UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A-2

Mark one
|X| ANNUAL REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (FEE REQUIRED)

For the fiscal year ended July 31, 1996

or

|_| TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 (NO FEE REQUIRED)

For the transition period from _____ to _____

Commission File Number 1-9974

ENZO BIOCHEM, INC.
(Exact name of registrant as specified in its charter)

New York	13-2866202
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
60 Executive Boulevard, Farmingdale, New York	11735
(Address of principal executive offices)	(Zip Code)

(516) 755-5500
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Common Stock, $.01 par value	The American Stock Exchange
(Title of Class)	(Name of each Exchange on which registered)

Securities registered pursuant to Section 12(g) of the Act:

NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes |X| No |_|

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrants knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. |X|

As of October 21, 1996, the Registrant had 21,951,349 shares of Common Stock outstanding.

The aggregate market value of the Common Stock held by nonaffiliates as of October 21, 1996 was approximately $316,492,296.

PART I

Item 1. Business

Introduction

Enzo Biochem, Inc. (the "Company" or "Enzo") employing biotechnology, develops, manufactures and markets health care products, and also provides medical diagnostic services to the medical community. Each of the three business activities of the Company is performed by one of the Company's three wholly-owned subsidiaries--Enzo Diagnostics, Inc., Enzo Therapeutics, Inc., and Enzo Clinical Labs, Inc. ("Enzo Diagnostics", "Enzo Therapeutics" and "Enzo Clinical Labs", respectively). These activities are: (1) diagnostic and research product development, manufacture and marketing through Enzo Diagnostics, (2) therapeutic product research and development through Enzo Therapeutics, and (3) the operation of a clinical reference laboratory through Enzo Clinical Labs. For information relating to the Company's business segments, see Note 11 of the Notes to Consolidated Financial Statements.

For the fiscal year ended July 31, 1996 (fiscal 1996), approximately 38% of the Company's operating revenues was derived from product sales and approximately 62% was derived from clinical reference laboratory services. For the fiscal years ended July 31, 1995 and 1994 (fiscal 1995 and fiscal 1994, respectively), approximately 30% and 23%, respectively, of the Company's operating revenues were derived from product sales and approximately 70% and 77%, respectively, were derived from clinical reference laboratory services.

Product Development Activities

The Company's product development programs incorporate various scientific areas of expertise, including recombinant DNA, monoclonal antibody development, enzymology, microbiology, biochemistry, organic chemistry, and fermentation. The Company's activities in research and development are performed by the Company's professional and scientific staff. To a lesser extent, research and development is pursued in collaboration with outside consultants at research and academic institutions.

The primary focus of the Company's current research is the development of products based on gene labeling and gene regulation. The Company is funding its research programs through its operating cash flows and cash and cash equivalents, as well as seeking joint ventures and collaborative relationships.

Through Enzo Diagnostics, the Company has devoted a major portion of its research and development activities to develop simple and reliable test formats and protocols for the commercialization of nucleic acid-based diagnostics as well as other diagnostic products. A key system for Enzo is its non-radioactive BioProbe(R) nucleic acid probe system and the Company continued to introduce new products based on this technology into the research market during fiscal 1996.

The product development programs of the Company include developing BioProbe(R) nucleic acid probe products to detect sexually transmitted diseases, such as AIDS, herpes, chlamydia, gonorrhea, and other infectious diseases, such as tuberculosis, cytomegalovirus, hepatitis and Epstein-Barr virus (implicated in mononucleosis). The Company markets several product lines containing BioProbe(R) nucleic acid probe products.

The Company, through Enzo Therapeutics, is developing therapeutic applications of nucleic acids. In May 1987, the Company entered into an agreement with the Research Foundation of the State University of New York which grants the Company certain exclusive rights to a genetic engineering technology for generating antisense RNA repressors. As a result of the technology covered by such agreement, the Company has obtained three (3) patents. Although the Company has not derived revenues from any of the foregoing three antisense patents, the Company believes that this technology will be the basis for the Company to derive meaningful revenues in the future.

Whenever the Company complements its internal research and development activities with collaborative research arrangements with academic and private research institutions or consultants on specific projects, the Company typically supplies funds to cover salaries, materials, certain laboratory equipment and a portion of the overhead. In all such collaborative research arrangements, the Company reserves the commercial rights to any product or process developed, subject to a royalty payment to the institution or consultant involved over a period of years. The location of the Company in the greater New York area affords the Company access to and interaction with a large number of research institutions and qualified scientists.

In the fiscal years ended July 31, 1996, 1995 and 1994, the Company incurred costs of approximately $3,083,000, $2,366,000 and $1,764,000, respectively, for research and development activities.

Clinical Reference Laboratory

The Company, through Enzo Clinical Labs, operates a clinical reference laboratory which offers full diagnostic services to the greater New York medical community. The services Enzo Clinical Labs provides include chemistry, blood tests, cytology studies, tissue pathology, hormone studies, and diagnostic procedures which seek to detect precancerous conditions, cancers in cervical specimens and sexually transmitted diseases. Enzo Clinical Labs provides these services primarily to physicians as well as to clinics, nursing homes and other clinical laboratories. Enzo Clinical Labs operates a regional clinical reference laboratory on Long Island and also operates twelve satellite patient service centers in the greater New York area, including a stat laboratory in Manhattan. The patient service center collects the specimens as requested by the physician. The specimens are sent through the Company's in-house courier system to the Company's laboratory for testing. A "STAT lab" is a laboratory that has the ability to perform certain routine tests quickly and report results to the physician immediately.

Patient specimens are delivered to the Company accompanied by a test request form. These forms, which are completed by the client, indicate the tests to be performed and provide the necessary billing information. Once this information is entered into the computer system, the tests are performed and the results are entered primarily through computer interface or

manually. Most routine testing is completed by early the next morning, and test results are printed and prepared for distribution. Some clients have local printer capability and have reports printed out directly in their offices. Clients who request that they be called with a result are so notified in the morning.

The Company currently offers over 2,000 different clinical laboratory tests or procedures. Several hundred of these are frequently used in general patient care by physicians to establish or support a diagnosis, to monitor treatment or medication or to search for an otherwise undiagnosed condition. These routine procedures are most often used by practicing physicians in their outpatient office practices.

Approximately 86% and 85% at July 31, 1996 and 1995, respectively, of the Company's net accounts receivable relate to its clinical reference laboratory business which operates in the New York Metropolitan area. The Company believes that the concentration of credit risk with respect to accounts receivable are limited due to the diversity of the Company's client base. However, the Company provides services to certain patients covered by various third-party payors, including the Federal Medicare program. Revenue, net of contractual allowances, from direct billings under the Federal Medicare program during each of the fiscal years ended July 31, 1996, 1995 and 1994 approximated 14%, 12% and 17%, respectively of the Company's total revenue. The Company recorded an additional provision for uncollectible accounts receivable of $3,500,000 based on trends that became evident in the fourth quarter of fiscal 1996 that additional reserves were needed primarily to cover lower collection rates under the Federal Medicare program and other third-party payors. For the year ended July 31, 1996, 1995 and 1994 no other payor accounted for more than 10% of the Company's revenues.

In addition, the Company utilizes its clinical reference laboratory to evaluate and demonstrate the benefits of the Company's diagnostic products (see Note 11 of the Notes to Consolidated Financial Statements for segment information and operating revenues and profits).

Business Objectives

The current business objectives of the Company are (1) to develop, manufacture and market on a worldwide basis diagnostic and therapeutic products based on the Company's research activities in biotechnology and molecular biology, and (2) to perform diagnostic tests for the U.S. health care community. The Company's research and development efforts are directed to both short and long-term projects. Diagnostic products require less time to commercialize than therapeutic products because the procedures required for attaining government clearance are less time consuming. Therapeutic products, once developed, require extensive clinical testing and compliance. This process can range from three to five years and, in some instances, longer.

At such time as the Company's initial self-funded research demonstrates technical feasibility and potential commercial importance, the Company will have the option to pursue the opportunity on its own or to associate with another entity for development and ultimate marketing of the product. Unless there is a business reason to license products or processes developed by the Company, the Company intends to retain ownership with respect to development and marketing of a product or process.

Marketing Strategy

Product Development Activities

Enzo's initial commercialization program for the BioProbe(R) nucleic acid probe systems included filing major U.S. and foreign patent applications, clinical evaluation, and Food and Drug Administration (FDA) submissions. The Company has obtained clearance for a number of FDA approved diagnostics for sale to clinical reference laboratories and researchers through Enzo Diagnostics. BioProbe(R) nucleic acid probe products are also sold to the research market, where FDA clearance is not required. The Company has been successful in obtaining FDA clearance for four totally Enzo-developed DNA probe products. The Company believes that significant delays will not be encountered with any future probe product submissions to the FDA since products based on the BioProbe(R) nucleic acid probe system have been FDA cleared. However, there can be no assurance that delays will not be incurred.

Through Enzo Diagnostics, the Company manufactures and markets its BioProbe(R) nucleic acid probe products for research applications. These BioProbe(R) research products include products which allow researchers to make their own non-radioactive DNA probes as well as complete DNA probe kits which contain all reagents necessary for detecting various disease pathogens in clinical samples.

Enzo Diagnostics markets a variety of in situ hybridization kits. PathoGene(R) DNA probe kits detect specific pathogens including human papillomavirus (HPV), herpes simplex virus, cytomegalovirus, Epstein-Barr virus, adenovirus, hepatitis B virus and Chlamydia trachomatis. Its BioPap(R) DNA probe kits detect certain types of HPV in Pap smear samples. An enhanced detection procedure that will enable the pathologist to identify the presence of fewer virus particles by increasing the sensitivity of the assay was developed by the Company. These products compete directly with products labeled with various radioactive isotopes. In addition to the in situ hybridization kits, Enzo Diagnostics also markets kits based on its proprietary microplate hybridization format. Microplate Hybridization Assays have been developed for the detection of the AIDS-causing virus (HIV-1). Kits are also available to detect HIV-2, another strain of the AIDS virus, hepatitis virus, the bacteria causing tuberculosis (TB) and members of the Mycobaterium tuberculosis (MTB) complex.

Enzo's HIV test was one of the first commercial DNA probe tests for this pathogen in this format. Unlike most AIDS tests which detect antibodies for HIV, Enzo's HIV Microplate Hybridization Assay detects DNA unique to HIV. Since individuals can carry the HIV infection for up to 12 months before developing antibodies to it, a test directed at the virus can provide earlier detection. Because this product also can measure virus concentrations, it is easier for researchers to determine HIV levels in patients and look for relationships between these levels and other disease indicators such as antibody production or appearance of symptoms. This product is currently marketed to the research community. An enhanced version of the Microplate Hybridization Assay, has been developed to detect the hepatitis virus directly in serum and is aimed at the blood bank market.

In early stages of infection, the pathogen may be present in very small amounts and may be difficult to detect. Samples, however, can be treated in a way that produces copies of targeted DNA, if it is present. This amplification process is one possible approach to detect very low levels of infection. All of Enzo's Microplate Assays can be used to detect these pathogens in amplified as well as unamplified samples. In order to fully integrate its technology, Enzo has developed a new simplified amplification process for multicopy production of nucleic acid. A patent application was filed in January 1994 and this proprietary amplification process was incorporated into the microplate assay format, thus providing a totally integrated assay system. This approach is being developed for use with the hepatitis assay system and will form the basis for all Enzo's microplate assays.

In addition to nucleic acid-based products, the Company also produces and sells other types of research products, such as monoclonal antibodies. The products are marketed through direct sales, an extensive product catalog, advertising in scientific and trade journals and U.S. and foreign distributors. In fiscal 1993, Enzo Diagnostics began to expand its non-exclusive distribution arrangements for its proprietary products in both the U.S. and foreign markets with various companies having worldwide distribution and with companies having local foreign distribution. In fiscal 1994, the Company continued to expand these distribution arrangements and began a policy of using joint labels on all products marketed by its distributors. In April 1994, the Company signed a multi-year non-exclusive worldwide distribution and supply agreement with Boehringer Mannheim Biochemicals. Under the terms of this agreement, Boehringer Mannheim distributes to the global medical research market, a broad range of biochemical products and reagents manufactured and supplied by Enzo. The agreement includes products based on nonradioactive DNA probe technology and includes products that were developed and marketed by Boehringer Mannheim prior to the agreement, as well as products developed by the Company, all of which are covered by Enzo patents. The agreement took effect in April 1994 and extends for the life of the last patent to expire for products involved. In February 1995, a multi-year non-exclusive distribution agreement was signed with Amersham International which provides for Amersham to market a broad group of products

developed and marketed by Amersham, as well as products developed by Enzo Diagnostics. All products are based on nonradioactive DNA labeling technologies covered by Enzo patents. See Note 1 of Notes to Consolidated Financial Statements. A multi-year non-exclusive distribution agreement, also covering the Company's line of proprietary DNA labeling products and reagents was concluded in May 1995 with Dako A/S, a privately-held international company with headquarters in Copenhagen, Denmark and subsidiaries worldwide, including the Dako Corporation based in Carpinteria, California. In September 1995 a similar multi-year non-exclusive distribution agreement was concluded with VWR Scientific Products, a leader in the medical research market that was formerly an operating unit of Baxter Health Care. The Company continues to have discussions with other potential distributors.

At July 31, 1996 and 1995, 12% and 13% of the Company's net accounts receivable relate to amounts due from Boehringer Mannheim and Amersham, collectively. Operating revenues from Boehringer Mannheim represented approximately 25% and 22% of consolidated operating revenues in fiscal 1996 and 1995, respectively.

