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

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): September 8, 2005 (August 26, 2005)

GTx, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

005-79588
(Commission
File Number)

62-1715807
(I.R.S. Employer
Identification No.)

**3 N. Dunlap Street
Van Vleet Building
Memphis, Tennessee 38163
(901) 523-9700**

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

(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 (see General Instruction A.2. below):

- 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))
-
-

Item 1.01. Entry into a Material Definitive Agreement.*Employment Agreement with K. Gary Barnette*

GTx, Inc. (the "Company") entered into an employment agreement with K. Gary Barnette, dated as of August 26, 2005, pursuant to which Mr. Barnette will continue to serve as Vice President, Clinical Research & Development of the Company. The employment agreement provides for an annual base salary of \$225,000, which may be adjusted from time to time by the chief executive officer or the president of the Company. The employment agreement is terminable by either Mr. Barnette or the Company at any time. If the Company experiences a change of control and Mr. Barnette's employment is terminated without cause, or if Mr. Barnette terminates his employment for good reason, at any time within six months after a change in control, then Mr. Barnette will continue to receive his then current base salary for a period of one year after the termination date. Mr. Barnette has agreed not to compete with the Company during the term of his employment and for a period of two years after his employment ends. The agreement imposes obligations on Mr. Barnette with respect to maintaining the confidentiality of the Company's confidential and proprietary information, and provides that the Company has exclusive ownership rights to Employee Inventions (as defined in the agreement). If the Company undergoes a change in control and Mr. Barnette's employment is terminated without cause, or if Mr. Barnette terminates his employment for good reason, at any time within six months after a change in control, the two-year period will be shortened to one year. A copy of Mr. Barnette's employment agreement is being filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Employment Agreement with Gregory A. Deener

The Company entered into an employment agreement with Gregory A. Deener, dated as of August 26, 2005, pursuant to which Mr. Deener will serve as Vice President, Sales & Marketing for the Company. The employment agreement provides for an annual base salary of \$215,000, which may be adjusted from time to time by the chief executive officer or the president of the Company. The employment agreement is terminable by either Mr. Deener or the Company at any time. If the Company experiences a change of control and Mr. Deener's employment is terminated without cause, or if Mr. Deener terminates his employment for good reason, at any time within six months after a change in control, then Mr. Deener will continue to receive his then current base salary for a period of one year after the termination date. Mr. Deener has agreed not to compete with the Company during the term of his employment and for a period of two years after his employment ends. The agreement imposes obligations on Mr. Deener with respect to maintaining the confidentiality of the Company's confidential and proprietary information and provides that the Company has exclusive ownership rights to Employee Inventions (as defined in the agreement). If the Company undergoes a change in control and Mr. Deener's employment is terminated without cause, or if Mr. Deener terminates his employment for good reason, at any time within six months after a change in control, the two-year period will be shortened to one year. A copy of Mr. Deener's employment agreement is being filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

10.1* Employment Agreement between K. Gary Barnette and GTx, Inc. dated August 26, 2005.

10.2* Employment Agreement between Gregory A. Deener and GTx, Inc. dated August 26, 2005.

*Management contract or compensatory plan.

SIGNATURE

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

GTx, Inc.

Date: September 8, 2005

By: /s/ Henry P. Doggrell

Name: Henry P. Doggrell

Title: Vice President/General Counsel

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Employment Agreement between K. Gary Barnette and GTx, Inc. dated August 26, 2005
10.2	Employment Agreement between Gregory A. Deener and GTx, Inc. dated August 26, 2005

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of August 26, 2005 (the "Effective Date") by and between GTX, INC., located at 3 North Dunlap, Memphis, Tennessee 38163 (the "Employer"), and K. GARY BARNETTE (the "Employee"), residing at 1810 Elk River Cove, Collierville, Tennessee 38017.

WHEREAS, Employee has been employed by Employer since December 17, 2001, and as a result of Employee becoming an officer of Employer, the Employer desires to enter into this Agreement to retain the services of Employee as Vice President of Clinical Research & Development; and

WHEREAS, the Employer and the Employee desire to enter into this Agreement to set forth terms and conditions of the employment relationship between the Employer and the Employee; and

WHEREAS, during the course of Employee's employment with the Employer, the Employer will train and continue to train Employee and to impart to Employee proprietary, confidential, and/or trade secret information, data and/or materials of the Employer; and

WHEREAS, the Employer has a vital interest in maintaining its confidential information and trade secrets, as well as rights to inventions, since doing so allows the Employer to compete fairly and enhances the value of the Employer to shareholders and job security for employees; and

WHEREAS, the Employer desires to procure the services of Employee and Employee is willing to be employed and continue to be employed with the Employer upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the employment and continued employment of Employee in accordance with the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree and covenant as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1.

"AGREEMENT" has the meaning set forth in first paragraph of this Agreement.

"BASIC COMPENSATION" means Salary and Benefits.

"BENEFITS" means as defined in Section 3.1(b).

"BOARD OF DIRECTORS" means the Board of Directors of the Employer.

"CEO" has the meaning set forth in Section 2.2.

"CHANGE OF CONTROL" means any of the following events: (a) the sale or other disposition of all or substantially all of the assets of Employer in a single transaction or in a series of transactions (including, without limitation, any liquidation or dissolution of Employer); (b) any Person or group becomes the beneficial owner, directly, or indirectly, of securities of the Employer, other than J.R. Hyde, III and/or Mitchell S. Steiner and their respective Affiliates, representing more than fifty percent (50%) of the combined voting power of the Employer's then outstanding securities other than by virtue of a merger, consolidation or similar transaction; or (c) a merger or consolidation of Employer with or into any other entity, if immediately after giving effect to such transaction more than fifty percent (50%) of the issued and outstanding voting stock of the surviving entity of such transaction is held by persons who were not holders (taking into account their individual and affiliated holdings) as of the Effective Date of at least twenty percent (20%) of the voting stock of Employer. For such purposes, "voting stock" shall mean the capital stock of Employer of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of members of the Board of Directors (or Persons performing similar functions) of Employer. A Change of Control shall not include: (1) any transfer or issuance of stock of Employer to one or more of Employer's lenders (or to any agents or representatives thereof) in exchange for debt of Employer owed to any such lenders; (2) any transfer of stock of Employer to or by any person or entity, including but not limited to one or more of the Employer's lenders (or to any agents or representatives thereof), pursuant to the terms of any pledge of said stock as collateral for any loans or financial accommodations to Employer and/or its subsidiaries; (3) any transfer or issuance to any person or entity, including but not limited to one or more of Employer's lenders (or to any agents or representatives thereof), in connection with the workout or restructuring of Employer's debts to any one of Employer's lenders, including but not limited to the issuance of new stock in exchange for any equity contribution to Employer in connection with the workout or restructuring of such debt; (4) any transfer of stock by a stockholder of Employer which is a partnership or corporation to the partners or stockholders in such stockholder or any transfer of stock by a stockholder of Employer to an entity affiliated with such stockholder or the immediate family of such stockholder or a trust or similar entity for the benefit of such family members; or (5) any transfer or issuance of stock in connection with an offering of the Employer's stock in a registered public transaction not involving a transaction described in Rule 145, promulgated under the Securities Act of 1933, as amended, provided that the Employer's officers and Board of Directors shall not materially change as a result thereof.

"CHANGE OF CONTROL TERMINATION" means (i) a Termination Without Cause of the Employee's employment by the Employer within six (6) months after a Change of Control or (ii) the Employee's resignation for Good Reason within six (6) months after a Change of Control.

"COMPETING BUSINESS" means any individual or entity, other than the Employer, that is engaging in, or proposes to engage in, the development, manufacture, distribution or sale of a Competing Product in North America, Europe, Japan, China, Taiwan or South Korea; provided however, that an entity that develops, manufactures, distributes or sells a Competing Product in a separate business unit than the business unit in which Employee is then employed shall not be deemed a Competing Business unless Employee provides Confidential Information and/or

Proprietary Information to the business unit that is engaging in or proposes to engage in the development, manufacture, distribution or sale of a Competing Product.

