylaws, as amended, of the Registrant.
*3.4	Restated Bylaws of the Registrant to be effective upon completion of this offering.
*4.1	Form of Common Stock Certificate.
@4.2.1	Amended and Restated Investor Rights Agreement, dated December 13, 2002, by and among the Registrant and certain stockholders of the Registrant.
@4.2.2	First Amendment, dated January 11, 2005, to the Amended and Restated Investor Rights Agreement, dated December 13, 2002, by and among the Registrant and certain stockholders of the Registrant.
*5.1	Opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., counsel to the Registrant, with respect to the legality of securities being registered.
@10.1	2001 Stock Plan.
@10.2	2006 Stock Plan.
*10.2(a)	Form of incentive stock option agreement under 2006 Stock Plan.
*10.2(b)	Form of nonqualified stock option agreement under 2006 Stock Plan.
*10.2(c)	Form of restricted stock agreement under 2006 Stock Plan.
*10.2(d)	Form of nonqualified stock option agreement for directors under 2006 Stock Plan.
*10.2(e)	Form of restricted stock agreement for directors under 2006 Stock Plan.
@10.3	Director Compensation Policy.
@10.4	Non-Qualified Stock Option Agreement, dated May 27, 2004, by and between the Registrant and Keith R. Gollust.
@10.5	Duffy Hartwell Limited Partnership Commercial Lease, dated November 4, 1996, by and between Duffy Hartwell Limited Partnership and Shionogi BioResearch Corp., as amended by First Amendment to Commercial Lease, dated August 30, 2006.
@10.6	Lease of 125 Hartwell Avenue, Lexington, MA, dated October 26, 1992, by and between Fuji ImmunoPharmaceuticals Corp. and 125 Hartwell Trust, as amended by First Amendment dated January 31, 1993, Second Amendment dated October 1, 1997, Third Amendment dated November 1, 2002, Assignment and Assumption of Lease and Consent of Release by Landlord and Fourth Amendment of Lease, dated July 9, 2004, Fifth Amendment, dated October 22, 2004 and Sixth Amendment, dated August 1, 2005.
@10.7	Lease, dated January 13, 2005, by and between the Registrant and Mortimer B. Zuckerman and Edward H. Linde, Trustees of 91 Hartwell Avenue Trust, as amended on August 14, 2006.
@10.8	Pinnacle Properties Management, Inc. Standard Form Commercial Lease, dated May 31, 1999, by and between 6-8 Preston Court, L.L.C. and Asiana Pharmaceuticals Corporation, as amended by Amendment to Lease #1, dated July 31, 2000, Amendment to Lease #2, dated November 26, 2001, and Amendment to Lease #3, dated December 2003, and as assigned to the Registrant by Assignment and Assumption of Lease and Landlord's Consent, dated May 25, 2005, and Subordination, Non-Disturbance and Attornment Agreement, dated May 25, 2005.

+10.9	Master Lease Agreement, dated November 10, 2004, by and between the Registrant and General Electric Capital Corporation, as amended by Letter Agreement, dated June 24, 2005, and as extended by Letter Agreement, dated November 29, 2006.
@10.10	Stock Exchange Agreement, dated September 9, 2002, by and among the Registrant, Principia Associates, Inc. and certain stockholders of Principia Associates, Inc.
@10.11	Agreement of Merger, dated December 27, 2002, by and among the Registrant, DGN Genetics Acquisition Corp., Diagon Genetics, Inc. and certain stockholders of Diagon Genetics, Inc.
@**10.12	Asset Purchase Agreement, dated December 17, 2003, by and among the Registrant, Cancer Genomics, Inc., Kava Pharmaceuticals, Inc., SinglePixel Biomedical, Inc. and CMAC, LLC.
@10.13	Letter Agreement, dated April 18, 2005, by and between the Registrant and Safi R. Bahcall, Ph.D.
@10.14	Letter Agreement, dated October 12, 2002, by and between the Registrant and Dr. Keizo Koya.
@10.15	Letter Agreement, dated January 22, 2003, by and between the Registrant and Dr. James Barsoum.
@10.16	Letter Agreement, dated April 15, 2004, by and between the Registrant and Dr. Jeremy Chadwick.
@10.17	Letter Agreement, dated February 19, 2004, by and between the Registrant and Keith Ehrlich.
@10.18	Letter Agreement, dated January 14, 2003, by and between the Registrant and Wendy E. Rieder.
@10.19	Letter Agreement, dated March 24, 2005, by and between the Registrant and Eric W. Jacobson.
@10.20	Letter Agreement, dated February 27, 2006, by and between the Registrant and Martin D. Williams.
@10.21	Scientific Advisory Board Agreement, dated September 1, 2003, by and between the Registrant and Judah Folkman, M.D.
@10.22	Agreement and Release, dated January 14, 2005, by and between the Registrant and Lan Bo Chen, Ph.D.
@10.23	Consulting Agreement, dated April 18, 2005, by and between the Registrant and Lan Bo Chen, Ph.D.
@10.24	Severance Agreement, dated January 27, 2006, by and between the Registrant and Dr. Matthew Sherman.
@10.25	Consulting Agreement, dated January 30, 2006, by and between the Registrant and Dr. Matthew Sherman.
@10.26	Form of Indemnification Agreement between the Registrant and its directors and executive officers.
10.27	Lease Agreement, dated December 14, 2006, by and between ARE-MA Region No. 24, LLC and the Registrant.
@21.1	List of Subsidiaries.
23.1	Consent of KPMG LLP, Independent Registered Public Accounting Firm.
*23.2	Consent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. (see Exhibit 5.1).
@24.1	Powers of Attorney.

@ Previously filed.

+ Replaces previously filed exhibit.

* To be filed by amendment.

** Confidential treatment has been requested for portions of this exhibit.

Exhibit 10.9

MASTER LEASE AGREEMENT
(QUASI)
DATED AS OF NOVEMBER 10, 2004 ("AGREEMENT")

THIS AGREEMENT is between General Electric Capital Corporation (together with its successors and assigns, if any, "Lessor") and Synta Pharmaceuticals Corp. ("Lessee"). Lessor has an office at 83 WOOSTER HEIGHTS ROAD, DANBURY, CT 06810. Lessee is a corporation organized and existing under the laws of state of Delaware. Lessee's mailing address and chief place of business is 45 HARTWELL AVENUE, LEXINGTON, MA 02421. This Agreement contains the general terms that apply to the leasing of Equipment from Lessor to Lessee. Additional terms that apply the Equipment (term, rent, options, etc.) shall be contained on a schedule ("Schedule").

1. LEASING:

(a) Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment and other property ("EQUIPMENT") described in any Schedule signed by both parties.

(b) Lessor shall purchase Equipment from the manufacturer or supplier ("SUPPLIER") and lease it to Lessee if on or before the Last Delivery Date (specified in the Schedule) Lessor receives (i) a Schedule for the Equipment, (ii) evidence of insurance which complies with the requirements of Section 8, and (iii) such other documents as Lessor may reasonably request. Each of the documents required above must be in form and substance satisfactory to Lessor. Lessor hereby appoints Lessee its agent for inspection and acceptance of the Equipment from the Supplier. Once the Schedule is signed, the Lessee may not cancel the Schedule.

2. TERM, RENT AND PAYMENT:

(a) The rent payable for the Equipment and Lessee's right to use the Equipment shall begin on the earlier of (i) the date when the Lessee signs the Schedule and accepts the Equipment or (ii) when Lessee has accepted the Equipment under a Certificate of Acceptance ("LEASE COMMENCEMENT DATE"). The term of this Agreement shall be the period specified in the applicable Schedule. The word "term" shall include all basic and any renewal terms.

(b) Lessee shall pay rent to Lessor at its address stated above, except as otherwise directed by Lessor. Rent payments shall be in the amount set forth in, and due as stated in the applicable Schedule. If any Advance Rent (as stated in the Schedule) is payable, it shall be due when the Lessee signs the Schedule. Advance Rent shall be applied to the first rent payment. In no event shall any Advance Rent or any other rent payments be refunded to Lessee. If rent is not paid within ten (10) days of its due date, Lessee agrees to pay a late charge of five cents ($.05) per dollar on, and in addition to, the amount of such rent but not exceeding the lawful maximum, if any.

3. TAXES:

(a) If permitted by law, Lessee shall report and pay promptly all taxes, fees and assessments due, imposed, assessed or levied against Lessor or Lessee on account of any Equipment (or purchase, ownership, delivery, leasing, possession, use or operation thereof) by any

governmental entity or taxing authority during or related to the term of this Agreement, including, without limitation, all license and registration fees, and all sales, use, personal property, excise, franchise, stamp or other taxes, imposts, duties and charges, together with any penalties, fines or interest thereon(collectively "TAXES"). Lessee shall have no liability for Taxes imposed by the United States of America or any State or political subdivision thereof or

any foreign jurisdiction which are on or measured by the net income of Lessor, and any such Taxes are excluded from "Taxes" as such term is used throughout this Agreement. Lessee shall promptly reimburse Lessor (on an after tax basis) for any Taxes charged to or assessed against Lessor. Lessee shall send Lessor a copy of each report or return and evidence of Lessees payment of Taxes upon request.

(b) Lessee's obligations, and Lessor's rights and privileges, contained in this Section 3 shall survive the expiration or other termination of this Agreement.

4. REPORTS:

(a) If any tax or other lien shall attach to any Equipment, Lessee will notify Lessor in writing, within ten (10) days after Lessee becomes aware of the tax or lien. The notice shall include the full particulars of the tax or lien and the location of such Equipment on the date of the notice.

(b) Lessee will deliver to Lessor financial statements as follows: If Lessee is a privately held company, then Lessee agrees to provide quarterly financial statements, certified by Lessee's president or chief financial officer including a balance sheet, statement of operations and cash flow statement within 30 days of each quarter end and its complete audited annual financial statements, certified by a reorganized firm of certified public accountants, within 120 days of fiscal year end or at such time as Lessee's Board of Directors receives the audit. If Lessee is a publicly held company, then Lessee agrees to provide quarterly unaudited statements and annual audited statements, certified by a recognized firm of certified public accountants, within 10 days after the statements are provided to the Securities and Exchange Commission ("SEC") or make such statements available on its website. All such statements are to be prepared using generally accepted accounting principles ("GAAP") and, if Lessee is a publicly held company, are to be in compliance with SEC requirements.

(c) Lessor may inspect any Equipment during normal business hours after giving Lessee reasonable prior notice.

(d) Lessee will keep the Equipment at the Equipment Location (specified in the applicable Schedule) and will give Lessor prior written notice of any relocation of Equipment. If Lessor requests, Lessee will promptly notify Lessor in writing of the location of any Equipment.

(e) If any Equipment is lost or damaged (where the estimated repair costs would exceed the greater of ten percent (10%) of the original Equipment cost or ten thousand and 00/100 dollars ($10,000), or is otherwise involved in an accident causing personal injury or property damage, Lessee will promptly and fully report the event to Lessor in writing.

(f) If Lessor requests, Lessee will furnish a certificate of an authorized officer of Lessee stating that he has reviewed the activities of Lessees and that, to the best of his knowledge, there

exists no default or event which with notice or lapse of time (or both) would become such a default within thirty (30) days after any request by Lessor.

(g) Lessee will promptly notify Lessor of any change in Lessee's state of incorporation or organization.

5. DELIVERY, USE AND OPERATION:

(a) All Equipment shall be shipped directly from the Supplier to Lessee.

(b) Lessee agrees that the Equipment will be used by Lessee solely in the conduct of its business and in a manner complying with all applicable laws, regulations and insurance policies.

(c) Lessee will not move any equipment from its leased or owned locations

("LOCATION"), except for purposes of repair, refurbishment or maintenance, and Lessee will not move any piece of Equipment with an original equipment value of $25,000 or more from one Location to another Location without written notification to Lessor.

(d) Lessee will keep the Equipment free and clear of all liens and encumbrances other than those which result from acts of Lessor.

(e) Lessor shall not disturb Lessees quiet enjoyment of the Equipment during the term of the Agreement unless a default has occurred and is continuing under this Agreement.

6. MAINTENANCE:

(a) Lessee will, at its sole expense, maintain each unit of Equipment in good operating order and repair, normal wear and tear excepted. The Lessee shall also maintain the Equipment in accordance with manufacturers recommendations. Lessee shall make all alterations or modifications required to comply with any applicable law, rule or regulation during the term of this Agreement. If Lessor requests, Lessee shall affix plates, tags or other identifying labels showing ownership thereof by Lessee and Lessor's security interest therein. The tags or labels shall be placed in a prominent position on each unit of Equipment.

(b) Lessee will not attach or install anything on the Equipment that will impair the originally intended function or use of such Equipment without the prior written consent of Lessor, which consent may not be withheld, conditioned or delayed unreasonably. All additions, parts, supplies, accessories, and equipment ("ADDITIONS") furnished or attached to any Equipment that are not readily removable shall become subject to the lien or Lessor. All Additions shall be made only in compliance with applicable law. Lessee will not attach or install any Equipment to or in any other personal or real property without the prior written consent of Lessor, which consent may not be withheld, conditioned or delayed unreasonably.

7. STIPULATED LOSS VALUE: If for any reason any unit of Equipment becomes lost, stolen, destroyed, irreparably damages or unusable ("CASUALTY OCCURRENCES") Lessee shall promptly and fully notify Lessor in writing. Lessee shall pay Lessor the sum of (i) the Stipulated Loss Value (see Schedule) of the affected unit determined as of the rent payment date prior to the casualty Occurrence; and (ii) all rent and other amounts which are then due under this

Agreement on the Payment Date (defined below) for the affected unit. The Payment Date shall be the next rent payment after the Casualty Occurrence. Upon payment of all sums due hereunder, the term of this lease as to such unit shall terminate.

8. INSURANCE:

(a) Lessee shall bear the entire risk of any loss, theft, damage to, or destruction of, any unit of Equipment from any cause whatsoever from the time the Equipment is delivered to Lessee and installed (if applicable).

(b) Lessee agrees, at its own expense, to keep all Equipment insured for such amounts and against such hazards as Lessor may reasonably require. All such policies shall be with companies, and on terms, reasonably satisfactory to Lessor. The insurance shall include coverage for damage to or loss of Equipment, liability for personal injuries, death or property damage. Lessor shall be named as additional insured with a loss payable clause in favor of Lessor, as its interest may appear, irrespective of any breach of warranty or other act or omission of Lessee. The insurance shall provide for liability coverage in any amount equal to at least ONE MILLION U.S. DOLLARS ($1,000,000.00) total liability per occurrence, unless otherwise stated in any Schedule. The casualty/property damage coverage shall be in an amount equal to the higher of the Stipulated Loss Value or the full replacement cost of the Equipment. No insurance shall be subject to any co-insurance clause. The insurance policies

shall provide that the insurance may not be altered or canceled by the insurer until after thirty (30) days written notice to Lessor. Lessee agrees to deliver to Lessor evidence of insurance reasonable satisfactory to Lessor.

(c) Lessee hereby appoints to Lessor as Lessee's attorney-in-fact to make proof of loss and claim for insurance, and to make adjustments with insurers and to receive payment of an execute or endorse all documents, checks or drafts in connection with insurance payments. Lessor shall not act a Lessees attorney-in-fact unless Lessee is in default. Lessee shall pay any reasonable expenses if Lessor in adjusting or collecting insurance. Lessee will not make adjustments with insurers except with respect to claims for damage to any unit of Equipment where the repair costs are less than the lesser of ten percent (10%) of the original Equipment cost or ten thousand and 00/100 dollars ($10,000). Lessor may, at its option, apply proceeds of insurance, in whole or in part, to (i) repair or replace Equipment or any portion thereof, or (ii) satisfy any obligation of Lessee to Lessor under this Agreement.

9. RETURN OF EQUIPMENT:

(a) At the expiration or termination of this Agreement or any Schedule, Lessee shall perform any testing and repairs required to place the units of Equipment in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order for the original intended purpose of the Equipment. If required the units of Equipment shall be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is reasonably satisfactory to Lessor. Lessee shall remove installed markings that are not necessary for the operation, maintenance or repair of the Equipment. All Equipment will be cleaned, cosmetically acceptable, and in such condition as to be immediately installed into use in a similar environment for which the Equipment was

originally intended to be used. All waste material and fluid must be removed from the Equipment and disposed of in accordance with then current waste disposal laws. Lessee shall return the units of Equipment to a location within the continental United States as Lessor shall direct. Lessee shall obtain and pay for a policy of transit insurance for the redelivery period in an amount equal to the replacement value of the Equipment. The transit insurance must name Lessor as the loss payee. The Lessee shall pay for all costs to comply with this section (a).

(b) Until Lessee has fully complied with the requirements of Section 9(a) above, Lessee's rent payment obligation and all other obligations under this Agreement shall continue from month to month notwithstanding any expiration or termination of the lease term. Lessor may not terminate the Lessee's right to use Equipment, unless Lessee is in default.

(c) Lessee shall provide to Lessor a detailed inventory of all components of the Equipment including model and serial numbers. Lessee shall also provide an up-to-date copy of all other documentation pertaining to the Equipment. All service manuals, blueprints, process flow diagrams, operating manuals, inventory and maintenance records shall be given to Lessor at least ninety (90) days and not more than one hundred twenty (120) days prior to lease termination.

(d) Lessee shall make the Equipment available for on-site operational inspections by potential purchasers at least one hundred twenty (120) days prior to and continuing up to lease termination. Lessor shall provide Lessee with reasonable notice prior to any inspection. Lessee shall provide personnel, power and other requirements necessary to demonstrate electrical, hydraulic and mechanical systems for each item of Equipment.

10. DEFAULT AND REMEDIES:

(a) Lessor may in writing declare this Agreement in default if: (i) Lessee breaches its obligation to pay rent or any other sum when due and fails to cure the breach within ten (10) days; (ii) Lessee breaches any of its insurance

obligations under Section 9; (iii) Lessee breaches any of its other obligations and fails to cure that breach within thirty (30) days after written notice from Lessor; (iv) any representation or warranty made by Lessee in connection with this Agreement shall be false or misleading in any material respect; (v) Lessee or any guarantor or other obligor for the Lessee's obligations hereunder ("GUARANTOR") becomes insolvent or ceases to do business as a going concern; (vi) any Equipment is illegally used; (vii) if Lessee or any Guarantor is a natural person, any death or incompetency of Lessee or such Guarantor; (viii) a petition is filed by or against Lessee or any Guarantor under any bankruptcy or insolvency laws and in the event of an involuntary petition, the petition is not dismissed, within forty-five (45) days of the filing date; (ix) Lessee default under any other material obligation for (A) borrowed money, (B) the deferred purchase price of property, or (C) payments due under the lease agreement; (x) there is any dissolution, termination or existence, merger, consolidation or change in controlling ownership or Lessee or any Guarantor, but not to include an initial public offering, or any other stock offering, preferred to common, in which the primary purpose is to raise cash equity; or (xi) there is a material adverse change in the Lessee's financial condition. The default declaration shall apply to all Schedules unless specifically excepted by Lessor.

(b) After a default, at the request of Lessor, Lessee shall comply with the provisions of Section 9(a) and the following provisions shall apply also. Lessee hereby authorizes Lessor to

peacefully enter any premises where any Equipment may be and take possession of the Equipment. Lessee shall immediately pay to Lessor without further demand as liquidated damages for loss of a bargain and not as a penalty, the Stipulated Loss Value of the Equipment (calculated as of the rent payment date prior to the declaration of default), and all rents and other sums then due under this Agreement and all Schedules. Lessor may terminate this Agreement as to any or all of the Equipment. A termination shall occur only upon written notice by Lessor to Lessee and only as to the units of Equipment specified in any such notice. Lessor may, but shall not be required to, sell Equipment at private or public sale, in bulk or in parcels, with or without notice, and without having the Equipment present at the place of sale. Lessor may also, but shall not be required to, lease, otherwise dispose of or keep idle all or part of the Equipment. Lessor may use Lessee's premises for a reasonable period of time for any or all of the purposes stated above without liability for rent, costs, damages or otherwise. The proceeds of sale, lease or other disposition, if any, shall be applied in the following order of priorities: (i) to pay all of Lessor's costs, charges and expenses incurred in taking, removing, holding, repairing and selling, leasing or otherwise disposing of Equipment; then (ii) to the extent not previously paid by Lessee, to pay Lessor all sums due from Lessee under this Agreement; then (iii) to reimburse to Lessee any sums previously paid by Lessee as liquidated damages; and then (iv) to Lessee, if there exists any surplus. Lessee shall immediately pay any deficiency in (i) and (ii) above.

(c) The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute. Lessee waives notice of sale or other disposition (and the time and place thereof), and the manner and place of any advertising. Lessee shall pay Lessor's actual attorney's fees incurred in connection with the enforcement, assertion, defense or preservation of Lessor's rights and remedies under this Agreement, or if prohibited by law, such lesser sum as may be permitted. Waiver of any default shall not be a waiver of any other or subsequent default.

(d) Any default under the terms of this or any other agreement between Lessor and Lessee may be declared by Lessor a default under this and any such other agreement.

11. ASSIGNMENT: LESSEE SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER OR SUBLET ANY EQUIPMENT OR THE INTEREST OF LESSEE IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Lessor may, without the consent of Lessee, assign this Agreement, any Schedule or the right to enter into a Schedule. Lessee agrees

that is Lessee receives written notice of an assignment from Lessor, Lessee will pay all rent and all other amounts payable under any assigned Schedule to such assignee or as instructed by Lessor. Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee. Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever.

12. NET LEASE: Lessee is unconditionally obligated to pay all rent and other amounts due for the entire lease term no matter what happens, even if the Equipment is damaged or destroyed, if it is defective or if Lessee no longer can use it. Lessee is not entitled to reduce or set-off against rent or other amounts due to Lessor or to anyone to whom Lessor assigns this Agreement or any Schedule whether Lessees claim arises out of this Agreement, any Schedule, any

statement by Lessor, Lessor's liability of any manufacturers liability, strict liability, negligence or otherwise.

13. INDEMNIFICATION:

(a) Lessee hereby agrees to indemnify Lessor, its agents, employees, successors and assigns (on an after tax basis) from and against any and all losses, damages, penalties, injuries, claims, actions and suits, including legal expenses, of whatsoever kind and nature arising out of or relating to the Equipment or this Agreement, except to the extent the losses, damages, penalties, injuries, claims, actions, suits or expenses result from Lessor's gross negligence or willful misconduct ("CLAIMS"). This indemnity shall include, but is not limited to, Lessor's strict liability in tort and Claims, arising out of (i) the selection, manufacture, purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of this Agreement, and the delivery, lease, possession, maintenance, uses, condition, return or operation of Equipment (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee and any claim for patent, trademark or copyright infringement or environmental damage) or (ii) the condition of Equipment sold or disposed of after use by Lessee, any sublessee or employees of Lessee. Lessee shall, upon request, defend any actions based on, or arising out of, any of the foregoing.

(b) All of Lessor's rights, privileges and indemnities contained in this Section 13 shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Lessor, its successors and assigns.

14. DISCLAIMER: LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE EQUIPMENT LEASED UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. All such risks, as between Lessor and Lessee, are to be borne by Lessee. Without limiting the foregoing, Lessor shall have no responsibility or liability to Lessee or any other person with respect to any of the following: (i) any liability, loss or damage caused or alleged to be caused directly or indirectly by any Equipment, any inadequacy thereof, any deficiency or defect (latent or otherwise) of the Equipment, or any other circumstance in connection with the Equipment; (ii) the use, operation or performance of any Equipment or any risks relating to it, (iii) any interruption of service, loss of business or anticipated profits or consequential damages; or (iv) the delivery, operation, servicing, maintenance, repair, improvement or replacement of any Equipment. If, and so long as, no default exists under this Agreement, Lessee shall be, and hereby is, authorized during the term of this Agreement to assert and enforce, whatever claims and rights Lessor may have against any Supplier of the Equipment at Lessee's sole cost and

expense, in the name of and for the account of Lessor and/or Lessee, as their interests may appear.

15. REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee makes each of the following representations and warranties to Lessor on the date hereof and on the date of execution of each Schedule:

(a) Lessee has adequate power and capacity to enter into, and perform under, this Agreement and all related documents (together, the "DOCUMENTS"). Lessee is duly qualified to do business wherever necessary to carry on its present business and operations, including the jurisdiction(s) where the Equipment is or is to be located.

(b) The Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms, except to the extent that the enforcement of remedies may be limited under applicable bankruptcy and insolvency laws.

(c) No approval, consent or withholding of objections is required from any governmental authority or entity with respect to the entry into or performance by Lessee of the Documents except such as have already been obtained.

(d) The entry into and performance by Lessee of the Documents will not: (i) violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's Certificate of Incorporation or bylaws; or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Agreement) to which Lessee is a party,

(e) There are no suits or proceedings pending or threatened in court or before any commission, board or other administrative agency against or affecting Lessee, which if decided against Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Agreement.

(f) The Equipment accepted under any Certificate of Acceptance is and will remain tangible personal property.

(g) Each financial statement delivered to Lessor has been prepared in accordance with generally accepted accounting principles consistently applied. Since the date of the most recent financial statement, there has been no material adverse change.

(h) Lessee's exact legal name is as set forth in the first sentence of this Agreement and Lessee is and will be at all times validly existing and in good standing under the laws of the State of its incorporation (specified in the first sentence of this Agreement).

(i) The Equipment will at all times be used for commercial or business purposes.

(j) Lessee is and will remain in full compliance with all laws and regulations applicable to it including, without limitation,' (i) ensuring that no person who owns a controlling interest in or

otherwise controls Lessee is or shall be (Y) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (Z) a person designated under Section 1(b), (c) or (d) of

Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (ii) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

16. OWNERSHIP FOR TAX PURPOSES, GRANT OF SECURITY INTEREST; USURY SAVINGS:

(a) For income tax purposes, the parties hereto agree that it is their mutual intention that Lessee shall be considered the owner of the Equipment. Accordingly, Lessor agrees (i) to treat Lessee as the owner of the Equipment on Its federal income tax return, (ii) not to take actions or positions inconsistent with such treatment on or with respect to its federal income tax return, and (iii) not to claim any tax benefits available to an owner of the Equipment on or with respect to its federal income tax return. The foregoing undertakings by Lessor shall not be violated by Lessor's taking a tax position inconsistent with the foregoing sentence to the extent such a position is required by law or is taken through inadvertence so long as such inadvertent tax position is reversed by Lessor promptly upon its discovery, Lessor shall in no event be liable to Lessee if Lessee fails to secure any of the tax benefits available to the owner of the Equipment.