The Company had previously entered into distribution agreements with certain Johnson & Johnson, Inc. (J&J) subsidiaries in Europe, one of which continues to be in effect. Ortho

Diagnostics continues to be the Company's distributor for marketing, distribution and sale in Italy for the Company's BioProbe(R) and other products.

The Company, because of its various proprietary diagnostic technologies, may enter into joint ventures with other biotechnology companies or other health care companies with marketing resources and/or complementary technology or products to more fully take advantage of market opportunities.

Clinical Reference Laboratory

Enzo Clinical Labs is a major regional clinical reference laboratory offering full service diagnostic testing in the greater New York marketplace. Its services are marketed by a professional sales force who serve client physicians, clinics, nursing homes and other clinical laboratories in the area. A key marketing strategy has been the strategic placement of a network of patient service centers, where patients can go to have samples taken upon the request of their physicians. The Company operates a stat laboratory at its Manhattan patient service center, affording its client physicians rapid test turnaround. The diagnostic service business provides Enzo Diagnostics with a practical application of its products, making it possible to more appropriately tailor diagnostic products to the end-user. The Company's BioProbe(R) nucleic acid probe products offer Enzo Clinical Labs a marketing tool by establishing it among the first to offer nucleic acid based tests.

The Company offers its services through direct sales representatives. Sales representatives market the laboratory services primarily to physicians, clinics, hospitals and other laboratories. The Company's sales representatives are compensated through a combination of salaries, commissions and bonuses, at levels commensurate with each individual's qualifications and responsibilities. Commissions are primarily based upon the individual's productivity in generating new business for the Company.

The Company also employs customer service representatives ("CSR's") to interact with clients on an ongoing basis. CSR's monitor the status of the services being provided to clients, act as problem solvers, provide information on new testing developments and serve as the client's regular point of contact with the Company. CSR's are compensated with a salary commensurate with each individual's qualifications and responsibilities.

Health care reform, the shift to managed care and increased competition by hospitals all had an impact on the clinical laboratory testing industry. The Company expects these trends to continue and plans to respond by shifting additional sales staff to support the managed care market segment.

Technology and Product Development

The major focus of the Company's product development program has been toward the commercialization of nucleic acid probe-based in vitro diagnostics for specific pathogens. Initially, nucleic acid probes were radioactive and required complex protocols to perform. To develop them into useful commercial products required making such products easy-to-use, easy

to interpret, readily automatable and sensitive enough to detect the presence of low levels of pathogen. As a result of this product development effort, the Company has developed a broad technology base for the labeling, detection, sensitivity enhancement, signal amplification and testing formats of nucleic acid probe products. Patent protection has been aggressively pursued for this technology base. At the end of fiscal 1996 some 173 patents issued worldwide had been granted to or licensed by the Company in this area of technology. In fiscal

1995 and continuing during fiscal 1996, the Company began to receive significant revenues from the distribution agreements related to these patents and believes that the patents have positioned the Company to derive considerably more revenues in the future as the markets for these products continue to develop. These patents cover a variety of BioProbe(R) nucleic acid probe products, chelation technology for easy radioactive labeling, signal amplification methods, sensitivity enhancements, and automatable formats.

BioProbe(R) Nucleic Acid Probe Labeling and Signal Generating Systems

Nucleic acid probes used traditionally in biomedical research and recombinant DNA technology have been radioactively labeled with isotopes of hydrogen, phosphorous, carbon or iodine. Radioactive materials have historically provided researchers with the most sensitive and, in many cases, the only means to perform many important experimental or analytical tests. However, limitations and drawbacks are associated with the use of radioactive compounds. For example, radioactive materials are often very unstable and have a limited shelf-life. Because of the potentially hazardous nature of radioactive materials, their use must be licensed and elaborate safety precautions must be maintained during the preparation, utilization and disposal of radioisotopes. In addition, radioactive nucleotides are extremely expensive and their instability increases usage cost.

To overcome the limitations of radioactively labeled probes, the Company, starting with basic technology licensed from Yale University ("Yale"), has developed a proprietary technology which allows DNA probes to be used effectively without the use of radioactivity. This development permits the application of genetic analysis in a clinical setting without the shelf-life, licensing and disposal problems associated with radioactively labeled probes.

In December 1987, a primary patent for the technology that is essential to the development of nonradioactive DNA probe diagnostics was issued to Yale. In July 1994 and in September 1995 additional patents, broadening the coverage of the primary patent were also issued to Yale. The Company has an exclusive license for both patents from Yale for the life of the patents. Pursuant to such license agreement, the Company is obligated to pay Yale royalties equal to a percentage of sales. The Company is obligated to pay Yale an annual minimum royalty fee of $200,000 which shall continue through the end of the term of the exclusive license.

The near term application of the BioProbe(R) nucleic acid probe system in the human health care area is in bacterial and viral diagnostics. Nucleic acid probe diagnostics can be developed for any organism. Advantages of the nucleic acid probes for the direct detection of pathogens in human diagnostics are speed (less than an hour for test results as compared to days), greater specificity, and the capability of diagnosing a disease in an early or latent stage of development.

Radioactive Labeling Systems

The Company has developed a new method for labeling molecules with radioisotopes that is safer, faster, simpler and more cost effective than traditional methods of radiolabeling. This method is to be used in those applications requiring more sensitivity than non-radioactive materials permit. This method permits radiolabeling of a wide range of molecules for use in a variety of applications, including in vivo imaging, therapeutics, and clinical assays.

With this technology stable products are radiolabeled just prior to use, thereby overcoming inherent limitations of classical radiolabeling technologies. The Company's method for radiolabeling maximizes the sensitivity while minimizing radiation exposure and radioactive waste.

In November 1987, the Company received two U.S. patents protecting aspects of its versatile technology for linking radioactive ions or biotin to various biologically active molecules for diagnostic and therapeutic uses. Since that time additional patents covering aspects of this technology have been issued to the Company.

Automatable Test Formats

In February 1991, the Company was granted a U.S. patent for its nucleic acid probe testing technology that generates a signal in solution. This technology allows the development of nucleic acid probe-based tests that can be readily automated and measured or identified instrumentally. Using this technology, probes can be detected with either chemiluminescent, fluorescent or colorimetric methods. The Company is developing test kits employing this technology and launched two of them to the research market during fiscal 1992. These included a test for the HIV virus which causes AIDS, and a test for the bacteria causing tuberculosis. In fiscal 1993 tests for other viruses, including HIV-2, and hepatitis, were introduced to researchers. In fiscal 1994 a more sensitive assay that can detect hepatitis B virus directly in serum and geared

to the blood banking market was developed and in fiscal 1995 the Company's amplification technology was integrated with the enhanced hepatitis assay. The Company is developing an instrument-based automatable system employing this and other proprietary Enzo technologies.

Rapid, On-Site Diagnostics

The Company also has developed a diagnostic test technology which makes possible accurate, rapid and one-step tests. The ease of performing and interpreting tests using this proprietary gel technology suits them well for at-home and doctor office use. Using the gel technology, the Company has developed a fecal occult blood test used to screen for colorectal cancer. The Company has received FDA clearance to market this occult blood test to physician offices and plans to develop other tests utilizing the gel technology for aiding consumer health maintenance.

Monoclonal Antibodies

The Company markets a panel of monoclonal antibodies that are being used in pathology laboratories to help identify the original source of a metastatic cancer and the type of cancer in undifferentiated cancer cells. The ability to identify the origin and type of cancer aids in the diagnosis of cancer and assists physicians in prescribing therapy. In order to offer a full line of state-of-the-art research products, the Company is actively engaged in expanding its line of monoclonal antibodies.

Therapeutic Technology and Product Development

Through Enzo Therapeutics, the Company is applying its technological capabilities for manipulating genetic material towards the development of therapeutic treatments for a variety of cancers and infections. Enzo is exploring applications of antisense nucleic acids employing various proprietary technologies. During fiscal 1996, the Company developed a new gene delivery system that is designed to provide universal and efficient delivery of any gene to any cell. The GenSert(TM) Universal Delivery System is being combined with Enzo's antisense technology in its therapeutic development program. Also, the Company has developed techniques for stably attaching drugs and radioisotopes to proteins and DNA. The Company is working towards, inter alia, the development of products relating to HIV, certain cancers and hepatitis, however, no products have been finalized.

In May 1987, Enzo entered into an agreement with The Research Foundation of the State of New York (SUNY) granting the Company certain exclusive rights to a genetic antisense technology. Because this antisense technology offers a way to control the expression of any gene in any organism, the Company believes it has broad therapeutic and agricultural applications. For example, this technology should make possible a new approach to controlling viral diseases and cancers in humans. It may also be used to control viral diseases in animals and agriculturally important plants and may lead to a variety of other desirable traits in agricultural crops and animals. This technology has been proven to be effective in a variety of organisms, including plants, animals and bacteria. For example, researchers have developed transgenic mice that are resistant to murine leukemia virus and tomato plants which produce tomatoes that do not spoil upon ripening. However, to date the Company has not developed any commercial products utilizing this technology. Because this technology has such broad application, the Company is exploring collaborative business relationships of various types with other companies to develop the applications which Enzo is not interested in retaining for its own activities. Three U.S. patent applications were subsequently issued as patents by the U.S. Patent and Trademark Office. The first patent issued in March 1993; a second patent issued in May 1993; the third patent issued in December 1993.

In January 1995, the Company signed a collaborative research agreement with Cornell University on behalf of its Medical College, aimed at evaluating the Company's genetic antisense technology for use in managing the treatment of HIV, the AIDS-causing virus. Early research results indicated, that this technology could be applied to inhibiting the function of genes necessary for the HIV virus to grow within the cell. In preclinical studies currently underway, Enzo scientists and collaborators were able to demonstrate stable resistance to HIV in human immune cells in culture that were treated with the Company's HIV product. In May 1996, the Company expanded the HIV development program and signed a second research agreement with

St. Luke's-Roosevelt Hospital Center, aimed towards the development of protocols for its next phase of human clinical studies.

In February 1996, the Company initiated a joint research program with

scientists at the Albert Einstein College of Medicine in New York City, geared towards the development of a specific therapeutic product for the treatment of hepatitis B based on the Company's novel gene regulation and delivery technologies.

Manufacturing

The Company's BioProbe(R) nucleic acid probe products contained in its PathoGene(R) and BioPap(TM) product lines are manufactured by using recombinant DNA techniques and traditional chemical synthesis methods. The DNA sequence which codes for a specific infectious agent or particular trait is isolated by cloning. The sequence is then introduced into a plasmid, commonly one that grows in E.coli bacteria, and the bacteria serves as a reproduction vehicle with the application of standard fermentation procedures. The reproduced quantities of the specific DNA sequences are purified from the bacteria and then labeled so they can be detected. The detection system usually employs a non-radioactive visualization molecule, such as a color-changing enzyme-substrate or a fluorescent substance. The production of DNA probes does not require large manufacturing facilities because the yields from the bacteria are high and only small quantities of nucleic acids are required.

Monoclonal antibodies specific to certain substances are produced by fusing a type of mouse cancer cell with certain antibody-producing white blood cells from the spleens of mice that had been immunized with the targeted substance. The hybrid cells which make antibodies with the desired characteristics are then cultured to produce large quantities of that one discrete type of antibody. Monoclonal antibody production does not require extensive facilities.

The Company's manufacturing operation uses exempt quantities of tritium (3H) in its research and development activities and manufacturing operations. For the fiscal year ended July 31, 1996 the Company has not had an accumulation of tritium to be disposed.

Information Systems

The Company believes that with respect to its clinical reference laboratory business the health care provider's need for data will continue to place high demands on its information systems staff. The Company believes that the efficient handling of information involving clients, patients, payors and other parties will be a critical factor in the Company's future success.

Quality Assurance

The Company considers the quality of its clinical reference laboratory tests to be of critical importance, and it has established a comprehensive quality assurance program designed to help assure accurate and timely test results. In addition to the compulsory external inspections and proficiency programs demanded by HCFA and other regulatory agencies, Enzo Clinical Labs has in place systems to emphasize and monitor quality assurance. The Company's laboratory is subject to on-site evaluation, the College of American Pathologies ("CAP")

proficiency testing program, New York State survey and the Company's own internal quality control programs.

External Proficiency/Accreditations

Enzo Clinical Labs participates in numerous externally-administered, blind quality surveillance programs, including the CAP program. The blind programs supplement all other quality assurance procedures and give Enzo Clinical Labs' management the opportunity to review its technical and service performance from the client's perspective.

The CAP accreditation program involves both on-site inspections of the laboratory and participation in the CAP's proficiency testing program for all categories in which the laboratory is accredited by the CAP. The CAP is an independent non-governmental organization of board certified pathologists which offers an accreditation program to which laboratories can voluntarily subscribe. A laboratory's receipt of accreditation by the CAP satisfies the Medicare requirement for participation in proficiency testing programs administered by an external source. The Company's laboratory is accredited by the CAP.

Regulation and Reimbursement

Product Development Activities

The Company's present and proposed activities are regulated by the federal government to a significant extent. This regulation applies not only to research and development and manufacturing, but also to the marketing of products, particularly those involving diagnostic or therapeutic applications.

Regulation of Pharmaceutical Products

New drugs are subject to regulation under the Federal Food, Drug, and Cosmetic Act, and biological products, in addition to being subject to certain provisions of that Act, are regulated under the Public Health Service Act. The Company believes that products developed by it or its collaborators will be regulated either as biological products or as new drugs. Both statutes and the regulations promulgated thereunder govern, among other things, the testing, manufacturing, safety, efficacy, labeling, storage, record keeping, advertising and other promotional practices involving biologics or new drugs, as the case may be. FDA approval or other clearances must be obtained before clinical testing, and before manufacturing and marketing, of biologics and drugs. At the FDA, the Center for Biological Evaluation and Research ("CBER") is responsible for the regulation of new biologics and the Center for Drug Evaluation and Research ("CDER") is responsible for the regulation of new drugs.