"COMPETING PRODUCT" means any pharmaceutical or other compound, composition, formulation, method, process, product or material that is competitive with any product of Employer under development, manufacture, distribution or commercialization at any time from and after the Effective Date through the date of termination of Employee's employment, including, without limitation, small molecules that target androgen, glucocorticoid and/or estrogen receptors for purposes of treating, diagnosing, or imaging humans in health and disease, selective cytopathic viruses, such as vesicular stomatitis virus (rhabdoviridae), that target and destroy selected cells, and pharmaceutical products that are focused on prostate cancer therapy.

"CONFIDENTIAL INFORMATION AND/OR PROPRIETARY INFORMATION" means any and all:

(a) information disclosed to Employee or known by Employee as a consequence of, or through, Employee's employment with the Employer since his date of employment on December 17, 2001 (including information conceived, originated, discovered, or developed in whole or in part by Employee), not generally known in the relevant trade or industry, about the Employer's business, products, processes, and services; and trade secrets concerning the business and affairs of the Employer, product specifications, data, know-how, formulae, compositions, research, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information); and any other information, however documented, that is a trade secret within the meaning of Tenn. Code Section 39-14-138; and

(b) information concerning the business and affairs of the Employer (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials), however documented; and

(c) intellectual property, inventions, methods, processes, techniques, computer programs, devices, products, services, compounds, gene therapy products, pharmaceuticals, substances, vectors, enzymes, genes, concepts, discoveries, improvements, and designs, whether or not patentable in the United States or foreign countries, any trade secrets, information, procedures, technologies, data, results, conclusions, know-how or show-how and business information; and

(d) notes, analysis, compilations, studies, summaries, and other material prepared by or for the Employer containing or based, in whole or in part, on any information included in the foregoing.

"EFFECTIVE DATE" means the date stated in the first paragraph of the Agreement.

"EMPLOYEE" has the meaning stated in the first paragraph of this Agreement.

"EMPLOYEE INVENTION" means any idea, invention, technique, modification, process, improvement (whether patentable or not), industrial design (whether registerable or not), work of authorship (whether or not copyright protection may be obtained for it), design, copyrightable work, discovery, trademark, copyright, trade secret, formula, device, method, compound, gene, prodrug, pharmaceutical, structure, product concept, marketing plan, strategy, customer list, technique, blueprint, sketch, record, note, drawing, know-how, data, patent application, continuation application, continuation-in-part application, file wrapper continuation application or divisional application, created, conceived, or developed by the Employee, either solely or in conjunction with others, during the Employee's employment, or a period that includes a portion of the Employee's employment, that relates in any way to, or is useful in any manner in, the business then being conducted or proposed to be conducted by the Employer, and any such item created by the Employee, either solely or in conjunction with others, following termination of the Employee's employment with the Employer, that is based upon or uses Confidential Information and/or Proprietary Information.

"EMPLOYER" means GTX, Inc., its successors and assigns, and any of its current or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

"GOOD REASON" means any of the following:

(a) following a Change of Control, a change in the Employee's status, position or responsibilities (including reporting responsibilities) which, without Employee's consent, represents a reduction in or demotion of the Employee's status, position or responsibilities as in effect immediately prior to a Change of Control or the assignment to the Employee of any duties or responsibilities which are inconsistent with such status, position or responsibilities;

(b) following a Change of Control, a reduction in the Salary in effect immediately prior to the Change of Control or modifying, suspending, discontinuing, or terminating any Benefit in a manner which materially and adversely affects Employee;

(c) following a Change of Control, the relocation of the Employer's principal Employee offices to a location outside a thirty-mile radius of Memphis, Tennessee, or the Employer's requiring the Employee to be based at any place other than a location within a thirty-mile radius of Memphis, Tennessee, except for reasonably required travel on the Employer's business; or

(d) following a Change of Control, the failure of the Employer to obtain an agreement reasonably satisfactory to Employee from any successor or assign of the Employer to assume and agree to perform this Agreement.

"PERSON" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or governmental body.

"PROPRIETARY ITEMS" means any Proprietary and/or Confidential Information embodied in any document, record, recording, electronic media, formulae, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form.

"SALARY" means as defined in Section 3.1(a).

"TERMINATION WITH CAUSE" means the termination of the Employee's employment for any of the following reasons:

(a) the Employee's conviction for a felony;

(b) the Employee's theft, embezzlement, misappropriation of or intentional infliction of material damage to the Employer's property or business opportunities;

(c) the Employee's breach of the provisions contained in Section 7 or Section 8 of this Agreement; or

(d) the Employee's ongoing willful neglect of or failure to perform his duties hereunder or his ongoing willful failure or refusal to follow any reasonable, unambiguous duly adopted written direction of the CEO that is not inconsistent with the description of the Employee's duties set forth in Section 2.3, if such willful neglect or failure is materially damaging or materially detrimental to the business and operations of the Employer; provided that Employee shall have received written notice of such failure and shall have continued to engage in such failure after 30 days following receipt of such notice from the CEO, which notice specifically identifies the manner in which the CEO believes that Employee has engaged in such failure. For purposes of this subsection, no act, or failure to act, shall be deemed "willful" unless done, or omitted to be done, by Employee not in good faith, and without reasonable belief that such action or omission was in the best interest of the Employer.

"TERMINATION WITHOUT CAUSE" means the termination of the Employee's employment by the Employer for any reason other than Termination With Cause, or termination by the Employer due to Employee's death or disability.

2. EMPLOYMENT TERMS AND DUTIES

2.1 Employment

The Employer hereby employs the Employee, and the Employee hereby accepts employment by the Employer, upon the terms and conditions set forth in this Agreement.

2.2 Term

Either the Employee or the Employer may terminate this Agreement and the Employee's employment and compensation with or without cause or notice, at any time, at either the Employer's or the Employee's option. No company officer or manager has the authority to enter into any other agreement for employment for a specified period of time, or to modify or to make any agreement contrary to the foregoing, except by written amendment to this Agreement, dated and signed by the Chief Executive Officer ("CEO") or the Chief Operating Officer and President ("President") of the Employer.

2.3 Duties

The Employee will have such duties as are assigned or delegated to the Employee by the CEO or President, and currently is serving as Vice President, Clinical Research & Development for the Employer. The Employee will devote his full time, attention, skill and energy to the business of the Employer, will use his best efforts to promote the success of the Employer's business, and will cooperate fully with the CEO in the advancement of the best interest of the Employer. Employee agrees to abide by all bylaws, policies, practices, procedures or rules of Employer. Employee may be reassigned or transferred to another management position, as designated by the CEO and/or the President, which may or may not provide the same level of responsibility as the initial assignment, in accordance with the terms and conditions of this Agreement.

3. COMPENSATION

3.1 Basic Compensation

(a) Salary. The Employee will be paid pursuant to the compensation policies of Employer, which currently pays its employees over 26 payroll periods during the calendar year, in the gross amount per pay period of approximately \$8,654 (the "Salary"), which is the equivalent of \$225,000 per calendar year. Employee's Salary may be adjusted from time to time by the CEO and/or the President.

(b) Benefits. The Employee will, during his employment, be permitted to participate in such life insurance, hospitalization, major medical, short term disability, long term disability, 401K plan and other employee benefit plans of the Employer that may be in effect from time to time, to the extent the Employee is eligible under the terms of those plans (collectively, the "Benefits").

(c) The Employer may withhold from any salary or benefits payable to Employee all federal, state, local, and other taxes and other amounts as permitted or required pursuant to law, rules or regulations.

