
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Form 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported) : **July 7, 2017**

Icagen, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

000-54748

(Commission File Number)

20-0982060

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

**4222 Emperor Blvd., Suite
350 Research Triangle Park,
Durham, NC 27703**

(Address of principal executive offices)
(zip code)

(919) 941-5206

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 7, 2017, the Employment Agreement between Dr. Benjamin Warner and Icagen, Inc. (the “Company”), dated March 15, 2013, as amended (the “Employment Agreement”) was terminated. In addition, on July 7, 2017, Dr. Benjamin Warner resigned from the Board of Directors of the Company and from all other positions with the Company. Dr. Warner intends to return his focus to other projects on a full-time basis. In connection with his resignation, the Company executed certain release agreements (the “Release Agreements”) with Dr. Warner. Pursuant to the Release Agreements, Dr. Warner’s Employment Agreement was terminated by mutual agreement, Dr. Warner and the Company exchanged mutual releases and the Company agreed to continue the payments currently due to Dr. Warner under the Employment Agreement, through the end of its stated term notwithstanding its termination.

The foregoing description of the Release Agreements are qualified in their entirety by reference to the full text of the Release Agreements, copies of which are filed as Exhibits 10.1 and 10.2, respectively herein, and incorporated herein by reference to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are being filed as part of this Current Report on Form 8-K.

Exhibit Number	Description
10.1	<u>Settlement and Release Agreement, dated July 7, 2017, by and between Icagen, Inc. and Dr. Benjamin Warner</u>
10.2	<u>Settlement and Age Discrimination in Employment Act Release Agreement, dated July 7, 2017, by and between Icagen, Inc. and Dr. Benjamin Warner</u>

SIGNATURES

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

Dated: July 11, 2017

ICAGEN, INC.

By: /s/ Richard Cunningham

Name: Richard Cunningham

Title: Chief Executive Officer

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into this 7th day of July, 2017 (the “Effective Date”), between Icagen, Inc. f/k/a Caldera Pharmaceuticals, Inc. (“Icagen”) and Dr. Benjamin Warner, an individual residing in [#####] (“Warner”). Icagen and Warner may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, there exists a certain employment agreement dated March 15, 2017 between Icagen and Warner, as modified by a side letter agreement on December 22, 2015 (the “Employment Agreement”);

WHEREAS, Warner serves as a director on Icagen’s Board of Directors;

WHEREAS, Warner and Icagen are engaged in certain disputes;

WHEREAS, solely for the purposes of avoiding the risk, distraction and expense of litigation, and without either Party admitting but expressly denying all allegations of wrongdoing asserted by the other Party, the Parties have reached an agreement to settle all disputes on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Termination of Employment Agreement.** Warner hereby resigns from all positions of employment that he has at Icagen, effective immediately, and the Employment Agreement is hereby terminated.
2. **Resignation from Board of Directors.** Warner hereby resigns from his position as director on Icagen’s Board of Directors.
3. **Payment.** Warner agrees and represents that he has received all amounts due from Icagen, including but not limited to all wages, salaries, bonuses, benefits, vacation pay and other amounts earned and accrued, less applicable deductions, and that Icagen has no obligation to pay any additional amounts other than the payments described immediately hereafter in this Section 3 of this Agreement. Notwithstanding the fact that Warner is no longer an employee of Icagen, Icagen shall continue to pay Warner whatever portion of his salary would have become due and owing to him under the Employment Agreement in accordance with its standard employee payment policies. All sums paid herein shall be paid by wire transfer directed to:

Routing number: [#####]

Account number: [#####]

Bank Address: [#####]

In addition, Icagen shall pay for the removal of the waste located at its former offices in Los Alamos, New Mexico, all waste removal arrangements to be made by Warner within the next month.

4. **Mutual Releases.**

(a) Upon the Effective Date: (i) the Warner Releasers, (as defined below), shall, and shall be deemed to, fully, finally, unconditionally, irrevocably and forever remise, release and discharge and shall forever be enjoined from prosecuting directly, derivatively, representatively or in any other capacity, each and every Warner Released Claim (as defined below) against any of the Icagen Releasers (as defined below); and (ii) the Icagen Releasers (as defined below) shall, and shall be deemed to, fully, finally, unconditionally, irrevocably and forever remise, release and discharge and shall forever be enjoined from prosecuting directly, derivatively, representatively or in any other capacity, each and every Icagen Released Claim (as defined below) against any of the Warner Releasers (as defined below).