In addition, any gene therapy products (which is one of the areas in which the Company may develop products) developed by the Company will require regulatory clearances prior to clinical trials and additional regulatory clearances prior to commercialization. New human gene therapy products are expected to be subject to extensive regulation by the FDA and comparable agencies in other countries. The precise regulatory requirements with which the Company will have to comply are uncertain at this time due to the novelty of the human gene therapies

currently under development. Currently, each protocol is reviewed by the FDA on a case-by-case basis. The FDA has published a "Points to Consider" guidance document with respect to the development of gene therapy protocols.

Obtaining FDA approval has historically been a costly and time consuming process. Generally, in order to gain FDA pre-market approval, a developer first must conduct pre-clinical studies in the laboratory and in animal model systems to gain preliminary information on an agent's efficacy and to identify any safety problems. The results of these studies are submitted as a part of an investigational new drug ("IND") application, which the FDA must review before human clinical trials of an investigational drug can start. The IND application includes a detailed description of the clinical investigations to be undertaken.

In order to commercialize any products, the Company or its collaborator must sponsor and file an IND and will be responsible for initiating and overseeing the clinical studies to demonstrate the safety, efficacy and potency that are necessary to obtain FDA approval of any such products. For Company or collaboratory-sponsored INDs, the Company or its collaboratory will be required to select qualified investigators (usually physicians within medical institutions) to supervise the administration of the products, and ensure that the investigations are conducted and monitored in accordance with FDA regulations and the general investigational plan and protocols contained in the IND. Clinical trials are normally done in three phases, although the phases may overlap. Phase I trials are concerned primarily with the safety and preliminary effectiveness of the drug, involve fewer than 100 subjects. Phase II trials normally involve a few hundred patients and are designed primarily to demonstrate effectiveness in treating or diagnosing the disease or condition for which the drug is intended, although short-term side effects and risks in people whose health is impaired may also be examined. Phase III trials are expanded clinical trials with larger numbers of patients which are intended to gather the additional information for proper dosage and labeling of the drug. Clinical trials generally take two to five years, but the period may vary. Recent regulations promulgated by the FDA may shorten the time periods and reduce the number of patients required to be tested in the case of certain life-threatening diseases which lack available alternative treatments.

The FDA receives reports on the progress of each phase of clinical testing, and it may require the modification, suspension, or termination of clinical trials if an unwarranted risk is presented to patients. Human gene therapy products (which is one of the areas in which the Company may develop products) are a new category of therapeutics, and there can be no assurance as to the length of the clinical trial period, the number of patients the FDA will require to be enrolled in the clinical trials in order to establish the safety, efficacy and potency of human gene therapy products, or that the clinical data generated in these studies will be acceptable to the FDA to support marketing approval.

After completion of clinical trials of a new product, FDA marketing approval must be obtained. If the product is regulated as a new biologic, CBER will require the submission and approval of both a Product License Application ("PLA") and an Establishment License Application before commercial marketing of the biologic. If the product is classified as a new drug, the Company must file a New Drug Application ("NDA") with CDER and receive approval before commercial marketing of the drug. The NDA or PLA must include results of product development, pre-clinical studies and clinical trials. The testing and approval processes

require substantial time and effort and there can be no assurance that any approval will be granted on a timely basis, if at all. NDAs and PLAs submitted to the FDA can take, on average, two to five years to receive approval. If questions arise during the FDA review process, approval can take more than five years. Notwithstanding the submission of relevant data, the FDA may ultimately decide that the NDA or PLA does not satisfy its regulatory criteria for approval and require additional clinical studies. Even if FDA regulatory clearances are obtained, a marketed product is subject to continual review, and later discovery of previously unknown problems or failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. In addition, the FDA may condition marketing approval on the conduct of specific post-marketing studies to further evaluate safety and effectiveness.

If a developer obtains designations by the FDA of a biologic or drug as an "orphan" drug for a particular use, the developer may request grants from the federal government to defray the costs of qualified testing expenses in connection with the development of such drug. Orphan drug designation is given to drugs for rare diseases, including many genetic diseases. The first applicant who has obtained designation of a drug as an orphan drug and who obtains approval of a marketing application for such drug is entitled to marketing exclusivity for a period of seven years. This means that no other company can market a molecularly identical orphan drug for the use approved by the FDA for seven years after the approval.

Regulation of Diagnostics

Some of the diagnostic products developed by the Company or its collaborators are likely to be regulated by the FDA as devices rather than drugs. The nature of the FDA requirements applicable to such diagnostic devices depends on their classification by the FDA. A diagnostic device developed by the Company or its collaborators would be automatically classified as a Class III device, requiring pre-market approval, unless the sponsor could demonstrate to the FDA, in the required pre-market notification procedure, that the device was substantially equivalent to an existing device that has been classified in Class I or Class II or to a pre-1976 device that has not yet been classified. If the Company or its collaborators were unable to demonstrate such substantial equivalence, it would be required to undertake the closely and time consuming process, comparable to that for new drugs, of conducting pre-clinical studies, obtaining an investigational device exemption to conduct clinical tests, filing a pre-market approval application, and obtaining FDA approval.

If the Company or its collaborators can demonstrate substantial equivalence to a Class I product, the "general controls" of the Food, Drug, and Cosmetic Act - - chiefly adulteration, misbranding, and good manufacturing practice requirements - will apply. If substantial equivalence to a Class II device can be shown, the general controls plus "special controls" - such as performance standards, guidelines for safety and effectiveness, and postmarket surveillance - - will apply. While demonstrating substantial equivalence to a Class I or Class II product is not as costly or time-consuming as the pre-market approval process for Class III devices, it can in some cases also involve conducting clinical tests to demonstrate that any differences between the new device and devices already on the market do not affect safety or effectiveness.

Other

In addition to the foregoing, the Company's business is and will be subject to regulation under various state and federal environmental laws, including the Occupational Safety and Health Act, the Recourse Conservation and Recovery Act and the Toxic Substances Control Act. These and other laws govern the Company's use, handling and disposal of various biological, chemical and radioactive substances used in and wastes generated by its operations. The Company believes that it is in material compliance with applicable environmental laws and that its continual compliance therewith will not have a material adverse effect on its business. The Company cannot predict, however, whether new regulatory restrictions on the production, handling and marketing of biotechnology products will be imposed by state or federal regulators and agencies.

The Company has in-house personnel to expedite the preparation and filing of documentation necessary for FDA clearances and approvals, patent issuances and licensing agreements. The Company has received clearance from the FDA to market five of its diagnostic products. The Company also has several products in various stages of clinical trial evaluation which, if successful, are expected to be submitted to the FDA for clearance.

Clinical Laboratory Activities

The clinical laboratory industry is also subject to significant governmental regulation at the Federal, state and local levels. Under the

Clinical Laboratory Improvement Act of 1967 and the Clinical Laboratory Improvement Amendments to 1988 (collectively, as amended, "CLIA"), virtually all clinical laboratories, including the Company's, must be certified by the Federal government. Many clinical laboratories also must meet governmental standards, undergo proficiency testing and are subject to inspection. Certificates or licenses are also required by various state and local laws.

The health care industry is undergoing significant change as third-party payors, such as Medicare (which principally serves patients 65 and older) and Medicaid (which principally serves indigent patients) and insurers, increase their efforts to control the cost, utilization and delivery of health care services. In an effort to address the problem of increasing health care costs, legislation has been proposed or enacted at both the Federal and state levels to regulate health care delivery in general and clinical laboratories in particular. Some of the proposals include managed competition, global budgeting and price controls. Although the Clinton Administration's health care reform proposal, initially advanced in 1994, was not enacted, such proposal or other proposals may be considered in the future. In particular, the Company believes that reductions in reimbursement for Medicare services will continue to be implemented from time to time. Reductions in the reimbursement rates of other third-party payors are likely to occur as well. The Company cannot predict the effect health care reform, if enacted, would have on its business, and there can be no assurance that such reforms, if enacted, would not have a material adverse effect on the company's business and operations.

In 1992, the U.S. Department of Health and Human Services ("HHS") published regulations implementing CLIA. The quality standards and enforcement procedure regulations became effective in 1992, although certain personnel, quality control and proficiency testing

requirements are currently being phased in by HHS. The quality standards regulations divide all tests into three categories (waivered, moderate complexity and high complexity) and establish varying requirements depending upon the complexity of the test performed. A laboratory that performs high complexity tests must meet more stringent requirements than a laboratory that performs only moderate complexity tests, while those that perform only one or more of either routine "waivered" tests may apply for a waiver from most requirements of CLIA. The Company's facility is certified by CLIA to perform high complexity testing. Generally, the HHS regulations require, for laboratories that perform high complexity or moderate complexity tests, the implementation of systems that ensure the accurate performance and reporting of test results, establishment of quality control systems, proficiency testing by approved agencies and biennial inspections.

The sanction for failure to comply with these regulations may be suspension, revocation or limitation of a laboratory's CLIA certificate necessary to conduct business, significant fines and criminal penalties. The loss of a license, imposition of a fine or future changes in such Federal, state and local laws and regulations (or in the interpretation of current laws and regulations) could have a material adverse effect on the Company.

The Company is also subject to state regulation. CLIA provides that a state may adopt more stringent regulations than Federal law. The State of New York's clinical laboratory regulations contain provisions that are more stringent than Federal law.

The Company's laboratory has continuing programs to ensure that their operations meet all applicable regulatory requirements.

Containment of health care costs, including reimbursement for clinical laboratory services, has been a focus of ongoing governmental activity. In 1984, Congress established a Medicare fee schedule for clinical laboratory services performed for patients covered under Part B of the Medicare program. Subsequently, Congress imposed a national ceiling on the amount that can be paid under the fee schedule. Laboratories must accept the scheduled amount as payment in full for most tests performed on behalf of Medicare beneficiaries and must bill the program directly. In fiscal 1996, the Company derived approximately 14% of its net sales from tests performed for beneficiaries of Medicare and Medicaid programs. In addition, the Company's other business depends significantly on continued participation on these programs because clients often want a single laboratory to perform all of their testing services. Since 1984, Congress has periodically reduced the ceilings on Medicare reimbursement to clinical laboratories from previously authorized levels. Because a significant portion of the Company's costs are relatively fixed, these Medicare reimbursement reductions have a direct adverse effect on the Company's net earnings and cash flows. The Company cannot predict if additional Medicare reductions will be implemented.

On January 1, 1993, numerous changes in the Physicians' Current Procedural Terminology ("CPT") were published. The CPT is a coding system that is published by the American Medical Association. It lists descriptive terms and identifying codes for reporting medical and medically related services. The Medicare and Medicaid programs require suppliers, including laboratories, to use the CPT

codes when they bill the programs for services performed. HCFA implemented these CPT changes for Medicare and Medicaid on August 1, 1993. The

CPT changes have altered the way the Company bills Medicare and Medicaid for some of its services, thereby reducing the reimbursement the Company receives from those programs for some of its services.

In March 1996, the HCFA implemented changes in the policies used to administer Medicare payments to clinical laboratories for the most frequently performed automated blood chemistry profiles. Among other things, the changes established a consistent standard nationwide for the content of the automated chemistry profiles. Another change incorporated in the HCFA proposal requires laboratories performing certain automated blood chemistry profiles to obtain and provide documentation of the medical necessity of tests included in the profiles for each Medicare beneficiary. Reimbursements have been reduced as a result of this change.

Future changes in Federal, state and local regulations (or in the interpretation of current regulations) affecting governmental reimbursement for clinical laboratory testing could have a material adverse effect on the Company. The Company is unable to predict, however, whether and what type of legislation will be enacted into law.

Fraud and Abuse Regulations. The Medicare and Medicaid anti-kickback laws prohibit intentionally paying anything of value to influence the referral of Medicare and Medicaid business.

Infectious Wastes and Radioactive Materials. The Company is subject to licensing and regulation under Federal, state and local laws relating to the handling and disposal of medical specimens, infectious and hazardous waste and radioactive materials as well as to the safety and health of laboratory employees. All Company laboratories are operated in accordance with applicable Federal and state laws and regulations relating to biohazard disposal of all laboratory specimens and the Company utilizes outside vendors for disposal of such specimens. Although the Company believes that it is currently in compliance in all material respects with such Federal, state and local laws, failure to comply could subject the Company to denial of the right to conduct business, fines, criminal penalties and/or other enforcement actions.

Occupational Safety. In addition to its comprehensive regulation of safety in the workplace, the Federal Occupational Safety and Health Administration ("OSHA") has established extensive requirements relating to workplace safety for health care employers, including clinical laboratories, whose workers may be exposed to blood-borne pathogens such as HIV and the hepatitis B virus. These regulations, among other things, require work practice controls, protective clothing and equipment, training, medical follow-up, vaccinations and other measures designed to minimize exposure to, and transmission of, blood-borne pathogens.

Controlled Substances. The use of controlled substances in testing for drugs of abuse is regulated by the Federal Drug Enforcement Administration.