4. FACILITIES AND EXPENSES

4.1 General

The Employer will furnish the Employee office space, equipment, supplies, and such other facilities and personnel as the Employer deems necessary or appropriate for the performance of the Employee's duties under this Agreement. The Employer will pay the Employee's dues in such professional societies and organizations as the President deems appropriate, and will pay on behalf of the Employee (or reimburse the Employee for) reasonable expenses incurred by the Employee at the request of, or on behalf of, the Employer in the performance of the Employee's duties pursuant to this Agreement, and in accordance with the Employer's employment policies, including reasonable expenses incurred by the Employee in attending conventions, seminars, and other business meetings, in appropriate business entertainment activities, and for promotional expenses. The Employee must file expense reports with respect to such expenses in accordance with the Employer's policies.

5. VACATIONS AND HOLIDAYS

The Employee will be entitled initially to three (3) weeks paid vacation each year in accordance with the vacation policies of the Employer in effect from time to time. Vacation must be taken by the Employee at such time or times as approved by the President. The Employee will also be entitled to the paid holidays set forth in the Employer's policies. Under Employer's current policies, vacation days and holidays during any year that are not used by the Employee during such year may not be used in any subsequent year.

6. TERMINATION

6.1 Events of Termination

Either the Employee or Employer may terminate this Employment Agreement (with the exception of the provisions of Section 7 and 8 which shall survive termination of this Agreement) and Basic Compensation with or without cause or notice, at any time at either the Employee's or the Employer's option.

6.2 The employment of Employee shall terminate on the date of the Employee's death, in which event Employee's Basic Compensation, owing to Employee through the date of Employee's death shall be paid to his estate. Employee's estate will not be entitled to any other compensation under this Agreement.

6.3 The Employer shall be released from any and all further obligations under this Agreement, except the Employer shall be obligated to pay Employee his Basic Compensation owing to Employee through the day on which Employee's employment is terminated and as provided in Section 6.4, if applicable. Employee's obligation under Sections 7 and 8 shall continue pursuant to the terms and conditions of this Agreement.

6.4 As additional consideration for the covenants in Section 7 and Section 8, in the event of a Change of Control Termination, Employee shall receive the equivalent of his then current Salary payable at the payroll period as of the time of his termination of Employment for a

period of one (1) year from the date of termination, payable in accordance with Employer's then current payroll policies and procedures, less deductions required by law.

7. NON-DISCLOSURE COVENANT; EMPLOYEE INVENTIONS

7.1 Acknowledgements by the Employee

The Employee acknowledges and agrees that (a) during the course of his employment and as a part of his employment, the Employee will be afforded access to Confidential Information and/or Proprietary Information; (b) public disclosure of such Confidential Information and/or Proprietary Information could have an adverse effect on the Employer and its business; (c) because the Employee possesses substantial technical expertise and skill with respect to the Employer's business, the Employer desires to obtain exclusive ownership of each Employee Invention, and the Employer will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each Employee Invention; and (d) the provisions of this Section 7 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and/or Proprietary Information and to provide the Employer with exclusive ownership of all Employee Inventions.

7.2 Agreements of the Employee

In consideration of the compensation and benefits to be paid or provided to the Employee by the Employer under this Agreement and otherwise, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee covenants and agrees as follows:

(a) Confidentiality.

(i) That all of such Confidential Information and/or Proprietary Information is a unique asset of the business of Employer, the disclosure of which would be damaging to Employer.

(ii) That the Employee will not at any time, whether during or after termination or cessation of the Employee's employment, except as authorized by Employer and for its benefit, use, divulge or disclose (or enable anyone else to use, divulge or disclose) to any person, association or entity any Confidential Information and/or Proprietary Information which the Employee presently possesses or which the Employee may obtain during the course of the Employee's employment with respect to the business, finances, customers or affairs of Employer or trade secrets, developments, methods or other information and data pertaining to the Employer's business. The Employee shall keep strictly confidential all matters and information entrusted to the Employee and shall not use or attempt to use any such Confidential Information and/or Proprietary Information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to Employer.

(iii) That during the course of this Agreement or at any time after termination, Employee will keep in strictest confidence and will not disclose

or make accessible to any other person without the prior written consent of Employer, the Confidential Information and/or Proprietary Information; Employee agrees: (a) not to use any such Confidential Information and/or Proprietary Information for himself or others; and (b) not to take any such material or reproductions thereof from the Employer's facilities at any time during his employment except, in each case, as required in connection with the Employee's duties to the Employer.

(iv) Employee agrees to hold in confidence, and not to distribute or disseminate to any person or entity for any reason, any Confidential Information and/or Proprietary Information of Employer under this Agreement, or information relating to experiments or results obtained based on the duties of Employee, except for information which: (a) is in or which becomes a part of the public domain not as a result of a breach of this Agreement, (b) information lawfully received from a third party who had the right to disclose such information or (c) is required by legal process before a court of proper jurisdiction (by oral questions, deposition, interrogatories, requests for information or documents, subpoena, civil investigative domain or other similar process) to disclose all or any part of any Confidential Information and/or Proprietary Information, provided that Employee will provide Employer with prompt notice of such request or requirement, as well as notice of the terms and circumstances surrounding such request or requirements, so that Employer may seek an appropriate protective order or waive compliance with the provisions of this Agreement. In such case, the parties will consult with each other on the advisability of pursuing any such order or other legal action or available step to resist or narrow such request or requirement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Employee is, in the opinion of counsel reasonably acceptable to Employer, legally compelled to disclose Confidential Information and/or Proprietary Information, Employee may disclose that portion of such information which counsel advises him to disclose to satisfy the legal process.

(v) Upon written notice by Employer, Employee shall promptly redeliver to Employer, or, if requested by Employer, promptly destroy all written Confidential Information and/or Proprietary Information and any other written material containing any information included in the Confidential Information and/or Proprietary Information (whether prepared by Employer, Employee, or a third party), and will not retain any copies, extracts or other reproductions in whole or in part of such written Confidential Information and/or Proprietary Information (and upon request certify such redelivery or destruction to Employer in a written instrument reasonably acceptable to Employer and its counsel).

(vi) This Agreement and the terms and conditions recited herein are confidential and non-public, except as may be expressly permitted by the Employer. The Employee agrees not to disclose the contents of this Agreement to any person or entity, including, but not limited to the press, other media, any

public body, or any competitor of Employer, except to the Employee's legal counsel or as may be required by law.

(vii) Any trade secrets of the Employer will be entitled to all of the protections and benefits of State of Tennessee law and any other applicable law. If any information that the Employer deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, nevertheless, be considered Confidential Information and/or Proprietary Information for purposes of this Agreement. The Employee hereby waives any requirement that the Employer submits proof of the economic value of any trade secret or post a bond or other security.

(viii) None of the foregoing obligations and restrictions applies to any part of the Confidential Information and/or Proprietary Information that the Employee demonstrates was or became generally available to the public other than as a result of a disclosure by the Employee.

(ix) The Employee will not remove from the Employer's premises (except to the extent such removal is for purposes of the performance of the Employee's duties at home or while traveling, or except as otherwise specifically authorized by the Employer) any Proprietary Items. The Employee recognizes that, as between the Employer and the Employee, all of the Proprietary Items, whether or not developed by the Employee, are the exclusive property of the Employer. Upon termination of this Agreement by either party, or upon the request of the Employer during the employment of Employee, the Employee will return to the Employer all of the Proprietary Items in the Employee's possession or subject to the Employee's control, and the Employee shall not retain any copies, abstracts, sketches, or other physical or electronic embodiment of any of the Proprietary Items.

(b) Employee Inventions.