(b) Lessee hereby grants to Lessor a first security interest in the Equipment, together with all additions, attachments, accessions, accessories and accessions thereto whether or not furnished by the Supplier of the Equipment and any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or other proceeds of the property in and against which a security interest is granted hereunder. This security interest is given to secure the payment and performance of all debts, obligations and liabilities of any kind whatsoever of Lessee to Lessor, now existing or arising in the future under this Agreement or any Schedules attached hereto, and any renewals, extensions and modifications of such debts, obligations and liabilities.

(c) It is the intention of the parties hereto to comply with any applicable usury laws to the extent that any Schedule is determined to be subject to such laws; accordingly, it is agreed that, notwithstanding any provision to the contrary in any Schedule or this Agreement, in no event shall any Schedule require the payment or permit the collection of interest in excess of the maximum amount permitted by applicable law. If any such excess interest is contracted for, charged or received under any Schedule or this Agreement, or in the event that all of the principal balance shall be prepaid, so that under any of such circumstances the amount of interest contracted for, charged or received under any Schedule or this Agreement shall exceed the maximum amount of interest permitted by applicable law, then in such event (i) the provisions of this paragraph shall govern and control, (ii) neither Lessee nor any other person or entity now or hereafter liable for the payment hereof shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by applicable law, (iii) any such excess which may have been collected shall be either applied as a credit against the then unpaid principal balance or refunded to Lessee, at the option of' the Lessor, and (iv) the effective rate of interest shall be automatically reduced to the maximum lawful contract rate

allowed under applicable law as now or hereafter construed by the courts having jurisdiction thereof. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest contracted for, charged or received under any Schedule or this Agreement which are made for the purpose of determining whether such rate exceeds the maximum lawful contract rate, shall be made, to the extent permitted by applicable law, by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of the indebtedness evidenced hereby, all interest at any time contracted for, charged or received from Lessee or otherwise by Lessor in connection with such indebtedness; provided, however, that if any applicable state law is amended or the law of the United States of America preempts any applicable state law, so that it becomes lawful for Lessor to receive a greater interest per annum rate than is presently allowed, the Lessee agrees that, on the effective

date of such amendment or preemption, as the case may be, the lawful maximum hereunder shall be increased to the maximum interest per annum rate allowed by the amended state law or the law of the United States of America.

17. EARLY TERMINATION:

(a) On or after the First Termination Date (specified in the applicable Schedule), Lessee may, so long as no default exists hereunder, terminate this Agreement as to all (but not less than alt) of the Equipment on such Schedule as of a rent payment date ("TERMINATION DATE"). Lessee must give Lessor at least ninety (90) days prior written notice of the termination.

(b) Lessee shall, and Lessor may, solicit cash bids for the Equipment on an AS IS, WHERE IS BASIS without recourse to or warranty from Lessor, express or implied ("AS IS BASIS"). Prior to the Termination Date, Lessee shall (i) certify to Lessor any bids received by Lessee and (ii) pay to Lessor (A) the Termination Value (calculated as of the rent due on the Termination Date) for the Equipment, and (8) all rent and other sums due and unpaid as of the Termination Date.

(c) If all amounts due hereunder have been paid on the Termination Date, Lessor shall (i) sell the Equipment on an AS IS BASIS for cash to the highest bidder and (ii) refund the proceeds of such sale (net of any related expenses) to Lessee up to the amount of the Termination Value. If such sale is not consummated, no termination shall occur and Lessor shall refund the Termination Value (less any expenses incurred by Lessor) to Lessee.

(d) Notwithstanding the foregoing, Lessor may elect by written notice, at any time prior to the Termination Date, not to sell the Equipment. In that event, on the Termination Date Lessee shall (i) return the Equipment (in accordance with Section 9) and (ii) pay to Lessor all amounts required under Section 17(b) less the amount of the highest bid certified by Lessee to Lessor.

18. EARLY PURCHASE OPTION:

(a) Lessee may purchase on an AS IS BASIS all (but not less than all) of the Equipment on any Schedule on any Rent Payment Date after the First Termination Date specified in the applicable Schedule but prior to the last Rent Payment Date of such Schedule (the "EARLY PURCHASE DATE"), for a price equal to (i) the Termination Value (calculated as of the Early Purchase Date) for the Equipment, and (ii) all rent and other sums due and unpaid as of the Early

Purchase Date (the "EARLY OPTION PRICE"), plus all applicable sales taxes. Lessee must notify Lessor of its intent to purchase the Equipment in writing at least thirty (30) days, but not more than two hundred seventy (270) days, prior to the Early Purchase Date. If Lessee is in default or if the Schedule or this Agreement has already been terminated, Lessee may not purchase the Equipment. (The purchase option granted by this subsection shall be referred to herein as the "EARLY PURCHASE OPTION").

(b) If Lessee exercises its Early Purchase Option, then on the Early Purchase Date, Lessee shall pay to Lessor any rent and other sums due and unpaid on the Early Purchase Date and Lessee shall pay the Early Option Price, plus all applicable sales taxes, to Lessor in cash.

19. END OF LEASE PURCHASE OPTION: Lessee may, at lease expiration, purchase all (but not less than all) of the Equipment on any Schedule on an AS IS BASIS for cash equal to the amount indicated on such Schedule (the "OPTION PAYMENT"), plus all applicable sales taxes. The Option Payment, plus all applicable sales taxes, shall be due and payable in immediately available funds on the expiration date of such Schedule. Lessee must notify Lessor of its intent to purchase the Equipment in writing at least one hundred eighty (180) days prior to the expiration date of the Schedule. If Lessee is in default, or if the Schedule or this Agreement has already been terminated, Lessee may not purchase the Equipment.

20. MISCELLANEOUS:

(a) LESSEE AND LESSOR UNCONDITIONALLY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN LESSEE AND LESSOR RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN LESSEE AND LESSOR. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. THIS WAIVER IS IRREVOCABLE. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THE WAIVER ALSO SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, ANY RELATED DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THIS TRANSACTION OR ANY RELATED TRANSACTION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) Any cancellation or termination by Lessor of this Agreement, any Schedule, supplement or amendment hereto, or the lease of any Equipment hereunder shall not release Lessee from any then outstanding obligations to Lessor hereunder. All Equipment shall at all times remain personal property even though it may be attached to real property. The Equipment shall not become part of any other property by reason of any installation in, or attachment to, other real or personal property.

(c) Time is of the essence of this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement Lessee agrees, upon Lessor's

request, to execute, or otherwise authenticate, any document, record or instrument necessary or expedient for filing, recording or perfecting the interest of Lessor or to carry out the intent of this Agreement. In addition, Lessee hereby authorizes Lessor to file a financing statement and amendments thereto describing the Equipment described in any and all Schedules now and hereafter executed pursuant hereto and adding any other collateral described therein and containing any other information required by the applicable Uniform Commercial Code. Lessee irrevocably grants to Lessor the power to sign Lessee's name and generally to act on behalf of Lessee to execute and file financing statements and other documents pertaining to any or all of the Equipment. Lessee hereby ratifies its prior authorization for Lessor to file financing statements and amendments thereto describing the Equipment and containing any other information required by any applicable law (including without limitation the Uniform Commercial Code) if filed prior to the date hereof. All notices required to be given hereunder shall be deemed adequately given if sent by registered or certified mail to the addressee at its address stated herein, or at such other place as such addressee may have specified in writing. This Agreement and any Schedule and Annexes thereto constitute the entire agreement of the parties with respect to the subject matter hereof. NO VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS OR CONDITIONS, SHALL BE VALID UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTIES HERETO.

(d) If Lessee does not comply with any provision of this Agreement, Lessor shall have the right, but shall not be obligated, to effect such compliance, in whole or in part. All reasonable amounts spent and obligations incurred or assumed by Lessor in effecting such compliance shall constitute additional rent due to Lessor. Lessee shall pay the additional rent within ten (10) days after the date Lessor sends notice to Lessee requesting payment Lessor's effecting such compliance shall not be a waiver of Lessee's default.

(e) Any rent or other amount not paid to Lessor when due shall bear interest, from the due date until paid, at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law. Any provisions in this Agreement and any Schedule that are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto. Notwithstanding anything to the contrary contained in this Agreement or any Schedule, in no event shall

this Agreement or any Schedule require the payment or permit the collection of amounts in excess of the maximum permitted by applicable law.

(f) Lessee hereby irrevocably authorizes Lessor to adjust the Capitalized Lessor's Cost up or down by no more than ten percent [10%] within each Schedule to account for equipment change orders, equipment returns, invoicing errors, and similar matters. Lessee acknowledges and agrees that the rent shall be adjusted as a result of the change in the Capitalized Lessor's Cost. Lessor shall send Lessee a written notice stating the final Capitalized Lessor's Cost, if it has changed.

(g) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, REGARDLESS OF THE LOCATION OF THE EQUIPMENT.

(h) Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement, any Schedule, supplement or amendment hereto, of the lease of any Equipment hereunder, shall not release Lessee from any then outstanding obligations to Lessor hereunder.

(i) To the extent that any Schedule would constitute chattel paper, as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction, no security interest therein may be created through the transfer or possession of this Agreement in and of itself without the transfer or possession of the original of a Schedule executed pursuant to this Agreement and incorporating this Agreement by reference; and no security interest in this Agreement and a Schedule may be created by the transfer or possession of any counterpart of the Schedule other than the original thereof, which shall be identified as the document marked Original and all other counterparts shall be marked Duplicate.

(j) Each party hereto agrees to keep confidential, the terms and provisions of the Documents and the transactions contemplated hereby and thereby (collectively, the "TRANSACTIONS"), except that each party may make disclosure to the extent required by law and Lessee may make confidential disclosure to its significant investors, potential business partners and/or potential investors. Notwithstanding the foregoing, the obligations of confidentiality contained herein, as they relate to the Transactions, shall not apply to the federal tax structure or federal tax treatment of the Transactions, and each party hereto (and any employee, representative, or agent of any party hereto) may disclose to any and all persons, without limitation of any kind, the federal tax structure and federal tax treatment of the Transactions. The preceding sentence is intended to cause each Transaction to be treated as not having been offered under conditions of confidentiality for purposes of Section I.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Internal Revenue Code of 1986, as amended, and shall be construed in a manner consistent with such purpose. In addition, each party hereto acknowledges that it has no proprietary or exclusive rights to the federal tax structure of the Transactions or any federal tax matter or federal tax idea related to the Transactions.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
GENERAL ELECTRIC CAPITAL CORPORATION	SYNTA PHARMACEUTICALS CORP.
By: /s/ JOHN EDEL	By: /s/ KEITH EHRLICH
Name: John Edel	Name: Keith Ehrlich

Title: SVP Title: VP of Finance and Administration

EQUIPMENT CONCENTRATION RIDER

SYNTA PHARMACEUTICALS CORP. ("Customer"), on or before October 19, 2005, shall cause the composition and mix of Equipment financed after November 10, 2004 under the Master Lease Agreement dated as of November 10, 2004 between Customer and General Electric Capital Corporation to conform to and meet the following concentration requirements (hereinafter "Concentration Requirements") for each class of Equipment (hereinafter "Equipment Class") as identified and set forth below. Customer herein represents and warrants that it shall maintain each such Equipment Class and its respective Concentration Requirement from and after such above referenced date and continuing thereafter to the end of the term:

EQUIPMENT CLASS	CONCENTRATION REQUIREMENT
Laboratory & scientific equipment:	Minimum of 60%
General Office equipment, Computers & similar:	Maximum of 15%
Soft costs (leaseholds, software, & similar):	Maximum of 25%

Accepted and Agreed:

SYNTA PHARMACEUTICALS CORP.

By: /s/ KEITH EHRLICH

Title: VP of Finance and Administration

Date: 11/11/04

EQUIPMENT SCHEDULE
(QUASI LEASE - FIXED RATE)
SCHEDULE NO. 001
DATED THIS 11/23/04
TO MASTER LEASE AGREEMENT
DATED AS OF NOVEMBER 10, 2004

LESSOR & MAILING ADDRESS:
GENERAL ELECTRIC CAPITAL CORPORATION
83 WOOSTER HEIGHTS RD. 5TH FLOOR
DANBURY, CT 06810

LESSEE & MAILING ADDRESS:
SYNTA PHARMACEUTICALS CORP.
45 HARTWELL AVENUE
LEXINGTON, MA 02421

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("Agreement", said Agreement and this Schedule being collectively referred to as

"Lease"). This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. EQUIPMENT: Subject to the terms and conditions of the Lease. Lessor agrees to lease to Lessee the Equipment described below (the "Equipment").

NUMBER LESSOR'S COST	CAPITALIZED MANUFACTURER	SERIAL NUMBERS	YEAR/MODEL AND TYNE OF EQUIPMENT

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

B. FINANCIAL TERMS

1. Advance Rent (if any): $32,496.60.
2. Capitalized Lessor's Cost: $1,025,044.09.
3. Basic Term (No. of Months): THIRTY SIX (36) Months.
4. Basic Term Lease Rate Factor: 3.170264.
5. Basic Term Commencement Date: 12/01/04
6. Lessee Federal Tax ID No.: 04-3508648.
7. Last Delivery Date: 11/23/04
8. Daily Lease Rate Factor: .1057.
9. Interest Rate: 9.32% per annum.
10. Option Payment: $1.00

11. First Termination Date: N/A (-) months after the Basic Term Commencement Date.

12. Interim Rent: For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("INTERIM PERIOD"), Lessee shall pay as rent (" INTERIM RENT") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on Basic Term Commencement Date.

13. Basic Term Rent. Commencing on 12/01/04 and on the same day of each month thereafter (each, a "RENT PAYMENT DATE") during the Basic Term, Lessee shall pay as rent ("BASIC TERM RENT") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

14. Lessee agrees and acknowledges that the Capitalized Lessor's Cost of the Equipment as stated on the Schedule is equal to the fair market value of the Equipment on the date hereof.

C. INTEREST RATE: Interest shall accrue from the Lease Commencement Date through and including the date of termination of the Lease.

D. PROPERTY TAX

PROPERTY TAX NOT APPLICABLE ON EQUIPMENT LOCATED IN MASSACHUSETTS.

Lessor may notify Lessee (and Lessee agrees to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

E. ARTICLE 2A NOTICE

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING

DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS VARIOUS (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR OF REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHT'S AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

F. STIPULATED LOSS AND TERMINATION VALUE TABLE*

Rental Basic	Termination Value Percentage	Stipulated Loss Value Percentage	Rental	Termination Value Percentage	Stipulated Loss Value Percentage
1	99.830	103.748	19	53.306	55.803
2	97.412	101.251	20	50.526	52.945
3	94.975	98.735	21	47.725	50.064
4	92.519	96.200	22	44.902	47.163
5	90.044	93.646	23	42.057	44.239
6	87.549	91.073	24	39.190	41.293
7	85.036	88.481	25	36.301	38.325
8	82.503	85.868	26	33.390	35.334
9	79.950	83.237	27	30.455	32.321
10	77.377	80.585	28	27.498	29.285
11	74.785	77.914	29	24.518	26.226
12	72.172	75.222	30	21.515	23.144
13	69.539	72.510	31	18.489	20.039
14	66.885	69.778	32	15.439	16.910
15	64.211	67.024	33	12.365	13.757
16	61.516	64.251	34	9.268	10.581
17	58.801	61.456	35	6.146	7.380
18	56.064	58.640	36	3.000	4.155

*The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

G. PAYMENT AUTHORIZATION

You are hereby irrevocably authorized and directed to deliver and apply the proceeds due under this Schedule as follows:

COMPANY NAME	ADDRESS	AMOUNT
Synta Pharmaceuticals Corp.	45 Hartwell Ave. Lexington. MA	$ 1,002,924.52
GE (Advance Rental)	83 Wooster Heights Rd, Danbury, CT	$ 22,119.57*

*$12,500 from your Good Faith Deposit will be applied as follows:
$2,122.97 (Interim Interest)
$10,377.03 (Balance of Advance Rental)

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

PURSUANT TO THE PROVISIONS OF THE LEASE, AS IT RELATES TO THIS SCHEDULE, LESSEE HEREBY CERTIFIES AND WARRANTS THAT (i) ALL EQUIPMENT LISTED ABOVE IS IN GOOD CONDITION AND APPEARANCE, HAS BEEN DELIVERED AND INSTALLED (IF APPLICABLE) AS OF THE DATE STATED ABOVE AND IN WORKING ORDER, AND COPIES OF THE BILL(S) OF LADING OR OTHER DOCUMENTATION ACCEPTABLE TO LESSOR WHICH SHOW THE DATE OF DELIVERY ARE ATTACHED HERETO; (ii) LESSEE HAS INSPECTED THE EQUIPMENT, AND ALL SUCH TESTING AS IT DEEMS NECESSARY HAS BEEN PERFORMED BY LESSEE, SUPPLIER OR THE MANUFACTURER; AND (iii) LESSEE ACCEPTS THE EQUIPMENT FOR ALL PURPOSES OF THE LEASE AND ALL ATTENDANT DOCUMENTS.

LESSEE DOES FURTHER CERTIFY THAT AS OF THE DATE HEREOF (i) LESSEE IS NOT IN DEFAULT UNDER THE LEASE; AND (ii) THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE PURSUANT TO OR UNDER THE LEASE ARE TRUE AND CORRECT ON THE DATE HEREOF.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR:	LESSEE:
GENERAL ELECTRIC CAPITAL CORPORATION	SYNTA PHARMACEUTICALS CORP.
By: /s/ JOHN EDEL	By: /s/ KEITH EHRLICH
Name: John Edel	Name: Keith Ehrlich
Title: SVP	Title: VP of Finance and Administration

EQUIPMENT SCHEDULE
(Quasi Lease - Fixed Rate)
SCHEDULE NO. 002
DATED THIS 11/23/04
TO MASTER LEASE AGREEMENT
DATED AS OF NOVEMBER 10, 2004

LESSOR & MAILING ADDRESS:	LESSEE & MAILING ADDRESS:
GENERAL ELECTRIC CAPITAL CORPORATION	SYNTA PHARMACEUTICALS CORP.
83 WOOSTER HEIGHTS RD. 5TH FLOOR	45 HARTWELL AVENUE
DANBURY, CT 06810	LEXINGTON, MA 02421

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, and capitalized terms not defined herein shall have the meanings assigned to them in, the Master Lease Agreement identified above ("AGREEMENT", said Agreement and this Schedule being collectively referred to as "LEASE"). This Schedule, incorporating by reference the Agreement, constitutes a separate instrument of lease.

A. EQUIPMENT: Subject to the terms and conditions of the Lease, Lessor agrees to lease to Lessee the Equipment described below (the "EQUIPMENT").

NUMBER OF UNITS	CAPITALIZED LESSOR'S COST	MANUFACTURER	SERIAL NUMBERS	YEAR/MODEL AND TYPE OF EQUIPMENT

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

B. FINANCIAL TERMS

1. Advance Rent (if any): $7,288.65.
2. Capitalized Lessor's Cost: $292,307.59.
3. Basic Term (No. of Months): FORTY EIGHT (48) Months.
4. Basic Term Lease Rate Factor: 2.493487.
5. Basic Term Commencement Date: 12/01/04.
6. Lessee Federal Tax ID No: 04-3508648.
7. Last Delivery Date: 11/23/04.
8. Daily Lease Rate Factor: .0831.
9. Interest Rate: 9.52% per annum.
10. Option Payment: $1.00

11. First Termination Date: N/A(-) months after the Basic Term Commencement Date.

12. Interim Rent: For the period from and including the Lease Commencement Date to the Basic Term Commencement Date ("INTERIM PERIOD"), Lessee shall pay as rent ("INTERIM RENT") for each unit of Equipment, the product of the Daily Lease Rate Factor times the Capitalized Lessor's Cost of such unit times the number of days in the Interim Period. Interim Rent shall be due on Basic Term Commencement Date.

13. Basic Term Rent. Commencing on 12/01/04 and on the same day of each month thereafter (each, a "RENT PAYMENT DATE") during the Basic Term, Lessee shall pay as rent ("BASIC TERM RENT") the product of the Basic Term Lease Rate Factor times the Capitalized Lessor's Cost of all Equipment on this Schedule.

14. Lessee agrees and acknowledges that the Capitalized Lessor's Cost of the Equipment as stated on the Schedule is equal to the fair market value of the Equipment on the date hereof.

C. INTEREST RATE: Interest shall accrue from the Lease Commencement Date through and including the date of termination of the Lease.

D. PROPERTY TAX

PROPERTY TAX NOT APPLICABLE ON EQUIPMENT LOCATED IN MASSACHUSETTS.

Lessor may notify Lessee (and Lessee agrees to follow such notification) regarding any changes in property tax reporting and payment responsibilities.

E. ARTICLE 2A NOTICE

IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE APPLICABLE STATE, LESSOR HEREBY MAKES THE FOLLOWING

DISCLOSURES TO LESSEE PRIOR TO EXECUTION OF THE LEASE, (A) THE PERSON(S) SUPPLYING THE EQUIPMENT IS VARIOUS (THE "SUPPLIER(S)"), (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES, INCLUDING THOSE OF ANY THIRD PARTY, PROVIDED TO THE LESSOR BY SUPPLIER(S), WHICH IS SUPPLYING THE EQUIPMENT IN CONNECTION WITH OR AS PART OF THE CONTRACT BY WHICH LESSOR ACQUIRED THE EQUIPMENT AND (C) WITH RESPECT TO SUCH EQUIPMENT, LESSEE MAY COMMUNICATE WITH SUPPLIER(S) AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF THEM OR 0F REMEDIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE IN ARTICLE 2A AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE WHICH MAY LIMIT OR MODIFY ANY OF LESSOR'S RIGHTS OR REMEDIES UNDER THE DEFAULT AND REMEDIES SECTION OF THE AGREEMENT.

F. STIPULATED LOSS AND TERMINATION VALUE TABLE*

Rental Basic	Termination Value Percentage	Stipulated Loss Value Percentage	Rental	Termination Value Percentage	Stipulated Loss Value Percentage
1	100.507	104.445	25	55.234	57.732
2	98.787	102.665	26	53.155	55.593
3	97.053	100.871	27	51.059	53.437
4	95.306	99.064	28	48.947	51.265
5	93.545	97.243	29	46.818	49.076
6	91.769	95.407	30	44.672	46.870
7	89.980	93.558	31	42.509	44.647
8	88.177	91.695	32	40.329	42.407
9	86.359	89.817	33	38.132	40.150
10	84.527	87.925	34	35.917	37.875
11	82.680	86.018	35	33.685	35.583
12	80.819	84.097	36	31.435	33.273
13	78.943	82.161	37	29.167	30.945
14	77.052	80.210	38	26.881	28.599
15	75.146	78.244	39	24.577	26.235
16	73.224	76.262	40	22.254	23.852
17	71.288	74.266	41	19.914	21.452
18	69.336	74.254	42	17.554	19.032
19	67.369	70.227	43	15.176	16.594
20	65.386	68.184	44	12.780	14.138
21	63.386	66.126	45	10.364	11.662
22	61.373	64.051	46	7.929	9.167
23	59.343	61.961	47	5.474	6.652
24	57.297	59.855	48	3.000	4.118

* The Stipulated Loss Value or Termination Value for any unit of Equipment shall be the Capitalized Lessor's Cost of such unit multiplied by the appropriate percentage derived from the above table. In the event that the Lease is for any reason extended, then the last percentage figure shown above shall control throughout any such extended term.

G. PAYMENT AUTHORIZATION

You are hereby irrevocably authorized and directed to deliver and apply the proceeds due under this Schedule as follows:

COMPANY NAME	ADDRESS	AMOUNT
Synta Pharmaceuticals Corp.	45 Hartwell Ave. Lexington, MA	$ 284,400.55
GE (Interim Interest)	83 Wooster Heights Rd, Danbury, CT	$ 618.39
GE (Advance Rental)	83 Wooster Heights Rd, Danbury, CT	$ 7,288.65

This authorization and direction is given pursuant to the same authority authorizing the above-mentioned financing.

PURSUANT TO THE PROVISIONS OF THE LEASE, AS IT RELATES TO THIS SCHEDULE, LESSEE HEREBY CERTIFIES AND WARRANTS THAT (i) ALL EQUIPMENT LISTED ABOVE IS IN GOOD CONDITION AND APPEARANCE, HAS BEEN DELIVERED AND INSTALLED (IF APPLICABLE) AS OF THE DATE STATED ABOVE AND IN WORKING ORDER, AND COPIES OF THE BILL(S) OF LADING OR OTHER DOCUMENTATION ACCEPTABLE TO LESSOR WHICH SHOW THE DATE OF DELIVERY ARE ATTACHED HERETO; (ii) LESSEE HAS INSPECTED THE EQUIPMENT, AND ALL SUCH TESTING AS IT DEEMS NECESSARY HAS BEEN PERFORMED BY LESSEE, SUPPLIER OR THE MANUFACTURER; AND (iii) LESSEE ACCEPTS THE EQUIPMENT FOR ALL PURPOSES OF THE LEASE AND ALL ATTENDANT DOCUMENTS.

LESSEE DOES FURTHER CERTIFY THAT AS OF THE DATE HEREOF(i) LESSEE IS NOT IN DEFAULT UNDER THE LEASE; AND (ii) THE REPRESENTATIONS AND WARRANTIES MADE BY LESSEE PURSUANT TO OR UNDER THE LEASE ARE TRUE AND CORRECT ON THE DATE HEREOF.

Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect. This Schedule is not binding or effective with respect to the Agreement or Equipment until executed on behalf of Lessor and Lessee by authorized representatives of Lessor and Lessee, respectively.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Schedule to be executed by their duly authorized representatives as of the date first above written.

LESSOR	LESSEE:
GENERAL ELECTRIC CAPITAL CORPORATION	SYNTA PHARMACEUTICALS CORP.
By: /s/ John Edel	By: /s/ Keith Ehrlich
Name: JOHN EDEL	Name: KEITH EHRLICH
TITLE: SVP	Title: V.P. Finance & Administration

EXHIBIT A, ACCOUNT # 4158939-001

COMPANY NAME: SYNTA PHARMACEUTICALS CORP.
EQUIPMENT LOCATION: A:- 45 Hartwell Ave, Lexington, MA 02421-3102.
B:- 6A, PRESTON COURT, BEDFORD, MA-07130
C:- 125 Hartwell Ave, Lexington, MA 02421-3102.