(b) “Warner Releasers” means Warner, on behalf of himself, and his heirs, executors, administrators, successors, assigns, spouses, ancestors, progeny, and for each of them their respective attorneys, past and present business organizations of any kind including but not limited to corporations, limited liability corporations, limited partnerships, limited liability partnerships, business trusts, real estate investment trusts, as well as all nonprofit organizations and any and all other entities in which any of the foregoing persons and entities has a controlling interest, and including but not limited to each of such entities’ officers, directors, partners, limited partners, shareholders, members, employees, servants, attorneys (including both in-house and outside attorneys), agents, predecessors, successors, affiliates and assigns and any and all other entities in which any of the foregoing persons and entities has a controlling interest, as well as any and all trusts for which any of the foregoing persons is a beneficiary or serves as trustee, executor or administrator.

(c) “Warner Released Claims” means any and all claims, debts, demands, rights, contracts, obligations, promises, agreements, disputes, disagreements, actions, or causes of action, suits, demands, losses (including lost opportunities), expenses or liabilities whatsoever (including, but not limited to, any claims for damages of any nature including but not limited to compensatory damages, punitive damages, exemplary damages and consequential damages, costs, interest, attorneys’ fees, expert or consulting fees, equitable or injunctive relief and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, domestic or foreign, or any other rule or regulation, including but not limited to claims arising under the National Labor Relations Act, Title VII of the Civil Rights Act (“Title VII”), the Americans with Disabilities Act (“ADA”), Genetic Information Nondiscrimination Act of 2008 (“GINA”), Uniformed Services Employment and Reemployment Rights Act (“USERRA”), the Employee Retirement Income Security Act (“ERISA”) (excluding any claims for accrued, vested benefits), and the New Mexico Human Rights Act (the NMHRA”), whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative, or individual in nature, including both known claims and Unknown Claims (defined below), from the beginning of time to the Effective Date, that the Warner Releasers have, could have, or could assert in any forum against any of the Icagen Releasers, with the sole exception of any claim arising under the Age Discrimination in Employment Act of 1967 (the “ADEA Claims”). This release does not operate to terminate Warner’s ownership of any Icagen securities.

(d) “Icagen Releasors” means Icagen and its past, present, and future parents, subsidiaries, divisions, affiliates, and each of the foregoing’s employees, members, managing members, shareholders, partners, general partners, limited partners, partnerships, principals, officers, directors, attorneys (including both in-house and outside attorneys), advisors, trustees, administrators, auditors, accountants, fiduciaries, consultants, representatives, and principals and agents of each of them, and the predecessors, estates, heirs, executors, trusts, trustees, administrators, successors and assigns and any person or entity which is or was related to or affiliated with any of the foregoing or in which any of the foregoing persons and entities has or had a controlling interest and the past, present and future employees, members, shareholders, partners, partnerships, principals, officers, directors, attorneys (including both in-house and outside attorneys), advisors, trustees, administrators, fiduciaries, consultants, representatives, accountants and auditors, insurers, and agents of each of them.

(e) “Icagen Released Claims” means any and all claims, debts, demands, rights, contracts, obligations, promises, agreements, disputes, disagreements, actions, or causes of action, suits, demands, losses (including lost opportunities), expenses or liabilities whatsoever (including, but not limited to, any claims for damages of any nature including but not limited to compensatory damages, punitive damages, exemplary damages and consequential damages, costs, interest, attorneys’ fees, expert or consulting fees, equitable or injunctive relief and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, domestic or foreign, or any other rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, derivative, or individual in nature, including both known claims and Unknown Claims (defined below), from the beginning of time to the Effective Date, that the Icagen Releasors have, could have, or could assert in any forum against any of the Warner Releasors.

(f) “Releasing Parties” means the Warner Releasors and the Icagen Releasors together.

(g) “Released Claims” means the Warner Released Claims and the Icagen Released Claims together.