(i) Each Employee Invention will belong exclusively to the Employer. Employee agrees that Employer shall have sole and exclusive ownership rights in any conception, invention, trade secrets, information, ideas, improvement, substance, know-how, whether or not patentable, arising out of, resulting from, or derivative of: (1) the work or services of Employee, or (2) within the scope of the duties of Employee, or (3) using any materials, compounds, devices, or monies of Employer. Any resulting or derivative rights, including patent rights, shall become the exclusive property of Employer, and Employer shall be entitled to the entire right, title and interest with respect hereto. Employee agrees, without additional compensation, to convey, assign the entire right, title, and interest in and to any inventions for the United States and all foreign jurisdictions to Employer arising out of, resulting from, or derivative of: (1) the work or services of Employee, or (2) within the scope of the duties of Employee, or (3) using any materials, compounds, devices, or monies.

(ii) Employer shall retain the entire right, title and interest in and to any and all Confidential Information and/or Proprietary Information provided by Employer to Employee and to any methods, compounds, improvements, substances, and compositions using or incorporating such Confidential Information and/or Proprietary Information.

(iii) Employee agrees that Confidential Information and/or Proprietary Information provided to the Employee by Employer shall be used for work purposes only and shall not be used for any other uses, studies, experiments or tests.

(iv) Employee agrees that he will promptly disclose to Employer, or any persons designated by Employer, all Employee Inventions, made or conceived or reduced to practice or learned by him, either alone or jointly with others, during the employment of the Employee. The Employee further agrees to assist Employer in every proper way (but at Employer's expense) to obtain and from time to time enforce patents, copyrights or other rights on Employee Inventions in any and all countries, and to that end Employee will execute all documents necessary: (a) to apply for, obtain and vest in the name of Employer alone (unless Employer otherwise directs) letters patent, copyrights or other analogues protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (b) to defend (including the giving of testimony and rendering any other assistance) any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. Employee's obligation to assist Employer in obtaining and enforcing patents and copyrights for Employee Inventions in any and all countries shall continue beyond and after the termination of Employee.

(v) Any copyrightable work whether published or unpublished created by Employee in connection with or during the performance of services below shall be considered a work made for hire, to the fullest extent permitted by law and all right, title and interest therein, including the worldwide copyrights, shall be the property of Employer as the employer and party specially commissioning such work. In the event that any such copyrightable work or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held, Employee agrees to properly convey to Employer, without additional compensation, the entire right, title and interest in and to such work or portion thereof, including but not limited to the worldwide copyrights, extensions of such copyrights, and renewal copyrights therein, and further including all rights to reproduce the copyrighted work in copies or phonorecords, to prepare derivative works based on the copyrighted work, to distribute copies of the copyrighted work, to perform the copyrighted work publicly, to display the copyrighted work publicly, and to register the claim of copyright therein and to execute any and all documents with respect hereto.

(vi) Employee may not publish or disclose any Confidential Information and/or Proprietary Information relating to, arising from, derivative of, or as a result of his employment pursuant to this Agreement including but not limited to: information, improvements, results, experiments, data, or methods, that makes reference to any of the Confidential Information and/or Proprietary Information. Any work performed under, or arising from, or a result of his employment with Employer shall not be published or disclosed in written, electronic, or oral form without the express written permission of Employer.

7.3 Disputes or Controversies

The Employee recognizes that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information and/or Proprietary Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Employer, the Employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

8. NON-COMPETITION

8.1 Acknowledgments by the Employee

Except for circumstance involving a Change of Control as described in Section 8.4 below, Employee understands and recognizes that the Employee's services provided to Employer are special, unique, unusual, extraordinary and intellectual in character, and Employee agrees that, during the employment of Employee and for a period of two (2) years from the date of termination of the Employee's employment with Employer, he will not in any manner, directly or indirectly, on behalf of himself or any Person, firm, partnership, joint venture, corporation or other business entity, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend the Employee's name or similar name to, lend Employee's credit to or render services or advice to, enter into or engage in any Competing Business; provided, however, that Employee may purchase or otherwise acquire up to (but not more than) one percent of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

8.2 Except for circumstances involving a Change of Control as described in Section 8.4 below, in consideration of the acknowledgements by the Employee, and in consideration of the compensation and benefits to be paid or provided to the Employee by the Employer, the Employee covenants that he will not, directly or indirectly, whether for the Employee's own account or the account of any other person (i) at any time during the

employment of Employee and for a period of two (2) years from the termination of the Employee's employment with Employer, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was an employee of the Employer at any time during the Employee's employment with Employer or in any manner induce or attempt to induce any employee of the Employer to terminate his employment with the Employer; or (ii) at any time during the employment of Employee with Employer and for two (2) years from the termination of Employee's employment with Employer, interfere with the Employer's relationship with any person, including any person who at any time during the Employee's employment with Employer was an employee, contractor, supplier, or customer of the Employer.

8.3 In further consideration of these premises, Employee agrees that he will not at any time during or after Employee's employment with Employer, disparage the Employer or any of its shareholders, directors, officers, employees, or agents.

8.4 Change of Control. In the event of a Change of Control Termination, Employee's obligations under Sections 8.1 and 8.2 above shall expire one (1) year from the date of termination of his employment with Employer (or any entity acquiring Employer as a result of a Change of Control).

8.5 If any covenant in Section 8 is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the Employee.

The period of time applicable to any covenant in Section 8 will be extended by the duration of any violation by the Employee of such covenant.

The Employee will, while the covenants under Section 8 are in effect, give notice to the Employer, within ten days after accepting any other employment, of the identity of the Employee's employer. The Employer may notify such employer that the Employee is bound by this Agreement and, at the Employer's election, furnish such employer with a copy of this Agreement or relevant portions thereof.

9. GENERAL PROVISIONS

9.1 Injunctive Relief and Additional Remedy

The Employee acknowledges that the injury that would be suffered by the Employer as a result of a breach of the provisions of this Agreement (including any provision of Sections 7 and 8) would be irreparable and that an award of monetary damages to the Employer for such a breach would be an inadequate remedy. Consequently, the Employer will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and the Employer will not be obligated to post bond or other security in seeking such relief. Without limiting the Employer's rights under this Section 9 or any other remedies of the Employer, if the Employee breaches any of the provisions of Section 7 or 8, the Employer will have the right to cease making any payments otherwise due to the Employee under this Agreement.

9.2 Covenants of Sections 7 and 8 are Essential and Independent Covenants

The covenants by the Employee in Sections 7 and 8 are essential elements of this Agreement, and without the Employee's agreement to comply with such covenants the Employer would not have entered into this Agreement or employed or continued the employment of the Employee. The Employer and the Employee have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Employer.

The Employee's covenants in Sections 7 and 8 are independent covenants and the existence of any claim by the Employee against the Employer under this Agreement or otherwise will not excuse the Employee's breach of any covenant in Section 7 or 8.

If the Employee's employment hereunder is terminated by either party, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of the Employee in Sections 7 and 8.

9.3 Representations and Warranties by the Employee

The Employee represents and warrants to the Employer that the execution and delivery by the Employee of this Agreement do not, and the performance by the Employee of the Employee's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to the Employee; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Employee is a party or by which the Employee is or may be bound.

9.4 Waiver

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.5 Binding Effect; Delegation of Duties Prohibited

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which the Employer may merge or consolidate or to which all or substantially all of

its assets may be transferred. The duties and covenants of the Employee under this Agreement, being personal, may not be delegated.

9.6 Notices

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to Employer: GTx, Inc
 3 N. Dunlap Ave, 3rd Floor
 Memphis, Tennessee 38163
 Attention: Vice President, General Counsel
 Facsimile No.: 901-844-8075

If to the Employee: K. Gary Barnette
 1810 Elk River Cove
 Collierville, Tennessee 38017
 Facsimile No.: _____

Employee shall notify Employer in writing of any change of his address. Otherwise, Employer shall send all notices to Employee's address herein.

9.7 Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

9.8 Governing Law

This Agreement will be governed by the laws of the State of Tennessee without regard to conflicts of laws principles.