Proprietary Technology - Patents

As novel techniques, processes, products or microorganisms are developed during the course of its research and development activities, the Company will seek U.S. and, if deemed

necessary, foreign patents. At the end of fiscal 1996 the Company owned or licensed 34 U.S. and some 151 foreign patents and had filed approximately 165 U.S. and foreign patent applications covering products, methods and procedures resulting from the Company's research projects. In fiscal 1995 and continuing this fiscal year, the Company began to receive significant revenues from the distribution agreements related to these patents and believes that the patents have positioned the Company to derive considerably more revenues in the future as the markets for these products continue to develop. Patents relating to the BioProbe(R) nucleic acid probe system have issued in the U.S. and Europe. Management believes that additional patents will issue shortly and over the next several years with respect to the Company's pending applications. There can be no assurance, however, that patents will be issued on pending applications or that any issued patents will have commercial benefit. The Company does not intend to rely on patent protection as the sole basis for protecting its proprietary technology. It also relies on its trade secrets and continuing technological innovation. All employees involved in the clinical reference laboratory division and the manufacturing operations sign a confidentiality agreement prohibiting the employee from disclosing any confidential information about the Company, including the Company's technology or trade secrets.

In some instances, the Company may enter into royalty agreements with collaborating research parties in consideration for the commercial use by the

Company of the developments of their joint research. In other instances a patent may be obtained by the collaborating party with the Company receiving a license to use the patented subject matter. In such cases, the Company will seek to secure exclusive licenses.

In other instances, the Company may have an obligation to pay royalties to, or reach a royalty arrangement with, a third party in consideration of the Company's use of developments of such third party. The Company has an exclusive licensing agreement with Yale for the technology used in the BioProbe(R) nucleic acid probe products. The agreement covers licensed patents owned by Yale and licensed to the Company for the life of the patents which expire not earlier than 2004. See "Business Technology and Product Development - BioProbe(R) Nucleic Acid Probe Labeling and Signal Generating System."

In fiscal 1987, the Company entered into an agreement with The Research Foundation of the State University of New York giving the Company exclusive rights to a genetic engineering technology using antisense nucleic acid control methodologies. This technology is covered by three U.S. patents applications subsequently issued as patents by the U.S. Patent and Trademark Office. The first patent issued in March 1993; a second patent issued in May 1993; the third patent issued in December 1993. (See "Therapeutic Technology and Product Development" section). The term of the license agreement extends through the life of such patents as may issue therefrom. See "Business Technology and Patent Development - Therapeutic Technology and Product Development." Human Resources

As of July 31, 1996, the Company employed 176 full-time and 51 part-time employees. Of the full-time employees, 36 were engaged in research, development, manufacturing and marketing of research products and 140 at the clinical reference laboratories. The scientific staff of the Company possesses a wide range of experience and expertise in the areas of recombinant

DNA, nucleic acid chemistry, molecular biology and immunology. The Company believes that relations with its employees are good.

Competition

The Company's biotechnology activities compete with pharmaceutical, chemical, energy, and food companies which are diversifying into biotechnology, and with specialized biotechnology firms in the United States and elsewhere. Competition from existing companies and from newly formed private enterprises is expected to increase.

Most of the Company's competitors in the biotechnology industry are performing research in many of the same areas as the Company. Many of these competitors are larger and have greater financial and other resources than the Company. The primary competitive factors in the biotechnology field are the ability to create and maintain scientifically advanced technology during a period of rapid technological development, to attract and retain a breadth and depth of human resources, to develop proprietary products or processes and to have available adequate financial resources for bridging the often substantial time lag between technical concept and commercial implementation.

The Company's clinical reference laboratories activity, which is conducted in the New York metropolitan area, competes with numerous national and local entities, some of which are larger and have greater financial resources than the Company. Enzo Clinical Labs competes primarily on the basis of the quality and specialized nature of its testing, reporting and information services, its reputation in the medical community, the pricing of its services, its reliability and speed in performing diagnostic tests, and its ability to employ qualified laboratory personnel. The Company also believes that its ability to compete also depends on its ability to make investments in equipment and management information systems. CAUTIONARY STATEMENT FOR PURPOSES OF THE "SAFE HARBOR" PROVISIONS OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

The Private Securities Litigation Reform Act of 1995 provides a new "safe harbor" for forward-looking statements to encourage companies to provide prospective information about their companies without fear of litigation so long as those statements are identified as forward-looking and are accompanied by meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those projected in the statement. The Company desires to take advantage of the new "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995 and is including this section herein in order to do so. Accordingly, the Company hereby identifies the following important factors that could cause the Company's actual financial results to differ materially from those projected, forecast, estimated, or budgeted by the Company in forward-looking statements.

(a) Heightened competition, including the intensification of price competition.

(b) Impact of changes in payor mix, including the shift from

traditional, fee-for-service medicine to managed-cost health care.

(c) Adverse actions by governmental or other third-party payors, including unilateral reduction of fee schedules payable to the Company.

(d) The impact upon the Company's collection rates or general or administrative expenses resulting from compliance with Medicare administrative policies including specifically the HCFA's recent requirement that laboratories performing certain automated blood chemistry profiles to obtain and provide documentation of the medical necessity of tests included in the profiles for each medicare beneficiary.

(e) Failure to obtain new customers, retain existing customers or reduction in tests ordered or specimens submitted by existing customers.

(f) Adverse results in significant litigation matters.

(g) Denial of certification or licensure of any of the Company's clinical laboratories under CLIA, by Medicare and Medicaid programs or other Federal, state or local agencies.

(h) Adverse publicity and news coverage about the Company or the clinical laboratory industry.

(i) Inability to carry out marketing and sales plans.

(j) Loss or retirements of key executives.

(k) Impact of potential patent infringement by others or the Company.

(l) Inability to obtain patent protection or secure and maintain proprietary positions on its technology.

Item 2. Properties

The following are the principal facilities of the Company:

<TABLE>
<CAPTION>

Location	Principal Operations	Approximate Floor Area (sq. ft.)	Approximate Annual Base Rent	Approximate Expiration Date
<S>	<C>	<C>	<C>	<C>
60 Executive Blvd. Farmingdale, NY	Corporate headquarters, clinical reference laboratory, and research and development facilities (See note 6 of Notes to Consolidated Financial Statements)	40,000	$684,000	November 2004
527 Madison Ave. New York, NY	Executive office	6,400	$163,000	December 1998

</TABLE>

Management believes that the current facilities will be adequate for current and foreseeable future operating needs.

On December 1, 1985, the Company entered into an Agreement with the City of New York to lease, over a fifty-year term, a six-story building located in New York City. In the fourth quarter of fiscal 1996, the Company negotiated a settlement with the City of New York to relieve the Company from any further obligations related to the lease and to return the building to the City and the Company agreed to pay the City $2,950,000 in full settlement of all of the City's claims for unpaid taxes and rent. The Company issued to the City 213,623 shares of the Company's common stock in August 1996 in consideration of the settlement amount. If the City has not received the net proceeds of $2,950,000 upon the sale of such stock by March 17, 1997, the City shall return the remaining shares not sold, if any, and the Company shall pay the difference in cash. As a result of this settlement with the City, the Company incurred a charge against earnings in the amount of approximately $7.6 million in the fourth quarter of fiscal 1996.

Item 3. Legal Proceedings

In March 1993, the Company filed suit in the United States District Court for the District of Delaware charging patent infringement and acts of unfair competition against Calgene, Inc. and seeking a declaratory judgment of invalidity concerning Calgene's plant antisense patent. On February 9, 1994, the Company filed a second suit in the United States District Court for the District of Delaware charging Calgene with infringement of a second antisense patent owned by the Company. Calgene has filed a counterclaim in the second Delaware action seeking a declaration that a third patent belonging to the Company is invalid. The two Delaware actions have been consolidated and were tried to the Court in April 1995. In addition, the Company filed suit on March 22, 1994 in the United States District Court for the Western District of Washington against Calgene and the Fred Hutchinson Cancer Research Center, alleging that the defendants had conspired to issue a false and misleading press release regarding a supposed "patent license" from Hutchinson to Calgene, and conspired to damage the Company's antisense patents by improperly using confidential information to challenge them in the Patent Office. The

Complaint further charges that Hutchinson is infringing and inducing Calgene to infringe the Company's antisense patents. On February 2, 1996, the Delaware Court issued an opinion ruling against Enzo and in favor of Calgene, finding certain Enzo claims infringed, but the patent, as a whole not infringed, and finding the claims at issue invalid for lack of enablement. Calgene's patent was found valid (non-obvious) over the prior art. On February 29, 1996, the Delaware Court issued an Order withdrawing its February 2, 1996 Opinion. Enzo intends to appeal from any adverse judgment. There can be no assurance that the Company will be successful in any of the foregoing matters or that Calgene and/or Hutchinson will not be successful. However, even if the Company is not successful management does not believe there will be a significant monetary impact.

Item 4. Submission of Matters to a Vote of Security Holders

No matters were brought to a vote of the Company's stockholders in the fiscal quarter ended July 31, 1996.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

The common stock of the Company is traded on the American Stock Exchange (Symbol:ENZ). The following table sets forth the high and low price of the Company's Common Stock for the periods indicated as reported on the American Stock Exchange.

	High	Low
1995 Fiscal Year (August 1, 1994 to July 31, 1995):		
1st Quarter	$ 15 3/8	$ 9 1/8
2nd Quarter	$ 13 7/8	$ 10
3rd Quarter	$ 11 3/8	$ 9 1/2
4th Quarter	$ 17 1/8	$ 9 1/2
1996 Fiscal Year (August 1, 1995 to July 31, 1996):		
1st Quarter	$ 23	$ 14 5/8
2nd Quarter	$ 24 1/2	$ 15 3/8
3rd Quarter	$ 20 3/8	$ 15 1/8
4th Quarter	$ 21	$ 13 1/2

On October 21, 1996, the last sale price of the Common Stock of the Company as reported on the American Stock Exchange was $18 1/8.

On October 25, 1996, the Company had approximately 1,433 shareholders of record.

The Company has not paid a cash dividend on its Common Stock and intends to continue to follow a policy of retaining future earnings to finance its operations. Accordingly, the Company does not anticipate the payment of cash dividends to holders of Common Stock in the foreseeable future.

On June 5, 1995, the Company declared a 5% stock dividend paid July 31,

1995 to shareholders of record as of July 3, 1995. On September 13, 1996, the Company declared another 5% stock dividend payable on October 29, 1996 to shareholders of record on October 8, 1996.

Item 6.

Selected Financial Data
(In thousands, except per share data)
For the Years Ended July 31,

<TABLE>
<CAPTION>

	1996	1995	1994	1993	1992
<S>	<C>	<C>	<C>	<C>	<C>
Operating revenues	$ 34,490	$31,700	$ 22,799	$ 20,025	$ 20,535
Litigation settlement, net of legal fees	--	21,860	--	--	--
Writedown of leasehold interest and related costs	7,613	11,400	600	3,000	401
Interest income (expense) net	1,640	941	87	(230)	(1,420)
Income (loss) before provision (benefit) for taxes on income and extraordinary items	(7,508)	9,749	2,156	(6,324)	(1,103)
Provision (benefit) for taxes on income	199	4,131	(2,945)	52	115
Income (loss) before extraordinary items	(7,707)	5,618	5,101	(6,376)	(1,218)
Extraordinary items:					
Gain on extinguishment of debt	--	--	150	--	--
(Gain) loss on debt conversion	--	--	--	(466)	572
Net income (loss)	$ (7,707)	$ 5,618	$ 5,251	$ (6,842)	$ (646)
Per common and common equivalent share(1):					
Income (loss) before extraordinary items	$ (.34)	$ .24	$ .22	$ (.33)	$ (.08)
Extraordinary items	--	--	.01	(.02)	--
Net income (loss)	$ (.34)	$ .24	$ .23	$ (.35)	$ (.04)
Average common and dilutive common equivalent (1)	22,593	23,075	22,628	19,407	15,767

</TABLE>

Selected Financial Data
(in thousands, except per share data and ratios)
As at July 31,

	1996	1995	1994	1993	1992
Working capital (deficit)	$29,451	$24,449	$17,153	$ (2,411)	$ (2,642)
Total assets	62,838	72,458	65,043	47,569	49,793
Long-term debt and obligation under capital lease	114	4,698	4,379	4,168	4,186
Stockholders' equity	55,253	61,113	51,245	32,396	32,993

- ----------
(1) In fiscal years 1996, 1993 and 1992, common stock equivalents have not been included because the effect of their inclusion would have been anti-dilutive.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Liquidity and Capital Resources

The Company, at July 31, 1996, had cash and cash equivalents of $17.8 million, an increase of $6.7 million from July 31, 1995. The Company had net working capital of $29.5 million at July 31, 1996 compared to $24.4 million at July 31, 1995.

The Company's income before taxes and before the writedown of leasehold interest and related costs was $105,000 which includes depreciation and amortization aggregating approximately $1.8 million. The Company's positive cash flow from operations was sufficient to meet its current cash needs for the research and development programs and other investing activities. The Company believes that its current cash position is sufficient for its foreseeable liquidity and capital resource needs, although there can be no assurance that future events will not alter such view.

Net cash provided by operating activities for the 1996 fiscal year was approximately $6.1 million and includes $5 million of cash received in connection with the litigation settlement as compared to net cash provided by operating activities of $9.1 million for the 1995 fiscal year. The decrease in net cash provided by operating activities from fiscal 1995 to fiscal 1996 was primarily due to the Company's net loss for 1996, which was partially offset by an increased provision for uncollectible accounts receivable of $2.9 million (resulting primarily from a reduction in collection rates under Medicare), a decrease in writedown of leasehold interest and related costs of $3.8 million and by a decrease in the note receivable litigation settlement of $5 million in fiscal 1996 compared to an increase of $17.6 million in fiscal 1995.

Net cash used by investing activities in fiscal 1996 amounted to approximately $1 million as a result of capital expenditures and deferred patent costs as compared to net cash used by investing activities of $1.4 million in fiscal 1995. The decrease relates primarily from reduced capital expenditures in fiscal 1996 compared to fiscal 1995.