INV. ITEM	SUPPLIER #	INVOICE	INV. DATE	DESCRIPTION	QTY	SERIAL #	[ILLEGIBLE]
	PC CONNECTION	35892386	11/18/03	IBM Thinkpad Labtop and LCD screen with attachments		1S2379D3UKPA1520	
			11/18/03	Freight			
		36245703	02/12/04	IBM Thinkpad laptop with attachments	1	1S2378DHU99D3135	
			02/12/04	Freight			
		36309791	03/01/04	IBM Thinkpad laptop with attachments	1	1S2885PWU99D8840	
			03/01/04	Freight			
		36387290	03/19/04	Catalyst 4000 w/port and			

			other attachments	1		
		03/19/04	Freight			
	36537182	04/22/04	IBM Thinkpad computer	1	1S237372U99M2B5	
		04/22/04	Freight			
	36537165	04/22/04	3 IBM Thinkpad computers with attachments	1	1S237372UKP2G6TM/1S2885	
		04/22/04	Freight			
	36566609	04/30/04	IBM Thinkpad computer with remote navigator	1	1S237372U994L2LO	
		04/30/04	Freight			
	36581784	05/05/04	2 IBM Thinkpad computers with attachments	2	1S237372U994MOT7, 0W4	
		05/05/04	Freight			
	36872064	07/21/04	3 IBM Thinkpad computers with attachments	3	1S23738DHU99BV848, BV62	
		07/21/04	Freight			
	36667358	05/28/04	2 IBM Thinkpad computers	2	1S23738DHU99BD703,705	
		05/28/04	Freight			
	36795030	06/30/04	IBM Thinkpad computer	1	1S2885PWU99D9434	
		06/30/04	Freight			
	36845874	07/14/04	Powerlite ANSI LUMENS - V11H158020			
		07/14/04	Freight			
	36848861	07/14/04	2 IBM Thinkpad computers with attachments	2	1S237BDHU99B1777,7BO	
		07/14/04	Freight			
	36902567	07/29/04	HP Laserjet and Epson Inkjet printers	1		
			Freight			
	37004807	08/26/04	Proliant DL 360 server	1	M014LGP335	
		08/26/04	Freight			
	37055656	09/10/04	IBM Thinkpad computer with attachments		1S2378DGU99C6032	
		09/10/04	Freight			
	37097975	09/22/04	IBM Thinkpad computer with attachments		1S2379EU99RBNMG	
		09/22/04	Freight			
CRC R\PRESS	16102-B1	11/25/03	Dictionary of natural products (CD-ROM)			
UNICOM	315494	12/09/03	Implementation of Internal Network Security - 50% commencement			
	75297	12/12/03	Proliant DL320 G2, memory servers		M02FKVJ61PSS	
		12/12/03	Tax			
	75327	12/15/03	server software			
		12/15/03	Tax			
	315680	12/30/03	Implementation of Internal Network Security - 50% completion			
	81598	06/28/04	[ILLEGIBLE] LaserJet 4650dn printer	1	PCAD00129	
		06/28/04	Tax			
	82326	07/21/04	LaserJet 4300DTN printer	1	CNGY205694	
		07/21/04	Freight			
	83743	08/30/04	Laserjet 4200N printer	1	USGNM500035	
		08/30/04	Tax			
	84399	09/20/04	Xeon 3.06 GHZ Processor	1		
		09/20/04	Tax			
	84439	09/21/04	Proliant DL36 with attachments	1		
		09/21/04	Tax			
	84473	09/22/04	40/80 GB HDD	1		
		09/22/04	Tax			
	84475	09/22/04	40/80 GB HDD	11		
		09/22/04	Tax			
	84507	09/23/04	Softwares and Software license (Excel, Windows) etc	3		
		09/23/04	Tax			
	84571	09/27/04	BACKUP excel for windows	1		
		09/27/04	Tax			
	84573	09/27/04	1024 MB RAM	1		
		09/27/04	Tax			
INSIGHT DIRECT USA	A2361878	01/23/04	IBM Thinkpad laptop with attachments	1	1S2885PWU99D8382	
	93677733	02/09/04	IBM Thinkpad laptop -	1	1S2378DHU99D3627	
		02/09/04	Tax			
	93970572	03/31/04	3 IBM Thinkpad computers with attachments	3	1S2378DHU998G052,080 an	
	94231367	05/14/04	IBM Thinkpad computer	1	1S2885PWU99D9445	

INV. ITEM	SUPPLIER #	INVOICE	INV. DATE	DESCRIPTION	AMT. FINANCED	VENDOR TOTAL	CK #
PC CONNECTION		35892386	11/18/03	IBM Thinkpad Labtop and LCD screen with attachments	$ 2,544.74		55616
			11/18/03	Freight	$ 35.83		
		36245703	02/12/04	IBM Thinkpad laptop with attachments	$ 1,924.06		58812
			02/12/04	Freight	$ 18.41		
		36309791	03/01/04	IBM Thinkpad laptop with attachments	$ 2,574.35		58960
			03/01/04	Freight	$ 49.32		
		36387290	03/19/04	Catalyst 4000 w/port and other attachments	$ 6,636.95		57007
			03/19/04	Freight	$ 69.09		
		36537182	04/22/04	IBM Thinkpad computer	$ 1,951.15		57749
			04/22/04	Freight	$ 16.35		
		36537165	04/22/04	3 IBM Thinkpad computers with attachments	$ 6,742.93		57749
			04/22/04	Freight	$ 36.83		
		36566609	04/30/04	IBM Thinkpad computer with remote navigator	$ 1,854.90		57749
			04/30/04	Freight	$ 12.92		
		36581784	05/05/04	2 IBM Thinkpad computers with attachments	$ 5,335.72		57643
			05/05/04	Freight	$ 178.11		
		36872064	07/21/04	3 IBM Thinkpad computers with attachments	$ 5,673.80		58833
			07/21/04	Freight	$ 36.64		
		36667358	05/28/04	2 IBM Thinkpad computers	$ 3,739.33		58001
			05/28/04	Freight	$ 63.27		
		36795030	06/30/04	IBM Thinkpad computer	$ 3,751.24		58400
			06/30/04	Freight	$ 54.09		

	36845874	07/14/04	Powerlite ANSI LUMENS - V11H158020	$ 3,033.50		58833
		07/14/04	Freight	$ 49.35		
	36848861	07/14/04	2 IBM Thinkpad computers with attachments	$ 3,666.25		58833
		07/14/04	Freight	$ 23.88		
	36902567	07/29/04	HP Laserjet and Epson Inkjet printers	$ 2,147.21		59028
			Freight	$ 69.00		
	37004807	08/26/04	Proliant DL 360 server	$ 3,004.05		59434
		08/26/04	Freight	$ 143.29		
	37055656	09/10/04	IBM Thinkpad computer with attachments	$ 4,627.30		59746
		09/10/04	Freight	$ 73.74		
	37097975	09/22/04	IBM Thinkpad computer with attachments	$ 2,519.85		59885
		09/22/04	Freight	$ 119.92		
CRC R\PRESS	16102-B1	11/25/03	Dictionary of natural products (CD-ROM)	$ 6,630.00		55701
UNICOM	315494	12/09/03	Implementation of Internal Network Security - 50% commencement	$ 6,250.00		56277
	75297	12/12/03	Proliant DL320 G2, memory servers	$ 1,744.00		56277
		12/12/03	Tax	$ 87.20		
	75327	12/15/03	server software	$ 691.00		56277
		12/15/03	Tax	$ 34.55		
	315680	12/30/03	Implementation of Internal Network Security - 50% completion	$ 6,250.00		56277
	81598	06/28/04	[ILLEGIBLE] LaserJet 4650dn printer	$ 2,234.65		58419
		06/28/04	Tax	$ 111.74		
	82326	07/21/04	LaserJet 4300DTN printer	$ 2,412.97		58938
		07/21/04	Freight	$ 120.65		
	83743	08/30/04	Laserjet 4200N printer	$ 1,450.88		59467
		08/30/04	Tax	$ 72.54		
	84399	09/20/04	Xeon 3.06 GHZ Processor	$ 869.48		59770
		09/20/04	Tax	$ 43.47		59920
	84439	09/21/04	Proliant DL36 with attachments	$ 4,901.18		
		09/21/04	Tax	$ 218.75		
	84473	09/22/04	40/80 GB HDD	$ 30.99		
		09/22/04	Tax	$ 1.55		
	84475	09/22/04	40/80 GB HDD	$ 340.88		
		09/22/04	Tax	$ 17.04		
	84507	09/23/04	Softwares and Software license (Excel, Windows) etc	$ 1,579.48		
		09/23/04	Tax	$ 78.97		
	84571	09/27/04	BACKUP excel for windows	$ 1,207.80		
		09/27/04	Tax	$ 60.39		
	84573	09/27/04	1024 MB RAM	$ 455.83		
		09/27/04	Tax	$ 22.79		
INSIGHT DIRECT USA	A2361878	01/23/04	IBM Thinkpad laptop with attachments	$ 2,532.60		56235
	93677733	02/09/04	IBM Thinkpad laptop -	$ 1,890.09		58797
		02/09/04	Tax	$ 93.20		
	93970572	03/31/04	3 IBM Thinkpad computers with attachments	$ 6,250.62		57212
	94231367	05/14/04	IBM Thinkpad computer	$ 2,311.00		57732

INV. ITEM	SUPPLIER #	INVOICE	INV. DATE	DESCRIPTION	PROOF OF PAYMENT	CK AMT.	EQUIP CODE	LOCATION
	PC CONNECTION	35892386	11/18/03	IBM Thinkpad Labtop and LCD screen with attachments	Yes	$ 2,580.57	COMP	45 Hartwell
			11/18/03	Freight			SOFT	
		36245703	02/12/04	IBM Thinkpad laptop with attachments	Yes	$ 1,942.97	COMP	45 Hartwell
			02/12/04	Freight			SOFT	
		36309791	03/01/04	IBM Thinkpad laptop with attachments	Yes	$ 2,623.67	COMP	125 Hartwell
			03/01/04	Freight			SOFT	
		36387290	03/19/04	Catalyst 4000 w/port and other attachments	Yes	$ 8,896.44	COMP	45 Hartwell
			03/19/04	Freight			SOFT	
		36537182	04/22/04	IBM Thinkpad computer	Yes	$ 11,282.20	COMP	45 Hartwell
			04/22/04	Freight			SOFT	
		36537165	04/22/04	3 IBM Thinkpad computers with attachments	Yes	$ 11,282.20	COMP	125 Hartwell
			04/22/04	Freight			SOFT	
		36566609	04/30/04	IBM Thinkpad computer with remote navigator	Yes	$ 11,282.20	COMP	45 Hartwell
			04/30/04	Freight			SOFT	
		36581784	05/05/04	2 IBM Thinkpad computers with attachments	Yes	$ 5,539.14	COMP	45 Hartwell
			05/05/04	Freight			SOFT	
		36872064	07/21/04	3 IBM Thinkpad computers with attachments	Yes	$ 16,376.22	COMP	125 Hartwell
			07/21/04	Freight			SOFT	
		36667358	05/28/04	2 IBM Thinkpad computers	Yes	$ 3,802.00	COMP	125 Hartwell
			05/28/04	Freight			SOFT	
		36795030	06/30/04	IBM Thinkpad computer	Yes	$ 5,327.03	COMP	125 Hartwell
			06/30/04	Freight			SOFT	
		36845874	07/14/04	Powerlite ANSI LUMENS - V11H158020	Yes	$ 16,376.22	OFC	45 Hartwell
			07/14/04	Freight			SOFT	
		36848861	07/14/04	2 IBM Thinkpad computers with attachments	Yes	$ 16,376.22	OFC	125 Hartwell
			07/14/04	Freight			SOFT	
		36902567	07/29/04	HP Laserjet and Epson Inkjet printers	Yes	$ 2,216.21	OFC	125 Hartwell
				Freight			SOFT	
		37004807	08/26/04	Proliant DL 360 server	Yes	$ 5,187.59	COMP	125 Hartwell
			08/26/04	Freight			SOFT	
		37055656	09/10/04	IBM Thinkpad computer with attachments	Yes	$ 4,837.85	COMP	125 Hartwell
			09/10/04	Freight			SOFT	
		37097975	09/22/04	IBM Thinkpad computer with attachments	Yes	$ 4,366.75	COMP	125 Hartwell
			09/22/04	Freight			SOFT	
	CRC R\PRESS	16102-B1	11/25/03	Dictionary of natural products (CD-ROM)	Yes	$ 6,630.00	SOFT	45 Hartwell

UNICOM	315494	12/09/03	Implementation of Internal Network Security - 50% commencement	Yes	$ 15,056.75	SOFT	45 Hartwell
	75297	12/12/03	Proliant DL320 G2, memory servers	Yes	$ 15,056.75	COMP	45 Hartwell
		12/12/03	Tax			SOFT	
	75327	12/15/03	server software	Yes	$ 15,056.75	SOFT	45 Hartwell
		12/15/03	Tax			SOFT	
	315680	12/30/03	Implementation of Internal Network Security - 50% completion	Yes	$ 15,056.75	SOFT	45 Hartwell
	81598	06/28/04	[ILLEGIBLE] LaserJet 4650dn printer	Yes	$ 2,346.59	COMP	45 Hartwell
		06/28/04	Tax			SOFT	
	82326	07/21/04	LaserJet 4300DTN printer	Yes	$ 2,533.62	OFC	45 Hartwell
		07/21/04	Freight			SOFT	
	83743	08/30/04	Laserjet 4200N printer	Yes	$ 1,523.42	OFC	125 Hartwell
		08/30/04	Tax			SOFT	
	84399	09/20/04	Xeon 3.06 GHZ Processor	Yes	$ 2,799.95	COMP	6A Bedford
		09/20/04	Tax	Yes	$ 9,040.66	SOFT	
	84439	09/21/04	Proliant DL36 with attachments			COMP	6A Bedford
		09/21/04	Tax			SOFT	
	84473	09/22/04	40/80 GB HDD			COMP	6A Bedford
		09/22/04	Tax			SOFT	
	84475	09/22/04	40/80 GB HDD			COMP	6A Bedford
		09/22/04	Tax			SOFT	
	84507	09/23/04	Softwares and Software license (Excel, Windows) etc				
		09/23/04	Tax			SOFT	6A Bedford
	84571	09/27/04	BACKUP excel for windows			SOFT	
		09/27/04	Tax			SOFT	6A Bedford
	84573	09/27/04	1024 MB RAM			SOFT	
		09/27/04	Tax			COMP	6A Bedford
						SOFT	
INSIGHT DIRECT USA	A2361878	01/23/04	IBM Thinkpad laptop with attachments				
	93677733	02/09/04	IBM Thinkpad laptop -	Yes	$ 2,532.60	COMP	45 Hartwell
		02/09/04	Tax	Yes	$ 1,983.29	COMP	45 Hartwell
	93970572	03/31/04	3 IBM Thinkpad computers with attachments	Yes	$ 6,250.62	SOFT COMP	45 Hartwell
	94231367	05/14/04	IBM Thinkpad computer	Yes	$ 2,450.72	COMP	45 Hartwell

INITIALS:-

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EXHIBIT A, ACCOUNT # 4158939-001

COMPANY NAME: SYNTA PHARMACEUTICALS CORP.
EQUIPMENT LOCATION: A:- 45 Hartwell Ave, Lexington, MA 02421-3102
B:- 6A, PRESTON COURT, BEDFORD, MA - 01730
C:- 125 Hartwell Ave, Lexington, MA 02421-3102

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	QTY	SERIAL #	[ILLEGIBLE]
			05/14/04	Tax			
			05/14/04	Freight			
		94292203	05/25/04	2 IBM Thinkpad computers	2	1S23734CU994H0G6, KO	
			05/25/04	Tax			
			05/25/04	Freight			
		94475527	06/29/04	2 IBM Thinkpad computers	2	1S2379D6U99C6297, C6418	
			06/29/04	Tax			
			06/29/04	Freight			
		94587327	07/21/04	HP color Laserjet 4650 printer	1	SJPDAB04816	
			07/21/04	Tax			
			07/21/04	Freight			
		94731094	08/17/04	2 IBM Thinkpad computers with attachments	2	1S2373KU4993LYMV, LYNH	
			08/17/04	Tax			
			08/17/04	Freight			
	AGILENT TECHNOLOGIES	100920463	11/04/03	HPLC system with attachments	1		
			11/04/03	HPLC software license + software revision upgrade and module license			
		101028762	02/17/04	HPLC system with attachments	1	DE4052579/JP13213479	
		101064581	03/22/04	Chemistation installation			
		101242774	09/11/04	HPLC System with attachments			
		101254428	09/22/04	Agilent Pump with attachments			
	VWR INTERNATIONAL, INC.	16744077	11/17/03	microfuge 22R 120V	1		
		17145830	01/05/04	OPYS MR MCPLT RDR	1		
		17366381	01/27/04	Microplate Washer			
		19676184	08/26/04	Buchi vacuum pump V-500			
		18822256	06/08/04	vwr freezer gen upright 20.7cf with attachments	1		
	PERKIN ELMER	5300457708	11/27/03	automatic injector for Victor 2 plate	1	299811374	

		11/27/03	Tax			
	5300484289	01/03/04	automatic injector for Victor 2 plate	1	299811397	
		01/03/04	Tax			
VENTANA	2259452	12/02/03	NexES discovery staining module	1		
IONOPTIX CORPORATION	23132	12/09/03	hyperswitch light source and CCD camera	1		
		12/09/03	Ion Wizaed - data display / analysis software			
ALA SCIENTIFIC INSTRUMENTS	6459	12/19/03	EPC-10 system - Sutter MP 285 robotic machine	1		
		12/19/03	Freight			
MOLECULAR DEVICES CORP.	275429	12/22/03	Flexstation II 384 Instrument w/laptop	1	FXX01574	
		12/22/03	Freight			
	281525	04/14/04	Flexstation 384	1	FL3840131	
		04/14/04	Installation and training			
KODAK EASTMAN COMPANY	106516070	12/30/03	Image Station	1	1549674	
		12/30/03	Freight and Tax			
VARIAN	1891234	02/06/04	NMR Probe M300	2	S010009	
	1891245	02/06/04	NMR Probe - installation			
	9008960	04/21/04	NMR probe	1		
PERSONAL CHEMISTRY	1696	03/01/04	Emrys Optimizer Exp	1		
DUPLITRON	117355	03/17/04	Panal Board	1		

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	AMT. FINANCED	VENDOR TOTAL	CK #
			05/14/04	Tax	$ 115.55		
			05/14/04	Freight	$ 24.17		
		94292203	05/25/04	2 IBM Thinkpad computers	$ 3,199.98		57883
			05/25/04	Tax	$ 160.00		
			05/25/04	Freight	$ 8.68		
		94475527	06/29/04	2 IBM Thinkpad computers	$ 2,837.66		58582
			06/29/04	Tax	$ 141.88		
			06/29/04	Freight	$ 9.80		
		94587327	07/21/04	HP color Laserjet 4650 printer	$ 2,361.30		58764
			07/21/04	Tax	$ 118.07		
			07/21/04	Freight	$ 97.19		
		94731094	08/17/04	2 IBM Thinkpad computers with attachments	$ 3,398.00		59398
			08/17/04	Tax	$ 169.90		
			08/17/04	Freight	$ 10.26		
	Agilent Technologies	100920463	11/04/03	HPLC system with attachments	$ 37,958.40		55583
			11/04/03	HPLC software license + software revision upgrade and module license	$ 4,524.30		
		101028762	02/17/04	HPLC system with attachments	$ 68,024.75		56864
		101064581	03/22/04	Chemistation installation	$ 2,737.90		56966
		101242774	09/11/04	HPLC System with attachments	$ 64,823.40		59500
		101254428	09/22/04	Agilent Pump with attachments	$ 12,098.70		59790
	VWR INTERNATIONAL, INC.	16744077	11/17/03	microfuge 22R 120V	$ 4,505.00		55623
		17145830	01/05/04	OPYS MR MCPLT RDR	$ 4,505.90		56282
		17366381	01/27/04	Microplate Washer	$ 5,571.90		56879
		19676184	08/26/04	Buchi vacuum pump V-500	$ 1,196.25		59607
		18822256	06/08/04	vwr freezer gen upright 20.7 cf with attachments	$ 1,464.01		58136
	PERKIN ELMER	5300457708	11/27/03	automatic injector for Victor 2 plate	$ 6,200.00		55702
			11/27/03	Tax	$ 310.00		
		5300484289	01/03/04	automatic injector for Victor 2 plate	$ 6,200.00		56814
			01/03/04	Tax	$ 310.00		
	VENTANA	2259452	12/02/03	NexES discovery staining module	$ 95,000.00		55704
	IONOPTIX CORPORATION	23132	12/09/03	hyperswitch light source and CCD camera	$ 40,300.00		56182
			12/09/03	Ion Wizaed - data display / analysis software	$ 2,000.00		
	ALA SCIENTIFIC INSTRUMENTS	6459	12/19/03	EPC-10 system - Sutter MP 285 robotic machine	$ 14,000.00		56190
			12/19/03	Freight	$ 125.00		
	MOLECULAR DEVICES CORP.	275429	12/22/03	Flexstation II 384 Instrument w/laptop	$ 74,000.00		56248
			12/22/03	Freight	$ 125.00		
		281525	04/14/04	Flexstation 384	$ 180,000.00		57828
			04/14/04	Installation and training	$ 5,500.00		
	KODAK EASTMAN COMPANY	106516070	12/30/03	Image Station	$ 15,000.00		56240
			12/30/03	Freight and Tax	$ 802.97		
	VARIAN	1891234	02/06/04	NMR Probe M300	$ 26,371.88		56878
		1891245	02/06/04	NMR Probe - installation	$ 2,728.12		56878
		9008960	04/21/04	NMR probe	$ 13,090.00		57458
	PERSONAL CHEMISTRY	1696	03/01/04	Emrys Optimizer Exp	$ 61,200.00		56961
	DUPLITRON	117355	03/17/04	Panal Board	$ 1,779.75		56955

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	PROOF OF PAYMENT	CK AMT.	EQUIP CODE	LOCATION
			05/14/04	Tax			SOFT	
			05/14/04	Freight			SOFT	
		94292203	05/25/04	2 IBM Thinkpad computers	Yes	$ 5,284.35	COMP	125 Hartwell
			05/25/04	Tax			SOFT	
			05/25/04	Freight			SOFT	
		94475527	06/29/04	2 IBM Thinkpad computers	Yes	$ 3,718.87	COMP	125 Hartwell
			06/29/04	Tax			SOFT	
			06/29/04	Freight			SOFT	
		94587327	07/21/04	HP color Laserjet 4650 printer	Yes	$ 2,576.56	OFC	45 Hartwell
			07/21/04	Tax			SOFT	
			07/21/04	Freight			SOFT	
		94731094	08/17/04	2 IBM Thinkpad computers with attachments	Yes	$ 3,621.12	COMP	125 Hartwell
			08/17/04	Tax			SOFT	
			08/17/04	Freight			SOFT	
	AGILENT TECHNOLOGIES	100920463	11/04/03	HPLC system with attachments	Yes	$ 42,482.70	LAB	45 Hartwell
			11/04/03	HPLC software license + software revision upgrade and module licence			SOFT	
		101028762	02/17/04	HPLC system with attachments	Yes	$ 69,177.76	LAB	45 Hartwell
		101064581	03/22/04	Chemistation installation	Yes	$ 7,317.68	SOFT	45 Hartwell
		101242774	09/11/04	HPLC System with attachments	Yes	$ 67,644.00	LAB	45 Hartwell
		101254428	09/22/04	Agilent Pump with attachments	Yes	$ 16,010.63	LAB	45 Hartwell
	VWR INTERNATIONAL, INC.	16744077	11/17/03	microfuge 22R 120V	Yes	$ 6,402.12	LAB	45 Hartwell
		17145830	01/05/04	OPYS MR MCPLT RDR	Yes	$ 9,714.47	LAB	45 Hartwell
		17366381	01/27/04	Microplate Washer	Yes	$ 15,875.47	LAB	45 Hartwell
		19676184	08/26/04	Buchi vacuum pump V-500	Yes	$ 69,368.00	LAB	45 Hartwell
		18822256	06/08/04	vwr freezer gen upright 20.7 cf with attachments	Yes	$ 9,288.50	LAB	45 Hartwell
	PERKIN ELMER	5300457708	11/27/03	automatic injector for Victor 2 plate	Yes	$ 6,510.00	LAB	45 Hartwell
			11/27/03	Tax			SOFT	
		5300484289	01/03/04	automatic injector for Victor 2 plate	Yes	$ 6,510.00	LAB	45 Hartwell
			01/03/04	Tax			SOFT	
	VENTANA	2259452	12/02/03	NexES discovery staining module	Yes	$ 95,000.00	LAB	45 Hartwell
	IONOPTIX CORPORATION	23132	12/09/03	hyperswitch light source and CCD camera	Yes	$ 42,300.00	LAB	45 Hartwell
			12/09/03	Ion Wizaed - data display / analysis software			SOFT	
	ALA SCIENTIFIC INSTRUMENTS	6459	12/19/03	EPC-10 system - Sutter MP 285 robotic machine	Yes	$ 14,125.00	LAB	45 Hartwell
			12/19/03	Freight			SOFT	
	MOLECULAR DEVICES CORP.	275429	12/22/03	Flexstation II 384 Instrument w/laptop	Yes	$ 74,388.50	LAB	45 Hartwell
			12/22/03	Freight			SOFT	
		281525	04/14/04	Flexstation 384	Yes	$ 185,500.00	LAB	6A Bedford
			04/14/04	Installation and training			SOFT	SOFT
	KODAK EASTMAN COMPANY	106516070	12/30/03	Image Station	Yes	$ 15,802.97	LAB	6A Bedford
			12/30/03	Freight and Tax			SOFT	
	VARIAN	1891234	02/06/04	NMR Probe M300	Yes	$ 29,100.00	LAB	45 Hartwell
		1891245	02/06/04	NMR Probe - installation	Yes	$ 29,100.00	SOFT	45 Hartwell
		9008960	04/21/04	NMR probe	Yes	$ 13,090.00	LAB	45 Hartwell
	PERSONAL CHEMISTRY	1696	03/01/04	Emrys Optimizer Exp	Yes	$ 61,200.00	LAB	45 Hartwell
	DUPLITRON	117355	03/17/04	Panal Board	Yes	$ 1,799.75	LAB	45 Hartwell

INITIALS:-

EXHIBIT A, ACCOUNT # 4158939-001

COMPANY NAME: SYNTA PHARMACEUTICALS CORP.

EQUIPMENT LOCATION: A:- 45 Hartwell Ave, Lexington, MA 02421-3102.
B:- 6A, PRESTON COURT, BEDFORD, MA - 01730
C:- 125 Hartwell Ave, Lexington, MA 02421-3102.