9.9 Jurisdiction

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties in the courts of the State of Tennessee, County of Shelby, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Tennessee, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or

proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

9.10 Section Headings, Construction

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.11 Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.13 Waiver of Jury Trial

THE PARTIES HERETO HEREBY WAIVE A JURY TRIAL IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT, OR ARISING OUT OF OR CONCERNING EMPLOYEE'S EMPLOYMENT WITH EMPLOYER OR TERMINATION THEREOF.

9.14 Prior Employment and Confidentiality Agreements.

Employer and Employee acknowledge that Employee has previously executed a Confidentiality Agreement dated November 27, 2001 and an Agreement on Condition of Employment dated December 17, 2001 (the "Other Agreements"), copies of which are attached hereto as Schedule 1. The Employer and Employee agree that the provisions of this Agreement shall control to the extent there is a conflict between any terms hereof and provisions of the Other Agreements, but to the extent there is no such conflict, the provisions of the Other Agreements shall remain in effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

K. GARY BARNETTE

/S/ K. GARY BARNETTE

GTX, INC.

By: /S/ HENRY P. DOGGRELL

Name: HENRY P. DOGGRELL

Title: VP, GENERAL COUNSEL

SCHEDULE 1

See attached

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered into as of August 26, 2005 (the "Effective Date") by and between GTX, INC., located at 3 North Dunlap, Memphis, Tennessee 38163 (the "Employer"), and GREGORY A. DEENER (the "Employee"), residing at 245 Brenrich Cove North, Memphis, Tennessee 38117.

WHEREAS, Employee has been employed by Employer since February 9, 2004, and as a result of Employee becoming an officer of Employer, the Employer desires to enter into this Agreement to retain the services of Employee as Vice President of Sales & Marketing; and

WHEREAS, the Employer and the Employee desire to enter into this Agreement to set forth terms and conditions of the employment relationship between the Employer and the Employee; and

WHEREAS, during the course of Employee's employment with the Employer, the Employer will train and continue to train Employee and to impart to Employee proprietary, confidential, and/or trade secret information, data and/or materials of the Employer; and

WHEREAS, the Employer has a vital interest in maintaining its confidential information and trade secrets, as well as rights to inventions, since doing so allows the Employer to compete fairly and enhances the value of the Employer to shareholders and job security for employees; and

WHEREAS, the Employer desires to procure the services of Employee and Employee is willing to be employed and continue to be employed with the Employer upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the employment and continued employment of Employee in accordance with the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree and covenant as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1.

"AGREEMENT" has the meaning set forth in first paragraph of this Agreement.

"BASIC COMPENSATION" means Salary and Benefits.

"BENEFITS" means as defined in Section 3.1(b).

"BOARD OF DIRECTORS" means the Board of Directors of the Employer.

"CEO" has the meaning set forth in Section 2.2.

"CHANGE OF CONTROL" means any of the following events: (a) the sale or other disposition of all or substantially all of the assets of Employer in a single transaction or in a series of transactions (including, without limitation, any liquidation or dissolution of Employer); (b) any Person or group becomes the beneficial owner, directly, or indirectly, of securities of the Employer, other than J.R. Hyde, III and/or Mitchell S. Steiner and their respective Affiliates, representing more than fifty percent (50%) of the combined voting power of the Employer's then outstanding securities other than by virtue of a merger, consolidation or similar transaction; or (c) a merger or consolidation of Employer with or into any other entity, if immediately after giving effect to such transaction more than fifty percent (50%) of the issued and outstanding voting stock of the surviving entity of such transaction is held by persons who were not holders (taking into account their individual and affiliated holdings) as of the Effective Date of at least twenty percent (20%) of the voting stock of Employer. For such purposes, "voting stock" shall mean the capital stock of Employer of any class or classes, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of members of the Board of Directors (or Persons performing similar functions) of Employer. A Change of Control shall not include: (1) any transfer or issuance of stock of Employer to one or more of Employer's lenders (or to any agents or representatives thereof) in exchange for debt of Employer owed to any such lenders; (2) any transfer of stock of Employer to or by any person or entity, including but not limited to one or more of the Employer's lenders (or to any agents or representatives thereof), pursuant to the terms of any pledge of said stock as collateral for any loans or financial accommodations to Employer and/or its subsidiaries; (3) any transfer or issuance to any person or entity, including but not limited to one or more of Employer's lenders (or to any agents or representatives thereof), in connection with the workout or restructuring of Employer's debts to any one of Employer's lenders, including but not limited to the issuance of new stock in exchange for any equity contribution to Employer in connection with the workout or restructuring of such debt; (4) any transfer of stock by a stockholder of Employer which is a partnership or corporation to the partners or stockholders in such stockholder or any transfer of stock by a stockholder of Employer to an entity affiliated with such stockholder or the immediate family of such stockholder or a trust or similar entity for the benefit of such family members; or (5) any transfer or issuance of stock in connection with an offering of the Employer's stock in a registered public transaction not involving a transaction described in Rule 145, promulgated under the Securities Act of 1933, as amended, provided that the Employer's officers and Board of Directors shall not materially change as a result thereof.

"CHANGE OF CONTROL TERMINATION" means (i) a Termination Without Cause of the Employee's employment by the Employer within six (6) months after a Change of Control or (ii) the Employee's resignation for Good Reason within six (6) months after a Change of Control.

"COMPETING BUSINESS" means any individual or entity, other than the Employer, that is engaging in, or proposes to engage in, the development, manufacture, distribution or sale of a Competing Product in North America, Europe, Japan, China, Taiwan or South Korea; provided however, that an entity that develops, manufactures, distributes or sells a Competing Product in a separate business unit than the business unit in which Employee is then employed shall not be deemed a Competing Business unless Employee provides Confidential Information and/or

Proprietary Information to the business unit that is engaging in or proposes to engage in the development, manufacture, distribution or sale of a Competing Product.

"COMPETING PRODUCT" means any pharmaceutical or other compound, composition, formulation, method, process, product or material that is competitive with any product of Employer under development, manufacture, distribution or commercialization at any time from and after the Effective Date through the date of termination of Employee's employment that has been tested or is then currently being tested in at least a Phase II clinical trial in humans to determine both safety and efficacy, including, without limitation, small molecules that target androgen, glucocorticoid and/or estrogen receptors for purposes of treating, diagnosing, or imaging humans in health and disease, selective cytopathic viruses, such as vesicular stomatitis virus (rhabdoviridae), that target and destroy selected cells, and pharmaceutical products that are focused on prostate cancer therapy.

"CONFIDENTIAL INFORMATION AND/OR PROPRIETARY INFORMATION" means any and all:

(a) information disclosed to Employee or known by Employee as a consequence of, or through, Employee's employment with the Employer since his date of employment on February 9, 2004 (including information conceived, originated, discovered, or developed in whole or in part by Employee), not generally known in the relevant trade or industry, about the Employer's business, products, processes, and services; and trade secrets concerning the business and affairs of the Employer, product specifications, data, know-how, formulae, compositions, research, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current, and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies, systems, structures, and architectures (and related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods and information); and any other information, however documented, that is a trade secret within the meaning of Tenn. Code Section 39-14-138; and

(b) information concerning the business and affairs of the Employer (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, personnel training and techniques and materials), however documented; and

(c) intellectual property, inventions, methods, processes, techniques, computer programs, devices, products, services, compounds, gene therapy products, pharmaceuticals, substances, vectors, enzymes, genes, concepts, discoveries, improvements, and designs, whether or not patentable in the United States or foreign countries, any trade secrets, information, procedures, technologies, data, results, conclusions, know-how or show-how and business information; and

(d) notes, analysis, compilations, studies, summaries, and other material prepared by or for the Employer containing or based, in whole or in part, on any information included in the foregoing.

"EFFECTIVE DATE" means the date stated in the first paragraph of the Agreement.

"EMPLOYEE" has the meaning stated in the first paragraph of this Agreement.