Net cash provided by financing activities of approximately $1.6 million primarily results from the proceeds from the exercise of stock options and warrants which represents an increase of $2.4 million compared to fiscal 1995 primarily due to payments of loans payable and long term debt in fiscal 1995.

The Company's net accounts receivable of $10.5 million and $10.9 million represent 111 average days and 126 average days of operating revenues at July 31, 1996 and 1995 respectively. The average age of the Company's receivables at July 31, 1996 was 113 average days as compared with 116 average days as of July 31, 1995. The change in net accounts receivable is due to a decrease in accounts receivable at the clinical reference laboratory of approximately $180,000 and a decrease of research products accounts receivable of approximately $220,000. The Company does not believe that the reduction in net receivables and the age of such receivables has had a material effect on the Company's liquidity or capital position.

On October 19, 1994 the Company executed a settlement agreement with Johnson & Johnson, Inc. (J&J) pursuant to which the Company received $15.0 million and a promissory note requiring J&J and its subsidiary, Ortho Diagnostics, Inc., to pay $5.0 million a year for each of the four successive anniversaries of said date. These future payments are recorded at net present value discounted using an interest rate of 5.25%. The litigation settlement amounted to approximately $21.9 million, net of legal fees. Pursuant to the terms of the settlement, all of the Company's grants, licenses and intellectual property have been returned to the Company in totality.

In December 1985, the Company entered into an agreement with the City of New York to lease, over a fifty year term, a building located in New York City. In the fourth quarter of fiscal 1996, the Company negotiated a settlement with the City of New York to relieve the Company from any further obligations related to the lease and to return the building to the City and the Company agreed to pay the City $2,950,000 in full settlement of all of the City's claims for unpaid taxes and rent. The Company issued to the City 203,450 shares of the Company's common stock in August 1996 (213,623 shares after giving effect to the 5% stock dividend paid in October, 1996) in consideration of the settlement amount. These shares were issued at the fair market value at the date of the settlement for unpaid rent and payments in-lieu-of taxes of $2.95 million. If the City has not received the net proceeds of $2.95 million upon the sale of such stock by March 17, 1997, the City shall return the remaining shares not sold, if any, and the Company shall pay the difference in cash. As a result of this settlement with the City, the Company incurred a charge against earnings in

the amount of approximately $7.6 million in the fourth quarter of fiscal 1996. The components of the $7.6 million charge included a writedown of the leasehold interest of $6.2 million and for unpaid payments-in-lieu of taxes and rent on the leasehold of $1.4 million. Of the settlement of $2.95 million payments in-lieu-of taxes and unpaid rent, $1.55 million was recorded prior to fiscal 1996 and the balance of $1.4 million was recorded in fiscal 1996. Management is not aware of any material claims, disputes or settled matters concerning third-party reimbursements which would have a material effect on the Company's financial statements.

Results of Operations

Fiscal 1996 Compared to Fiscal 1995

Revenues from operations for the fiscal year ended July 31, 1996 ("fiscal 1996") increased by $2,790,000 over revenues from operations for the fiscal year ended July 31, 1995

("fiscal 1995"). This increase was due to an increase of $3,398,000 in revenues from research product sales over revenue for the similar activity in fiscal 1995 offset by a $608,000 decrease in revenues for the clinical reference laboratory operations. The increase in research product sales resulted primarily from the Company's non-exclusive distribution agreements for the Company's products and generally was the result of significantly higher volume of sales of product. The decrease in revenues from the clinical laboratory operations resulted primarily from a decrease in volume of unprofitable diagnostic screening tests.

Cost of sales increased by approximately $1,563,000 as a result of the increase of $2,644,000 in the cost of sales of research products from the Company's distribution agreements activities offset by a decrease in the cost of clinical laboratory services of $1,081,000. This decrease is primarily due from the improved efficiencies of performing certain diagnostic screening tests and the increase in the number of esoteric tests performed actually at the laboratory.

Research and development expenses increased by approximately $717,000 as a result of an increase in research programs and the increased amortization of patent costs.

The provision for uncollectible accounts receivable increased by $2,857,000 primarily due to an additional provision recorded by the Company in the fourth quarter of fiscal 1996 primarily to cover lower collection rates under the Federal Medicare programs and other third-party insurance carriers. Effective March 1, 1996, the Medicare policy of allowing payment for all tests contained in an automated profile when at least one of the tests in the profile was covered was eliminated. When one or more of the tests on the newly standardized list are reported on a claim, carriers are to pay only for medically necessary tests in a profile. The former standard was to allow payment for the entire profile if at least one of the tests was medically necessary. The amount paid for a profile is limited to what would have been paid had only the medically necessary tests been ordered. Based on collection rate data in the fourth quarter of fiscal 1996, which was the first period evidence was available to show the effects of the change in Medicare policy, it became evident that additional reserves were needed to cover these lower collection rates, including reduced reimbursement by Medicare for periods prior to March 1, 1996, the effective date of the policy change. Accordingly, the Company recorded an additional provision of $3.5 million in the fourth quarter of fiscal 1996 to reflect the reduced reimbursements received by the Company from Medicare and other third party insurers who generally follow the reimbursement policies of Medicare.

The Company's net accounts receivable from the clinical laboratory operations of $9.0 million and $9.2 million represent an average of 150 days of operating revenue at July 31, 1996 and 1995, respectively. The $3.5 million additional provision relates to the increase in the mix of Medicare invoicing in the fourth quarter and the change in reimbursement policy rates on this invoicing. The Company expects that in the future, as a result of the revised Medicare reimbursement policies, the Company will receive reimbursements and cash flows. at the clinical reference laboratory at the lower rates realized in fiscal 1996. The Company will continue its efforts at attempting to control costs associated with the performance of the tests, however, there can be no assurance that such efforts will be successful.

Selling and general and administrative expenses decreased by $2,463,000 primarily due to a decrease in legal fees in fiscal 1996 and the overall improved efficiencies at the clinical reference laboratory.

In the fourth quarter of fiscal 1995, management decided that it was not in the best interests of the Company to continue further renovations on the leasehold interest since the continuing expenses associated with such renovations were not deemed justifiable in light of the uncertainty of recoupment of such expenses and because the likelihood of occupancy of the leasehold interest was in question. A decision was made to dispose of the leasehold interest as is, and an independent appraisal of the leasehold interest on a current condition basis indicated that a writedown of the leasehold interest was required in the amount of $11,400,000 which was recorded in the fourth quarter of fiscal 1995. During fiscal 1996, the Company made extensive efforts to find a developer for the leasehold interest. In addition, the Company commenced negotiations with the City to also assist the Company in identifying and approving a buyer or developer for the leasehold interest. Simultaneously, the Company commenced negotiations with the City for a full surrender of the leasehold interest back to the City. Based on the limited interest in the leasehold by any developer, the Company determined that it was in the best interest of the Company to negotiate a complete and full settlement with the City. On July 31, 1996, the Company negotiated a settlement with the City of New York (the "City") to relieve the Company from any further obligations related to the lease and to return the building to the City and the Company agreed to pay the City $2,950,000 in full settlement of all of the City's claims for unpaid taxes and rent. The Company issued to the City 213,623 shares (after giving effect to the 5% stock dividend paid in October 1996) of the Company's common stock in August 1996 in consideration of the settlement amount. If the City has not received the net proceeds of $2.95 million upon the sale of such stock by March 17, 1997, the City shall return the remaining shares not sold, if any, and the Company shall pay the difference in cash. As a result of this settlement with the City of New York, the Company incurred a charge against earnings in the amount of approximately $7.6 million in the fourth quarter of fiscal 1996.

The operating profit from research and development activities and related costs amounts to $449,000 in fiscal 1996, as compared to an operating profit of $479,000 in fiscal 1995. The decrease in the profit is principally related to the increase in research and development expenses from the diagnostic division. The operating profit from the clinical reference laboratories activities amounted to $124,000 (.6% of operating revenues) as compared to an operating profit of $2,146,000 (10% of operating revenues) in fiscal 1995. This decrease resulted principally from the increase in the provision for uncollectible accounts receivable due to the lower collection rates under Medicare programs and other third-party insurance carriers and offsetting deduction in overall operating expenses in fiscal 1996. Results of Operations

Fiscal 1995 Compared to Fiscal 1994

Revenues from operations for the fiscal year ended July 31, 1995 ("fiscal 1995") increased by $8,901,000 over revenues from operations for the fiscal year ended July 31, 1994 ("fiscal 1994"). This increase was due to increases of $4,365,000 in revenues from research product sales over revenue for the similar activity in fiscal 1994 and by a $4,536,000 increase in revenues for the clinical reference laboratory operations. The increase of revenues from the clinical laboratory operations resulted primarily from an increase in volume of screening tests. The increase in the volume of research product sales resulted primarily from the Company's

non-exclusive distribution agreements entered into in April 1994 and February 1995 to distribute the Company's products.

Research and development expenses increased by approximately $602,000 as a result of an increase in research programs and the amortization of patent costs. Cost of sales increased by approximately $3,099,000 as a result of increased revenue from the sale of research products and from the clinical reference laboratory. This increase resulted primarily from the Company's non-exclusive distribution agreements to distribute products. Included in the general and administrative expenses are legal fees of $2,977,000 and $1,663,000 for fiscal years 1995 and 1994, respectively.

The provision for uncollectible accounts receivable increased by $341,000 primarily from an increase in operating revenues at the clinical reference laboratory operations. Selling expenses increased by approximately $701,000 due to an increase in marketing programs and personnel costs for the clinical reference laboratory operations.

On October 19, 1994, the Company executed a settlement agreement with J&J pursuant to which the Company received $15.0 million in cash and a promissory note requiring J&J to pay a total of $5.0 million a year for each of the four successive anniversaries of said date. These future payments are recorded at net present value discounted using an interest rate of 5.25%. The litigation settlement amounted to approximately $21,860,000, net of legal fees.

The operating profit from the research and development activities and related costs amounted to $479,000 in fiscal 1995 as compared to an operating loss of $493,000 in fiscal 1994. The increase in this profit is principally related to the Company's nonexclusive distribution agreements to distribute products. The operating profit from the clinical reference laboratories activities amounted to a profit of $2,146,000 as compared to an operating loss of $659,000 in fiscal 1994. This increase resulted principally from an increase in the volume of screening tests.

The provision for income taxes of $4,131,000 results from current income taxes due and utilization of net operating loss carryforwards related to taxable income recognized in connection with the J&J lawsuit.

Net income for the fiscal year ended July 31, 1995 increased to approximately $5,618,000 compared with approximately $5,251,000 for the fiscal year ended July 31, 1994.

Item 8. Financial Statements and Supplementary Data

The response to this item is submitted in a separate section of this report.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

Not applicable.

PART III

Item 10. Directors and Executive Officers of the Registrant

(a) Directors - The following sets forth certain information regarding directors of the Company who are not executive officers of the Company. Information with respect to directors of the Company who are also executive officers of the Company appears below under the subcaption "Executive Officers." The Company has a classified Board of Directors consisting of three classes.

JOHN B. SIAS (age 69) has been Director of the Company since January 1982. Mr. Sias has been President and Chief Executive Officer of Chronicle Publishing Company since April 1993. From January 1986 until April 1993, Mr. Sias was President of ABC Network Division, Capital Cities/ABC, Inc. From 1977 until January 1986 he was the Executive Vice President, President of the Publishing Division (which includes Fairchild Publications) of Capital Cities Communications, Inc.

JOHN J. DELUCCA (age 53) has been a Director of the Company since January 1982. Since October 1993, Mr. Delucca has been Senior Vice President and Treasurer of RJR Nabisco, Inc. From January 1992 until October 1993, he was managing director and Chief Financial Officer of Hascoe Associates, Inc. From October 1, 1990 to January 1992 he was President of The Lexington Group. From September 1989 until September 1990 he was Senior Vice President-Finance of the Trump Group. From May 1986 until August 1989, he was senior Vice President-Finance at International Controls Corp. From February 1985 until May 1986, he was a Vice President and Treasurer of Textron, Inc. Prior to that he was a Vice President and Treasurer of the Avco Corporation, which was acquired by Textron.

During the fiscal year ended July 31, 1996, there were three (3) formal meetings of the Board of Directors, several actions by unanimous consent and several informal meetings. The Board of Directors has an Audit Committee and Stock Option Committee. The Audit Committee had one (1) formal meeting and the Stock Option Committee had three (3) formal meetings in fiscal 1996.

The Audit Committee is authorized to review proposals of the Company's auditors regarding annual audits, recommend the engagement or discharge of the auditors, review recommendations of such auditors concerning accounting principles and the adequacy of internal controls and accounting procedures and practices, to review the scope of the annual audit, to approve or disapprove each professional service or type of service other than standard auditing services to be provided by the auditors, and to review and discuss the audited financial

statements with the auditors. Its members are Shahram K. Rabbani and Messrs. Sias and Delucca.

The Stock Option Committee has the plenary authority in its discretion to

determine the purchase price of the Common Stock issuable upon the exercise of each option, to determine the employees to whom, and the time or times at which, options shall be granted and the number of shares to be issuable upon the exercise of each option, to interpret the plans, to prescribe, amend and rescind rules and regulations relating to them, to determine the term and provisions of the respective option agreements and to make all other determinations deemed necessary or advisable for the administration of the plans. Its members are Messrs. Sias and Delucca.

The Company does not have a formal Executive Committee or Nominating Committee of the Board of Directors.