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	QTY	SERIAL #	[ILLEGIBLE]	AMT. FINANCED
	MICRO VIDEO INSTRUMENT	00040763	03/29/04	CFI Plan Fluor 60x				$ 2,018.75
				Freight				$ 15.75
		00041172	04/29/04	X-cite power supply lamp	1			$ 4,745.25
			04/29/04	Freight				$ 25.63

	00042403	08/18/04	Microscope Upgrade with attachments			$	55,521.55
			SOFTWARE			$	2,300.00
			Freight			$	55.94
ISCO INC	383957-00	03/31/04	Combiflash SQ 16X 16 Column	1		$	45,039.00
	383960-00	03/31/04	Lab equipment foxy 200 with attachments	1		$	8,377.00
AFFYMETRIX, INC	RI 83668	03/31/04	Training Kit GC & Scanner upgrade GCS3000 with attachments			$	140,000.00
FISHER SCIENTIFIC	5683007	04/26/04	World precision evom epithelial voltohmeter	1		$	1,674.00
EASTERN SCIENTIFIC	184	04/27/04	Leybold vacuum pump with attachments	1		$	3,010.00
		04/27/04	Installation			$	75.00
INTELEC MARKETING	15958	04/30/04	Workstation ofc	MANY		$	2,975.68
		04/30/04	Freight			$	337.00
REC SUPPLY	1035	05/05/04	SGI Octane2 2X600MHz			$	13,758.00
UNITED BUSINESS TEL	11362	07/09/04	125 Hartwell Phone System (Telephone Sets)	125		$	4,050.00
			Tax			$	202.50
	11363	07/09/04	Hartwell Phone System / Installation and Testing			$	13,000.00
	11364	07/09/04	Hartwell Phone System / Installation and Testing (3rd cabinet at local site and one digital line card) fibre extended board			$	2,000.00
NEW ENGLAND LAB	3650-1	04/12/04	8' fume hood and casework - 10% deposit			$	1,310.00
	3650-2	05/21/04	8' fume hood and casework - 90% balance upon completion			$	11,790.00
SHONS REFRIGERATION	52348	06/02/04	80 m Freeser 115V	1		$	8,442.00
BIO-RAD	3161309	06/14/04	icycler well mod m\demo;	1	LX10003276101	$	4,500.00
		06/14/04	iq optical system		LXYO331002	$	27,000.00
		06/14/04	bio plex		582BRO11178	$	43,000.00
LUNAIRE LIMITED	1053708	07/02/04	Stability Chamber - CE0917W-A-B #31043	1	31043	$	10,117.00
		07/02/04	Steel Surcharge and DPDT CONTACTS			$	563.00
BIOMATIC	2004-176	07/30/04	OQ/PV of aglient series 1100 binary pump, Model G1312			$	1,895.00
		07/30/04	Maintence			$	995.00
BIOLOGICAL OPTICAL TECH	04-10935	08/03/04	Objective Heater Controller	3		$	2,825.00
		08/03/04	Freight			$	14.00
LAB PRODUCTS	IP081704	08/17/04	Waste management system with attachments	1	59020	$	8,878.25
			Freight and Handling			$	1,151.78
NOVTEK	1514	08/30/04	Air stream Incubator			$	1,980.00
		08/30/04	Freight			$	18.95
BIOPTECHS	04-11047	09/03/04	Della dish controller with attachments			$	3,725.00
NORTHEAST AUTOMATION	11837	09/13/04	Jun-Air compressor			$	7,020.48
		09/13/04	Freight			$	195.52
ZANDER MEDICAL SUPPLIES	942504	09/14/04	Incubator with attachments			$	3,511.70
			Freight			$	95.11
					FUNDING TOTAL	$	1,317,351.68

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	VENDOR TOTAL	PROOF OF PAYMENT	CK AMT.	EQUIP CODE
	MICRO VIDEO INSTRUMENT	00040763	03/29/04	CFI Plan Fluor 60x	57229	Yes	$ 2,402.35	LAB
				Freight				SOFT
		00041172	04/29/04	X-cite power supply lamp	57746	Yes	$ 4,770.88	LAB
			04/29/04	Freight				SOFT
		00042403	08/18/04	Microscope Upgrade with attachments	59348	Yes	$ 57,877.49	LAB
				SOFTWARE				SOFT
				Freight				SOFT
	ISCO INC	383957-00	03/31/04	Combiflash SQ 16X 16 Column	57214	Yes	$ 53,650.95	LAB
		383960-00	03/31/04	Lab equipment foxy 200 with attachments	57214	Yes	$ 53,650.95	LAB
	AFFYMETRIX, INC	RI 83668	03/31/04	Training Kit GC & Scanner upgrade GCS3000 with attachments	57160	Yes	$ 140,000.00	LAB
	FISHER SCIENTIFIC	5683007	04/26/04	World precision evom epithelial voltohmeter	57725	Yes	$ 2,911.62	LAB
	EASTERN SCIENTIFIC	184	04/27/04	Leybold vacuum pump with attachments	57722	Yes	$ 3,085.00	LAB
			04/27/04	Installation				SOFT
	INTELEC MARKETING	15958	04/30/04	Workstation ofc	58546	Yes	$ 3,312.68	OFC
			04/30/04	Freight				SOFT
	REC SUPPLY	1035	05/05/04	SGI Octane2 2X600MHz	57906	Yes	$ 13,896.00	COMP
	UNITED BUSINESS TEL	11362	07/09/04	125 Hartwell Phone System (Telephone Sets)	58610	Yes	$ 19,252.50	OFC
				Tax				SOFT
		11363	07/09/04	Hartwell Phone System / Installation and Testing	58610	Yes	$ 19,252.50	SOFT
		11364	07/09/04	Hartwell Phone System / Installation and Testing (3rd cabinet at local site and one digital line card) fibre extended board	58610	Yes	$ 19,252.50	OFC
	NEW ENGLAND LAB	3650-1	04/12/04	8' fume hood and casework - 10% deposit	57340	Yes	$ 6,022.40	LAB
		3650-2	05/21/04	8' fume hood and casework - 90% balance upon completion	57899	Yes	$ 11,790.00	LAB
	SHONS REFRIGERATION	52348	06/02/04	80 m Freeser 115V	57909	Yes	$ 8,442.00	LAB
	BIO-RAD	3161309	06/14/04	icycler well mod m\demo;	58156	Yes	$ 75,692.96	LAB
			06/14/04	iq optical system				LAB
			06/14/04	bio plex				LAB
	LUNAIRE LIMITED	1053708	07/02/04	Stability Chamber - CE0917W-A-B#31043	58901	Yes	$ 10,979.82	LAB
			07/02/04	Steel Surcharge and DPDT CONTACTS				SOFT
	BIOMATIC	2004-176	07/30/04	OQ/PV of agilent series 1100 binary pump, Model G1312	59176	Yes	$ 2,890.00	LAB
			07/30/04	Maintence				SOFT
	BIOLOGICAL OPTICAL TECH	04-10935	08/03/04	Objective Heater Controller	59099	Yes	$ 2,839.00	LAB
			08/03/04	Freight				SOFT
	LAB PRODUCTS	IP081704	08/17/04	Waste management system with attachments	59412	Yes	$ 10,030.03	LAB
				Freight and Handling				SOFT
	NOVTEK	1514	08/30/04	Air stream Incubator	59430	Yes	$ 1,996.96	LAB
			08/30/04	Freight				SOFT
	BIOPTECHS	04-11047	09/03/04	Della dish controller with	59666	Yes	$ 12,600.00	LAB

				attachments				
	NORTHEAST AUTOMATION	11837	09/13/04	Jun-Air compressor	59570	Yes	$ 7,216.00	LAB
			09/13/04	Freight				SOFT
	ZANDER MEDICAL SUPPLIES	942504	09/14/04	Incubator with attachments	59613	Yes	$ 3,606.61	LAB
				Freight				SOFT

INV. ITEM	SUPPLIER	INVOICE #	INV. DATE	DESCRIPTION	LOCATION
	MICRO VIDEO INSTRUMENT	00040763	03/29/04	CFI Plan Fluor 60x	6A Bedford
				Freight	
		00041172	04/29/04	X-cite power supply lamp	6a Bedford
			04/29/04	Freight	
		00042403	08/18/04	Microscope Upgrade with attachments	45 Hartwell
				SOFTWARE	
				Freight	
	ISCO INC	383957-00	03/31/04	Combiflash SQ 16X 16 Column	45 Hartwell
		383960-00	03/31/04	Lab equipment foxy 200 with attachments	45 Hartwell
	AFFYMETRIX, INC	RI 83668	03/31/04	Training Kit GC & Scanner upgrade GCS3000 with attachments	6A Bedford
	FISHER SCIENTIFIC	5683007	04/26/04	World precision evom epithelial voltohmeter	45 Hartwell
	EASTERN SCIENTIFIC	184	04/27/04	Leybold vacuum pump with attachments	45 Hartwell
			04/27/04	Installation	
	INTELEC MARKETING	15958	04/30/04	Workstation ofc	45 Hartwell
			04/30/04	Freight	
	REC SUPPLY	1035	05/05/04	SGI Octane2 2X600MHz	45 Hartwell
	UNITED BUSINESS TEL	11362	07/09/04	125 Hartwell Phone System (Telephone Sets)	125 Hartwell
				Tax	
		11363	07/09/04	Hartwell Phone System / Installation and Testing	125 Hartwell
		11364	07/09/04	Hartwell Phone System / Installation and Testing (3rd cabinet at local site and one digital line card) fibre extended board	125 Hartwell
	NEW ENGLAND LAB	3650-1	04/12/04	8' fume hood and casework - 10% deposit	45 Hartwell
		3650-2	05/21/04	8' fume hood and casework - 90% balance upon completion	45 Hartwell
	SHONS REFRIGERATION	52348	06/02/04	80 m Freeser 115V	45 Hartwell
	BIO-RAD	3161309	06/14/04	icycler well mod m\demo;	45 Hartwell
			06/14/04	iq optical system	
			06/14/04	bio plex	
	LUNAIRE LIMITED	1053708	07/02/04	Stability Chamber - CE0917W-A-B#31043	45 Hartwell
			07/02/04	Steel Surcharge and DPDT CONTACTS	
	BIOMATIC	2004-176	07/30/04	OQ/PV of agilent series 1100 binary pump, Model G1312	45 Hartwell
			07/30/04	Maintence	
	BIOLOGICAL OPTICAL TECH	04-10935	08/03/04	Objective Heater Controller	45 Hartwell
			08/03/04	Freight	
	LAB PRODUCTS	IP081704	08/17/04	Waste management system with attachments	45 Hartwell
				Freight and Handling	
	NOVTEK	1514	08/30/04	Air stream Incubator	45 Hartwell
			08/30/04	Freight	
	BIOPTECHS	04-11047	09/03/04	Della dish controller with attachments	45 Hartwell
	NORTHEAST AUTOMATION	11837	09/13/04	Jun-Air compressor	45 Hartwell
			09/13/04	Freight	
	ZANDER MEDICAL SUPPLIES	942504	09/14/04	Incubator with attachments	45 Hartwell
				Freight	

EQUIPMENT CODE LIST

LAB = Lab Equipment

COMP = Computer Hardware

OFC = Furniture, Telephone, Fax, Etc.

SOFT = [ILLEGIBLE], TOOLING/MOLDS, TAX, Freight, Extended Warranties, Service Contracts, Tenant Improvements, Etc.

Equip. Code	Total (Cat.)	% of Total
LAB	$ 1,129,669.92	85.75%
COMP	$ 103,301.79	7.84%
OFC	$ 20,431.54	1.55%
SOFT	$ 63,948.43	4.85%
Total	$ 1,317.351.68	100.00%

Synta Pharmaceuticals Corp.
By: /s/ Keith Ehrlich
Name: Keith Ehrlich
Title: V.P. Finance; Administration

GE COMMERCIAL FINANCE
Healthcare Financial Services

William Stickle
Vice President
Life Science Finance

June 17, 2005

Mr. Keith Ehrlich
Vice President, Finance and Administration
Synta Pharmaceuticals Corp.
45 Hartwell Avenue
Lexington, MA 02421

Dear Mr. Ehrlich:

As discussed, GE Capital Corporation (GE Capital) has approved an increase in Synta Pharmaceuticals Corp's ("Synta" or the "Lessee") capital lease facility. Provided there is no material adverse change in the Lessee's condition, the facility provides for up to an aggregate exposure to GE Capital of $5.0 million. The expected mix of new equipment for the line is 40% lab and scientific equipment, 40% software and tenant improvements (predominantly tenant improvements) and 20% computer hardware and general office equipment. All terms and conditions as presently exist shall continue to apply, however, GE Capital shall provide financing on the tenant improvement portion of the facility with a four-year repayment term. All computer hardware, general office equipment and software shall have three-year repayment terms.

Because the approval amended the amount of the facility as compared to the April 13, 2005 proposal, GE Capital shall refund $4,000 of the $20,000 Good Faith Deposit Synta had previously remitted. Of the remaining $16,000, 50% shall be applied to the first scheduled monthly payment (when advanced) and the remainder retained by GE Capital for underwriting, documentation, and application processing.

If you have any questions, please feel free to contact the undersigned at (203) 205-5216.

Sincerely,

/s/ William B. Stickle

William B. Stickle

ACCEPTED BY:

SYNTA PHARMACEUTICALS CORP.

Name: /S/ KEITH EHRLICH
Title: VP FINANCE AND ADMINISTRATION
Data: 6/25/2005

GE Healthcare Finance
83 Wooster Heights Road
5th Floor
Danbury, CT 06810

T 203 205 5216
F 203 205 2193

GE COMMERCIAL FINANCE
HEALTHCARE FINANCIAL SERVICES

WILLIAM STICKLE
Vice President
Life Science Finance

November 29, 2006

Mr. Keith Ehrlich
Vice President, Finance and Administration
Synta Pharmaceuticals Corp.
45 Hartwell Avenue
Lexington, MA 02421

Dear Mr. Ehrlich:

As you know, in March 2006, GE Capital Corporation (GE Capital) approved an extension of Synta Pharmaceuticals Corp's ("Synta" or the "Lessee") capital lease facility through March 2007. Provided there is no material adverse change in the Lessee's condition, the facility provides for up to an aggregate exposure to GE Capital of $6.0 million. The expected mix of new equipment for the line is 72.5% laboratory and scientific equipment, 20% computer hardware and general office equipment, and 7.5% software, tenant improvements and other such soft costs. Advances on new laboratory and scientific equipment carry a repayment term of 48 months. All other collateral types carry repayment terms of 36 months. All other terms and conditions as set forth in the initial capital lease facility continue to apply.

It is acknowledged that GE Capital received a renewal fee for the facility of $15,000. Of this fee, GE Capital earned half as a non-recurring upfront due diligence and processing fee. The other half of the fee was credited to the first payment of the first draw under the renewed facility.

If you have any questions, please feel free to contact the undersigned at (203)-205-5216.

Sincerely,

William B. Stickle

ACCEPTED BY:

SYNTA PHARMACEUTICALS CORP.

Name: /S/ KEITH EHRLICH

Title: CFO

Date: 11/29/06

GE Healthcare Finance
83 Wooster Heights Road
5th Floor
Danbury, CT 06810

T 203 205 5216
F 203 205 2193

Exhibit 10.27

45-47 Wiggins Avenue, Bedford, MA/Synta Pharmaceuticals

LEASE AGREEMENT

THIS LEASE AGREEMENT is made as of this 14th day of December, 2006, between ARE-MA Region No. 24, LLC, a Delaware limited liability company ("Landlord"), and Synta Pharmaceuticals, Inc., a Delaware corporation ("Tenant").

BASIC LEASE PROVISIONS

ADDRESS: 45-47 Wiggins Avenue, Bedford, MA

PREMISES: That portion of the Project, containing approximately 15,000 rentable square feet, as determined by Landlord, as shown on EXHIBIT A.

PROJECT: The real property on which the building (the "BUILDING") in which the Premises are located, together with all improvements thereon and appurtenances thereto as described on EXHIBIT B.

BASE RENT: $27,500.00, per month RENTABLE AREA OF PREMISES: 15,000 sq. ft.

RENTABLE AREA OF PROJECT: 38,000 sq. ft. TENANT'S SHARE OF OPERATING EXPENSES: 39.47%

SECURITY DEPOSIT: $82,500.00 TARGET COMMENCEMENT DATE: Execution Date

RENT COMMENCEMENT DATE: The date which is thirty (30) days after the Commencement Date.

RENT ADJUSTMENT PERCENTAGE: 3.5%

BASE TERM: Beginning on the Commencement Date and ending October 31, 2011.

PERMITTED USE: research and development laboratory, related office and other related uses consistent with the character of the Project and otherwise in compliance with the provisions of SECTION 7 hereof.

ADDRESS FOR RENT PAYMENT:
385 East Colorado Boulevard, Suite 299
Pasadena, CA 91101
Attention: Accounts Receivable

LANDLORD'S NOTICE ADDRESS:
385 East Colorado Boulevard, Suite 299
Pasadena, CA 91101
Attention: Corporate Secretary

TENANT'S NOTICE ADDRESS:
Synta Pharmaceuticals, Inc.
45 Hartwell Avenue
Lexington, Massachusetts 02421
Attn: Chief Financial Officer

with a copy to:

Mintz Levin Cohn Ferris Glovsky and Popeo PC
One Financial Center
Boston, MA 02111
Attn: John Kravetz

The following Exhibits and Addenda are attached hereto and incorporated herein by this reference:

[X]	EXHIBIT A - PREMISES DESCRIPTION	[X]	EXHIBIT B - DESCRIPTION OF PROJECT
[X]	EXHIBIT C - WORK LETTER	[X]	EXHIBIT D - COMMENCEMENT DATE
[X]	EXHIBIT C-1 LANDLORD WORK		
[X]	EXHIBIT E - RULES AND REGULATIONS	[X]	EXHIBIT F - TENANT'S PERSONAL PROPERTY

1. LEASE OF PREMISES. Upon and subject to all of the terms and conditions hereof, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. The portions of the Project which are for the non-exclusive use of tenants of the Project are collectively referred to herein as the "COMMON AREAS." Landlord reserves the right to modify Common Areas, provided that such modifications do not materially adversely affect Tenant's access to or use of the Premises for the Permitted Use.

2. DELIVERY; ACCEPTANCE OF PREMISES; COMMENCEMENT DATE. Landlord shall use commercially reasonable efforts to deliver the Premises to Tenant on or before the Target Commencement Date ("DELIVERY" or "DELIVER"). If Landlord fails to timely Deliver the Premises, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, and this Lease shall not be void or voidable except as provided herein. If Landlord does not Deliver the Premises within 30 days of the Target Commencement Date for any reason other than Force Majeure Delays and Tenant Delays, this Lease may be terminated by Tenant by written notice to Landlord, and if so terminated by Tenant: (a) the Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), and all deposits and other funds provided to Landlord by Tenant in connection with this Lease (except for brokerage commissions associated with the termination of Tenant's prior lease, for which Tenant shall be solely responsible), shall promptly be returned to Tenant, and (b) neither Landlord nor Tenant shall have any further rights, duties or obligations under this Lease, except with respect to provisions which expressly survive termination of this Lease. As used herein, the terms "TENANTS' WORK," AND "FORCE MAJEURE DELAYS," "TENANT DELAYS" and "SUBSTANTIALLY COMPLETED" shall have the meanings set forth for such terms in the Work Letter. If Tenant does not elect to void this Lease within 5 business days of the lapse of such 30 day period, such right to void this Lease shall be waived and this Lease shall remain in full force and effect.

The "COMMENCEMENT DATE" shall be the earliest of: (i) the date Landlord Delivers the Premises to Tenant; (ii) the date Landlord could have Delivered the Premises but for Tenant Delays; and (iii) the date Tenant conducts any business in the Premises or any part thereof. Upon request of Landlord, Tenant shall execute and deliver a written acknowledgment of the Commencement Date, and the expiration date of the Term when such are established in the form of the "Acknowledgement of Commencement Date" attached to this Lease as EXHIBIT D; PROVIDED, HOWEVER, Tenant's failure to execute and deliver such acknowledgment shall not affect Landlord's rights hereunder. The "TERM" of this Lease shall be the Base Term, as defined above in the Basic Lease Provisions and any Extension Terms which Tenant may elect pursuant to SECTION 41.

Tenant hereby agrees that, except Landlord's performance of the work described on EXHIBIT C-1 ("Landlord's Work"): (i) Tenant shall accept the

Premises in their condition as of the Commencement Date, subject to all applicable Legal Requirements (as defined in SECTION 7 hereof); (ii) Landlord shall have no obligation for any defects in the Premises; and (iii) Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that, except for the items listed as Landlord's Work in EXHIBIT C-1 attached hereto, the Premises were in good condition at the time possession was taken. Any occupancy of the Premises by Tenant before the Commencement Date shall be subject to all of the terms and conditions of this Lease, including the obligation to pay Rent. Landlord shall perform Landlord's Work at its own expense, and shall use commercially reasonable efforts to complete the same within 30 days after the Commencement Date.

Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Project, and/or the suitability of the Premises or the Project for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises or the Project are suitable for the Permitted Use.

This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Landlord in executing this Lease does so in reliance upon Tenant's representations, warranties, acknowledgments and agreements contained herein.

3. RENT.

(a) BASE RENT. The first month's Base Rent and the Security Deposit shall be due and payable on delivery of an executed copy of this Lease to Landlord. Tenant shall pay to Landlord in advance, without demand, abatement, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month during the Term hereof, in lawful money of the United States of America, at the office of Landlord for payment of Rent set forth above, or to such other person or at such other place as Landlord may from time to time designate in writing. Payments of Base Rent for any fractional calendar month shall be prorated. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any Rent (as defined in SECTION 5) due hereunder except for any abatement as may be expressly provided in this Lease.

(b) ADDITIONAL RENT. In addition to Base Rent, Tenant agrees to pay to Landlord as additional rent ("ADDITIONAL RENT"): (i) Tenant's Share of "Operating Expenses" (as defined in SECTION 5), and (ii) any and all other amounts Tenant assumes or agrees to pay under the provisions of this Lease, including, without limitation, any and all other sums that may become due by reason of any default of Tenant or failure to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant, after any applicable notice and cure period.

4. BASE RENT ADJUSTMENTS. Base Rent shall be increased on each annual anniversary of the first day of the first full month during the Term of this Lease (each an "ADJUSTMENT DATE") by multiplying the Base Rent payable immediately before such Adjustment Date by the Rent Adjustment Percentage and adding the resulting amount to the Base Rent payable immediately before such Adjustment Date. Base Rent, as so adjusted, shall thereafter be due as provided herein. Base Rent adjustments for any fractional calendar month shall be

prorated.

5. OPERATING EXPENSE PAYMENTS. Landlord shall deliver to Tenant a written estimate of Operating Expenses for each calendar year during the Term (the "ANNUAL ESTIMATE"), which may be revised by Landlord from time to time during such calendar year. During each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 1/12th of Tenant's Share of the Annual Estimate. Payments for any fractional calendar month shall be prorated.

The term "OPERATING EXPENSES" means all costs and expenses of any kind or description whatsoever incurred or accrued each calendar year by Landlord with respect to the Project (including, without duplication, Taxes (as defined in SECTION 9), reasonable reserves consistent with good business practice for future repairs and replacements, capital repairs and improvements amortized over the lesser of 7 years and the useful life of such capital items (except as excluded from Operating Expenses as set forth in clause (b) below, and the costs of Landlord's third party property manager (which costs shall not exceed 4.0% of Base Rent), or, if there is no third party property manager, administration rent in the amount of 4.0% of Base Rent , excluding only:

(a) the original construction costs of the Project and renovation prior to the date of the Lease and costs of correcting defects in such original construction or renovation;

(b) capital expenditures for the foundation, structure, and roof of the Project, any addition to or expansion of the Project, the parking lot, and any capital expenditure for which the primary purpose is to change the aesthetic appearance of the Project;

(c) interest, principal payments of Mortgage (as defined in SECTION 27) debts of Landlord, financing costs and amortization of funds borrowed by Landlord, whether secured or unsecured and all payments of base rent (but not taxes or operating expenses) under any ground lease or other underlying lease of all or any portion of the Project, and any penalties assessed as a result of Landlord's late payments of such amounts;

(d) depreciation of the Project (except for capital improvements to the extent the cost of which are includable in Operating Expenses);

(e) advertising, legal and space planning expenses and leasing commissions and other costs and expenses incurred in procuring and leasing space to tenants for the Project, including any leasing office maintained in the Project, free rent and construction allowances for tenants;

(f) legal and other expenses incurred in the negotiation or enforcement of leases;

(g) completing, fixturing, improving, renovating, painting, redecorating or other work, which Landlord pays for or performs for other tenants within their premises, and costs of correcting defects in such work;

(h) costs of utilities outside normal business hours sold to tenants of the Project;

(i) costs to be reimbursed by other tenants of the Project or Taxes to be paid directly by Tenant or other tenants of the Project, whether or not

actually paid;

(j) salaries, wages, benefits and other compensation paid to officers and employees of Landlord who are not assigned in whole or in part to the operation, management, maintenance or repair of the Project;

(k) general organizational, administrative and overhead costs relating to maintaining Landlord's existence, either as a corporation, partnership, or other entity, including general corporate, legal and accounting expenses;

(l) costs (including attorneys' fees and costs of settlement, judgments and payments in lieu thereof) incurred in connection with claims, disputes or potential disputes with tenants, other occupants, or prospective tenants, and costs and expenses, including legal fees, incurred in connection with negotiations or disputes with employees, consultants, management agents, leasing agents, purchasers or mortgagees of the Building;

(m) costs incurred by Landlord (including fines, penalties and legal fees) due to the violation by Landlord, its employees, assigns, agents or contractors or any tenant of the terms and conditions of this Lease or any other lease of space in the Project or any Legal Requirement (as defined in SECTION 7);

(n) penalties, fines or interest incurred as a result of Landlord's inability or failure to make payment of Taxes and/or to file any tax or informational returns when due, or from Landlord's failure to make any payment of Taxes required to be made by Landlord hereunder before delinquency;

(o) overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in, on or to the Project to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;

(p) costs of Landlord's charitable or political contributions, or of fine art maintained at the Project;

(q) costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Project and which are not available to Tenant without specific charges

therefor, but which are provided to another tenant or occupant of the Project, whether or not such other tenant or occupant is specifically charged therefor by Landlord;

(r) costs incurred in the sale or refinancing of the Project;

(s) net income taxes of Landlord or the owner of any interest in the Project, franchise, capital stock, gift, estate or inheritance taxes or any federal, state or local documentary taxes imposed against the Project or any portion thereof or interest therein;

(t) any expenses otherwise includable within Operating Expenses to the extent actually reimbursed by persons other than tenants of the Project;

(u) rent for space which is not actually used by Landlord in connection with the management and operation of the Building;

(v) the cost of constructing tenant improvements for Tenant;

(w) Operating Expenses specially charged to and paid by any other tenant of the Project and the cost of any services, goods or materials provided exclusively to one tenant or a minority of tenants in the Project (but not to Tenant);

(x) the cost of special services, goods or materials provided to any other tenant of the Project;

(y) costs associated with the operation of the business of the partnership or entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building;

(z) the cost of any judgment, settlement or arbitration award resulting from any liability of Landlord Parties for negligence; and

(z) costs arising from the presence of Hazardous Materials on or about the Premises, Building and Project, including without limitation, Hazardous Materials in the ground water or soil, to the extent that Tenant is not responsible therefor in accordance with the provisions of Section 30(a) below.