"EMPLOYEE INVENTION" means any idea, invention, technique, modification, process, improvement (whether patentable or not), industrial design (whether registerable or not), work of authorship (whether or not copyright protection may be obtained for it), design, copyrightable work, discovery, trademark, copyright, trade secret, formula, device, method, compound, gene, prodrug, pharmaceutical, structure, product concept, marketing plan, strategy, customer list, technique, blueprint, sketch, record, note, drawing, know-how, data, patent application, continuation application, continuation-in-part application, file wrapper continuation application or divisional application, created, conceived, or developed by the Employee, either solely or in conjunction with others, during the Employee's employment, or a period that includes a portion of the Employee's employment, that relates in any way to, or is useful in any manner in, the business then being conducted or proposed to be conducted by the Employer, and any such item created by the Employee, either solely or in conjunction with others, following termination of the Employee's employment with the Employer, that is based upon or uses Confidential Information and/or Proprietary Information.

"EMPLOYER" means GTX, Inc., its successors and assigns, and any of its current or future subsidiaries, or organizations controlled by, controlling, or under common control with it.

"GOOD REASON" means any of the following:

(a) following a Change of Control, a change in the Employee's status, position or responsibilities (including reporting responsibilities) which, without Employee's consent, represents a reduction in or demotion of the Employee's status, position or responsibilities as in effect immediately prior to a Change of Control or the assignment to the Employee of any duties or responsibilities which are inconsistent with such status, position or responsibilities;

(b) following a Change of Control, a reduction in the Salary in effect immediately prior to the Change of Control or modifying, suspending, discontinuing, or terminating any Benefit in a manner which materially and adversely affects Employee;

(c) following a Change of Control, the relocation of the Employer's principal Employee offices to a location outside a thirty-mile radius of Memphis, Tennessee, or the Employer's requiring the Employee to be based at any place other than a location within a thirty-mile radius of Memphis, Tennessee, except for reasonably required travel on the Employer's business; or

(d) following a Change of Control, the failure of the Employer to obtain an agreement reasonably satisfactory to Employee from any successor or assign of the Employer to assume and agree to perform this Agreement.

"PERSON" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or governmental body.

"PROPRIETARY ITEMS" means any Proprietary and/or Confidential Information embodied in any document, record, recording, electronic media, formulae, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form.

"SALARY" means as defined in Section 3.1(a).

"TERMINATION WITH CAUSE" means the termination of the Employee's employment for any of the following reasons:

(a) the Employee's conviction for a felony;

(b) the Employee's theft, embezzlement, misappropriation of or intentional infliction of material damage to the Employer's property or business opportunities;

(c) the Employee's breach of the provisions contained in Section 7 or Section 8 of this Agreement; or

(d) the Employee's ongoing willful neglect of or failure to perform his duties hereunder or his ongoing willful failure or refusal to follow any reasonable, unambiguous duly adopted written direction of the CEO that is not inconsistent with the description of the Employee's duties set forth in Section 2.3, if such willful neglect or failure is materially damaging or materially detrimental to the business and operations of the Employer; provided that Employee shall have received written notice of such failure and shall have continued to engage in such failure after 30 days following receipt of such notice from the CEO, which notice specifically identifies the manner in which the CEO believes that Employee has engaged in such failure. For purposes of this subsection, no act, or failure to act, shall be deemed "willful" unless done, or omitted to be done, by Employee not in good faith, and without reasonable belief that such action or omission was in the best interest of the Employer.

"TERMINATION WITHOUT CAUSE" means the termination of the Employee's employment by the Employer for any reason other than Termination With Cause, or termination by the Employer due to Employee's death or disability.

2. EMPLOYMENT TERMS AND DUTIES

2.1 Employment

The Employer hereby employs the Employee, and the Employee hereby accepts employment by the Employer, upon the terms and conditions set forth in this Agreement.

2.2 Term

Either the Employee or the Employer may terminate this Agreement and the Employee's employment and compensation with or without cause or notice, at any time, at either the Employer's or the Employee's option. No company officer or manager has the authority to enter into any other agreement for employment for a specified period of time, or to modify or to make any agreement contrary to the foregoing, except by written amendment to this Agreement, dated and signed by the Chief Executive Officer ("CEO") or the Chief Operating Officer and President ("President") of the Employer.

2.3 Duties

The Employee will have such duties as are assigned or delegated to the Employee by the CEO or President, and currently is serving as Vice President, Sales & Marketing for the Employer. The Employee will devote his full time, attention, skill and energy to the business of the Employer, will use his best efforts to promote the success of the Employer's business, and will cooperate fully with the CEO in the advancement of the best interest of the Employer. Employee agrees to abide by all bylaws, policies, practices, procedures or rules of Employer. Employee may be reassigned or transferred to another management position, as designated by the CEO and/or the President, which may or may not provide the same level of responsibility as the initial assignment, in accordance with the terms and conditions of this Agreement.

3. COMPENSATION

3.1 Basic Compensation

(a) Salary. The Employee will be paid pursuant to the compensation policies of Employer, which currently pays its employees over 26 payroll periods during the calendar year, in the gross amount per pay period of approximately \$8,269 (the "Salary"), which is the equivalent of \$215,000 per calendar year. Employee's Salary may be adjusted from time to time by the CEO and/or the President.

(b) Benefits. The Employee will, during his employment, be permitted to participate in such life insurance, hospitalization, major medical, short term disability, long term disability, 401K plan and other employee benefit plans of the Employer that may be in effect from time to time, to the extent the Employee is eligible under the terms of those plans (collectively, the "Benefits").

(c) The Employer may withhold from any salary or benefits payable to Employee all federal, state, local, and other taxes and other amounts as permitted or required pursuant to law, rules or regulations.

4. FACILITIES AND EXPENSES

4.1 General

The Employer will furnish the Employee office space, equipment, supplies, and such other facilities and personnel as the Employer deems necessary or appropriate for the performance of the Employee's duties under this Agreement. The Employer will pay the Employee's dues in such professional societies and organizations as the President deems appropriate, and will pay on behalf of the Employee (or reimburse the Employee for) reasonable expenses incurred by the Employee at the request of, or on behalf of, the Employer in the performance of the Employee's duties pursuant to this Agreement, and in accordance with the Employer's employment policies, including reasonable expenses incurred by the Employee in attending conventions, seminars, and other business meetings, in appropriate business entertainment activities, and for promotional expenses. The Employee must file expense reports with respect to such expenses in accordance with the Employer's policies.

5. VACATIONS AND HOLIDAYS

The Employee will be entitled initially to three (3) weeks paid vacation each year in accordance with the vacation policies of the Employer in effect from time to time. Vacation must be taken by the Employee at such time or times as approved by the President. The Employee will also be entitled to the paid holidays set forth in the Employer's policies. Under Employer's current policies, vacation days and holidays during any year that are not used by the Employee during such year may not be used in any subsequent year.

6. TERMINATION

6.1 Events of Termination

Either the Employee or Employer may terminate this Employment Agreement (with the exception of the provisions of Section 7 and 8 which shall survive termination of this Agreement) and Basic Compensation with or without cause or notice, at any time at either the Employee's or the Employer's option.

6.2 The employment of Employee shall terminate on the date of the Employee's death, in which event Employee's Basic Compensation, owing to Employee through the date of Employee's death shall be paid to his estate. Employee's estate will not be entitled to any other compensation under this Agreement.

6.3 The Employer shall be released from any and all further obligations under this Agreement, except the Employer shall be obligated to pay Employee his Basic Compensation owing to Employee through the day on which Employee's employment is terminated and as provided in Section 6.4, if applicable. Employee's obligation under Sections 7 and 8 shall continue pursuant to the terms and conditions of this Agreement.

6.4 As additional consideration for the covenants in Section 7 and Section 8, in the event of a Change of Control Termination, Employee shall receive the equivalent of his then current Salary payable at the payroll period as of the time of his termination of Employment for a period of one (1) year from the date of termination, payable in accordance with Employer's then current payroll policies and procedures, less deductions required by law.