(h) “Unknown Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, domestic or foreign, which any of the Releasing Parties does not know or suspect to exist in his, her or its favor as of the Effective Date, which, if known by him, her or it, could have been asserted in any forum by any of the Releasing Parties against any of the other Releasing Parties even if unknown at the time of execution of this Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Releasing Parties shall expressly waive any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542. Cal. Civ. Code § 1542 provides

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

The Releasing Parties or any of them may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but the Releasing Parties shall expressly fully, finally and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Releasing Parties acknowledge that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the settlement of the Action.

(i) Nothing in this Paragraph 4 shall be construed to limit the Parties' obligations under this Agreement or any Party's ability to bring suit to enforce any provision of this Agreement.

5. **Compromise.** The Parties agree that this Agreement is in compromise and settlement of a dispute between them, and it shall not be considered as an admission of the truth or correctness of any claim allegation against them, or of fault or liability by them, each Party denying any fault or liability.

6. **Full and Independent Knowledge.** Each of the Parties represents that it has been represented by separate counsel of its choice in connection with the preparation and review of this Agreement, its representative has specifically discussed, or had the opportunity to specifically discuss, with such attorney the meaning and effect of this Agreement, and that its representative has carefully read and understands the scope and effect of each provision contained herein.

7. **Warranties.** Each of the Parties represents and warrants that it has full power and authority to enter into and perform this Agreement. Each of the Parties further represents and warrants that it has not heretofore assigned, transferred, encumbered or otherwise conveyed, or purported to assign, transfer, encumber or otherwise convey, in whole or in part, to any person or entity, any Released Claims released hereunder.

8. **Forbearance From Suit**

(a) Icagen, and **all** persons acting by, through, under or in concert with it, hereby promise, covenant and agree not to initiate, file or otherwise commence, assert, bring, join, participate in, or otherwise maintain against the Warner Releasors, in any court, agency, or other tribunal in any jurisdiction, either directly or indirectly, any claim which they now have, own or hold or claim to have, own or hold, or at any time heretofore had, owned or held, or claimed to have had, owned or held, or may hereinafter have, own or hold, or claim to have, own or hold against the Warner Releasors, arising out of, based upon, or relating to the Warner Released Claims.

(b) Warner, and all persons acting by, through, under or in concert with it, hereby promise, covenant and agree not to initiate, file or otherwise commence, assert, bring, join, participate in, or otherwise maintain against the Icagen Releasors, in any court, agency, or other tribunal in any jurisdiction, either directly or indirectly, any claim which they now have, own or hold or claim to have, own or hold, or at any time heretofore had, owned or held, or claimed to have had, owned or held, or may hereinafter have, own or hold, or claim to have, own or hold against the Icagen Releasors arising out of, based upon, or relating to the Icagen Released Claims.

9. **Miscellaneous.**

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina, United States of America, without regard to conflict of laws provisions. The Parties agree that the sole and exclusive venue for disputes arising out of, related to and/or connected with this Agreement shall be the state courts situated in the State of North Carolina.

(b) The Parties agree that this Agreement may be executed in counterparts and that a copy signed by a Party will be fully enforceable against such Party. This Agreement, and documents relating to this Agreement, may be executed and transmitted by facsimile, email or any other electronic means.

(c) This document, together with the Settlement Agreement and ADEA Release between Warner and Icagen dated July 7, 2017, contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes and cancels all previous agreements, contracts, covenants, commitments, obligations, and writings between the parties pertaining to the subject matter hereof. Each of the Parties further represents that no other understandings, statements, promises, or inducements contrary to the terms of this Agreement, whether oral or written, exist, and that he/it does not rely and has not relied upon any representation or statement made by another Party or any of their representatives with regard to the subject matter of this Agreement (other than those representations and statements made in this Agreement).

(d) This Agreement shall be construed as a whole, according to its fair meaning, and shall not be construed strictly for or against any of the Parties hereto.

(e) This Agreement may not be amended, altered, modified or waived, in whole or in part, except in a writing executed by the Parties to this Agreement.

(f) If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

(g) The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

ICAGEN, INC. f/k/a
CALDERA PHARMACEUTICALS, INC.

DR. BENJAMIN WARNER

By: /s/ Richard Cunningham
RICHARD CUNNINGHAM
Title: CEO

/s/ Benjamin Warner

Agreed as to form:

By: /s/ Michael Blanchard
Title: Counsel for Icagen, Inc. f/k/a
Caldera Pharmaceuticals, Inc.