Within 90 days after the end of each calendar year (or such longer period as may be reasonably required), Landlord shall furnish to Tenant a statement (an "ANNUAL STATEMENT") showing in reasonable detail: (a) the total and Tenant's Share of actual Operating Expenses for the previous calendar year, and (b) the total of Tenant's payments in respect of Operating Expenses for such year. If Tenant's Share of actual Operating Expenses for such year exceeds Tenant's payments of Operating Expenses for such year, the excess shall be due and payable by Tenant as Rent within 30 days after delivery of such Annual Statement to Tenant. If Tenant's payments of Operating Expenses for such year exceed Tenant's Share of actual Operating Expenses for such year Landlord shall pay the excess to Tenant within 30 days after delivery of such Annual Statement, except that after the expiration, or earlier termination of the Term or if Tenant is delinquent in its obligation to pay Rent, Landlord shall pay the excess to Tenant within 30 days after delivery of such Annual Statement after deducting all other amounts due Landlord.

The Annual Statement shall be final and binding upon Tenant unless Tenant, within 30 days after Tenant's receipt thereof, shall contest any item therein by giving written notice to Landlord, specifying each item contested and the reason therefor. Operating Expenses for the calendar years in which Tenant's obligation to share therein begins and ends shall be prorated. Notwithstanding anything set forth herein to the contrary, if the Project is not at least 95% occupied on average during any year of the Term, Tenant's Share of Operating Expenses for such year shall be computed as though the Project had been 95% occupied on average during such year.

"TENANT'S SHARE" shall be the percentage set forth in the Basic Lease Provisions as Tenant's Share of Operating Expenses as reasonably adjusted by Landlord for changes in the physical size of the

Premises or the Project occurring thereafter. Landlord may equitably increase Tenant's Share for any item of expense or cost reimbursable by Tenant that relates to a repair, replacement, or service that benefits only the Premises or

only a portion of the Project that includes the Premises or that varies with occupancy or use. Base Rent, Tenant's Share of Operating Expenses and all other amounts payable by Tenant to Landlord hereunder are collectively referred to herein as "RENT."

6. SECURITY DEPOSIT. Tenant shall deposit with Landlord, upon delivery of an executed copy of this Lease to Landlord, a security deposit (the "SECURITY DEPOSIT") for the performance of all of Tenant's obligations hereunder in the amount set forth in the Basic Lease Provisions, which Security Deposit shall be in the form of an unconditional and irrevocable letter of credit (the "LETTER OF CREDIT"): (i) in form and substance satisfactory to Landlord, (ii) naming Landlord as beneficiary, (iii) expressly allowing Landlord to draw upon it at any time from time to time by delivering to the issuer notice that Landlord is entitled to draw thereunder, (iv) issued by an FDIC-insured financial institution reasonably satisfactory to Landlord, and (v) redeemable by presentation of a sight draft in Massachusetts. If Tenant does not provide Landlord with a substitute Letter of Credit complying with all of the requirements hereof at least 10 days before the stated expiration date of any then current Letter of Credit, Landlord shall have the right to draw the full amount of the current Letter of Credit and hold the funds drawn in cash without obligation for interest thereon as the Security Deposit. The Security Deposit shall be held by Landlord as security for the performance of Tenant's obligations under this Lease. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Upon each occurrence of a Default (as defined in SECTION 20), Landlord may use all or any part of the Security Deposit to pay delinquent payments due under this Lease, and the cost of any damage, injury, expense or liability caused by such Default, without prejudice to any other remedy provided herein or provided by law. Upon any such use of all or any portion of the Security Deposit, Tenant shall pay Landlord on demand the amount that will restore the Security Deposit to the amount set forth in the Basic Lease Provisions. Tenant hereby waives the provisions of any law, now or hereafter in force, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by a Default by Tenant. Upon bankruptcy or other debtor-creditor proceedings against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and other charges due Landlord for periods prior to the filing of such proceedings. Upon any such use of all or any portion of the Security Deposit, Tenant shall, within 5 days after demand from Landlord, restore the Security Deposit to its original amount. The Security Deposit, or any balance thereof (i.e., after deducting therefrom all amounts to which Landlord is entitled under the provisions of this Lease), shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within 90 days after the expiration or earlier termination of this Lease.

If Landlord transfers its interest in the Project or this Lease, Landlord shall either (a) transfer any Security Deposit then held by Landlord to a person or entity assuming Landlord's obligations under this SECTION 6, or (b) return to Tenant any Security Deposit then held by Landlord and remaining after the deductions permitted herein. Upon such transfer to such transferee or the return of the Security Deposit to Tenant, Landlord shall have no further obligation with respect to the Security Deposit, and Tenant's right to the return of the Security Deposit shall apply solely against Landlord's transferee. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in case of Tenant's default. Landlord's obligation respecting the Security Deposit is that of a debtor, not a trustee, and no interest shall accrue thereon.

Notwithstanding any provision hereof to the contrary, Landlord hereby agrees that Tenant may deposit with Landlord the amount of the Security Deposit in cash for a period of 45 days, provided that Tenant replaces the same with the Letter of Credit required hereunder within such 45 day period. Any failure of Tenant to do so shall constitute a Default under this Lease. Landlord shall return the cash Security Deposit to Tenant promptly upon receipt of Tenant's Letter of Credit.

7. USE. The Premises shall be used solely for the Permitted Use set forth in the Basic Lease Provisions, and in compliance with all laws, orders, judgments, ordinances, regulations, codes,

directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises, and to the use and occupancy thereof, including, without limitation, the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq. (together with the regulations promulgated pursuant thereto, "ADA") (collectively, "LEGAL REQUIREMENTS" and each, a "LEGAL REQUIREMENT"). Tenant shall, upon 5 days' written notice from Landlord, discontinue any use of the Premises which is declared by any Governmental Authority (as defined in SECTION 9) having jurisdiction to be a violation of a Legal Requirement unless Tenant (a) commences action to challenge any such declaration within 10 days thereof, (b) such action does not result in expense or liability to Landlord or otherwise have any detrimental effect upon Landlord, in Landlord's reasonable judgment, and (c) Tenant posts with Landlord a cash security deposit or bond in form and amount reasonably satisfactory to Landlord pending the resolution of such action. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler or other credits. Tenant shall not permit any part of the Premises to be used as a "place of public accommodation", as defined in the ADA or any similar legal requirement. Tenant shall reimburse Landlord promptly upon demand for any additional premium charged for any such insurance policy by reason of Tenant's failure to comply with the provisions of this Section or otherwise caused by Tenant's use and/or occupancy of the Premises. Tenant will use the Premises in a careful, safe and proper manner and will not commit or permit waste, overload the floor or structure of the Premises, subject the Premises to use that would damage the Premises or obstruct or interfere with the rights of Landlord or other tenants or occupants of the Project, including conducting or giving notice of any auction, liquidation, or going out of business sale on the Premises, or using or allowing the Premises to be used for any unlawful purpose. Tenant shall cause any equipment or machinery to be installed in the Premises so as to reasonably prevent sounds or vibrations from the Premises from extending into Common Areas, or other space in the Project. Tenant shall not place any machinery or equipment weighing more than the structural capacity of the Building in or upon the Premises or transport or move such items through the Common Areas of the Project or in the Project elevators without the prior written consent of Landlord. Except as may be provided under the Work Letter, Tenant shall not, without the prior written consent of Landlord, use the Premises in any manner which will require ventilation, air exchange, heating, gas, steam, electricity or water beyond the existing capacity of the Project as proportionately allocated to the Premises based upon Tenant's Share as usually furnished for the Permitted Use.

Landlord shall, as an Operating Expense (to the extent such Legal Requirement is generally applicable to similar buildings in the area in which the Project is located) or at Tenant's expenses (to the extent such Legal Requirement is applicable solely by reason of Tenant's, as compared to other tenants of the Project, particular use of the Premises) make any alterations or modifications to the Common Areas or the exterior of the Building that are required by Legal Requirements, including the ADA. Tenant, at its sole expense, shall make any alterations or modifications to the interior of the Premises that are required by Legal Requirements (including, without limitation, compliance of the Premises with the ADA. Notwithstanding any other provision herein to the contrary, Tenant shall be responsible for any and all demands, claims, liabilities, losses, costs, expenses, actions, causes of action, damages or

judgments, and all reasonable expenses incurred in investigating or resisting the same (including, without limitation, reasonable attorneys' fees, charges and disbursements and costs of suit) (collectively, "CLAIMS") arising out of or in connection with the compliance of the Premises and Tenant's occupancy thereof with Legal Requirements, and Tenant shall indemnify, defend, hold and save Landlord harmless from and against any and all Claims arising out of or in connection with any failure of the Premises or Tenant's occupancy thereof to comply with any Legal Requirement.

8. HOLDING OVER. If, with Landlord's express written consent, Tenant retains possession of the Premises after the termination of the Term, (i) unless otherwise agreed in such written consent, such possession shall be subject to immediate termination by Landlord at any time, (ii) all of the other terms and provisions of this Lease (including, without limitation, the adjustment of Base Rent pursuant to SECTION 4 hereof) shall remain in full force and effect (excluding any expansion or renewal option or other similar right or option) during such holdover period, (iii) Tenant shall continue to pay Base Rent in the amount payable upon the date of the expiration or earlier termination of this Lease or such other amount as Landlord may indicate, in Landlord's sole and absolute discretion in such written consent, and (iv) all other payments shall continue under the terms of this Lease. If Tenant remains in possession of the

Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, (A) Tenant shall become a tenant at sufferance upon the terms of this Lease except that the monthly rental shall be equal to 200% of Rent in effect during the last 30 days of the Term, and (B) Tenant shall be responsible for all damages suffered by Landlord resulting from or occasioned by Tenant's holding over, including consequential damages. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this SECTION 8 shall not be construed as consent for Tenant to retain possession of the Premises. Acceptance by Landlord of Rent after the expiration of the Term or earlier termination of this Lease shall not result in a renewal or reinstatement of this Lease.

9. TAXES. Landlord shall pay (as part of Operating Expenses, all taxes, betterments and assessments levied, assessed or imposed by any federal, state, regional, municipal, local or other governmental authority or agency, including, without limitation, quasi-public agencies (collectively, "GOVERNMENTAL AUTHORITY") during the Term, including, without limitation, all taxes: (i) imposed on or measured by or based, in whole or in part, on rent payable to Landlord under this Lease and/or from the rental by Landlord of the Project or any portion thereof, or (ii) based on the square footage, assessed value or other measure or evaluation of any kind of the Premises or the Project, or (iii) assessed or imposed by or on the operation or maintenance of any portion of the Premises or the Project, including parking, or (iv) assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any Governmental Authority, or (v) imposed as a license or other fee on Landlord's business of leasing space in the Project (collectively referred to as "TAXES"). Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens securing Taxes. Taxes shall not include any of the following unless such item(s) are in substitution for any Taxes payable hereunder: franchise, estate, inheritance, succession, capital levy, transfer, income or excess profits taxes. If any such Tax is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Operating Expenses hereunder shall also include the cost of tax monitoring services provided to Landlord with

respect to the Project. Tenant shall pay, prior to delinquency, any and all Taxes levied or assessed against any personal property or trade fixtures placed by Tenant in the Premises, whether levied or assessed against Landlord or Tenant. If any Taxes on Tenant's personal property or trade fixtures are levied against Landlord or Landlord's property, or if the assessed valuation of the Project is increased by a value attributable to improvements in or alterations to the Premises, whether owned by Landlord or Tenant and whether or not affixed to the real property so as to become a part thereof, higher than the base valuation on which Landlord from time-to-time allocates Taxes to all tenants in the Project, Landlord shall have the right, but not the obligation, to pay such Taxes. The amount of any such payment by Landlord shall constitute Additional Rent due from Tenant to Landlord within thirty (30) days after written notice from Landlord.

10. PARKING. Subject to Force Majeure, a Taking (as defined in Section 19 below) and the exercise by Landlord of its rights hereunder, Tenant shall have the right to park up to 49 vehicles (or such lesser pro rata number of spaces as may result from restriping or reconfiguration of the parking area, but in no event shall there be a reduction of more than 15% of such spaces) in those areas designated for non-reserved parking, subject in each case to Landlord's reasonable rules and regulations that are equally applied to all tenants in the Project. Landlord may allocate parking spaces among Tenant and other tenants in the Project pro rata as described above if Landlord determines that such parking facilities are becoming crowded. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties, including other tenants of the Project.

11. UTILITIES, SERVICES.

Landlord shall provide to the Premises, subject to the terms of this SECTION 11, water, electricity, heat, light, power, telephone, sewer, and other utilities (including gas and fire sprinklers to the extent the Project is plumbed for such services), refuse and trash collection and janitorial services (collectively, "UTILITIES"). Landlord shall pay as Operating Expenses or subject to Tenant's reimbursement obligation, for all Utilities used on the Premises, all maintenance charges for Utilities, and any storm sewer charges or other similar charges for Utilities imposed by any Governmental Authority or Utility provider, and,

unless caused by any non- or late-payment by Landlord, any taxes, penalties, surcharges or similar charges thereon. Landlord may cause, at Tenant's expense, any Utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay directly to the Utility provider, prior to delinquency, any separately metered Utilities and services which may be furnished to Tenant or the Premises during the Term. Tenant shall pay, as part of Operating Expenses, its share of all charges for jointly metered Utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of Utilities, from any cause whatsoever other than Landlord's willful misconduct, shall result in eviction or constructive eviction of Tenant, termination of this Lease or the abatement of Rent; provided, however, that Tenant may at its election exercise the cure rights set forth in Section 31 of this Lease in the event of any interruption of Utilities. Tenant agrees to limit use of water and sewer with respect to Common Areas to normal restroom use.

12. ALTERATIONS AND TENANT'S PROPERTY. Except for Tenant Improvements (which shall be governed by the Work Letter attached to this Lease as Exhibit C), any alterations, additions, or improvements made to the Premises by or on behalf of Tenant, including additional locks or bolts of any kind or nature upon

any doors or windows in the Premises, but excluding installation, removal or realignment of furniture systems (other than removal of furniture systems owned or paid for by Landlord) not involving any modifications to the structure or connections (other then by ordinary plugs or jacks) to Building Systems (as defined in SECTION 13) ("ALTERATIONS") shall be subject to Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion if any such Alteration affects the structure or materially affects the Building Systems, but which consent shall otherwise not be unreasonably withheld, conditioned or delayed. If Landlord approves any Alterations, Landlord may impose such reasonable conditions on Tenant in connection with the commencement, performance and completion of such Alterations as Landlord may deem appropriate in Landlord's reasonable discretion. Any request for approval shall be in writing, delivered not less than 15 business days in advance of any proposed construction, and accompanied by plans, specifications, bid proposals, work contracts and such other information concerning the nature and cost of the alterations as may be reasonably requested by Landlord, including the identities and mailing addresses of all persons performing work or supplying materials. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to ensure that such plans and specifications or construction comply with applicable Legal Requirements. Tenant shall cause, at its sole cost and expense, all Alterations to comply with insurance requirements and with Legal Requirements and shall implement at its sole cost and expense any alteration or modification required by Legal Requirements as a result of any Alterations. Tenant shall pay to Landlord, as Additional Rent, on demand an amount equal to 3% of all charges incurred by Tenant or its contractors or agents in connection with any Alteration to cover Landlord's overhead and expenses for plan review, coordination, scheduling and supervision. In connection with any Alteration, Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall reimburse Landlord for, and indemnify and hold Landlord harmless from, any expense incurred by Landlord by reason of faulty work done by Tenant or its contractors, delays caused by such work, or inadequate cleanup.

Tenant shall furnish security or make other arrangements reasonably satisfactory to Landlord to assure payment for the completion of all Alterations work free and clear of liens, and shall provide (and cause each contractor or subcontractor to provide) certificates of insurance for workers' compensation and other coverage in amounts and from an insurance company reasonably satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon completion of any Alterations, Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and subcontractors who did the work and final lien waivers from all such contractors and subcontractors; and (ii) "as built" plans for any such Alteration.

Other than (i) the items, if any, listed on EXHIBIT F attached hereto, (ii) any items agreed by Landlord in writing to be included on EXHIBIT F in the future, and (iii) any trade fixtures, machinery, equipment, and other personal property not paid for out of the TI Fund (as defined in the Work Letter) which may be removed without material damage to the Premises, which damage shall be repaired (including capping or terminating utility hook-ups behind walls) by Tenant during the Term (collectively, "TENANT'S PROPERTY"), all property of any kind paid for with the TI Fund, all Alterations, real property

fixtures, built-in machinery and equipment, built-in casework and cabinets and other similar additions and improvements built into the Premises so as to become an integral part of the Premises, such as equipment other than fume hoods which

penetrate the roof or plenum area, built-in cold rooms, built-in warm rooms, walk-in cold rooms, walk-in warm rooms, deionized water systems, built-in plumbing, electrical and mechanical equipment and systems, any power generator and transfer switch, and, unless paid for by Tenant and listed on EXHIBIT F, glass washing equipment, autoclaves, and chillers (collectively, "INSTALLATIONS") shall be and shall remain the property of Landlord during the Term and following the expiration or earlier termination of the Term, shall not be removed by Tenant at any time during the Term and shall remain upon and be surrendered with the Premises as a part thereof in accordance with SECTION 28 following the expiration or earlier termination of this Lease; PROVIDED, HOWEVER, that Landlord shall, at the time its approval of such Installation is requested notify Tenant if it has elected to cause Tenant to remove such Installation upon the expiration or earlier termination of this Lease. If Landlord so elects, Tenant shall remove such Installation upon the expiration or earlier termination of this Lease and restore any damage caused by or occasioned as a result of such removal, including, when removing any of Tenant's Property which was plumbed, wired or otherwise connected to any of the Building Systems, capping off all such connections behind the walls of the Premises and repairing any holes, and modifying or rebalancing the heating, ventilating and air conditioning system in the Premises to ensure the proper operation thereof after such removal. During any such restoration period, Tenant shall pay Rent to Landlord as provided herein as if said space were otherwise occupied by Tenant.

13. LANDLORD'S REPAIRS. Landlord, (the cost of which shall be reimbursable as an Operating Expense to the extent included therein as set forth in Section 5), shall maintain all of the structural, exterior, parking and other Common Areas of the Project, including HVAC, plumbing, fire sprinklers, elevators and all other building systems serving the Premises and other portions of the Project ("BUILDING SYSTEMS"), in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, or by any of Tenant's agents, servants, employees, invitees and contractors (collectively, "TENANT PARTIES") excluded. Losses and damages caused by Tenant or any Tenant Party shall be repaired by Landlord, to the extent not covered by insurance, at Tenant's sole cost and expense. Landlord reserves the right to stop Building Systems services when necessary (i) by reason of accident or emergency, or (ii) for planned repairs, alterations or improvements, which are, in the judgment of Landlord, desirable or necessary to be made, until said repairs, alterations or improvements shall have been completed. Landlord shall have no responsibility or liability for failure to supply Building Systems services during any such period of interruption; PROVIDED, HOWEVER, that (i) Landlord shall, except in case of emergency, make a commercially reasonable effort to give Tenant 24 hours advance notice of any planned stoppage of Building Systems services for routine maintenance, repairs, alterations or improvements, and (ii) any work or repairs performed by Landlord shall be performed in a commercially reasonable and diligent manner and in a manner as to minimize interference with Tenant's business and use of the Premises. Tenant shall promptly give Landlord written notice of any repair required by Landlord pursuant to this Section, after which Landlord shall have a reasonable opportunity to effect such repair. Landlord shall not be liable for any failure to make any repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after Tenant's written notice of the need for such repairs or maintenance. Tenant waives its rights under any state or local law to terminate this Lease or, except as expressly set forth in SECTION 31, to make such repairs at Landlord's expense and agrees that the parties' respective rights with respect to such matters shall be solely as set forth herein. Repairs required as the result of fire, earthquake, flood, vandalism, war, or similar cause of damage or destruction shall be controlled by SECTION 18.

14. TENANT'S REPAIRS. Subject to SECTION 13 hereof, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises, including, without limitation, entries, doors, ceilings, interior windows, interior walls, and the interior side of demising walls. Such repair and replacement may include capital expenditures and repairs whose benefit may extend beyond the Term. Should Tenant fail to make any such repair or replacement or fail to maintain the Premises, Landlord shall give Tenant notice of such failure. If Tenant fails to commence cure of such failure within 10 days of Landlord's notice, and thereafter diligently prosecute such cure to completion, Landlord may perform such

work and shall be reimbursed by Tenant within 10 days after demand therefor; provided, however, that if such failure by Tenant creates or could create an emergency, Landlord may immediately commence cure of such failure and shall thereafter be entitled to recover the costs of such cure from Tenant. Subject to SECTIONS 17 and 18, Tenant shall bear the full uninsured cost of any repair or replacement to any part of the Project that results from damage caused by Tenant or any Tenant Party.

15. MECHANIC'S LIENS. Tenant shall discharge, by bond or otherwise, any mechanic's lien filed against the Premises or against the Project for work claimed to have been done for, or materials claimed to have been furnished to, Tenant within 10 days after the filing thereof, at Tenant's sole cost and shall otherwise keep the Premises and the Project free from any liens arising out of work performed, materials furnished or obligations incurred by Tenant. Should Tenant fail to discharge or bond over any lien described herein, Landlord shall have the right, but not the obligation, to pay such claim or post a bond or otherwise provide security to eliminate the lien as a claim against title to the Project and the cost thereof shall be immediately due from Tenant as Additional Rent. If Tenant shall lease or finance the acquisition of office equipment, furnishings, or other personal property of a removable nature utilized by Tenant in the operation of Tenant's business, Tenant warrants that any Uniform Commercial Code Financing Statement filed as a matter of public record by any lessor or creditor of Tenant will upon its face or by exhibit thereto indicate that such Financing Statement is applicable only to removable personal property of Tenant located within the Premises. In no event shall the address of the Project be furnished on the statement without qualifying language as to applicability of the lien only to removable personal property.

16. INDEMNIFICATION. Tenant hereby indemnifies and agrees to defend, save and hold Landlord harmless from and against any and all Claims for injury or death to persons or damage to property occurring within or about the Premises, arising directly or indirectly out of the use or occupancy of the Premises or a breach or default by Tenant in the performance of any of its obligations hereunder, unless caused solely by the willful misconduct or negligence of the Landlord Parties (as defined in SECTION 17 below). Landlord shall not be liable to Tenant for, and Tenant assumes all risk of damage to, personal property (including, without limitation, loss of records kept within the Premises). Tenant further hereby irrevocably waives any and all Claims for injury to Tenant's business or loss of income relating to any such damage or destruction of personal property (including, without limitation, any loss of records), unless caused by the willful misconduct or negligence of Landlord. Landlord shall not be liable for any damages arising from any act, omission or neglect of any tenant in the Project or of any other third party that is not acting as an agent of Landlord.

17. INSURANCE. Landlord shall maintain all risk property and, if applicable, sprinkler damage insurance covering the full replacement cost of the Project - or such lesser coverage amount as Landlord may elect PROVIDED such coverage amount is not less than 90% of such full replacement cost. Landlord shall further procure and maintain commercial general liability insurance with a single loss limit of not less than $2,000,000 for bodily injury and property damage with respect to the Project. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may reasonably deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for

any improvements installed by Tenant or which are in addition to the standard improvements customarily furnished by Landlord without regard to whether or not such are made a part of the Project. All such insurance shall be included as part of Operating Expenses. The Project may be included in a blanket policy (in which case the cost of such insurance allocable to the Project will be determined by Landlord based upon the insurer's reasonable cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its sole cost and expense, shall maintain during the Term: all risk property insurance with business interruption and extra expense coverage, covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability

insurance with such limits as required by law; commercial general liability insurance, with a minimum limit of not less than $2,000,000 per occurrence for bodily injury and property damage with respect to the Premises. The commercial general liability insurance policy shall name Landlord, its officers, directors, employees, managers, agents, invitees and contractors (collectively, "LANDLORD PARTIES"), as additional insureds. The commercial general liability policy shall insure on an occurrence and not a claims-made basis; shall be issued by insurance companies which have a rating of not less than policyholder rating of A and financial category rating of at least Class X in "Best's Insurance Guide"; shall not be cancelable for nonpayment of premium unless 10 days prior written notice shall have been given to Landlord from the insurer; contain a hostile fire endorsement and a contractual liability endorsement; and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). Copies of such policies (if requested by Landlord), or certificates of insurance showing the limits of coverage required hereunder and showing Landlord as an additional insured, along with reasonable evidence of the payment of premiums for the applicable period, shall be delivered to Landlord by Tenant upon commencement of the Term and upon each renewal of said insurance. Tenant's policy may be a "blanket policy" with an aggregate per location endorsement which specifically provides that the amount of insurance shall not be prejudiced by other losses covered by the policy. Tenant shall, at least 5 days prior to the expiration of such policies, furnish Landlord with renewal certificates.

In each instance where insurance is to name Landlord as an additional insured, Tenant shall upon 10 days written request of Landlord also designate and furnish certificates so evidencing Landlord as additional insured to: (i) any lender of Landlord holding a security interest in the Project or any portion thereof, (ii) the landlord under any lease wherein Landlord is tenant of the real property on which the Project is located, if the interest of Landlord is or shall become that of a tenant under a ground or other underlying lease rather than that of a fee owner, and/or (iii) any management company retained by Landlord to manage the Project.

The property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, and their respective officers, directors, employees, managers, agents, invitees and contractors ("RELATED PARTIES"), in connection with any loss or damage thereby insured against. Neither party nor its respective Related Parties shall be liable to the other for loss or damage caused by any risk insured against under property insurance

required to be maintained hereunder, and each party waives any claims against the other party, and its respective Related Parties, for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its respective Related Parties shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or the Project from any cause whatsoever. If the foregoing waivers shall contravene any law with respect to exculpatory agreements, the liability of Landlord or Tenant shall be deemed not released but shall be secondary to the other's insurer.