7. NON-DISCLOSURE COVENANT; EMPLOYEE INVENTIONS

7.1 Acknowledgements by the Employee

The Employee acknowledges and agrees that (a) during the course of his employment and as a part of his employment, the Employee will be afforded access to Confidential Information and/or Proprietary Information; (b) public disclosure of such Confidential Information and/or Proprietary Information could have an adverse effect on the Employer and its business; (c) because the Employee possesses substantial technical expertise and skill with respect to the Employer's business, the Employer desires to obtain exclusive ownership of each Employee Invention, and the Employer will be at a substantial competitive disadvantage if it fails to acquire exclusive ownership of each Employee Invention; and (d) the provisions of this Section 7 are reasonable and necessary to prevent the improper use or disclosure of Confidential Information and/or Proprietary Information and to provide the Employer with exclusive ownership of all Employee Inventions.

7.2 Agreements of the Employee

In consideration of the compensation and benefits to be paid or provided to the Employee by the Employer under this Agreement and otherwise, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee covenants and agrees as follows:

(a) Confidentiality.

(i) That all of such Confidential Information and/or Proprietary Information is a unique asset of the business of Employer, the disclosure of which would be damaging to Employer.

(ii) That the Employee will not at any time, whether during or after termination or cessation of the Employee's employment, except as authorized by Employer and for its benefit, use, divulge or disclose (or enable anyone else to use, divulge or disclose) to any person, association or entity any Confidential Information and/or Proprietary Information which the Employee presently possesses or which the Employee may obtain during the course of the Employee's employment with respect to the business, finances, customers or affairs of Employer or trade secrets, developments, methods or other information and data pertaining to the Employer's business. The Employee shall keep strictly confidential all matters and information entrusted to the Employee and shall not use or attempt to use any such Confidential Information and/or Proprietary

Information in any manner which may injure or cause loss or may be calculated to injure or cause loss, whether directly or indirectly, to Employer.

(iii) That during the course of this Agreement or at any time after termination, Employee will keep in strictest confidence and will not disclose or make accessible to any other person without the prior written consent of Employer, the Confidential Information and/or Proprietary Information; Employee agrees: (a) not to use any such Confidential Information and/or Proprietary Information for himself or others; and (b) not to take any such material or reproductions thereof from the Employer's facilities at any time during his employment except, in each case, as required in connection with the Employee's duties to the Employer.

(iv) Employee agrees to hold in confidence, and not to distribute or disseminate to any person or entity for any reason, any Confidential Information and/or Proprietary Information of Employer under this Agreement, or information relating to experiments or results obtained based on the duties of Employee, except for information which: (a) is in or which becomes a part of the public domain not as a result of a breach of this Agreement, (b) information lawfully received from a third party who had the right to disclose such information or (c) is required by legal process before a court of proper jurisdiction (by oral questions, deposition, interrogatories, requests for information or documents, subpoena, civil investigative domain or other similar process) to disclose all or any part of any Confidential Information and/or Proprietary Information, provided that Employee will provide Employer with prompt notice of such request or requirement, as well as notice of the terms and circumstances surrounding such request or requirements, so that Employer may seek an appropriate protective order or waive compliance with the provisions of this Agreement. In such case, the parties will consult with each other on the advisability of pursuing any such order or other legal action or available step to resist or narrow such request or requirement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Employee is, in the opinion of counsel reasonably acceptable to Employer, legally compelled to disclose Confidential Information and/or Proprietary Information, Employee may disclose that portion of such information which counsel advises him to disclose to satisfy the legal process.

(v) Upon written notice by Employer, Employee shall promptly redeliver to Employer, or, if requested by Employer, promptly destroy all written Confidential Information and/or Proprietary Information and any other written material containing any information included in the Confidential Information and/or Proprietary Information (whether prepared by Employer, Employee, or a third party), and will not retain any copies, extracts or other reproductions in whole or in part of such written Confidential Information and/or Proprietary Information (and upon request certify such redelivery or destruction to Employer in a written instrument reasonably acceptable to Employer and its counsel).

(vi) This Agreement and the terms and conditions recited herein are confidential and non-public, except as may be expressly permitted by the Employer. The Employee agrees not to disclose the contents of this Agreement to any person or entity, including, but not limited to the press, other media, any public body, or any competitor of Employer, except to the Employee's legal counsel or as may be required by law.

(vii) Any trade secrets of the Employer will be entitled to all of the protections and benefits of State of Tennessee law and any other applicable law. If any information that the Employer deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, nevertheless, be considered Confidential Information and/or Proprietary Information for purposes of this Agreement. The Employee hereby waives any requirement that the Employer submits proof of the economic value of any trade secret or post a bond or other security.

(viii) None of the foregoing obligations and restrictions applies to any part of the Confidential Information and/or Proprietary Information that the Employee demonstrates was or became generally available to the public other than as a result of a disclosure by the Employee.

(ix) The Employee will not remove from the Employer's premises (except to the extent such removal is for purposes of the performance of the Employee's duties at home or while traveling, or except as otherwise specifically authorized by the Employer) any Proprietary Items. The Employee recognizes that, as between the Employer and the Employee, all of the Proprietary Items, whether or not developed by the Employee, are the exclusive property of the Employer. Upon termination of this Agreement by either party, or upon the request of the Employer during the employment of Employee, the Employee will return to the Employer all of the Proprietary Items in the Employee's possession or subject to the Employee's control, and the Employee shall not retain any copies, abstracts, sketches, or other physical or electronic embodiment of any of the Proprietary Items.

(b) Employee Inventions.

(i) Each Employee Invention will belong exclusively to the Employer. Employee agrees that Employer shall have sole and exclusive ownership rights in any conception, invention, trade secrets, information, ideas, improvement, substance, know-how, whether or not patentable, arising out of, resulting from, or derivative of: (1) the work or services of Employee, or (2) within the scope of the duties of Employee, or (3) using any materials, compounds, devices, or monies of Employer. Any resulting or derivative rights, including patent rights, shall become the exclusive property of Employer, and Employer shall be entitled to the entire right, title and interest with respect hereto. Employee agrees, without additional compensation, to convey, assign the entire right, title, and interest in and to any inventions for the United States and all foreign jurisdictions to

Employer arising out of, resulting from, or derivative of: (1) the work or services of Employee, or (2) within the scope of the duties of Employee, or (3) using any materials, compounds, devices, or monies.

(ii) Employer shall retain the entire right, title and interest in and to any and all Confidential Information and/or Proprietary Information provided by Employer to Employee and to any methods, compounds, improvements, substances, and compositions using or incorporating such Confidential Information and/or Proprietary Information.

(iii) Employee agrees that Confidential Information and/or Proprietary Information provided to the Employee by Employer shall be used for work purposes only and shall not be used for any other uses, studies, experiments or tests.

(iv) Employee agrees that he will promptly disclose to Employer, or any persons designated by Employer, all Employee Inventions, made or conceived or reduced to practice or learned by him, either alone or jointly with others, during the employment of the Employee. The Employee further agrees to assist Employer in every proper way (but at Employer's expense) to obtain and from time to time enforce patents, copyrights or other rights on Employee Inventions in any and all countries, and to that end Employee will execute all documents necessary: (a) to apply for, obtain and vest in the name of Employer alone (unless Employer otherwise directs) letters patent, copyrights or other analogues protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (b) to defend (including the giving of testimony and rendering any other assistance) any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection. Employee's obligation to assist Employer in obtaining and enforcing patents and copyrights for Employee Inventions in any and all countries shall continue beyond and after the termination of Employee.