(b) Executive Officers - The following table sets forth the names and positions of all of the current executive officers of the Company:

Name	Position
Elazar Rabbani, Ph.D.	President, Chairman of the Board of Directors and Chief Executive Officer
Shahram K. Rabbani	Executive Vice President, Treasurer, Director
Barry W. Weiner	Executive Vice President, Secretary and Director
Norman E. Kelker, Ph.D.	Senior Vice President
Dean Engelhardt, Ph.D.	Senior Vice President
Herbert B. Bass	Vice President of Finance
Barbara E. Thalenfeld, Ph.D.	Vice President, Corporate Development
David C. Goldberg	Vice President, Business Development

DR. ELAZAR RABBANI (age 52) has served as President and a Director of the Company since its organization in 1976. Dr. Rabbani received his B.A. degree from New York University in Chemistry and his Ph.D. degree in Biochemistry from Columbia University. He is a member of the American Society for Microbiology.

SHAHRAM K. RABBANI (age 44) has been an Executive Vice President of the Company since September 1981 and a Vice President, Treasurer and a Director of the Company since its organization. Mr. Rabbani received a B.A. degree in chemistry from Adelphi University.

BARRY W. WEINER (age 46) has been an Executive Vice President since September 1981, a Vice President and Director of the Company since its organization and Secretary since March 1980. He was employed by Colgate-Palmolive Company, New York, New York from August 1974 until March 1980, when he joined the Company on a full-time basis. Mr. Weiner received his B.S. degree in Economics from New York University and a M.B.A. from Boston University.

DR. NORMAN E. KELKER (age 57) has been a Vice President of the Company since September 1981. Effective January 1, 1989, he was promoted to Senior Vice President. From 1975 until he joined the Company, Dr. Kelker was an Associate Professor in the Department of Microbiology of the New York University School of Medicine. He holds a Ph.D. from Michigan State University.

DR. DEAN ENGELHARDT (age 56) has been Vice President since September 1981. Effective January 1, 1989, he was promoted to Senior Vice President. Prior to joining the Company he was Associate Professor of Microbiology at Columbia University College of Physicians and Surgeons. He obtained his Ph.D. from Rockefeller University.

HERBERT B. BASS (age 48) is Vice President of Finance of the Company. Prior to his promotion, Mr. Bass was the Corporate Controller of Enzo. Before joining Enzo in 1986, Mr. Bass held various positions at Danziger & Friedman, Certified Public Accountants, from 1979 to 1986, the most recent of which was audit manager. For the preceding seven years he held various positions at Berenson & Berenson, C.P.A.'s. Mr. Bass holds a Bachelor degree in Business Administration from Baruch College.

DR. BARBARA E. THALENFELD (age 56) is Vice President of Corporate Development and has been with Enzo since 1982. Prior to joining the Company she held an NIH research fellowship at Columbia University. She received a Ph.D. from Hebrew University- Hadassah Medical Center and an MS from Yale University.

DAVID C. GOLDBERG (age 39) is Vice President of Business Development. Prior to joining Enzo in 1985, he was employed at DuPont NEN Products. He received an MS from Rutgers University and an MBA from New York University.

Dr. Elazar Rabbani and Shahram K. Rabbani are brothers and Barry W. Weiner is their brother-in-law.

Item 11. Executive Compensation

The information required under this item will be set forth in the Company's

proxy statement to be filed with the Securities and Exchange Commission on or before November 28, 1996 and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management

The information required under this item will be set forth in the Company's proxy statement to filed with the Securities and Exchange Commission on or before November 28, 1996 and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions

The information required under this item will be set forth in the Company's proxy statement to be filed with the Securities and Exchange Commission on or before November 28, 1996 and is incorporated herein by reference.

PART IV

Item 14. Exhibits, Financial Statement Schedules, and Reports on Form 8-K

(a) (1) Consolidated Financial Statements
Consolidated Balance Sheet - July 31, 1996 and 1995
Consolidated Statement of Operations-
Years ended July 31, 1996, 1995 and 1994
Consolidated Statement of Stockholders' Equity-
Years ended July 31, 1996, 1995 and 1994
Consolidated Statement of Cash Flows-
Years ended July 31, 1996, 1995 and 1994 Notes to Consolidated Financial Statements.

(2) Financial Statement Schedule
Schedule II - Valuation and Qualifying Accounts

All other schedules have been omitted because the required information is included in the consolidated financial statements or the notes thereto or because they are not required.

(3) Exhibits

The following documents are filed as Exhibits to this Annual Report on Form 10-K:

Exhibit No	Description
3(a)	Certificate of Incorporation, as amended March 17, 1980. (1)
3(b)	June 16, 1981 Certificate of Amendment of the Certificate of Incorporation. (2)
3(c)	Certificate of Amendment to the Certificate of Incorporation. (11)
3(d)	Bylaws. (1)
4(d)	Form of Note Indenture. (3)
10(a)	1980 Stock Option Plan. (1)
10(b)	Investment Agreement between the registrant and Johnson & Johnson Development Corp. dated June 25, 1982. (4)

10(c)	Agreement between the registrant and Ortho Diagnostic System, Inc. dated June 25, 1982. (5)
10(d)	1983 Incentive Stock Option Plan.(6)
10(e)	Letter Agreement between the Company and Ortho Diagnostic Systems, Inc. dated as of January 1, 1985. (7)
10(f)	Lease Agreement dated as of December 1, 1985. (8)

10(g) Indenture of Mortgage and Trust dated as of December 1, 1985. (8)

10(h) Letter of Credit Agreement dated as of December 1, 1985.(8)

10(i) Leasehold Mortgage and Security Agreement dated as of February 5, 1986. (8)

10(j) Loan Agreement dated as of December 31, 1985. (8)

10(k) Restricted Stock Plan. (8)

10(p) Agreement with First New York Bank for Business. (14)

10(q) Agreement with BioHealth Laboratories, Inc. shareholders filed herewith. (15)

10(r) Agreement with Johnson & Johnson, Inc. filed herewith. (16)
10(s) 1993 Incentive Stock Option Plan. (16)

10(t) Employment Agreement with Elazar Rabbani. (16)

10(u) Employment Agreement with Shahram Rabbani. (16)

10(v) Employment Agreement with Barry Weiner. (16)

10(w) 1994 Stock Option Plan (17).

10(x) Stipulation of Settlement with the City of New York (18).

10(y) Agreement with Corange International Limited (Boehringer Mannheim) effective April 1994. (19)

10(z) Agreement with Amersham International effective February 1995. (19)

10(aa) Agreement with Dako A/S effective May 1995. (19)

10(bb) Agreement with Baxter Healthcare Corporation (VWR Scientific Products) effective September 1995. (19)

10(cc) Agreement with Yale University and amendments thereto. (19)

10(dd) Agreement with The Research Foundation of the State of New York effective May 1987. (19)

11 Computation of per-share earnings (18).

21 Subsidiaries of the registrant:

23 Consent of Independent Auditors filed herewith.

Notes to (a)(3)

- ----------

(1) The exhibits were filed as exhibits to the Company's Registration Statement on Form S-18 (File No. 2-67359) and are incorporated herein by reference.

(2) This exhibit was filed as an exhibit to the Company's Form 10-K for the year ended July 31, 1981 and is incorporated herein by reference.

(3) These exhibits were filed as exhibits to the Company's Current Report on Form 8-K dated April 4, 1986 and are incorporated herein by reference.

(4) This exhibit was filed as an exhibit to the Company's Current Report on Form 8-K dated June 29, 1982 and is incorporated herein by reference.

(5) This exhibit was filed as an exhibit to the Company's Annual Report on Form 10-K for the year ended July 31, 1983 and is incorporated herein by reference.

(6) This exhibit was filed with the Company's definitive proxy statement dated February 4, 1983 and is incorporated herein by reference.

(7) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1985 and is incorporated herein by reference.

(8) These exhibits were filed as exhibits to the Company's Quarterly Report on Form 10- Q for the quarter ended January 31, 1986 and are incorporated herein by reference.

(9) This exhibit was filed as an exhibit to the Company's Registration Statement on Form S-2(33-7657) and is incorporated herein by reference.

(10) This exhibit was filed as an exhibit to the Company's Current Report on Form 8-K dated July 12, 1990 and is incorporated herein by reference.

(11) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1989 and is incorporated herein by reference.

(12) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1990 and is incorporated herein by reference.

(13) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1991 and is incorporated herein by reference.

(14) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1992 and is incorporated herein by reference.

(15) This exhibit was filed as an exhibit to the Company's Registration Statement on Form S-3 (33-72170) and is incorporated herein by reference.

(16) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1994 and is incorporated herein by reference.

(17) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1995 and is incorporated herein by reference.

(18) This exhibit was filed with the Company's Annual Report on Form 10-K for the year ended July 31, 1995 and is incorporated by reference.

(19) These exhibits are subject to a confidential treatment request pursuant to Securities Exchange Act Rule 24b-2

- ----------

(b) The Company's Current Reports on Form 8-K filed during the quarter ended July 31, 1996 -- none.
(c) See Item 14(a)(3), above.
(d) See Item 14(a)(2), above.

****

S I G N A T U R E S

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ENZO BIOCHEM, INC.

Date: January 17, 1997 By: /s/ Elazar Rabbani

President

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ Elazar Rabbani January 17, 1997
- ----------
Elazar Rabbani, President
and Chairman of Board of Directors
(Principal Executive Officer)

/s/ Shahram K. Rabbani January 17, 1997
- ----------
Shahram K. Rabbani, Executive
Vice President, Treasurer and
Director (Principal Financial and
Accounting Officer)

/s/ Barry W. Weiner January 17, 1997
- ----------
Barry W. Weiner, Executive
Vice President, Secretary
and Director

- ----------
John B. Sias, Director

- ----------
John J. Delucca, Director

FORM 10-K, ITEM 14(a) (1) AND (2) ENZO BIOCHEM, INC.

LIST OF CONSOLIDATED FINANCIAL STATEMENTS AND
FINANCIAL STATEMENT SCHEDULES

The following consolidated financial statements and financial statement schedules of Enzo Biochem, Inc. are included in Item 14(a):

All other schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable, and therefore have been omitted.

Report of Independent Auditors

Board of Directors and Stockholders
Enzo Biochem, Inc.

We have audited the accompanying consolidated balance sheets of Enzo Biochem, Inc. (the "Company") as of July 31, 1996 and 1995, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended July 31,1996. Our audits also included the financial statement schedule listed in the Index at Item 14(a). These financial statements and schedule are the responsibility of the Company's management. Our

responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Enzo Biochem, Inc. at July 31, 1996 and 1995 and the consolidated results of their operations and their cash flows for each of the three years in the period ended July 31, 1996, in conformity with generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth herein.

/s/ Ernst & Young LLP

Melville, New York
October 15, 1996

ENZO BIOCHEM, INC.
CONSOLIDATED BALANCE SHEET
July 31, 1996 and 1995

<TABLE>
<CAPTION>

ASSETS	1996	1995	LIABILITIES AND STOCKHOLDERS' EQUITY	1996	1995
<S>	<C>	<C>	<C>	<C>	<C>
Current assets:			Current liabilities:		
Cash and cash equivalents	$17,792,700	$11,067,900	Trade accounts payable	$1,281,700	$1,579,900
Accounts receivable, less allowance for doubtful accounts of $5,398,000 in 1996 and $2,127,000 in 1995	10,488,200	10,915,200	Accrued legal fees	1,392,000	921,900
			Income taxes payable	--	1,074,000
			Accrued leasehold costs	2,950,000	1,531,800
Current portion of note receivable -- litigation settlement	5,000,000	5,000,000	Other accrued expenses	776,400	615,400
Inventories	1,810,500	2,197,500	Current portion of long-term debt	34,600	31,700
			Current portion of obligations under capital leases	28,700	53,000
Other	822,900	1,076,500			-
Total current assets	35,914,300	30,257,100	Total current liabilities	6,463,400	5,807,700
Property and equipment, at cost less accumulated depreciation and amortization	3,106,800	13,892,200	Long-term debt	46,600	81,200
			Obligations under capital leases	67,100	4,617,000

Long-term portion of note receivable-- litigation settlement	9,113,600	13,121,000	Other deferred liabilities	1,008,000 839,800
Cost in excess of fair value of net tangible assets acquired, less accumulated amortization of $3,128,000 in 1996 and $2,758,000 in 1995	9,675,100	10,045,700	Commitments and contingencies (Notes 6, 7 and 10)	
Deferred patent costs, less accumulated amortization of $2,176,000 in 1996 and $1,628,000 in 1995	4,878,600	4,971,000	Stockholders' equity: Preferred Stock, $.01 par value; authorized 25,000,000 shares; no shares issued or outstanding	
Other	149,700	171,300	Common Stock, $.01 par value; authorized 75,000,000 shares; shares issued and outstanding: 21,624,900 in 1996 and 21,334,600 in 1995	216,400 213,500
			Additional paid-in capital	83,450,000 81,605,000
			Accumulated deficit	(28,413,400) (20,705,900)
	$62,838,100	$72,458,300		
			Total stockholders' equity	55,253,000 61,112,600
				$62,838,100 $72,458,300

</TABLE>

See accompanying notes

<TABLE>
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ENZO BIOCHEM, INC.
CONSOLIDATED STATEMENT OF OPERATIONS
Years ended July 31, 1996, 1995 and 1994