Landlord may require insurance policy limits to be raised to conform with requirements of Landlord's lender and/or to bring coverage limits to commercially reasonable levels then being generally required of new tenants within the Project.

18. RESTORATION. If, at any time during the Term, the Project or the Premises are damaged or destroyed by a fire or other casualty, Landlord shall notify Tenant within 60 days after discovery of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Project or the Premises, as applicable (the "RESTORATION PERIOD"), and whether or not Landlord elects to restore the Premises. If the Restoration Period is estimated to exceed 9 months (the "MAXIMUM RESTORATION PERIOD"), or, if the casualty is uninsured and Landlord elects not to restore, Landlord may, in such notice, elect to terminate this Lease as of the date that is 75 days after the date of discovery of such damage or destruction; provided, however, that notwithstanding Landlord's election to restore, Tenant may elect to terminate this Lease by written notice to Landlord delivered within 5 business days of delivery of a notice from Landlord estimating a Restoration Period for the Premises longer than the Maximum Restoration Period. Unless either Landlord or Tenant so elect to terminate this Lease, Landlord shall, subject to

receipt of sufficient insurance proceeds (with any commercially reasonable deductible to be treated as a current Operating Expense), promptly restore the Premises (including the Tenant Improvements installed pursuant to EXHIBIT C, but excluding the improvements installed by Tenant or by Landlord and paid for by Tenant, subject to delays arising from the collection of insurance proceeds, from Force Majeure events or as needed to obtain any license, clearance or other authorization of any kind required to enter into and restore the Premises issued by any Governmental Authority having jurisdiction over the use, storage, handling, treatment, generation, release, disposal, removal or remediation of Hazardous Materials (as defined in SECTION 30) in, on or about the Premises (collectively referred to herein as "HAZARDOUS MATERIALS CLEARANCES"); PROVIDED, HOWEVER, that if repair or restoration of the Premises is not substantially complete as of the end of the Maximum Restoration Period or, if longer, the Restoration Period, (i) Landlord may, in its sole and absolute discretion, elect not to proceed with such repair and restoration, in which event Landlord shall be relieved of its obligation to make such repairs or restoration and this Lease shall terminate as of the date that is 75 days after the later of: (a) discovery of such damage or destruction, or (b) the date all required Hazardous Materials Clearances are obtained (Landlord hereby agreeing to cooperate with Tenant's efforts to obtain such Hazardous Materials Clearances for the Premises, provided that Tenant shall be solely responsible for obtaining the same), but Landlord shall retain any Rent paid and the right to any Rent payable by Tenant prior to such election by Landlord or Tenant, and (ii) Tenant may, in its sole and absolute discretion, elect to terminate this Lease, in which event Landlord and Tenant shall be relieved of its obligations to make any repairs or restoration. If this Lease is terminated pursuant to this SECTION 18, the Security Deposit

shall be returned to Tenant in accordance with and subject to the terms of SECTION 6 above.

Upon notice from Landlord that Tenant may commence work hereunder following a casualty (which Landlord shall authorize as soon as such entry shall not materially interfere with Landlord's completion of its restoration of the Premises), Tenant, at its expense, shall use commercially reasonable efforts to perform, subject to delays arising from the collection of insurance proceeds, from Force Majeure (as defined in SECTION 34) events, and obtaining Hazardous Material Clearances, all repairs or restoration to the Premises not required to be done by Landlord and, thereafter, shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, Landlord and Tenant may terminate this Lease if the Premises are damaged during the last 1 year of the Term and Landlord reasonably estimates that it will take more than 2 months to repair such damage, or if insurance proceeds are not available for such restoration. Rent shall be abated from the date all required Hazardous Material Clearances are obtained until the Premises are repaired and restored, in the proportion which the area of the Premises, if any, which is not usable by Tenant for the conduct of Tenant's business therein to the extent substantially similar to Tenant's business prior to damage or casualty loss bears to the total area of the Premises, unless Landlord provides Tenant with other reasonably equivalent space for the conduct of Tenant's business therein to an extent substantially similar to Tenant's business prior to damage or casualty loss during the period of repair that is suitable for the temporary conduct of Tenant's business. Such abatement shall be the sole remedy of Tenant, and except as provided in this SECTION 18, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

The provisions of this Lease, including this SECTION 18, constitute an express agreement between Landlord and Tenant with respect to any and all damage to, or destruction of, all or any part of the Premises, or any other portion of the Project, and any statute or regulation which is now or may hereafter be in effect shall have no application to this Lease or any damage or destruction to all or any part of the Premises or any other portion of the Project, the parties hereto expressly agreeing that this SECTION 18 sets forth their entire understanding and agreement with respect to such matters.

19. CONDEMNATION. If the whole or any material part of the Premises or the Project is taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "TAKING" or "TAKEN"), and the Taking would in Landlord's reasonable judgment either prevent or materially interfere with Tenant's access to or use of the Premises or materially interfere with or impair Landlord's ownership or operation of the Project, then upon written notice by Landlord this Lease shall terminate and Rent shall be apportioned as of said date. If this Lease is terminated pursuant to this SECTION 19, the Security Deposit shall be returned to Tenant in accordance with and subject to the terms of SECTION 6

above. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, Landlord shall promptly restore the Premises and the Project as nearly as is commercially reasonable under the circumstances to their condition prior to such partial Taking and the rentable square footage of the Building, the rentable square footage of the Premises, Tenant's Share of Operating Expenses and the Rent payable hereunder during the unexpired Term shall be reduced to such extent as may be fair and reasonable under the circumstances. Upon any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's

interest, if any, in such award, except as provided in the next sentence. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant. Tenant hereby waives any and all rights it might otherwise have pursuant to any provision of state law to terminate this Lease upon a partial Taking of the Premises or the Project.

20. EVENTS OF DEFAULT. Each of the following events shall be a default ("DEFAULT") by Tenant under this Lease:

(a) PAYMENT DEFAULTS. Tenant shall fail to pay any installment of Rent or any other payment hereunder when due, provided, however, that Landlord will give Tenant notice and an opportunity to cure any failure to pay Rent within 3 business days of any such notice not more than twice in any 12 month period and Tenant agrees that such notice shall be in lieu of and not in addition to, or shall be deemed to be, any notice required by law

(b) INSURANCE. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or shall be reduced or materially changed, or Landlord shall receive a notice of nonrenewal of any such insurance, and Tenant shall fail to obtain replacement insurance at least 20 days before the expiration of the current coverage.

(c) ABANDONMENT. Tenant shall abandon the Premises, provided that Tenant shall not be deemed to have abandoned the Premises if (i) Tenant provides Landlord with reasonable advance notice prior to vacating and, at the time of vacating the Premises, (ii) Tenant completes Tenant's obligations with respect to the Surrender Plan in compliance with Section 28 if the Premises have been vacant for more than 6 months, (iii) Tenant has made reasonable arrangements with Landlord for the security of the Premises for the balance of the Term, and (iv) Tenant continues during the balance of the Term to satisfy all of its obligations under the Lease as they come due

(d) IMPROPER TRANSFER. Tenant shall assign, sublease or otherwise transfer or attempt to transfer all or any portion of Tenant's interest in this Lease or the Premises except as expressly permitted herein, or Tenant's interest in this Lease shall be attached, executed upon, or otherwise judicially seized and such action is not released within 90 days of the action.

(e) LIENS. Tenant shall fail to discharge or otherwise obtain the release of or bond over any lien placed upon the Premises in violation of this Lease within 10 days after written notice to Tenant that any such lien has been filed against the Premises.

(f) INSOLVENCY EVENTS. Tenant or any guarantor or surety of Tenant's obligations hereunder shall: (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "PROCEEDING FOR RELIEF"); (C) become the subject of any Proceeding for Relief which is not dismissed within 90 days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(g) ESTOPPEL CERTIFICATE OR SUBORDINATION AGREEMENT. Tenant fails to execute any document required from Tenant under SECTIONS 23 or 27 within 5 days after a second notice requesting such document.

(h) OTHER DEFAULTS. Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this SECTION 20, and, except as otherwise expressly provided herein, such failure shall continue for a period of 10 days after written notice thereof from Landlord to Tenant.

Any notice given under SECTION 20(h) hereof shall: (i) specify the alleged default, (ii) demand that Tenant cure such default, (iii) be in lieu of, and not in addition to, or shall be deemed to be, any notice required under any provision of applicable law, and (iv) not be deemed a forfeiture or a termination of this Lease unless Landlord elects otherwise in such notice; PROVIDED that if the nature of Tenant's default pursuant to SECTION 20(h) is such that it cannot be cured by the payment of money and reasonably requires more than 10 business days to cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 10 business day period and thereafter diligently prosecutes the same to completion; PROVIDED, HOWEVER, that such cure shall be completed no later than 30 days from the date of Landlord's notice.

21. LANDLORD'S REMEDIES.

(a) PAYMENT BY LANDLORD; INTEREST. Upon a Default by Tenant hereunder, Landlord may, without waiving or releasing any obligation of Tenant hereunder, make such payment or perform such act. All sums so paid or incurred by Landlord, together with interest thereon, from the date such sums were paid or incurred, at the annual rate equal to 12% per annum or the highest rate permitted by law (the "DEFAULT RATE"), whichever is less, shall be payable to Landlord on demand as additional Rent. Nothing herein shall be construed to create or impose a duty on Landlord to mitigate any damages resulting from Tenant's Default hereunder.

(b) LATE PAYMENT RENT. Late payment by Tenant to Landlord of Rent and other sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult and impracticable to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord under any Mortgage covering the Premises. Therefore, if any installment of Rent due from Tenant is not received by Landlord within 5 days after the date such payment is due, Tenant shall pay to Landlord an additional sum of 6% of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. In addition to the late charge, Rent not paid when due shall bear interest at the Default Rate from the 5th day after the date due until paid.

(c) REMEDIES. Upon and during the continuance of a Default, Landlord, at its option, without further notice or demand to Tenant, shall have in addition to all other rights and remedies provided in this Lease, at law or in equity, the option to pursue any one or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever. No cure in whole or in part of such Default by Tenant after Landlord has taken any action beyond giving Tenant notice of such Default to pursue any remedy provided for herein (including retaining counsel to file an action or otherwise pursue any remedies) shall in any way affect Landlord's right to pursue such remedy or any other remedy provided Landlord herein or under law or in equity, unless Landlord, in its sole discretion, elects to waive such Default.

(i) This Lease and the Term and estate hereby granted are subject to the limitation that whenever a Default shall have happened and be continuing beyond any applicable notice and cure periods, Landlord shall have the right, at its election, then or thereafter while any such Default shall continue beyond any applicable notice and cure periods, and notwithstanding the fact that Landlord may have some

other remedy hereunder or at law or in equity, to give Tenant written notice of Landlord's intention to terminate this Lease on a date specified in such notice,

which date shall be not less than 5 days after the giving of such notice, and upon the date so specified, this Lease and the estate hereby granted shall expire and terminate with the same force and effect as if the date specified in such notice were the date hereinbefore fixed for the expiration of this Lease, and all right of Tenant hereunder shall expire and terminate, and Tenant shall be liable as hereinafter in this SECTION 21(c) provided. If any such notice is given, Landlord shall have, on such date so specified, the right of re-entry and possession of the Premises and the right to remove all persons and property therefrom and to store such property in a warehouse or elsewhere at the risk and expense, and for the account, of Tenant. Should Landlord elect to re-enter as herein provided or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may from time to time re-let the Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Landlord may deem advisable, with the right to make commercially reasonable alterations in and repairs to the Premises.

(ii) In the event of any termination of this Lease as in this SECTION 21 provided or as required or permitted by law or in equity, Tenant shall forthwith quit and surrender the Premises to Landlord, and Landlord may, without further notice, enter upon, re-enter, possess and repossess the same by summary proceedings, ejectment or otherwise, and again have, repossess and enjoy the same as if this Lease had not been made, and in any such event Tenant and no person claiming through or under Tenant by virtue of any law or an order of any court shall be entitled to possession or to remain in possession of the Premises. Landlord, at its option, notwithstanding any other provision of this Lease, shall be entitled to recover from Tenant, as and for liquidated damages, the sum of;

(A) all Base Rent, Additional Rent and other amounts payable by Tenant hereunder then due or accrued and unpaid: and

(B) the amount equal to the aggregate of all unpaid Base Rent and Additional Rent which would have been payable if this Lease had not been terminated prior to the end of the Term then in effect, discounted to its then present value in accordance with accepted financial practice using a rate of 5% per annum, for loss of the bargain; and

(C) all other damages and expenses (including attorneys' fees and expenses), if any, which Landlord shall have sustained by reason of the breach of any provision of this Lease; less

(D) the net proceeds of (i) any re-letting actually received by Landlord and (ii) the amount of damages which Tenant proves could have been avoided had Landlord taken reasonable steps to mitigate its damages.

(iii) Nothing herein contained shall limit or prejudice the

right of Landlord, in any bankruptcy or insolvency proceeding, to prove for and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any bankruptcy or insolvency proceedings, or to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law whether such amount shall be greater or less than the excess referred to above.

(iv) Nothing in this SECTION 21 shall be deemed to affect the right of either party to indemnifications pursuant to this Lease.

(v) If Landlord terminates this Lease upon the occurrence of a Default, Tenant will quit and surrender the Premises to Landlord or its agents, and Landlord may, without further notice, enter upon, re-enter and repossess the Premises by summary proceedings, ejectment or

otherwise. The words "enter", "re-enter", and "re-entry" are not restricted to their technical legal meanings.

(vi) If either party shall be in default in the observance or performance of any provision of this Lease, and an action shall be brought for the enforcement thereof in which it shall be determined that such party was in default, the party in default shall pay to the other all fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including attorneys' fees and expenses.

(vii) If Tenant shall default in the keeping, observance or performance of any covenant, agreement, term, provision or condition herein contained, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant (a) immediately or at any time thereafter and without notice in the case of emergency or in case such default will result in a violation of any legal or insurance requirements, or in the imposition of any lien against all or any portion of the Premises, and (b) in any other case if such default continues after any applicable cure period provided in SECTION 21. All reasonable costs and expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and also all reasonable costs and expenses, including attorneys' fees and disbursements incurred by Landlord in any action or proceeding (including any summary dispossess proceeding) brought by Landlord to enforce any obligation of Tenant under this Lease and/or right of Landlord in or to the Premises, shall be paid by Tenant to Landlord within 10 days after demand.

(viii) Independent of the exercise of any other remedy of Landlord hereunder or under applicable law, Landlord may conduct an environmental test of the Premises as generally described in SECTION 30(D) at Tenant's expense.

(ix) Except as otherwise provided in this SECTION 21, no right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or now or hereafter existing. No waiver of any provision of this Lease shall be deemed to have been made unless expressly so made in writing. Landlord shall be entitled, to the extent permitted by law, to seek injunctive relief in case of the

violation, or attempted or threatened violation, of any provision of this Lease, or to seek a decree compelling observance or performance of any provision of this Lease, or to seek any other legal or equitable remedy.

22. ASSIGNMENT AND SUBLETTING.

(a) GENERAL PROHIBITION. Without Landlord's prior written consent subject to and on the conditions described in this SECTION 22, Tenant shall not, directly or indirectly, voluntarily or by operation of law, assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises, and any attempt to do any of the foregoing shall be void and of no effect. If Tenant is a corporation, partnership or limited liability company, the shares or other ownership interests thereof which are not actively traded upon a stock exchange or in the over-the-counter market, a transfer or series of transfers whereby 50% or more of the issued and outstanding shares or other ownership interests of such corporation are, or voting control is, transferred (but excepting transfers upon deaths of individual owners) from a person or persons or entity or entities which were owners thereof at time of execution of this Lease to persons or entities who were not owners of shares or other ownership interests of the corporation, partnership or limited liability company at time of execution of this Lease, shall be deemed an assignment of this Lease requiring the reasonable consent of Landlord as provided in this SECTION 22. Notwithstanding the foregoing, any public offering of shares or other ownership interest in Tenant, or any private financing by institutional investors who regularly invest in private life science companies, shall not be deemed an assignment.

(b) PERMITTED TRANSFERS. If Tenant desires to assign, sublease, hypothecate or otherwise transfer this Lease or sublet the Premises other than pursuant to a Permitted Assignment (as defined below), then at least 15 business days, but not more than 45 business days, before the date Tenant desires the assignment or sublease to be effective (the "ASSIGNMENT DATE"), Tenant shall give Landlord a notice (the "ASSIGNMENT NOTICE") containing such information about the proposed assignee or sublessee, including the proposed use of the Premises and any Hazardous Materials proposed to be used, stored handled, treated, generated in or released or disposed of from the Premises, the Assignment Date, any relationship between Tenant and the proposed assignee or sublessee, and all material terms and conditions of the proposed assignment or sublease, including a copy of any proposed assignment or sublease in its final form, and such other information as Landlord may deem reasonably necessary or appropriate to its consideration whether to grant its consent. Landlord shall, by giving written notice to Tenant within 15 business days after receipt of the Assignment Notice: (i) grant such consent, (ii) refuse such consent, in its discretion, provided such consent is not unreasonably withheld, conditioned or delayed (provided that landlord shall further have the right to review and approve or disapprove the proposed form of sublease prior to the effective date of any such subletting), or (iii) in the case of a proposed assignment or subletting of 50% or more of the Premises, terminate this Lease with respect to the space described in the Assignment Notice as of the Assignment Date (an "ASSIGNMENT TERMINATION"). Notwithstanding the foregoing, Landlord shall have the absolute right to refuse to consent to any assignment of this Lease or sublease of any portion of the Premises, if at the time of either Tenant's notice of the proposed assignment or sublease or the proposed commencement date thereof, there shall exist any uncured default of Tenant or matter which will become a default of Tenant with passage of time unless cured, or if the proposed

assignee or sublessee is an entity: (i) which is incompatible with the character of occupancy of the Building; (ii) which engages in controversial research or other activities likely to cause public protest at the Building, or which engages in activities with a higher level of Hazardous Materials (as defined below) than engaged in by Tenant or which involve other significant risk factors, or (iii) which, in Landlord's reasonable judgment, has less net worth than Tenant has on the Commencement Date. If Landlord delivers notice of its election to exercise an Assignment Termination, Tenant shall have the right to withdraw such Assignment Notice by written notice to Landlord of such election within 5 business days after Landlord's notice electing to exercise the Assignment Termination. If Tenant withdraws such Assignment Notice, this Lease shall continue in full force and effect. If Tenant does not withdraw such Assignment Notice, this Lease, and the term and estate herein granted, shall terminate as of the Assignment Date with respect to the space described in such Assignment Notice. No failure of Landlord to exercise any such option to terminate this Lease, or to deliver a timely notice in response to the Assignment Notice, shall be deemed to be Landlord's consent to the proposed assignment, sublease or other transfer. Tenant shall reimburse Landlord for up to $2,500.00 of Landlord's reasonable out-of-pocket expenses in connection with its consideration of any Assignment Notice.

Notwithstanding the foregoing, Landlord's consent to an assignment of this Lease or a subletting of any portion of the Premises to any entity controlling, controlled by or under common control with Tenant shall not be required, provided that Landlord shall have the right to approve the form of any such sublease or assignment, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to assign or sublease this Lease, upon 30 days prior written notice to Landlord but without obtaining Landlord's prior written consent, to a corporation or other entity which is a successor-in-interest to Tenant, by way of merger, consolidation or corporate reorganization, or by the purchase of all or substantially all of the assets or the ownership interests of Tenant provided that (i) such merger or consolidation, or such acquisition or assumption, as the case may be, is not principally for avoiding the requirements of Landlord's consent in this Section 22(b), and (ii) the net worth (as determined in accordance with generally accepted accounting principles ("GAAP")) of the assignee is not less than $50,000,000 (as determined in accordance with GAAP) of Tenant as of the date of Tenant's most current quarterly or annual financial statements, and (iii) such assignee shall agree in writing to assume all of the terms, covenants and conditions of this Lease arising after the effective date of the assignment (each of the transactions described in this paragraph is defined as a "PERMITTED ASSIGNMENT").

(c) ADDITIONAL CONDITIONS. As a condition to any such assignment or subletting, whether or not Landlord's consent is required, Landlord may require:

(i) that any assignee or subtenant agree, in writing at the time of such assignment or subletting, that if Landlord gives such party notice that Tenant is in Default under this Lease, such party shall thereafter make all payments otherwise due Tenant directly to Landlord, which payments will be received by Landlord without any liability except to credit such payment against those due under the Lease, and any such third party shall agree to attorn to Landlord or its successors and assigns should this Lease be terminated for any reason; PROVIDED, HOWEVER, in no event shall Landlord or its successors or assigns be obligated to accept such attornment; and

(ii) A list of Hazardous Materials, certified by the proposed assignee or sublessee to be true and correct, which the proposed assignee or sublessee intends to use, store, handle, treat, generate in or release or dispose of from the Premises, together with copies of the following documents relating to such use, storage, handling, treatment, generation, release or disposal of Hazardous Materials by the proposed assignee or subtenant in the Premises or on the Project, prior to the proposed assignment or subletting: permits; approvals; reports and correspondence; storage and management plans; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, that installation of underground tanks shall only be permitted after Landlord has given its written consent to do so, which consent may be withheld in Landlord's sole and absolute discretion, and installation of above ground tanks shall only be permitted after Landlord has given its written consent to do so, which consent shall not be unreasonably withheld, conditioned or delayed so long as such tanks are used in the conduct of Tenant's Permitted Uses in the Premises); and all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks. Neither Tenant nor any such proposed assignee or subtenant is required, however, to provide Landlord with any portion(s) of the such documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities and Tenant may redact any proprietary information from such documents prior to providing them to Landlord. Landlord hereby agrees that Tenant may install above-ground tanks for the conduct of Tenant's Permitted Uses in the Premises for the storage of nitrogen, carbon dioxide, helium, and diesel fuel associated with Tenant's emergency generator, provided that such installations shall be in locations designated by Landlord, with screening and in accordance with such other reasonable requirements as Landlord may designate from time to time (such installations being included in the Premises for the purposes of this Lease).

(d) NO RELEASE OF TENANT, SHARING OF EXCESS RENTS. Notwithstanding any assignment or subletting, Tenant and any guarantor or surety (unless replaced in Landlord's sole and absolute discretion) of Tenant's obligations under this Lease shall at all times remain fully and primarily responsible and liable for the payment of Rent and for compliance with all of Tenant's other obligations under this Lease. If the Rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto in any form) exceeds the Rent payable under this Lease, (excluding however, any Rent payable under this Section) and actual and reasonable brokerage fees, legal costs and any design or construction fees and tenant improvement costs directly related to and required pursuant to the terms of any such assignment or sublease) ("EXCESS RENT"), then Tenant shall be bound and obligated to pay Landlord as Additional Rent hereunder 50% of such Excess Rent within 10 days following receipt thereof by Tenant. If Tenant shall sublet the Premises or any part thereof, Tenant hereby immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any such subletting, and Landlord as assignee and as attorney in fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of a Default, Tenant shall have the right to collect, keep and spend its 50% of such Excess Rent.

(e) NO WAIVER. The consent by Landlord to an assignment or subletting shall not relieve Tenant or any assignees of this Lease or any sublessees of the Premises from obtaining the consent of Landlord to any further assignment or subletting nor shall it release Tenant or any assignee or sublessee of Tenant from full and primary liability under the Lease. The acceptance of Rent hereunder, or the acceptance of performance of any other term, covenant, or condition thereof, from any other person or entity shall not be deemed to be a waiver of any of the provisions of this Lease or a consent to any subletting, assignment or other transfer of the Premises.

(f) PRIOR CONDUCT OF PROPOSED TRANSFEREE. Notwithstanding any other provision of this SECTION 22, if (i) the proposed assignee or sublessee of Tenant has been required by any prior landlord, lender or Governmental Authority to take remedial action in connection with Hazardous Materials contaminating a property, where the contamination resulted from such party's action or use of the property in question, (ii) the proposed assignee or sublessee is subject to an enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority), or (iii) because of the existence of a pre-existing environmental condition in the vicinity of or underlying the Project, the risk that Landlord would be targeted as a responsible party in connection with the remediation of such pre-existing environmental condition would be materially increased or exacerbated by the proposed use of Hazardous Materials (other than those Hazardous Materials used by Tenant) by such proposed assignee or sublessee, Landlord shall have the absolute right to refuse to consent to any assignment or subletting to any such party.

23. ESTOPPEL CERTIFICATE. Tenant shall, within 10 business days of written notice from Landlord, execute, acknowledge and deliver a statement in writing in any form reasonably requested by a proposed lender or purchaser, (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which the rental and other charges are paid in advance, if any, (ii) acknowledging that, to the best of Tenant's knowledge, there are not any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) setting forth (to the best of Tenant's knowledge, where such qualification is appropriate) such further information with respect to the status of this Lease or the Premises as may be requested thereon. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall, at the option of Landlord, be conclusive upon Tenant that the Lease is in full force and effect and without modification except as may be represented by Landlord in any certificate prepared by Landlord and delivered to Tenant for execution.

24. QUIET ENJOYMENT. So long as Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

25. PRORATIONS. All prorations required or permitted to be made hereunder shall be made on the basis of a 360 day year and 30 day months.

26. RULES AND REGULATIONS. Tenant shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises and the Project. The current rules and regulations are attached hereto as EXHIBIT E. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project and shall not enforce such rules and regulations in a discriminatory manner.

27. SUBORDINATION. This Lease and Tenant's interest and rights hereunder are hereby made and shall be subject and subordinate at all times to the lien of any Mortgage now existing or hereafter created on or against the Project or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant; PROVIDED, HOWEVER that so long as there is no Default hereunder, Tenant's right to possession of the Premises shall not be disturbed by the Holder of any such Mortgage. Tenant agrees, at the election of the Holder of any such Mortgage, to attorn to any such Holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination, and such instruments of attornment as shall be requested by any such Holder, provided any such instruments contain appropriate commercially reasonable non-disturbance provisions assuring Tenant's quiet enjoyment of the Premises as set forth in SECTION 24 hereof. Notwithstanding the foregoing, any such Holder may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of execution, delivery or recording and in that event such Holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such Mortgage and had been assigned to such Holder. The term "MORTGAGE" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "HOLDER" of a Mortgage shall be deemed to include the beneficiary under a deed of trust. Within a reasonable time after the Commencement Date, Landlord shall request and shall use commercially reasonable efforts to obtain a commercially reasonable non-disturbance agreement to Tenant from the current mortgagee, Minnesota Life Insurance Company, and from any future mortgagee, provided that Landlord's failure to obtain the same shall not constitute a default hereunder nor shall the same affect the rights or obligations of the parties under this Lease.