SETTLEMENT AGREEMENT AND ADEA RELEASE

This Settlement Agreement and Release of claims under the Age Discrimination in Employment Act (the "Agreement") is by and between Dr. Benjamin Warner ("Warner") and Icagen, Inc. ("Icagen").

WHEREAS, Warner was formerly employed by Icagen;

WHEREAS, Warner's employment with Icagen was terminated effective July 7, 2017 ("Separation Date");

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Warner and Icagen as follows:

1. **WAIVER & RELEASE**. Except as described in Sections 1.2, below, Warner waives and releases any and all claims under the Age Discrimination in Employment Act, 29 U.S.C. Section 621, et seq. (the "ADEA") and the Older Workers' Benefits Protection Act (the "OWBPA"), including all amendments thereto, whether or not now known to Warner, against Icagen, and each of its past and current parents, subsidiaries, affiliates, and each of its and their respective past and current directors, officers, trustees, employees, representatives, agents, assigns, attorneys, employee benefit plans and such plans' administrators, fiduciaries, trustees, recordkeepers and service providers (collectively, "Releasees"), arising from or relating to any and all acts, events and omissions occurring prior to the Effective Date of this Agreement as defined in Section 7 herein.

1.1 **Unknown Claims**. In waiving and releasing any and all claims against the Releasees under the ADEA and OWBPA, whether or not now known to Warner, Warner understands that this means that if Warner later discovers facts different from or in addition to those facts currently known by Warner, or believed by him to be true, the waivers and releases of this Agreement will remain effective in all respects — despite such different or additional facts and Warner's later discovery of such facts, even if Warner would not have agreed to this Agreement if he had prior knowledge of such facts.

1.2 **Reports to Government Entities**. Nothing in this Agreement restricts or prohibits Warner from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the U.S. Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. However, Warner is waiving his right to receive any individual monetary relief resulting from such claims, regardless of whether he or another party has filed them, and in the event he obtains such monetary relief Icagen will be entitled to an offset for the payments made pursuant to this Agreement and the Settlement Agreement between Icagen and Warner dated July 7, 2017, except where such limitations are prohibited as a matter of law (e.g., under the Sarbanes-Oxley Act of 2002, 18 U.S.C.A. §§ 1514A). Warner does not need the prior authorization of Icagen to engage in such communications with the Regulators, respond to such inquiries from the Regulators, provide confidential information or documents to the Regulators, or make any such reports or disclosures to the Regulators. Warner is not required to notify Icagen that he has engaged in such communications with the Regulators.

2. CONSIDERATION. In full consideration of Warner's execution of this Agreement and his agreement to be legally bound by its terms, Icagen agrees to pay to Warner a one-time payment in the gross amount of one-thousand dollars (\$1,000.00) within thirty (30) days of the Effective Date of this Agreement. An appropriate Form 1099 shall be issued with respect to this payment. Subject to Icagen's obligations to withhold and pay the employer portion of payroll taxes to the applicable taxing authorities with respect to amounts payable under Section 2, Warner shall be responsible for all federal, state, and local tax liabilities that may result from the settlement and Icagen shall bear no responsibility for any such tax liabilities. Warner also agrees to indemnify and hold harmless Icagen for any possible federal, state or local tax liabilities resulting from such payment and reimburse Icagen for any taxes, interest and/or penalties assessed against Icagen for such payments.

3. NO CONSIDERATION ABSENT EXECUTION (AND NON-REVOCATION) OF THIS AGREEMENT AND THE PARTIES' SETTLEMENT AGREEMENT AND GENERAL RELEASE. Warner understands and agrees that his receipt of the payments specified in Section 2 above are contingent upon both (1) Warner's execution and non-revocation of this Agreement in accordance with its terms and (2) Warner's execution of the Parties' Settlement Agreement and General Release, dated July 7, 2017.

4. MEDICARE DISCLAIMER. Warner represents that he is not a Medicare Beneficiary as of the time she enters into this Agreement.

5. NO ADMISSION. Nothing about the fact or content of this Agreement shall be considered to be or treated by Warner or Icagen as an admission of any wrongdoing, liability or violation of law by Warner or by any Releasee.