(v) Any copyrightable work whether published or unpublished created by Employee in connection with or during the performance of services below shall be considered a work made for hire, to the fullest extent permitted by law and all right, title and interest therein, including the worldwide copyrights, shall be the property of Employer as the employer and party specially commissioning such work. In the event that any such copyrightable work or portion thereof shall not be legally qualified as a work made for hire, or shall subsequently be so held, Employee agrees to properly convey to Employer, without additional compensation, the entire right, title and interest in and to such work or portion thereof, including but not limited to the worldwide copyrights, extensions of such copyrights, and renewal copyrights therein, and further including all rights to reproduce the copyrighted work in copies or phonorecords, to prepare derivative works based on the copyrighted work, to distribute copies of the copyrighted work, to perform the copyrighted work publicly, to display the copyrighted work

publicly, and to register the claim of copyright therein and to execute any and all documents with respect hereto.

(vi) Employee may not publish or disclose any Confidential Information and/or Proprietary Information relating to, arising from, derivative of, or as a result of his employment pursuant to this Agreement including but not limited to: information, improvements, results, experiments, data, or methods, that makes reference to any of the Confidential Information and/or Proprietary Information. Any work performed under, or arising from, or a result of his employment with Employer shall not be published or disclosed in written, electronic, or oral form without the express written permission of Employer.

7.3 Disputes or Controversies

The Employee recognizes that should a dispute or controversy arising from or relating to this Agreement be submitted for adjudication to any court, arbitration panel, or other third party, the preservation of the secrecy of Confidential Information and/or Proprietary Information may be jeopardized. All pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by the Employer, the Employee, and their respective attorneys and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

8. NON-COMPETITION

8.1 Acknowledgments by the Employee

Except for circumstance involving a Change of Control as described in Section 8.4 below, Employee understands and recognizes that the Employee's services provided to Employer are special, unique, unusual, extraordinary and intellectual in character, and Employee agrees that, during the employment of Employee and for a period of two (2) years from the date of termination of the Employee's employment with Employer, he will not in any manner, directly or indirectly, on behalf of himself or any Person, firm, partnership, joint venture, corporation or other business entity, engage or invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend the Employee's name or similar name to, lend Employee's credit to or render services or advice to, enter into or engage in any Competing Business; provided, however, that Employee may purchase or otherwise acquire up to (but not more than) one percent of any class of securities of any enterprise (but without otherwise participating in the activities of such enterprise) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

8.2 Except for circumstances involving a Change of Control as described in Section 8.4 below, in consideration of the acknowledgements by the Employee, and in

consideration of the compensation and benefits to be paid or provided to the Employee by the Employer, the Employee covenants that he will not, directly or indirectly, whether for the Employee's own account or the account of any other person (i) at any time during the employment of Employee and for a period of two (2) years from the termination of the Employee's employment with Employer, solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was an employee of the Employer at any time during the Employee's employment with Employer or in any manner induce or attempt to induce any employee of the Employer to terminate his employment with the Employer; or (ii) at any time during the employment of Employee with Employer and for two (2) years from the termination of Employee's employment with Employer, interfere with the Employer's relationship with any person, including any person who at any time during the Employee's employment with Employer was an employee, contractor, supplier, or customer of the Employer.

8.3 In further consideration of these premises, Employee agrees that he will not at any time during or after Employee's employment with Employer, disparage the Employer or any of its shareholders, directors, officers, employees, or agents.

8.4 Change of Control. In the event of a Change of Control Termination, Employee's obligations under Sections 8.1 and 8.2 above shall expire one (1) year from the date of termination of his employment with Employer (or any entity acquiring Employer as a result of a Change of Control).

8.5 If any covenant in Section 8 is held to be unreasonable, arbitrary, or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the Employee.

The period of time applicable to any covenant in Section 8 will be extended by the duration of any violation by the Employee of such covenant.

The Employee will, while the covenants under Section 8 are in effect, give notice to the Employer, within ten days after accepting any other employment, of the identity of the Employee's employer. The Employer may notify such employer that the Employee is bound by this Agreement and, at the Employer's election, furnish such employer with a copy of this Agreement or relevant portions thereof.

9. GENERAL PROVISIONS

9.1 Injunctive Relief and Additional Remedy

The Employee acknowledges that the injury that would be suffered by the Employer as a result of a breach of the provisions of this Agreement (including any provision of Sections 7 and 8) would be irreparable and that an award of monetary damages to the Employer for such a breach would be an inadequate remedy. Consequently, the Employer will have the right, in addition to any other rights it may have, to obtain injunctive relief to restrain any breach or threatened breach or otherwise to specifically enforce any provision of this Agreement, and the Employer will not be obligated to post bond or other security in seeking such relief. Without

limiting the Employer's rights under this Section 9 or any other remedies of the Employer, if the Employee breaches any of the provisions of Section 7 or 8, the Employer will have the right to cease making any payments otherwise due to the Employee under this Agreement.

9.2 Covenants of Sections 7 and 8 are Essential and Independent Covenants

The covenants by the Employee in Sections 7 and 8 are essential elements of this Agreement, and without the Employee's agreement to comply with such covenants the Employer would not have entered into this Agreement or employed or continued the employment of the Employee. The Employer and the Employee have independently consulted their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants, with specific regard to the nature of the business conducted by the Employer.

The Employee's covenants in Sections 7 and 8 are independent covenants and the existence of any claim by the Employee against the Employer under this Agreement or otherwise will not excuse the Employee's breach of any covenant in Section 7 or 8.

If the Employee's employment hereunder is terminated by either party, this Agreement will continue in full force and effect as is necessary or appropriate to enforce the covenants and agreements of the Employee in Sections 7 and 8.

9.3 Representations and Warranties by the Employee

The Employee represents and warrants to the Employer that the execution and delivery by the Employee of this Agreement do not, and the performance by the Employee of the Employee's obligations hereunder will not, with or without the giving of notice or the passage of time, or both: (a) violate any judgment, writ, injunction, or order of any court, arbitrator, or governmental agency applicable to the Employee; or (b) conflict with, result in the breach of any provisions of or the termination of, or constitute a default under, any agreement to which the Employee is a party or by which the Employee is or may be bound.

9.4 Waiver

The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.5 Binding Effect; Delegation of Duties Prohibited

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs, and legal representatives, including any entity with which the Employer may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Employee under this Agreement, being personal, may not be delegated.

9.6 Notices

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

If to Employer: GTx, Inc
 3 N. Dunlap Ave, 3rd Floor
 Memphis, Tennessee 38163
 Attention: Vice President, General Counsel
 Facsimile No.: 901-844-8075

If to the Employee: Gregory A. Deener
 245 Brenrich Cove North
 Memphis, Tennessee 38017
 Facsimile No.: _____

Employee shall notify Employer in writing of any change of his address. Otherwise, Employer shall send all notices to Employee's address herein.

9.7 Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by the parties hereto.

9.8 Governing Law

This Agreement will be governed by the laws of the State of Tennessee without regard to conflicts of laws principles.

9.9 Jurisdiction

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against either of the parties in the courts of the State of Tennessee, County of Shelby, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Tennessee, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

9.10 Section Headings, Construction

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.11 Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.13 Waiver of Jury Trial

THE PARTIES HERETO HEREBY WAIVE A JURY TRIAL IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT, OR ARISING OUT OF OR CONCERNING EMPLOYEE'S EMPLOYMENT WITH EMPLOYER OR TERMINATION THEREOF.

9.14 Prior Employment and Confidentiality Agreements.

Employer and Employee acknowledge that Employee has previously executed a Confidentiality Agreement dated December 1, 2003 and an Agreement on Condition of Employment dated January 22, 2004 (the "Other Agreements"), copies of which are attached hereto as Schedule 1. The Employer and Employee agree that the provisions of this Agreement shall control to the extent there is a conflict between any terms hereof and provisions of the Other Agreements, but to the extent there is no such conflict, the provisions of the Other Agreements shall remain in effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

GREGORY A. DEENER

/s/ GREGORY A. DEENER

GTX, INC.

By: /s/ HENRY P. DOGGRELL

Name: HENRY P. DOGGRELL

Title: VP, GENERAL COUNSEL

SCHEDULE 1

See attached