28. SURRENDER. Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, subject to any Alterations or Installations permitted by Landlord to remain in the Premises, free of Hazardous Materials (other than Pre-existing Conditions and Migrating Conditions, as defined in Section 30(a) below), brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from, the Premises by any person other than a Landlord Party (collectively, "TENANT HAZMAT OPERATIONS") and released of all Hazardous Materials Clearances, broom clean, ordinary wear and tear and casualty loss and condemnation covered by SECTIONS 18 and 19 excepted. At least 3 months prior to the surrender of the Premises, Tenant shall deliver to Landlord a narrative description of the actions proposed (or required by any Governmental Authority) to be taken by Tenant in order to surrender the Premises (including any Installations permitted by Landlord to remain in the Premises) at the expiration or earlier termination of the Term, free from any residual impact from the Tenant HazMat Operations and otherwise released for unrestricted use and occupancy (the "SURRENDER PLAN"). Such Surrender Plan shall be accompanied by a current listing of (i) all Hazardous Materials licenses and permits held by or on behalf of any Tenant Party with respect to the Premises, and (ii) all Hazardous Materials used, stored, handled, treated, generated, released or disposed of from the Premises, and shall be subject to the review and reasonable approval of Landlord's environmental consultant. Within five (5) business days after receipt of Tenant's proposed Surrender Plan, Landlord shall provide a written notice to Tenant indicating whether Landlord approves or disapproves of

such proposed Surrender Plan; if Landlord disapproves of such Surrender Plan (i) such notice shall specify all reasons why such proposed Surrender Plan is disapproved, and (ii) Landlord and Tenant shall use commercially reasonable efforts and cooperate with each other to revise the Surrender Plan until it is reasonably acceptable to Landlord and Tenant. In connection with the review and approval of the Surrender Plan, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such additional non-proprietary information concerning Tenant HazMat Operations as Landlord shall request. On or before such surrender, Tenant shall deliver to Landlord evidence that the approved Surrender Plan shall have been satisfactorily completed and Landlord shall have the right, subject to reimbursement at Tenant's expense as set forth below, to cause Landlord's environmental consultant to inspect the Premises and perform such additional procedures as may be deemed reasonably necessary to confirm that the Premises are, as of the effective date of such surrender or early termination of the Lease, free from any residual impact from Tenant HazMat Operations. Tenant shall reimburse Landlord, as Additional Rent, for the actual out of pocket expense incurred by Landlord for Landlord's environmental consultant to review and approve the Surrender Plan and to visit the Premises

and verify satisfactory completion of the same, which cost shall not exceed $1,500. Landlord shall have the unrestricted right to deliver such Surrender Plan and any report by Landlord's environmental consultant with respect to the surrender of the Premises to Landlord's lenders, investors, buyers, and successor tenants of the Premises and their respective successors in interest, subject to the requirement that such parties keep the Surrender Plan and any such reports confidential (except for transmission of the same to their respective successors in interest, subject to the same confidentiality requirement).

If Tenant shall fail to prepare or submit a Surrender Plan approved by Landlord, or if Tenant shall fail to complete the approved Surrender Plan, or if such Surrender Plan, whether or not approved by Landlord, shall fail to adequately address any residual effect of Tenant HazMat Operations in, on or about the Premises, Landlord shall have the right to take such reasonable actions as Landlord may deem reasonable or appropriate to assure that the Premises and the Project are surrendered free from any residual impact from Tenant HazMat Operations, the cost of which actions shall be reimbursed by Tenant as Additional Rent, without regard to the limitation set forth in the first paragraph of this SECTION 28.

Tenant shall immediately return to Landlord all keys and/or access cards to parking, the Project, restrooms or all or any portion of the Premises furnished to or otherwise procured by Tenant. Any Tenant's Property, Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and/or disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Term, including the obligations of Tenant under SECTION 30 hereof, shall survive the expiration or earlier termination of the Term, including, without limitation, indemnity obligations, payment obligations with respect to Rent and obligations concerning the condition and repair of the Premises accrued through the date of expiration or earlier termination of the Term.

29. WAIVER OF JURY TRIAL. TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN

CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

30. ENVIRONMENTAL REQUIREMENTS.

(a) PROHIBITION/COMPLIANCE/INDEMNITY. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises or the Project in violation of applicable Environmental Requirements (as hereinafter defined) by Tenant or any Tenant Party. If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Materials (other than Pre-existing Conditions and Migrating Conditions) in the Premises during the Term or any holding over results in contamination of the Premises, the Project or any adjacent property or if contamination of the Premises, the Project or any adjacent property by Hazardous Materials brought into, kept, used, stored, handled, treated, generated in or about, or released or disposed of from, the Premises by anyone other than landlord and Landlord's employees, agents and contractors otherwise occurs during the Term or any holding over, Tenant hereby indemnifies and shall defend and hold Landlord, its officers, directors, employees, agents and contractors harmless from any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages and damages based upon diminution in value of the Premises or the Project, or the loss of, or restriction on, use of the Premises or any portion of the Project), expenses (including, without limitation, attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses (collectively, "ENVIRONMENTAL CLAIMS") which arise during or after the Term as a result of such contamination. This

indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, treatment, remedial, removal, or restoration work required by any federal, state or local Governmental Authority because of Hazardous Materials present in the air, soil or ground water above, on, or under the Premises during the Term or any subsequent occupancy by Tenant or any party claiming by, through or under Tenant or resulting from a breach of its obligations herein by Tenant or any party claiming by, through or under Tenant; notwithstanding anything herein to the contrary, this indemnification shall not include any costs incurred in connection with any Pre-existing or any Migrating Conditions. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises, the Project or any adjacent property caused or permitted by Tenant or any Tenant Party results in any contamination of the Premises, the Project or any adjacent property, Tenant shall promptly take all actions at its sole expense and in accordance with applicable Environmental Requirements as are necessary to return the Premises, the Project or any adjacent property to the condition existing prior to the time of such contamination, provided that Landlord's approval of such action shall first be obtained, which approval shall not unreasonably be withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or the Project. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for, and the indemnification and hold harmless obligations set forth in this Lease shall not include (i) Environmental Claims arising from (A) known conditions existing in, on, under or about the Premises, the Project, or adjacent property on or before the date hereof as disclosed by a Phase One

Environmental Site Assessment prepared by Environ International Corp. dated July 15, 2005, an Asbestos Inspection Report prepared by Covino Environmental Associates, Inc. dated July 21, 2005, an Asbestos Operations and Maintenance Program prepared by Environ International Corp. dated August 4, 2005, or an Environmental Closure Report prepared by SAK Environmental, LLC dated August 16, 2005 (collectively, the "Existing Reports"), or (B) other conditions, including without limitation the presence of underground storage tanks not installed or used by Tenant or any party claiming by, through or under Tenant, to the extent that such conditions existed on the Premises, the Project, or the adjacent property prior to the Commencement Date (each, a "Pre-existing Condition"), and (ii) any Environmental Claim resulting from the presence of any contamination located on a property other than the Premises (a "Migrating Condition"), to the extent, in either case, that such Environmental Claim does not arise or result, in whole or in part, from any exacerbation of, or contribution to, a Pre-existing Condition or a Migrating Condition, as the case may be, by (x) the actions of Tenant or any Tenant Party, or (y) any contamination (other than Pre-existing Conditions or Migrating Conditions) emanating from, in, on or under the Premises during the Term. Landlord hereby represents to Tenant that Landlord has no actual knowledge of any Pre-existing Condition or Migrating Condition except as may be set forth in the Existing Reports.

(b) BUSINESS. Landlord acknowledges that it is not the intent of this SECTION 30 to prohibit Tenant from using the Premises for the Permitted Use. Tenant may operate its business according to prudent industry practices so long as the use or presence of Hazardous Materials is strictly and properly monitored according to all then applicable Environmental Requirements. As a material inducement to Landlord to allow Tenant to use Hazardous Materials in connection with its business, Tenant agrees to deliver to Landlord prior to the Commencement Date a list identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises and setting forth any and all governmental approvals or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises ("HAZARDOUS MATERIALS LIST"). Tenant shall deliver to Landlord an updated Hazardous Materials List at least once a year and shall also deliver an updated list before any new Hazardous Material is brought onto, kept, used, stored, handled, treated, generated on, or released or disposed of from, the Premises. Tenant shall deliver to Landlord true and correct copies of the following documents (the "HAZ MAT DOCUMENTS") relating to the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials prior to the Commencement Date, or if unavailable at that time, concurrent with the receipt from or submission to a Governmental Authority: permits; approvals; reports and correspondence; storage and management plans, notice of violations of any Legal Requirements; plans relating to the installation of any storage tanks to be installed in or under the Project (provided, said underground installation of tanks shall only be permitted after Landlord has given Tenant its written consent

to do so, which consent may be withheld in Landlord's sole and absolute discretion, and installation of above ground tanks shall only be permitted after Landlord has given its written consent to do so, which consent shall not be unreasonably withheld, conditioned or delayed so long as such tanks are used in the conduct of Tenant's Permitted Uses in the Premises); all closure plans or any other documents required by any and all federal, state and local Governmental Authorities for any storage tanks installed in, on or under the Project for the closure of any such tanks; and a Surrender Plan (to the extent surrender in accordance with SECTION 28 cannot be accomplished in 3 months). Tenant is not required, however, to provide Landlord with any portion(s) of the

Haz Mat Documents containing information of a proprietary nature which, in and of themselves, do not contain a reference to any Hazardous Materials or hazardous activities. It is not the intent of this Section to provide Landlord with information which could be detrimental to Tenant's business should such information become possessed by Tenant's competitors.

(c) TENANT REPRESENTATION AND WARRANTY. Tenant hereby represents and warrants to Landlord that, (i) neither Tenant nor, to the best of Keith Ehrlich's actual knowledge without independent inquiry, any of its legal predecessors, has been required by any prior landlord, lender or Governmental Authority at any time to take remedial action in connection with Hazardous Materials contaminating a property which contamination was permitted by Tenant of such predecessor or resulted from Tenant's or such predecessor's action or use of the property in question, and (ii) Tenant is not subject to any enforcement order issued by any Governmental Authority in connection with the use, storage, handling, treatment, generation, release or disposal of Hazardous Materials (including, without limitation, any order related to the failure to make a required reporting to any Governmental Authority). If Landlord determines that this representation and warranty was not true as of the date of this lease, Landlord shall have the right to terminate this Lease in Landlord's sole and absolute discretion.

(d) TESTING. Landlord shall have the right to conduct tests of the Premises one time per year to determine whether any contamination of the Premises or the Project has occurred as a result of Tenant's use. Tenant shall be required to pay the cost of such annual test of the Premises; provided, however, that if Tenant conducts its own tests of the Premises using third party contractors and test procedures reasonably acceptable to Landlord which tests are certified to Landlord, Landlord shall accept such tests in lieu of the annual tests to be paid for by Tenant. In addition, at any time, and from time to time, prior to the expiration or earlier termination of the Term, Landlord shall have the right to conduct appropriate tests of the Premises and the Project to determine if contamination has occurred as a result of Tenant's use of the Premises. In connection with such testing, upon the request of Landlord, Tenant shall deliver to Landlord or its consultant such non-proprietary information concerning the use of Hazardous Materials in or about the Premises by Tenant or any Tenant Party. If contamination has occurred for which Tenant is liable under this SECTION 30, Tenant shall pay all costs to conduct such tests. If no such contamination is found, Landlord shall pay the costs of such tests (which shall not constitute an Operating Expense). Landlord shall provide Tenant with a copy of all third party, non-confidential reports and tests of the Premises made by or on behalf of Landlord during the Term without representation or warranty and subject to a confidentiality agreement. Tenant shall, at its sole cost and expense, promptly and satisfactorily remediate any environmental conditions (other than Pre-existing Conditions or Migrating Conditions) identified by such testing in accordance with all Environmental Requirements. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights which Landlord may have against Tenant.

(e) UNDERGROUND TANKS. If underground or other storage tanks storing Hazardous Materials located on the Premises or the Project are used by Tenant or are hereafter placed on the Premises or the Project by Tenant, Tenant shall install, use, monitor, operate, maintain, upgrade and manage such storage tanks, maintain appropriate records, obtain and maintain appropriate insurance, implement reporting procedures, properly close any underground storage tanks, and take or cause to be taken all other actions necessary or required under applicable state and federal Legal Requirements, as such now exists or may hereafter be adopted or amended in connection with the installation, use, maintenance, management, operation, upgrading and closure of such storage tanks.

(f) TENANT'S OBLIGATIONS. Tenant's obligations under this SECTION 30 shall survive the expiration or earlier termination of the Lease. During any period of time after the expiration or earlier termination of this Lease required by Tenant or Landlord to complete the removal from the Premises of

any Hazardous Materials (including, without limitation, the release and termination of any licenses or permits restricting the use of the Premises and the completion of the approved Surrender Plan), Tenant shall continue to pay the full Rent in accordance with this Lease for any portion of the Premises not relet by Landlord in Landlord's sole discretion, which Rent shall be prorated daily.

(g) DEFINITIONS. As used herein, the term "ENVIRONMENTAL REQUIREMENTS" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any Governmental Authority regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the Project, or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. As used herein, the term "HAZARDOUS MATERIALS" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, or regulated by reason of its impact or potential impact on humans, animals and/or the environment under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, for the purposes of this Lease, Tenant is and shall be deemed to be the "OPERATOR" of Tenant's "FACILITY" and the "OWNER" of all Hazardous Materials brought on the Premises by Tenant or any Tenant Party, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

31. TENANT'S REMEDIES/LIMITATION OF LIABILITY. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 30 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 30 days, then after such period of time as is reasonably necessary, given the circumstances in question. Upon any default by Landlord, Tenant shall give notice by registered or certified mail to any Holder of a Mortgage covering the Premises and to any landlord of any lease of property in or on which the Premises are located and Tenant shall offer such Holder and/or landlord a reasonable opportunity to cure the default, including time to obtain possession of the Project by power of sale or a judicial action if such should prove necessary to effect a cure; PROVIDED Landlord shall have furnished to Tenant in writing the names and addresses of all such persons who are to receive such notices. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

Notwithstanding the foregoing, if any claimed Landlord default hereunder will immediately, materially and adversely affect Tenant's ability to conduct its business in the Premises (a "MATERIAL LANDLORD DEFAULT"), Tenant shall, as soon as reasonably possible, but in any event within 2 business days of obtaining knowledge of such claimed Material Landlord Default, give Landlord written notice of such claim and telephonic notice to Tenant's principal contact with Landlord. Landlord shall then have 2 business days (or, in case of emergency, as soon as practicable upon Landlord's receipt of written notice of a Material Landlord Default) to commence cure of such claimed Material Landlord Default and shall diligently prosecute such cure to completion. If such claimed Material Landlord Default is not a default by Landlord hereunder, or if Tenant failed to give Landlord the notice required hereunder within 2 business days of learning of the conditions giving rise to the claimed Material Landlord Default, Landlord shall be entitled to recover from Tenant, as Additional Rent, any costs incurred by Landlord in connection with such cure in excess of the costs, if

any, that Landlord would otherwise have been liable to pay hereunder. If Landlord fails to commence cure of any claimed Material Landlord Default as provided above, Tenant may commence and prosecute such cure to completion, and shall be entitled to recover the costs of such cure (but not any consequential or other damages) from Landlord, to the extent of Landlord's obligation to cure such claimed Material Landlord Default hereunder, subject to the limitations set forth in this SECTION 31.

All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "LANDLORD" in this Lease shall mean only the owner for the time being of the Premises. Upon the transfer by such owner of its interest in the

Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Term upon each new owner for the duration of such owner's ownership.

32. INSPECTION AND ACCESS. Landlord and Landlord's agents, representatives and contractors may enter the Premises during business hours, using reasonable efforts to give not less than 48 hours advance written notice (except in the case of emergencies in which case no such notice shall be required and such entry may be at any time) for the purpose of effecting any such repairs, inspecting the Premises, showing the Premises to prospective purchasers and, during the last year of the Term, to prospective tenants or for any other business purpose. Tenant shall have the right to accompany Landlord during any such access (unless an emergency situation), provided that Tenant makes its representatives reasonably available to do so. Landlord may erect a suitable sign on the Premises stating the Premises are available to let during the last 9 months of the Term, or that the Project is available for sale at any time. Landlord may grant a temporary easement or license to allow Applied Biosystems, Inc. to remove a communications cable and related switch that were installed by Applied Biosystems from the Premises, PROVIDED THAT (a) any entry by Applied Biosystems occurs after 48 hours notice to Tenant and in the presence of a Tenant representative, (b) any and all damage resulting from removal of such equipment shall be repaired to Tenant's reasonable satisfaction, and (c) no such easement or license materially, adversely affects Tenant's use or occupancy of the Premises for the Permitted Use. Tenant shall at all times, except in the case of emergencies, have the right to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises, provided such escort does not materially and adversely affect Landlord's access rights hereunder.

33. SECURITY. Tenant acknowledges and agrees that security devices and services, if any, while intended to deter crime may not in given instances prevent theft or other criminal acts and that Landlord is not providing any security services with respect to the Premises. Tenant agrees that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises. Tenant shall be solely responsible for the personal safety of Tenant's officers, employees, agents, contractors, guests and invitees while any such person is in, on or about the Premises and/or the Project. Tenant shall at Tenant's cost obtain insurance coverage to the extent Tenant desires protection against such criminal acts.

34. FORCE MAJEURE. Landlord shall not be responsible or liable for

delays in the performance of its obligations hereunder when caused by, related to, or arising out of acts of God, strikes, lockouts, or other labor disputes, embargoes, quarantines, weather, national, regional, or local disasters, calamities, or catastrophes, inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs or failure of, or inability to obtain, utilities necessary for performance, governmental restrictions, orders, limitations, regulations, or controls, national emergencies, delay in issuance or revocation of permits, enemy or hostile governmental action, terrorism, insurrection, riots, civil disturbance or commotion, fire or other casualty, and other causes or events beyond the reasonable control of Landlord ("FORCE MAJEURE").

35. BROKERS, ENTIRE AGREEMENT, AMENDMENT. Landlord and Tenant each represents and warrants that it has not dealt with any broker, agent or other person (collectively, "BROKER) in connection with this transaction and that no Broker brought about this transaction other than Richards Barry Joyce & Partners and Cushman and Wakefield of Massachusetts, Inc. Landlord and Tenant each hereby agree to indemnify and hold the other harmless from and against any claims by any Broker, other than the broker, if any named in this SECTION 35, claiming a commission or other form of compensation by virtue of having dealt with Tenant or Landlord, as applicable, with regard to this leasing transaction. This Lease constitutes the entire agreement between Landlord and Tenant pertaining to the lease of the Premises and supersedes all other agreements, whether oral or written, pertaining to the lease of the Premises, and no other agreements with respect thereto shall be effective. Any amendments or modifications of this Lease shall be in writing and signed by both Landlord and Tenant, and any other attempted amendment or modification of this Lease shall be void.

36. LIMITATION ON LANDLORD'S LIABILITY. NOTWITHSTANDING ANYTHING SET FORTH HEREIN OR IN ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT TO THE CONTRARY: (A) LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON FOR (AND TENANT AND EACH SUCH OTHER PERSON ASSUME ALL RISK OF) LOSS, DAMAGE OR INJURY, WHETHER ACTUAL OR CONSEQUENTIAL TO: TENANT'S PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION, INCLUDING, WITHOUT LIMITATION TRADE FIXTURES, EQUIPMENT, INVENTORY, SCIENTIFIC RESEARCH, SCIENTIFIC EXPERIMENTS, LABORATORY ANIMALS, PRODUCT, SPECIMENS, SAMPLES, AND/OR SCIENTIFIC, BUSINESS, ACCOUNTING AND OTHER RECORDS OF EVERY KIND AND DESCRIPTION KEPT AT THE PREMISES AND ANY AND ALL INCOME DERIVED OR DERIVABLE THEREFROM; (B) THERE SHALL BE NO PERSONAL RECOURSE TO LANDLORD FOR ANY ACT OR OCCURRENCE IN, ON OR ABOUT THE PREMISES OR ARISING IN ANY WAY UNDER THIS LEASE OR ANY OTHER AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ANY LIABILITY OF LANDLORD HEREUNDER SHALL BE STRICTLY LIMITED SOLELY TO LANDLORD'S INTEREST IN THE PROJECT OR ANY PROCEEDS FROM SALE OR CONDEMNATION THEREOF AND ANY INSURANCE PROCEEDS PAYABLE IN RESPECT OF LANDLORD'S INTEREST IN THE PROJECT OR IN CONNECTION WITH ANY SUCH LOSS; AND (C) IN NO EVENT SHALL ANY PERSONAL LIABILITY BE ASSERTED AGAINST ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS. UNDER NO CIRCUMSTANCES SHALL LANDLORD OR ANY OF LANDLORD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE FOR INJURY TO TENANT'S BUSINESS OR FOR ANY LOSS OF INCOME OR PROFIT THEREFROM.

37. SEVERABILITY. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in effect to such illegal, invalid or unenforceable clause or

provision as shall be legal, valid and enforceable.

38. SIGNS; EXTERIOR APPEARANCE. Tenant shall not, without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole discretion: (i) attach any awnings, exterior lights, decorations, balloons, flags, pennants, banners, painting or other projection to any outside wall of the Project, (ii) use any curtains, blinds, shades or screens other than Landlord's standard window coverings, (iii) coat or otherwise sunscreen the interior or exterior of any windows, (iv) place any bottles, parcels, or other articles on the window sills, (v) place any equipment, furniture or other items of personal property on any exterior balcony, or (vi) paint, affix or exhibit on any part of the Premises or the Project any signs, notices, window or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises. Interior signs on doors and the directory tablet shall be inscribed, painted or affixed for Tenant by Landlord at the sole cost and expense of Tenant, and shall be of a size, color and type acceptable to Landlord. Nothing may be placed on the exterior of corridor walls or corridor doors other than Landlord's standard lettering. The directory tablet shall be provided exclusively for the display of the name and location of tenants. Landlord shall, at Tenant's expense, install its standard exterior pedestal sign naming Tenant, subject to any required approvals of the Town of Bedford. Landlord shall, at Landlord's expense, remove the existing signage of the prior tenant from the Building and exterior sign. Landlord and Tenant hereby agree to work cooperatively to reach mutual agreement upon appropriate exterior directional signage for the Project as well.

39. RIGHT OF FIRST OFFER

(a) EXPANSION IN THE BUILDING. If at any time prior to October 31, 2009 the Available Space (as defined below) in the Project becomes available for lease, Landlord shall deliver a written offer to lease such space to Tenant, specifying the terms and conditions deemed by Landlord to be reflective of then-current market terms and conditions for laboratory/office space of comparable age, quality, and level of finish in the Lexington/Bedford market. Tenant shall, within 10 days of delivery of such offer, provide written notice to Landlord of its acceptance or rejection of Landlord's offer. If Tenant rejects or fails to

accept such offer within said 10-day period, Landlord shall be free to lease such available space or any portion thereof to others, upon terms and conditions more favorable than those offered to Tenant, and Landlord shall have no obligation to re-offer such space to Tenant. For purposes of this SECTION 39(a), "AVAILABLE SPACE" shall mean the entire approximately 23,000 rentable square foot portion of the Project known as 45 Wiggins Avenue when it is not occupied by an existing tenant whose lease is expiring within 6 months or less and such tenant does not wish to renew (whether or not such tenant has a right to renew) its occupancy of such space. Provided that no right to expand is exercised by any tenant with superior rights, Tenant shall be entitled to lease the entire Available Space (but not a lesser portion thereof) upon the terms and conditions set forth in Landlord's offer as aforesaid.

(b) AMENDED LEASE. If, having timely accepted Landlord's offer, Tenant has not executed a commercially reasonable lease amendment setting forth the proposed terms within 10 business days after delivery thereof by Landlord to Tenant, Tenant's rights hereunder shall be waived and of no further force or effect with respect to such Available Space at any time during the balance of the Term.

(c) EXCEPTIONS. Notwithstanding the above, the Right of First Offer shall not be in effect and may not be exercised by Tenant:

(i) during any period of time that Tenant is in Default under any provision of the Lease; or

(ii) if Tenant has been in Default under any provision of the Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period prior to the date on which Tenant seeks to exercise the Expansion Right.

(d) TERMINATION. The Right of First Offer shall terminate and be of no further force or effect even after Tenant's due and timely exercise of the Right of First Offer, if, after such exercise, but prior to the commencement date of the lease of such Available Space, (i) Tenant fails to timely cure within any applicable grace period any default by Tenant under the Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of the Right of First Offer to the date of the commencement of the lease of the Available Space, whether or not such Defaults are cured.

(e) RIGHTS PERSONAL. The Right of First Offer is personal to Tenant and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease.

(f) NO EXTENSIONS. The period of time within which the Right of First Offer may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Right of First Offer.

40. RIGHT TO TERMINATE. Tenant shall have the right ("Termination Right") to terminate this Lease as of a termination date at any time on or after October 31, 2009 upon the following terms and conditions:

(a) NOTICE; PAYMENT. Tenant shall deliver to Landlord written notice of exercise of the Termination Right no less than 9 months' prior to the date of termination, which notice shall be accompanied by a payment to Landlord of a sum equal to the unamortized portion of Landlord's expenditures (amortized on a straight-line basis) for the Tenant Improvement Allowance (as defined in Exhibit C), leasing commissions, and third party expenses incurred in connection with this Lease and computed as of the Termination Date. Such payment shall made by Tenant within 30 days after Landlord has notified Tenant of the amount of such payment. Any failure of Tenant to make such payment with said 30-day period after 5 business days written notice of non-payment thereof shall constitute a Default hereunder.

(b) RIGHTS PERSONAL. The Termination Right is personal to Tenant and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease except that the Termination Right may be assigned in connection with any Permitted Assignment of this Lease.

(c) EXCEPTIONS. Notwithstanding anything set forth above to the contrary, the Termination Right shall not be in effect and Tenant may not exercise the Termination Right:

(i) during any period of time that Tenant is in Default under any provision of this Lease; or

(ii) if Tenant has been in Default under any provision of this Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period immediately prior to the date that Tenant intends to exercise the Termination Right, whether or not the Defaults are cured.