6. ACKNOWLEDGMENT OF VOLUNTARINESS AND TIME TO REVIEW AND REVOKE. Warner acknowledges that:

- a. He has read this Agreement and understands it;
- b. He is signing this Agreement voluntarily in order to release her claims against Releasees in exchange for payment that is greater than she would otherwise have received;
- c. He was offered at least 21 calendar days to consider her choice to sign this Agreement;
- d. Icagen advised him to consult with counsel, and he did consult with counsel prior to signing this

Agreement;

e. He knows that he can revoke this Agreement within 7 days of signing it and that the Agreement does not become effective until that 7-day period has passed. To revoke the Agreement, Warner (or his counsel) must deliver written notice of revocation to Icagen's attorney, Michael D. Blanchard, at the contact information listed below.

f. He agrees that changes to this Agreement before its execution, whether material or immaterial, do not restart his time to review the Agreement.

7. EFFECTIVE DATE. Because of the 7-day Revocation Period, this Agreement will not become effective and enforceable until the eighth day after the date Warner signed it, provided that Warner did not revoke the Agreement, and until after execution of the Parties' Settlement Agreement and General Release, dated July 7, 2017, and the fulfillment of the promises contained therein ("Effective Date").

8. RETURN OF AGREEMENT. Warner, or his counsel, should return this Agreement, signed by Warner, via email and Federal Express to:

Michael D. Blanchard, Esq.
Morgan, Lewis & Bockius LLP
1 Federal Street
Boston, MA 02110
Michael.blanchard@morganlewis.com

9. JUDICIAL INTERPRETATION/MODIFICATION; SEVERABILITY. In the event that, any one or more provisions (or portion thereof) of this Agreement is held to be invalid, unlawful or unenforceable for any reason, the invalid, unlawful or unenforceable provision (or portion thereof) shall be construed or modified so as to provide Releasees with the maximum protection that is valid, lawful and enforceable, consistent with the intent of Icagen and Warner in entering into this Agreement. If such provision (or portion thereof) cannot be construed or modified so as to be valid, lawful and enforceable, that provision (or portion thereof) shall be construed as narrowly as possible and shall be severed from the remainder of this Agreement (or provision), and the remainder shall remain in effect and be construed as broadly as possible, as if such invalid, unlawful or unenforceable provision (or portion thereof) had never been contained in this Agreement.

10. CHANGES TO AGREEMENT. No changes to this Agreement can be effective except by another written agreement signed by Warner and an authorized officer of Icagen.

11. COMPLETE AGREEMENT. As of the Effective Date, this Agreement, together with the Parties' Settlement Agreement and General Release, dated July 7, 2017, is the full, complete and exclusive agreement between Warner and Icagen regarding all of the subjects covered by this Agreement, and neither Warner nor Icagen is relying on any representation or promise that is not expressly stated in this Agreement.

12. CHOICE OF LAW. The parties further agree that any dispute arising under this Agreement, or related in any way to the terms of same, shall be governed by the laws of the State of North Carolina, without regard to choice of law principles.

13. EXECUTION. This Agreement may be executed in counterparts by facsimile, all of which taken together shall constitute an instrument enforceable and binding upon the undersigned parties.

ICAGEN, INC.

Dated: July 7, 2017

By /s/ Richard Cunningham
Richard Cunningham

I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP IMPORTANT RIGHTS. I UNDERSTAND THAT I HAVE UP TO 21 CALENDAR DAYS TO CONSIDER THIS AGREEMENT'S TERMS AND THAT IF I ACCEPT THE TERMS OF THE AGREEMENT BEFORE THE 21-DAY CONSIDERATION PERIOD HAS EXPIRED IT IS BECAUSE I KNOWINGLY AND VOLUNTARILY CHOOSE TO DO SO. I AM AWARE OF MY RIGHT TO CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING DURING THE CONSIDERATION PERIOD AND THAT ICAGEN HAS ADVISED ME TO UNDERTAKE SUCH CONSULTATION BEFORE SIGNING THIS AGREEMENT. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL 7 CALENDAR DAYS FOLLOWING THE DATE OF ITS EXECUTION, DURING WHICH TIME I MAY REVOKE THIS AGREEMENT. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT DURESS OR COERCION.

Dated: July 7, 2017

By /s/ Benjamin Warner
Benjamin Warner