

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 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): **January 5, 2017**

**Enzo Biochem, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**New York**

(State or Other Jurisdiction of Incorporation)

**001-09974**

(Commission File Number)

**13-2866202**

(IRS Employer Identification No.)

**527 Madison Avenue  
New York, New York**

(Address of Principal Executive Offices)

**10022**

(Zip Code)

**(212) 583-0100**

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

*Directors*

On January 5, 2017 Dr. Bruce A. Hanna, Ph.D. was elected to the Board of Directors of Enzo Biochem, Inc. (the "Company") as a Class II Director. Dr. Hanna replaces Dr. Bernard L. Kasten M.D. whose third and final term as Director expired on January 5, 2017.

Dr. Hanna is currently a Clinical Professor of Pathology and Clinical Professor of Microbiology at the New York University School of Medicine, and Adjunct Professor of Basic Science at New York University College of Dentistry, Adjunct Professor of Biology, Long Island University. From 2006 to 2015, he served on the ASM International Committee and WHO Global Committee, from 2000-2012 he served as an Editor of Clinical Microbiology Reviews, and 1982-2008 was Director of Clinical Microbiology, Immunology, and 2008-2010 was Interim Director of Pathology, Bellevue Hospital Center. Dr. Hanna, Ph.D. earned a Bachelor of Science in Biology from Saint Bonaventure University, a Masters in Science in Microbiology from Northeastern University, and a Ph.D. in Microbiology from Saint John's University. Dr. Hanna's post-doctorate work in Clinical Microbiology was at Mt. Sinai Hospital.

*Amendment to Employment Agreement*

On January 5, 2017 the Company entered into amendments to the Amended and Restated Employment Agreement dated December 4, 2008 between the Company and Elazar Rabbani and the Amended and Restated Employment Agreement dated December 4, 2008 between the Company and Barry Weiner to solely increase the amounts of the base salaries included therein.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

The Company held its Annual Meeting of Shareholders (the "Annual Meeting") on January 5, 2017. The following matters, all of which were set forth in the Proxy Statement, were voted on at the Annual Meeting. The final results of such voting are as indicated below.

1. Election of the nominees listed below to serve as Class II Directors on the Board of Directors of the Company, to hold office for a term of three (3) years or until their successors have been duly elected and qualified:

<b>Nominee</b>	<b>Votes For</b>	<b>Withhold</b>	<b>Abstentions</b>	<b>Broker Non-Vote</b>
Barry W. Weiner	27,637,683	3,186,774	N/A	9,721,607
Bruce A. Hanna, Ph.D.	30,027,469	796,988	N/A	9,721,607

2. Approve, in a nonbinding advisory vote, the compensation of the Company's named executive officers:

Votes for	20,311,859
Votes against	10,385,893
Abstentions	126,705
Broker Non-Votes	9,721,607

3. Ratification of the Company's appointment of EisnerAmper LLP as the Company's independent registered public accounting firm for the Company's fiscal year ending July 31, 2017:

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Votes for	39,999,847
Votes against	339,268
Abstentions	206,949

There were no broker non-votes for this item.

On the basis of the above votes, (i) the nominees listed above were elected to serve as Class II Directors on the Board of Directors of the Company, to hold office for a term of three (3) years or until their successors have been duly elected and qualified; (ii) the proposal to approve, in a nonbinding advisory vote, the compensation of the Company's named executive officers was approved; and (iii) the proposal to ratify the Company's appointment of EisnerAmper LLP to serve as the Company's independent registered public accounting firm for the Company's fiscal year ending July 31, 2017 was approved.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment 1 to the Amended and Restated Employment Agreement with Elazar Rabbani, dated January 5, 2017.
10.2	Amendment 1 to the Amended and Restated Employment Agreement with Barry Weiner, dated January 5, 2017.

**SIGNATURES**

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.

ENZO BIOCHEM, INC.

Date: January 10, 2017

By: /s/ Barry W. Weiner  
Barry W. Weiner  
President

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## ENZO BIOCHEM, INC.

AMENDMENT NO. 1  
TO  
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amendment No. 1 (the "**Amendment**") to the Amended and Restated Employment Agreement dated December 4, 2008 (the "**Agreement**") between Enzo Biochem, Inc., a New York corporation, with its principal office at 60 Executive Blvd, Farmingdale, NY 11735 (the "**Company**"), and Elazar Rabbani (the "**Executive**"), is made as of January 5, 2017.

## RECITALS:

**WHEREAS**, the Executive is currently employed by the Company pursuant to the Agreement;

**WHEREAS**, the Company recognizes that the Executive has made substantial contributions to the growth and success of the Company; and

**WHEREAS**, the Company desires to amend the Agreement to increase the Executive's Base Salary (as defined in the Agreement).

**NOW, THEREFORE**, it is hereby agreed as follows:

Amendment to the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety as follows:

"2.1 **Base Salary.** As compensation for the Executive's employment hereunder, the Executive shall be entitled to receive a base salary at a rate of \$611,000.00 per annum payable (and subject to withholding) in accordance with the Company's normal payroll practices from time to time at the discretion of the Board. (The base salary as increased from time to time being hereinafter referred to as the "**Base Salary.**")"

Date of Effectiveness; Limited Effect. This Amendment will become effective on the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties hereto. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of the parties hereto. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

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Miscellaneous.

- (a) This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to principles of conflicts of law (other than Sections 5-1401 and 5-1402 of the General Obligations Law).
- (b) This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and permitted assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- (d) This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) This Amendment constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

**ENZO BIOCHEM, INC.**

By: /s/ Barry Weiner

Name: Barry Weiner

Title: President

/s/ Elazar Rabbani

Name: Elazar Rabbani

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## RECITALS:

**WHEREAS**, the Executive is currently employed by the Company pursuant to the Agreement;

**WHEREAS**, the Company recognizes that the Executive has made substantial contributions to the growth and success of the Company; and

**WHEREAS**, the Company desires to amend the Agreement to increase the Executive's Base Salary (as defined in the Agreement).

**NOW, THEREFORE**, it is hereby agreed as follows:

Amendment to the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety as follows:

"2.1 **Base Salary**. As compensation for the Executive's employment hereunder, the Executive shall be entitled to receive a base salary at a rate of \$542,000.00 per annum payable (and subject to withholding) in accordance with the Company's normal payroll practices from time to time at the discretion of the Board. (The base salary as increased from time to time being hereinafter referred to as the "**Base Salary**.")"

Date of Effectiveness; Limited Effect. This Amendment will become effective on the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the parties hereto. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of the parties hereto. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

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Miscellaneous.

- (a) This Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to principles of conflicts of law (other than Sections 5-1401 and 5-1402 of the General Obligations Law).
- (b) This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and permitted assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- (d) This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- (e) This Amendment constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

*[Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

**ENZO BIOCHEM, INC.**

By: /s/ Elazar Rabbani  
Name: Elazar Rabbani  
Title: Chief Executive Officer

/s/ Barry Weiner  
Name: Barry Weiner

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