41. RIGHT TO EXTEND TERM. Tenant shall have the right to extend the Term of the Lease upon the following terms and conditions:

(a) EXTENSION RIGHTS. Tenant shall have the right, ("EXTENSION RIGHT") to extend the term of this Lease for 2 years ("EXTENSION TERM") on the same terms and conditions as this Lease (other than Base Rent) by giving Landlord written notice of its election to exercise each Extension Right at least 9 months prior, and no earlier than 12 months prior, to the expiration of the Base Term of the Lease or the expiration of any prior Extension Term. Base Rent shall be adjusted on the commencement date of such Extension Term and on each annual anniversary of the commencement of such Extension Term by multiplying the Base Rent payable immediately before such adjustment by the Rent Adjustment Percentage and adding the resulting amount to the Base Rent payable immediately before such adjustment.

(b) The Extension Right is personal to Tenant and is not assignable without Landlord's consent, which may be granted or withheld in Landlord's sole discretion separate and apart from any consent by Landlord to an assignment of Tenant's interest in the Lease except that they may be assigned in connection with any Permitted Assignment of this Lease.

(c) EXCEPTIONS. Notwithstanding anything set forth above to the contrary, Extension Rights shall not be in effect and Tenant may not exercise any of the Extension Rights:

(i) during any period of time that Tenant is in Default under any provision of this Lease; or

(ii) if Tenant has been in Default under any provision of this Lease 3 or more times, whether or not the Defaults are cured, during the 12 month period immediately prior to the date that Tenant intends to exercise an Extension Right, whether or not the Defaults are cured.

(d) NO EXTENSIONS. The period of time within which the Extension Right may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise the Extension Right.

(e) TERMINATION. The Extension Right shall terminate and be of no further force or effect even after Tenant's due and timely exercise of the Extension Right, if, after such exercise, but prior to the commencement date of an Extension Term, (i) Tenant fails to timely cure any Default by Tenant under this Lease; or (ii) Tenant has Defaulted 3 or more times during the period from the date of the exercise of the Extension Right to the date of the commencement of the Extension Term, whether or not such Defaults are cured.

42. MISCELLANEOUS.

(a) NOTICES. All notices or other communications between the parties shall be in writing and shall be deemed duly given upon delivery or refusal to accept delivery by the addressee thereof if delivered in person, or upon actual receipt or refusal if delivered by reputable overnight courier, addressed and

sent to Landlord and Tenant at Landlord's Notice Address and Tenant's Notice Address, respectively. Landlord and Tenant may from time to time by written notice to the other designate another address for receipt of future notices.

(b) JOINT AND SEVERAL LIABILITY. If and when included within the term "TENANT," as used in this instrument, there is more than one person or entity, each shall be jointly and severally liable for the obligations of Tenant.

(c) FINANCIAL INFORMATION. Tenant shall furnish Landlord with true and complete copies of (i) Tenant's most recent audited annual financial statements within 90 days of the end of each of Tenant's fiscal years during the Term, (ii) Tenant's most recent unaudited quarterly financial statements within 45 days of the end of each of Tenant's first three fiscal quarters of each of Tenant's fiscal years during the Term, and (iii) at Landlord's request from time to time, updated business plans, including cash flow projections and/or pro forma balance sheets and income statements, all of which shall be treated by Landlord as confidential information belonging to Tenant, (iv) corporate brochures and/or profiles prepared by Tenant for prospective investors, and (v) any other financial information or summaries that Tenant typically provides to its lenders or shareholders. Landlord warrants and represents that Landlord will keep all materials described in clauses (i) through (v) in this Section 39(c) confidential and that Landlord will not disclose any such materials to any third parties other than on a need-to-know basis to Landlord's affiliates, legal, financial or tax advisors, consultants, lenders and potential purchasers, or as otherwise required by law. Tenant shall not be obligated to provide the information required by this Section 42(c) (a) during any period in which Tenant (i) is actively on file with the Securities and Exchange Commission, or (ii) is a public company listed on a national securities exchange, or (b) in violation of any Legal Requirements.

(d) RECORDATION. Neither this Lease nor a memorandum of lease shall be filed by or on behalf of Tenant in any public record. Landlord or Tenant may prepare, and upon request the other party shall execute, a commercially reasonable memorandum of lease, and the requesting party may thereupon record the same at the appropriate registry of deeds.

(e) INTERPRETATION. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(f) NOT BINDING UNTIL EXECUTED. The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) LIMITATIONS ON INTEREST. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease. If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(h) CHOICE OF LAW. Construction and interpretation of this Lease shall be governed by the internal laws of the Commonwealth of Massachusetts (the "STATE"), excluding any principles of conflicts of laws.

(i) TIME. Time is of the essence as to the performance of Tenant's obligations under this Lease.

(j) INCORPORATION BY REFERENCE. All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(k) Notwithstanding any other provision of this Lease, Landlord, for itself and its employees, agents and contractors, reserves the right to refuse to perform any repairs or services in any portion of the Premises which, pursuant to Tenant's routine safety guidelines, practices or custom or prudent industry practices, require any form of protective clothing or equipment other than safety glasses and such other clothing and equipment (such as gloves) used in the ordinary cleaning of office buildings. In any such case, Tenant shall contract with parties who are acceptable to Landlord, in Landlord's reasonable discretion, for all such repairs and services, and Landlord shall, to the extent required, equitably adjust Tenant's Share of Operating Expenses in respect of such repairs or services to reflect that Landlord is not providing such repairs or services to Tenant.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

TENANT:

SYNTA PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ KEITH S. EHRLICH

Its: Chief Financial Officer

LANDLORD:

ARE-MA REGION NO. 24, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership

By: ARE-QRS CORP., a Maryland corporation,
general partner

By: /s/ ILLEGIBLE

Its: ILLEGIBLE

EXHIBIT A TO LEASE

DESCRIPTION OF PREMISES

[FLOORPLAN]

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NET/GROSS MULTI-TENANT OFFICE/LABORATORY STREET ADDRESS/TENANT - PAGE 1

EXHIBIT B TO LEASE

DESCRIPTION OF PROJECT

A certain parcel of land together with the buildings and other improvements thereon, situated in the Town of Bedford, County of Middlesex, Massachusetts, known as Parcel A-1 and more particularly described as follows:

BEGINNING: at the southwesterly corner of said parcel, same point being on the easterly sideline of Wiggins Avenue and at Parcel A-2;

THENCE: running N24(degree)06' 11" W, 482.95 feet;

THENCE: by a curve with a radius of 30.00 feet and a length of 35.73 feet;

THENCE: N44(degree)08' 31: E, 68.71 feet;

THENCE: S61(degree)21' 26" E, 463.09 feet;

THENCE N35(degree)57' 28" E, 62.82 feet;

THENCE: S54(degree)22' 23" E, 256.49 feet;

THENCE: S54(degree)42' 32" E, 35.65 feet;

THENCE: S65(degree)53' 49" W, 119.91 feet;

THENCE: N24(degree)06' 11" W, 53.17 feet;

THENCE: S65(degree)53' 49" W, 445.00 feet to the point of beginning.

Containing 3.87 acres, more or less

Said parcel is shown as Parcel A-1 on a plan entitled "Plan of Land in Bedford, Mass." dated August 21, 1975 by Joseph W. Moore Co., recorded with the Middlesex County South District Registry of Deeds in Book 12870 at Page 505.

Together with the rights and easements created in that certain Grant of Easement dated May 17, 1979 and recorded with the Middlesex County South District Registry of Deeds in Book 13751, Page 579 as shown on the attached plan entitled "Plan of Land in Bedford, Mass. for R&W Realty Trust" dated July 10, 1979.

Together with the rights and easements created under the terms of that certain Easement and Agreement dated October 9, 1981 and recorded with the Middlesex County South District Registry of Deeds in Book 14507, Page 5.

Said premises are further subject to and with the benefit of any and all other easements, covenants, restrictions and reservations of record, if any there be, now in force and applicable.

EXHIBIT C TO LEASE

WORK LETTER

THIS WORK LETTER (this "Work Letter") is incorporated into that certain Lease (the "Lease") dated as of December 14, 2006, by and between ARE-MA REGION NO. 24, LLC, a Delaware limited liability company ("Landlord"), and Synta Pharmaceuticals, Inc., a Delaware corporation ("Tenant"). Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

1. GENERAL REQUIREMENTS.

(a) TENANT'S AUTHORIZED REPRESENTATIVE. Tenant designates Keith Ehrlich ("Tenant's Representative") as the only persons authorized to act for Tenant pursuant to this Work Letter. Landlord shall not be obligated to respond to or act upon any request, approval, inquiry or other communication ("Communication") from or on behalf of Tenant in connection with this Work Letter unless such Communication is in writing from Tenant's Representative. Tenant may change either Tenant's Representative at any time upon not less than 5 business days advance written notice to Landlord.

(b) LANDLORD'S AUTHORIZED REPRESENTATIVE. Landlord designates Tom Andrews and Tim White (either such individual acting alone, "Landlord's Representative") as the only persons authorized to act for Landlord pursuant to this Work Letter. Tenant shall not be obligated to respond to or act upon any request, approval, inquiry or other Communication from or on behalf of Landlord in connection with this Work Letter unless such Communication is in writing from Landlord's Representative. Landlord may change either Landlord's Representative at any time upon not less than 5 business days advance written notice to Tenant.

(c) ARCHITECTS, CONSULTANTS AND CONTRACTORS. Landlord and Tenant hereby acknowledge and agree that the architect (the "TI Architect") for the Tenant Improvements (as defined in Section 2(a) below) shall be selected by Landlord in consultation and with the reasonable agreement Tenant, and the general

contractor engaged by Tenant shall be a contractor reasonably selected and mutually agreeable to Landlord and Tenant. Landlord shall be named a third party beneficiary of any contract entered into by Tenant with the TI Architect and general contractor of any warranty made by the TI Architect and the general contractor.

2. TENANT IMPROVEMENTS.

(a) TENANT IMPROVEMENTS DEFINED. As used herein, "Tenant Improvements" shall mean all improvements to the Premises desired by Tenant of a fixed and permanent nature, consistent with Section 12 of the Lease. Other than funding and distributing the TI Allowance (as defined below) as provided herein, Landlord shall not have any obligation whatsoever with respect to the finishing of the Premises for Tenant's use and occupancy (except for Landlord's conduct of its responsibilities with respect to the review and approval or disapproval of documentation in accordance with and subject to the provisions of this Work Letter).

(b) TENANT'S SPACE PLANS. Tenant shall deliver to Landlord schematic drawings and outline specifications (the "TI Design Drawings") detailing Tenant's requirements for the Tenant Improvements. Not more than 10 business days thereafter, Landlord shall deliver to Tenant and the TI Architect Landlord's reasonable written objections, questions or comments with regard to the TI Design Drawings. Tenant shall cause the TI Design Drawings to be revised to address such written comments and shall resubmit said drawings to Landlord for approval within 30 days thereafter. Such process shall continue until Landlord has approved the TI Design Drawings.

(c) WORKING DRAWINGS. Not later than 15 business days following the approval of the TI Design Drawings by Landlord, Tenant shall cause the TI Architect to prepare and deliver to Landlord for review and comment construction plans, specifications and drawings for the Tenant Improvements ("TI

Construction Drawings"), which TI Construction Drawings shall be prepared substantially in accordance with the TI Design Drawings. Tenant shall be solely responsible for ensuring that the TI Construction Drawings reflect Tenant's requirements for the Tenant Improvements. Landlord shall deliver its written comments on the TI Construction Drawings to Tenant not later than 10 business days after Landlord's receipt of the same; provided, however, that Landlord may not disapprove any matter that is consistent with the TI Design Drawings. Tenant and the TI Architect shall consider all such comments in good faith and shall, within 10 business days after receipt, notify Landlord how Tenant proposes to respond to such comments. Any disputes in connection with such comments shall be resolved in accordance with Section 2(d) hereof. Provided that the design reflected in the TI Construction Drawings is consistent with the TI Design Drawings, Landlord shall approve the TI Construction Drawings submitted by Tenant. Once approved by Landlord, subject to the provisions of Section 4 below, Tenant shall not materially modify the TI Construction Drawings except as may be reasonably required in connection with the issuance of the TI Permit (as defined in Section 3(a) below).

(d) APPROVAL AND COMPLETION. If any dispute regarding the design of the Tenant Improvements is not settled within 10 business days after notice of such dispute is delivered by one party to the other, Tenant may make the final decision regarding the design of the Tenant Improvements, provided (i) Tenant acts reasonably and such final decision is either consistent with or a compromise between Landlord's and Tenant's positions with respect to such dispute, (ii) that all costs and expenses resulting from any such decision by

Tenant shall be payable out of the TI Fund (as defined in Section 5(d) below), and (iii) Tenant's decision will not affect the structural components of the Building or any Building systems (in which case Landlord shall make the final decision, acting reasonably). Any changes to the TI Construction Drawings following Landlord's and Tenant's approval of same requested by Tenant shall be processed as provided in Section 4 hereof.

3. PERFORMANCE OF THE TENANT IMPROVEMENTS.

(a) COMMENCEMENT AND PERMITTING OF THE TENANT IMPROVEMENTS. Tenant shall commence construction of the Tenant Improvements upon obtaining and delivering to Landlord a building permit and any other necessary approvals (the "TI Permit") authorizing the construction of the Tenant Improvements consistent with the TI Construction Drawings approved by Landlord. The cost of obtaining the TI Permit shall be payable from the TI Fund. Landlord shall assist Tenant in obtaining the TI Permit. Prior to the commencement of the Tenant Improvements, Tenant shall deliver to Landlord a copy of any contract with Tenant's contractors (including the TI Architect), and certificates of insurance from any contractor performing any part of the Tenant Improvement evidencing industry standard commercial general liability, automotive liability, "builder's risk", and workers' compensation insurance. Tenant shall cause the general contractor to provide a certificate of insurance naming Landlord, Alexandria Real Estate Equities, Inc., and Landlord's lender (if any) as additional insureds for the general contractor's liability coverages required above.

(b) SELECTION OF MATERIALS, ETC. Where more than one type of material or structure is indicated on the TI Construction Drawings approved by Tenant and Landlord, the option will be within Tenant's reasonable discretion if the matter concerns the Tenant Improvements, and within Landlord's sole and absolute subjective discretion if the matter affects the structural components of the Building or materially affects any Building system.

(c) TENANT LIABILITY. Tenant shall be responsible for correcting any deficiencies or defects in the Tenant Improvements, and, upon completion thereof, shall maintain the Tenant Improvements in accordance with the requirements of Section 14 of the Lease.

(d) SUBSTANTIAL COMPLETION. Tenant shall substantially complete or cause to be substantially completed the Tenant Improvements in a good and workmanlike manner, in accordance with the TI Permit subject, in each case, to Minor Variations and normal "punch list" items of a non-material nature which do not interfere with the use of the Premises ("Substantial Completion" or "Substantially Complete"). Upon Substantial Completion of the Tenant Improvements, Tenant shall require the TI

Architect and the general contractor to execute and deliver, for the benefit of Tenant and Landlord, a Certificate of Substantial Completion in the form of the American Institute of Architects ("AIA") document G704. For purposes of this Work Letter, "Minor Variations" shall mean any modifications reasonably required: (i) to comply with all applicable Legal Requirements and/or to obtain or to comply with any required permit (including the TI Permit); (ii) to comport with good design, engineering, and construction practices which are not material; or (iii) to make reasonable adjustments for field deviations or conditions encountered during the construction of the Tenant Improvements.

4. CHANGES. Any changes requested by Tenant to the Tenant Improvements after the delivery and approval by Landlord of the TI Design Drawings, shall be requested and instituted in accordance with the provisions of this Section 4 and

shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed.

(a) TENANT'S RIGHT TO REQUEST CHANGES. If Tenant shall request changes ("Changes"), Tenant shall request such Changes by notifying Landlord in writing in substantially the same form as the AIA standard change order form (a "Change Request"), which Change Request shall detail the nature and extent of any such Change. Such Change Request must be signed by Tenant's Representative. Landlord shall review and approve or disapprove such Change Request within 10 business days thereafter, provided that Landlord's approval shall not be unreasonably withheld, conditioned or delayed.

(b) IMPLEMENTATION OF CHANGES. If Landlord approves such Change and Tenant deposits with Landlord any Excess TI Costs (as defined in Section 5(d) below) required in connection with such Change, Tenant may cause the approved Change to be instituted. If any TI Permit modification or change is required as a result of such Change, Tenant shall promptly provide Landlord with a copy of such TI Permit modification or change.

5. COSTS.

(a) BUDGET FOR TENANT IMPROVEMENTS. Before the commencement of construction of the Tenant Improvements, Tenant shall obtain a detailed breakdown, by trade, of the costs incurred or that will be incurred, in connection with the design and construction of The Tenant Improvements (the "Budget"), and deliver a copy of the Budget to Landlord for Landlord's approval, which shall not be unreasonably withheld or delayed. The Budget shall be based upon the TI Construction Drawings approved by Landlord and shall include a payment to Landlord of administrative rent ("Administrative Rent") 3% of the TI Costs (as hereinafter defined) for monitoring and inspecting the construction of the Tenant Improvements, which sum shall be payable from the TI Fund. Such Administrative Rent shall include, without limitation, all reasonable, out-of-pocket costs, expenses and fees incurred by or on behalf of Landlord arising from, out of, or in connection with, such monitoring of the construction of the Tenant Improvements, and shall be payable out of the TI Fund. If the Budget is greater than the TI Allowance, Tenant shall deposit with Landlord the difference, in cash, prior to the commencement of construction of the Tenant Improvements, for disbursement by Landlord as described in Section 5(d).

(b) TI ALLOWANCE. Landlord shall provide to Tenant a tenant improvement allowance ("TI Allowance") of $15.00 per rentable square foot of the Premises, or $225,000.00 in the aggregate. Tenant shall have no right to the use or benefit (including any reduction to Base Rent) of any portion of the TI Allowance not required for the construction of (i) the Tenant Improvements described in the TI Construction Drawings approved pursuant to Section 2(d) or (ii) any Changes pursuant to Section 4. Landlord acknowledges that the Tenant Improvements may be designed and performed in multiple stages, provided that (a) the same are designed and performed in accordance with this Work Letter, and (b) Tenant shall have no right to any portion of the TI Allowance that is not disbursed before the last day of the month that is 24 months after the Commencement Date.

(c) COSTS INCLUDABLE IN TI FUND. The TI Fund shall be used solely for the payment of design, permits and construction costs in connection with the construction of the Tenant Improvements, including, without limitation, the cost of electrical power and other utilities used in connection with the

construction of the Tenant Improvements (providing such cost(s) are not included

in Operating Expenses), the cost of preparing the TI Design Drawings and the TI Construction Drawings, all costs set forth in the Budget, including Landlord's Administrative Rent, and the cost of Changes (collectively, "TI Costs"). Notwithstanding anything to the contrary contained herein, the TI Fund shall not be used to purchase any furniture, personal property or materials or equipment that are not part of the Tenant Improvements, including, but not be limited to, Tenant's voice or data cabling, non-ducted biological safety cabinets and other scientific equipment not incorporated into the Tenant Improvements

(d) EXCESS TI COSTS. Landlord shall have no obligation to bear any portion of the cost of any of the Tenant Improvements except to the extent of the TI Allowance. If at any time and from time-to-time, the remaining TI Costs under the Budget exceed the remaining unexpended TI Allowance, Tenant shall deposit with Landlord, as a condition precedent to Landlord's obligation to complete the Tenant Improvements, 100% of the then current TI Cost in excess of the remaining TI Allowance ("Excess TI Costs"). If Tenant fails to deposit, or is late by 10 business days after Landlord's notice in depositing any Excess TI Costs with Landlord, Landlord shall have all of the rights and remedies set forth in the Lease for nonpayment of Rent (including, but not limited to, the right to interest at the Default Rate and the right to assess a late charge). For purposes of any litigation instituted with regard to such amounts, those amounts will be deemed Rent under the Lease. The TI Allowance and Excess TI Costs is herein referred to as the "TI Fund." Funds deposited by Tenant shall be the first thereafter disbursed to pay TI Costs. Notwithstanding anything to the contrary set forth in this Section 5(d), Tenant shall be fully and solely liable for TI Costs and the cost of Minor Variations in excess of the TI Allowance. If upon Substantial Completion of the Tenant Improvements and the payment of all sums due in connection therewith there remains any undisbursed portion of the TI Fund, Tenant shall be entitled to such undisbursed TI Fund solely to the extent of any Excess TI Costs deposit Tenant has actually made with Landlord.

(e) PAYMENT FOR TI COSTS. During the course of design and construction of the Tenant Improvements, Landlord shall pay TI Costs once a month against a draw request in the standard AIA requisition form, containing such certifications, lien waivers (including a conditional lien release for each progress payment and unconditional lien releases for the prior month's progress payments), inspection reports and other matters as Landlord customarily and reasonable obtains, to the extent of Landlord's approval thereof for payment, no later than 30 days following receipt of such draw request. Upon completion of the Tenant Improvements (and prior to any final disbursement of the TI Fund), Tenant shall deliver to Landlord: (i) sworn statements setting forth the names of all contractors and first tier subcontractors who did the work and final, unconditional lien waivers from all such contractors and first tier subcontractors; (ii) as-built plans (one copy in print format and two copies in electronic CAD format) for such Tenant Improvements; (iii) a certification of substantial completion in Form AIA G704, (iv) a certificate of occupancy for the Premises; and (v) copies of all operation and maintenance manuals and warranties affecting the Premises.

6. MISCELLANEOUS.

(a) CONSENTS. Whenever consent or approval of either party is required under this Work Letter, that party shall not unreasonably withhold, condition or delay such consent or approval, except as may be expressly set forth herein to the contrary.

(b) MODIFICATION. No modification, waiver or amendment of this Work Letter or of any of its conditions or provisions shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

(c) COUNTERPARTS. This Work Letter may be executed in any number of counterparts but all counterparts taken together shall constitute a single document.

(d) GOVERNING LAW. This Work Letter shall be governed by, construed and enforced in accordance with the internal laws of the State, without regard to choice of law principles of such State.

(e) TIME OF THE ESSENCE. Time is of the essence of this Work Letter and of each and all provisions thereof.

(f) DEFAULT. Notwithstanding anything set forth herein or in the Lease to the contrary, Landlord shall not have any obligation to perform any work hereunder or to fund any portion of the TI Fund during any period Tenant is in Default under the Lease.

(g) SEVERABILITY. If any term or provision of this Work Letter is declared invalid or unenforceable, the remainder of this Work Letter shall not be affected by such determination and shall continue to be valid and enforceable.

(h) MERGER. All understandings and agreements, oral or written, heretofore made between the parties hereto and relating to Tenant's Work are merged in this Work Letter, which alone (but inclusive of provisions of the Lease incorporated herein and the final approved constructions drawings and specifications prepared pursuant hereto) fully and completely expresses the agreement between Landlord and Tenant with regard to the matters set forth in this Work Letter.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Work Letter to be effective on the date first above written.

TENANT:

SYNTA PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ KEITH S. EHRLICH

Its: Chief Financial Officer

LANDLORD:

ARE-MA REGION NO. 24, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership

By: ARE-QRS CORP., a Maryland corporation,

general partner

By: /s/ ILLEGIBLE

Its: ILLEGIBLE

EXHIBIT C-1 TO LEASE

LANDLORD WORK

1. Repair one bad compressor, a bad compressor contactor, and several noisy bearings in the rooftop HVAC units.

2. Properly tie off electrical feeds in the former freeze dry room; make circuits available for re-use.

3. Repair or replace acid and the caustic feed pumps in the pH neutralization system.

4. Replace RO membranes in the RODI (i.e, Reverse Osmosis Deionizer) system.

5. Screen atmospheric vent in the RODI room.

6. Wire the main flow switch for the Project's sprinkler system so that it is monitored, as required by applicable Legal Requirements.

EXHIBIT D TO LEASE

ACKNOWLEDGMENT OF COMMENCEMENT DATE

This ACKNOWLEDGMENT OF COMMENCEMENT DATE is made as of this _____ day of _____, _____, between ARE-MA REGION NO. 24, LLC, a Delaware limited liability company ("LANDLORD"), and Synta Pharmaceuticals, Inc. a Delaware corporation ("TENANT"), and is attached to and made a part of the Lease dated as of _____, _____ (the "LEASE"), by and between Landlord and Tenant. Any initially capitalized terms used but not defined herein shall have the meanings given them in the Lease.

Landlord and Tenant hereby acknowledge and agree, for all purposes of the Lease, that the Commencement Date of the Base Term of the Lease is _____, _____ and the termination date of the Base Term of the Lease shall be midnight on October 31, 2011.

IN WITNESS WHEREOF, Landlord and Tenant have executed this

ACKNOWLEDGMENT OF COMMENCEMENT DATE to be effective on the date first above written.

TENANT:

SYNTA PHARMACEUTICALS, INC.,
a Delaware corporation

By: _____

Its: _____

LANDLORD:

ARE-MA REGION NO. 24, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P.,
a Delaware limited partnership

By: ARE-QRS CORP., a Maryland corporation,
general partner

By: _____

Its: _____

EXHIBIT E TO LEASE

RULES AND REGULATIONS

1. The sidewalk, entries, and driveways of the Project shall not be obstructed by Tenant, or any Tenant Party, or used by them for any purpose other than ingress and egress to and from the Premises.

2. Tenant shall not place any objects, including antennas, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Project.

3. Except for animals assisting the disabled, no animals shall be allowed in the offices, halls, or corridors in the Project.

4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises.

5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced; and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense.

6. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises, except as specifically

approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project.

7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. Except for the overnight parking of operative vehicles, no vehicle of any type shall be stored in the parking areas at any time. In the event that a vehicle is disabled, it shall be removed within 48 hours. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in the designated parking areas in conformity with all signs and other markings. All parking will be open parking, and no reserved parking, numbering or lettering of individual spaces will be permitted except as specified by Landlord.

8. Tenant shall maintain the Premises free from rodents, insects and other pests.

9. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.

10. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, electrical lights and fixtures, heating apparatus, or any other service equipment affecting the Premises.

12. Tenant shall not permit storage outside the Premises, including without limitation, outside storage of trucks and other vehicles, or dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.

13. All moveable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose.

14. No auction, public or private, will be permitted on the Premises or the Project.

15. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.

16. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.

17. Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.

18. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

19. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

EXHIBIT F TO LEASE

TENANT'S PERSONAL PROPERTY

Emergency Power Generator(s) to be installed in a location approved by Landlord.

Fume hoods.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Synta Pharmaceuticals Corp.:

We consent to the use of our report dated January 27, 2006, with respect to the consolidated balance sheets of Synta Pharmaceuticals Corp. as of December 31, 2005 and 2004, and the related consolidated statements of operations, stockholders' equity (deficit) and comprehensive loss, and cash flows for each of the years in the three-year period ended December 31, 2005 and the period from inception (March 10, 2000) through December 31, 2005, included herein and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

Boston, Massachusetts
January 4, 2007