<S>	1996 <C>	1995 <C>	1994 <C>
Revenues:			
Research product revenues	$12,946,300	$ 9,548,400	$ 5,183,200
Clinical laboratory services	21,544,000	22,152,500	17,615,400
	34,490,300	31,700,900	21,798,600
Costs and expenses:			
Cost of research product revenues	8,351,000	5,706,400	3,035,700
Cost of laboratory services	7,088,700	8,170,100	7,742,300
Research and development expense	3,083,000	2,366,400	1,764,000
Selling expense	2,714,800	2,754,200	2,053,200
Provision for uncollectable accounts receivable	6,702,900	3,845,600	3,504,300
General and administrative expense	8,085,100	10,508,300	8,530,100
Recovery of research contract receivable	--	--	(6,500,000)
Litigation settlement, net of legal fees	--	(21,859,700)	--
Writedown of leasehold interest and related costs	7,613,400	11,400,000	600,000
	43,638,900	22,891,300	20,729,600
Income (loss) before interest income, net, provision (benefit) for taxes on income and extraordinary item	(9,148,600)	8,808,600	2,069,000
Interest income, net	1,640,200	940,700	87,200
Income (loss) before provision (benefit) for taxes on Income and extraordinary item	(7,508,400)	9,749,300	2,156,200
Provision (benefit) for taxes on income	199,100	4,131,200	(2,945,000)
Income (loss) before extraordinary item	(7,707,500)	5,618,100	5,101,200
Extraordinary item:			
Gain on extinguishment of debt	--	--	150,000

Net income (loss)	($7,707,500)	$5,618,100	$5,251,200
Per common and common equivalent share:			
Income (loss) before extraordinary item	$(.34)	$.24	$.22
Extraordinary item	--	--	.01
Net income (loss)	$(.34)	$.24	$.23
Weighted average common shares	22,593,000	23,075,100	22,627,600

</TABLE>

See accompanying notes

ENZO BIOCHEM, INC.
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY
Years ended July 31, 1996, 1995 and 1994

<TABLE>
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	Common Stock		Additional paid-in	Accumulated	Total Shareholders'
	Shares	Amount	Capital	deficit	equity
<S>	<C>	<C>	<C>	<C>	<C>
Balance at July 31, 1993	18,287,100	$182,900	$58,169,700	$(25,957,100)	$32,395,500
Net income for the year ended July 31, 1994	--	--	--	5,251,200	5,251,200
Increase in common stock and paid-in capital due to debenture conversion	50,000	500	261,800	--	262,300
Increase in common stock and paid-in capital due to exercise of stock options	150,500	1,500	449,600	--	451,100
Increase in common stock due to investment from investor, net of expenses of approximately $17,000	940,000	9,400	7,493,500		7,502,900
Increase in common stock and paid-in capital due to exchange of stock for debt, net of expenses of approximately $205,000	394,600	3,900	5,378,000	--	5,381,900
Balance at July 31, 1994	19,822,200	$198,200	$71,752,600	$(20,705,900)	$51,244,900
Net income for the year ended July 31, 1995				5,618,100	5,618,100
Increase in common stock and paid-in capital due to exercise of stock options and warrants	210,800	2,200	1,393,400	--	1,395,600
Increase in common stock and paid-in capital due to exchange of stock for debt	285,600	2,900	2,851,100	--	2,854,000
Increase in common stock and paid-in capital due to 5% stock dividend	1,016,000	10,200	5,607,900	(5,618,100)	--
Balance at July 31, 1995	21,334,600	$213,500	$81,605,000	$(20,705,900)	$61,112,600

Issuance of stock for employee 401(k) plan	10,200	100	145,700	--	145,800
Net loss for the year ended July 31, 1996	--	--	--	(7,707,500)	(7,707,500)
Increase in common stock and paid-in capital due to exercise of stock options and warrants	280,100	2,800	1,699,300	--	1,702,100
Balance at July 31, 1996	21,624,900	$216,400	$83,450,000	$(28,413,400)	$55,253,000

</TABLE>
See accompanying notes

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ENZO BIOCHEM, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
Years ended July 31, 1996, 1995 and 1994

	1996	1995	1994
<S>	<C>	<C>	<C>
Cash flows from operating activities:			
Net income (loss)	$(7,707,500)	$5,618,100	$5,251,200
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization of property and equipment	894,400	862,600	736,400
Amortization of costs in excess of fair value of net tangible assets acquired	370,600	369,600	368,800
Amortization of deferred patent costs	547,200	484,300	439,700
Provision for uncollectible accounts receivable and reimbursable costs on research contracts	6,702,900	3,845,600	3,504,300
Writedown of leasehold interest and related costs	7,613,400	11,400,000	600,000
Deferred income tax (benefit) provision	--	2,849,300	(3,049,300)
Legal expenses converted into stock	--	1,455,700	246,000
Recovery of research contract receivable	--	--	(6,500,000)
Accretion of interest on note receivable	(992,600)	(494,000)	--
Issuance of stock for employee 401K plan	145,800	--	--
Gain on extinguishment of debt	--	--	(150,000)
Deferred rent and other assets	168,200	167,300	178,100
Changes in operating assets and liabilities:			
Note receivable - litigation settlement	5,000,000	(17,627,000)	--
Accounts receivable before provision for uncollectable amounts	(6,275,900)	(5,488,900)	(7,812,100)
Research contract receivable	--	6,500,000	--
Inventories	387,000	(94,800)	(447,800)
Other assets	161,900	(184,900)	(105,800)
Trade accounts payable, accrued leasehold costs and other			

accrued expenses	143,900	(3,449,400)	2,759,800
Income taxes payable	(1,074,000)	1,074,000	--
Accrued legal fees	64,200	1,834,300	785,400
Accrued interest payable	--	(30,000)	(51,300)
Total adjustments	13,857,000	3,473,700	(8,497,800)
Net cash provided (used) by operating activities	6,149,500	9,091,800	(3,246,600)

(Continued on following page)

</TABLE>

ENZO BIOCHEM, INC.
CONSOLIDATED STATEMENT OF CASH FLOWS
Years ended July 31, 1996, 1995, and 1994

<TABLE>
<CAPTION>

	1996	1995	1994
<C>	<C>	<C>	<C>
Cash flows from investing activities:			
Capital expenditures	$(651,100)	$(1,033,300)	$(1,174,700)
Patent costs deferred	(363,000)	(392,600)	(286,800)
(Increase) decrease in security deposits	(28,400)	52,400	(48,500)
Net cash used by investing activities	(1,042,500)	(1,373,500)	(1,510,000)
Cash flows from financing activities:			
Payments of obligations under capital leases	(52,600)	(78,400)	(240,700)
Proceeds from long and short term borrowings	--	--	2,162,800
Proceeds from the exercise of stock options and warrants	1,702,100	1,395,600	451,100
Payment of loans payable to bank and long term debt	(31,700)	(2,118,500)	(1,416,700)
Proceeds from issuance of stock	--	--	7,520,000
Payment for registration filing fees	--	--	(222,800)
Net cash provided (used) by financing activities	1,617,800	(801,300)	8,253,700
Net increase in cash and cash equivalents	6,724,800	6,917,000	3,497,100
Cash and cash equivalents at the beginning of the year	11,067,900	4,150,900	653,800
Cash and cash equivalents at the end of the year	$17,792,700	$11,067,900	$4,150,900

</TABLE>

See accompanying notes

ENZO BIOCHEM, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

July 31, 1996, 1995 and 1994

NOTE 1 - BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

BUSINESS

Enzo Biochem, Inc. (the "Company") is engaged in research, development,

manufacturing and marketing of diagnostic and research products based on genetic engineering, biotechnology and molecular biology. These diagnostic products will allow for the diagnosis of and/or screening for infectious diseases, cancers, genetic defects and other medically pertinent diagnostic information. The Company operates a clinical reference laboratory which offers and provides diagnostic medical testing services to the health care community. The Company also is conducting research and development activities in the development of therapeutic products.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid debt instruments purchased with maturities of three months or less to be cash equivalents.

Cash equivalents consist of short-term debt securities of the U.S. government that the Company intends to hold to maturity which range from August 7, 1996 to September 30, 1996. The market values of these securities, as determined by quoted sources, approximated cost at July 31, 1996 and 1995.

CONCENTRATION OF CREDIT RISK

Approximately 86% and 85% at July 31, 1996 and 1995, respectively, of the Company's net accounts receivable relate to its clinical reference laboratory business which operates in the New York Metropolitan area. Concentration of credit risk with respect to accounts receivable are limited due to the diversity of the Company's client base. However, the

NOTE 1 - BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

CONCENTRATION OF CREDIT RISK (CONT'D)

Company provides services to certain patients covered by various third-party payors, including the Federal Medicare program. Revenue, net of contractual allowances, from direct billings under the Federal Medicare program during each of the fiscal years ended July 31, 1996, 1995 and 1994 approximated 14%, 12% and 17%, respectively of revenue. The Company recorded an additional provision for uncollectable accounts receivable of $3,500,000 based on trends that became evident in the fourth quarter, that additional reserves were needed primarily to cover lower collection rates under the Federal Medicare program and other third-party payors. Management is not aware of any material claims, disputes or settled matters concerning third-party reimbursement which would have a material effect on the Company's financial statements.

In April, 1994, the Company signed a non-exclusive worldwide distribution and supply agreement with Boehringer Mannheim Biochemicals. Under the terms of this agreement, Boehringer Mannheim distributes to the global medical research market, a broad range of biochemical products and reagents manufactures and supplied by Enzo. The agreement includes products based on nonradioactive. DNA probe technology and includes products that were developed and marketed by Boehringer Mannheim prior to agreement, as well as products developed by the Company, all of which are convered by Enzo patents. The agreement took effect in April 1994 and entends of the life of the last patent to expire for products involved. In February 1995, a distribution agreement was signed with Amersham International and includes a broad group of products developed and marketed by Amersham, as well as products developed by Enzo Diagnostics. All products are based on nonradioactive DNA labeling technoligies covered by Enzo patents.

At July 31, 1996 and 1995, 12% and 13% of the Company's net accounts receivable relate to amounts due from Boehringer Mannheim and Amersham collectively. Operating revenues from Boehringer Mannheim represented approximately 25% and 22% of consolidated operating revenues in fiscal 1996 and 1995, respectively.

INVENTORIES

Inventories are stated at the lower of cost (first-in, first-out method) or market.

PROPERTY AND EQUIPMENT

Equipment is being depreciated on the straight-line and accelerated methods over the estimated useful lives of the assets. Leasehold improvements are amortized over the term of the related leases or estimated useful lives of the assets, whichever is shorter.

AMORTIZATION OF INTANGIBLE ASSETS

The cost in excess of fair value of net tangible assets acquired is being amortized on the straight-line method over periods of twenty or forty years.

PATENT COSTS

The Company has filed applications for United States and foreign patents covering certain aspects of its technology. The costs incurred in filing such applications have been deferred and are amortized over the estimated useful lives of the patents beginning upon issue. Costs related to unsuccessful patent applications are expensed.

NOTE 1 - BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

REVENUE RECOGNITION

Revenues from services from the clinical reference laboratory are recognized when services are provided. The Company's revenue is based on amounts billed or billable for services rendered, net of contractual adjustments and other arrangements made with third-party payors to provide services at less than established billing rates. Revenues from research product sales are recognized when the products are shipped.

NET INCOME (LOSS) PER SHARE

Net income (loss) per share has been computed based upon the weighted average number of common shares and dilutive common stock equivalents outstanding during the year. In fiscal 1996, common stock equivalents have not been included because the effect of their inclusion would have been anti-dilutive. The net income (loss) per share amounts for fiscal 1996, 1995 and 1994 have been retroactively adjusted to reflect the 5% stock dividend declared in fiscal 1995 and for the 5% stock dividend declared in September 1996. For 1994, shares issuable upon conversion of the 9% convertible subordinated debentures are not common stock equivalents, are antidilutive and, therefore, are also excluded from the computation of net income (loss) per share.

USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and amounts of income and expenses during the reporting period. Actual results could differ from those estimates.

RECENTLY ISSUED ACCOUNTING STANDARDS

In March 1995, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of". This standard is effective for the Company's financial statements beginning in the first quarter of fiscal 1997. SFAS No. 121 establishes the accounting for the impairment of long-lived assets, certain identifiable intangibles and the excess of cost over net assets acquired, related to those assets to be held and used in operations, whereby impairment losses are required to be recorded when indicators of impairment are present and the undiscounted cash flows estimated to be

ENZO BIOCHEM, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

July 31, 1996, 1995 and 1994

NOTE 1 - BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)

RECENTLY ISSUED ACCOUNTING STANDARDS (CONT'D)

generated by those assets are less than the assets carrying amount. SFAS No. 121 also addresses the accounting for long-lived assets and certain identifiable intangibles that are expected to be disposed of. In the opinion of the Company's management, it is anticipated that the adoption of SFAS No. 121 will not have a material effect on the consolidated results of operations or financial condition of the Company.

In October 1995, the FASB issued SFAS No. 123, "Accounting for Stock-Based Compensation," which requires adoption of the disclosure provisions in fiscal 1997. The new standard defines a fair value method of accounting for the issuance of stock options and other equity instruments. Under the fair value method, compensation cost is measured at the grant date based on the fair value of the award and is recognized over the service period, which is usually the vesting period. Pursuant to SFAS No. 123, companies are encouraged, but are not required, to adopt the fair value method of accounting for employee stock- based transactions. Companies are also permitted to continue to account for such transactions under Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," but would be required to disclose in a note to the 1997 consolidated financial statements proforma net income and per share amounts as if the Company had applied the new method of accounting. SFAS No. 123 also requires increased disclosures for stock-based compensation arrangements. The Company has not yet determined if it will elect to change to the fair value method or provide the necessary proforma information, nor has it determined the effect the new standard will have on its operating and per share results should it elect to make such change.

ENZO BIOCHEM, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

July 31, 1996, 1995 and 1994

NOTE 2 - SUPPLEMENTAL DISCLOSURE FOR STATEMENT OF CASH FLOWS

Cash paid for interest reconciled to interest expense for the years ended July 31, 1996, 1995 and 1994 is as follows:

	1996	1995	1994
Cash paid for interest	$27,100	$166,400	$165,700
Plus non cash items:			
Increase (decrease) in accrued interest payable.	--	(30,000)	(51,300)
Interest expense	$27,100	$136,400	$114,400

In the years ended July 31, 1996, 1995 and 1994, the Company paid cash for income taxes of approximately $1,323,000, $232,000 and $94,000 respectively, and received refunds of income taxes previously paid of approximately $35,000 in fiscal 1996 and $27,000 in fiscal 1994.

OTHER NONCASH ITEMS:

During fiscal 1996, 1995 and 1994, the Company acquired property and equipment in the amount of $ 0, $129,300 and $76,400, respectively, which was financed through capital lease obligations.

During fiscal 1996, 1995 and 1994, approximately $1,418,000, $1,082,000 and $282,000, respectively, has been accrued for construction costs, rent and legal fees related to the New York City leasehold. Interest accretion on the capital lease obligation for the New York City leasehold was approximately $ 0, $318,000

and $331,000, for fiscal 1996, 1995 and 1994, respectively.

NOTE 2 - SUPPLEMENTAL DISCLOSURE FOR STATEMENT OF CASH FLOWS (CONT'D)

OTHER NONCASH ITEMS (CONT'D):

During fiscal 1994, Debentures of $262,000 were converted into 50,000 shares of the Company's Common Stock. On January 13, 1995, the Company paid in full the outstanding balance of the Debentures.

In fiscal 1994, the Company exchanged approximately $2,600,000 of accrued legal fees, construction costs and patent costs for approximately 205,000 shares of the Company's Common Stock. The Company also settled a lawsuit against the former owners of its subsidiary, Enzo Clinical Labs, Inc., by issuing approximately 190,000 shares with a market value of approximately $3,000,000 which was recorded against amounts due to former owners of $3,450,000 and the difference of $450,000 was recorded as a reduction of cost in excess of fair value of net tangible assets acquired. In fiscal 1995, the Company issued approximately 286,000 shares of common stock in exchange for approximately $2,900,000 in legal fees of which approximately $1,456,000 related to legal fees incurred in fiscal 1995.

NOTE 3 - INVENTORIES

At July 31, 1996 and 1995 inventories consist of:

	1996	1995
Raw materials	$74,000	$ 60,800
Work in process	1,232,000	1,508,200
Finished products	504,500	628,500
	$1,810,500	$2,197,500

NOTE 4 - PROPERTY AND EQUIPMENT

At July 31, 1996 and 1995 property and equipment consist of:

	1996	1995
Laboratory machinery and equipment	$1,964,100	$ 1,941,500
Leasehold improvements	2,194,300	2,146,200
Office furniture and equipment	3,639,000	3,422,400
	7,797,400	7,510,100
Accumulated depreciation and amortization	4,690,600	3,893,800
	3,106,800	3,616,300
Building under capital lease and related construction costs, including capitalized interest of $4,364,700 in 1995 and net of cumulative writedown to estimated fair market value of $19,901,000 in 1995	--	10,275,900
	$3,106,800	$13,892,200

In the fourth quarter of fiscal 1995, management decided that it was not in the

best interests of the Company to continue further renovations on the leasehold interest since the continuing expenses associated with such renovations were not deemed justifiable in light of the uncertainty of recoupment of such expenses and the likelihood of occupany was in question. A decision was made to dispose of the leasehold interest as is, and an independent appraisal of the leasehold interest on a liquidation basis indicated that a writedown of the leasehold interest was required in the amount of $11,400,000 which was recorded in the fourth quarter of fiscal 1995.

During fiscal 1996, the Company made extensive efforts to find a developer for the leasehold interest and the Company commenced negotiations with the City of New York to also assist the Company in identifying a buyer or developer for the leasehold interest. Simultaneously, the Company commenced negotations with the City for a full surrender of the leasehold interest back to the City. Based on the limited interest in the leasehold by any developer, the Company determined during the fourth quarter of fiscal 1996 that it was in the best interests of the Company to negotiate a complete and full settlement with the City and

On July 31, 1996, the Company negotiated a settlement with the City of New York to relieve the Company from any further obligations related to the lease and to return the building to the City and the Company agreed to pay the City $2,950,000 in full settlement of all of the City's claims for unpaid taxes and rent. The Company issued to the City 203,450 shares (213,623 shares after giving effect to the 5% stock dividend paid in October 1996) of the Company's common stock in August 1996 in consideration of the settlement amount. These shares were issued at the fair market value at the date of the Settlement for unpaid rent and payments in-leau of taxes of $2.95 million. If the City has not received the net proceeds of $2,950,000 upon the sale of such stock by March 17, 1997, the City shall return the remaining shares not sold, if any, and the Company shall pay the difference in cash. The Company would receive the net proceeds in excess of $2,950,000. The excess or deficiency of the net proceeds received by the Company or paid to the City shall be recorded to additional paid-in capital. As a result of this settlement with the City, the Company incurred a charge against earnings in the amount of approximately $7.6 million in the fourth quarter of fiscal 1996. The components of the $7.6 million charge included a writedown of the leasehold interest of $6.2 million and for unpaid payments in-lieu-of taxes and rent on the leasehold of $1.4 million. Of the settlement of $2.95 million payments in-lieu-of taxes and unpaid rent, $1.55 million was recorded prior to fiscal 1996 and the balance of $1.4 million was recorded in fiscal 1996.

NOTE 5 - LOAN PAYABLE AND LONG-TERM DEBT

At July 31, 1996 and 1995, long-term debt consists of the following:

	1996	1995
8.75% loan payable to bank at $3,360 per month through 1998	$81,200	112,900
Less current portion	34,600	31,700
Total long-term debt	$46,600	$81,200

NOTE 6 - LEASE OBLIGATIONS

CAPITAL LEASES

In December 1985, the Company entered into an agreement with the City of New York to lease, over a fifty-year term, a building located in New York City. In the fourth quarter of fiscal 1996, the Company negotiated a settlement with the City of New York to relieve the Company from any further obligations related to the lease and to return the building to the City (see Note 4).

The Company also leases certain office equipment and computers under capital

leases. The cost and accumulated amortization of assets acquired under capitalized leases is approximately $259,000 and $144,000 at July 31, 1996 and $3,529,000 and $94,000 at July 31, 1995, respectively.

NOTE 6 - LEASE OBLIGATIONS (CONT'D)

OPERATING LEASES (CONT'D)

Minimum annual rentals under capital lease obligations for fiscal years ending July 31 are as follows:

	EQUIPMENT LEASES
1997	$ 37,700
1998	33,900
1999	33,900
2000	8,400
Total of future annual minimum lease payments	113,900
Less amount representing interest	18,100
Present value of minimum lease payments	$ 95,800

OPERATING LEASES

Enzo Clinical Labs, Inc., ("Enzo Clinical Labs"), a wholly-owned subsidiary of the Company, leases its office and laboratory space under several leases which expire between September 1, 1994 and November 30, 2004. Certain officers of the Company own the building which Enzo Clinical Labs uses as its main facility. In addition to the minimum annual rentals of space, this lease is subject to an escalation clause. Rent expense under this lease approximated $751,000, $684,000 and $683,000 in fiscal 1996, 1995 and 1994, respectively.

Total consolidated rent expense incurred by the Company during fiscal 1996, 1995 and 1994 was approximately $1,227,000, $1,132,000 and $1,108,000, respectively. Minimum annual rentals under operating lease commitments for fiscal years ending July 31 are as follows:

1997	1,053,000
1998	1,129,000
1999	1,092,000
2000	1,094,000
2001	1,071,000
Thereafter	1,406,000
	$6,845,000

NOTE 7 - LITIGATION

ORTHO DIAGNOSTIC SYSTEMS, INC.

On January 1, 1985, the Company entered into a follow-on agreement with Ortho Diagnostic Systems, Inc. ("Ortho"), a subsidiary of Johnson and Johnson, Inc. ("J&J") pursuant to the 1982 agreement, whereby Ortho agreed to pay the Company

$11,000,000 over a four and one-half year period on a cost recovery basis in support of research and development projects. Ortho paid $4,500,000 to the Company under this agreement up to January 1987 at which time Ortho indicated its intention to suspend future scheduled payments under the agreements pending resolution of certain matters. At July 31, 1994, the Company had a receivable from Ortho of approximately $6,500,000. Even though the Company continued to perform its obligations under the agreements, it provided a total of $6,500,000 in prior years for the potentially uncollectable receivable from Ortho pending resolution of the disputed items and the outcome of the civil suit filed by the Company against Ortho and J&J. This allowance for uncollectable receivable of $6,500,000 was reversed in the fourth quarter of fiscal 1994 due to the resolution of this matter, as discussed below.

The outside legal counsel was compensated on a contingency basis. During fiscal 1995, the Company issued approximately 110,000 shares in exchange for $1.1 million in accrued legal fees.

On October 19, 1994, the Company executed a settlement agreement with J&J pursuant to which the Company received $15.0 million in cash, of which $6.5 million related to amounts due under the agreements referred to above, and a promissory note requiring J&J Ortho to pay a total of $5.0 million a year for each of the four successive anniversaries of said date. Pursuant to the terms of the settlement, all of the Company's grants, licenses and intellectual property have been returned to the Company in totality. These future payments are recorded at their net present value of $14.1 million at July 31, 1996 in the accompanying consolidated balance sheet, using a discount rate of 5.25%.

CALGENE, INC.

In March 1993, the Company filed suit in the United States District Court for the District of Delaware charging patent infringement and acts of unfair competition against Calgene, Inc. and seeking a declaratory judgment of invalidity concerning Calgene, Inc.'s plant antisense patent. On February 9, 1994, the Company filed a second suit in the United States District Court for the District of Delaware charging Calgene with infringement of a second antisense patent owned by the Company. Calgene filed a counterclaim in the second

NOTE 7 - LITIGATION (CONT'D)

CALGENE, INC. (CONT'D)

Delaware action seeking a declaration that a third patent belonging to the Company is invalid. The two Delaware actions were consolidated and were tried to the Court in April 1995. In addition, the Company filed suit on March 22, 1994 in the United States District Court for the Western District of Washington against Calgene and the Fred Hutchinson Cancer Research Center, alleging that the defendants had conspired to issue a false and misleading press release regarding a supposed "patent license" from Hutchinson to Calgene, and conspired to damage the Company's antisense patents by improperly using confidential information to challenge them in the Patent Office. The Complaint further charges that Hutchinson is infringing and inducing Calgene to infringe the Company's antisense patents.

On February 2, 1996, the Delaware Court issued an opinion ruling against Enzo and in favor of Calgene, finding certain Enzo claims infringed, but the patent, as a whole not infringed, and finding the claims at issue for lack of enablement. Calgene's patent was found valid (non-obvious) over the prior art. On February 29, 1996, the Delaware Court issued an Order withdrawing its February 2, 1996 Opinion. Enzo intends to appeal from any adverse judgment. There can be no assurance that the Company will be successful in any of the foregoing matters or that Calgene, Inc. and/or Hutchinson will not be successful. However, even if the Company is not successful management does not believe there will be a significant monetary impact.

NOTE 8 - INCOME TAXES

The tax provision (benefit) is calculated under the provisions in Statement of Financial Accounting Standards (SFAS) No. 109 "Accounting for Income Taxes".

	1996	1995	1994

Current			
Federal	--	$400,000	--
State and local	199,100	881,900	$104,300
Deferred			
Federal	--	5,650,000	--
State and local	--	1,799,300	(49,300)
Change in deferred tax asset valuation reserve related to net operating losses	--	(4,600,000)	(3,000,000)
Provision (benefit) for income taxes	$199,100	$4,131,200	$(2,945,000)

NOTE 8 - INCOME TAXES (CONT'D)

Current income taxes provided for in fiscal 1996 relate primarily to state and local taxes computed based upon capital.

Current income taxes of approximately $1,300,000 provided for in the fourth quarter of fiscal 1995 are primarily calculated on the alternative minimum tax method.

Deferred income taxes arise from temporary differences between the tax basis of assets and liabilities and their reported amounts in the financial statements. The components of deferred income taxes are as follows:

	1996	1995	1994
Deferred tax liability:			
Deferred patent costs	$(2,037,000)	$(2,076,000)	$(2,110,000)
Other	--	(310,000)	(310,000)
Total deferred tax liabilities	(2,037,000)	(2,386,000)	(2,420,000)
Deferred tax assets:			
Writedown of leasehold interest	--	7,573,000	3,390,000
Provision for uncollectable accounts receivable and research contract	1,240,000	574,000	490,000
Net operating loss carryforwards	9,543,000	36,000	8,199,000
Alternative minimum tax credits	403,000	600,000	--
Other	422,000	352,000	282,000
	11,608,000	9,135,000	12,361,000
Valuation allowance for deferred tax assets	(9,571,000)	(6,749,000)	(7,092,000)
Net deferred tax asset (liability)	$ 0	$ 0	$2,849,000

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax asset will be realized. The ultimate realization of the deferred tax asset is dependent upon the generation of future taxable income. Management considers scheduled reversals of deferred tax liabilities, projected future taxable income and tax planning strategies which can be implemented by the Company in making this assessment. The Company has provided a full valuation allowance for the net deferred tax asset at July 31, 1996 and 1995. The

NOTE 8 - INCOME TAXES (CONT'D)

decrease in the valuation allowance for deferred tax assets of $4,084,000 in fiscal 1994 relates primarily to the expected utilization of net operating loss carryforwards and deferred tax assets related to the Johnson & Johnson, Inc. settlement (see Note 7).

The Company has net operating loss carryforwards of approximately $22.8 million which are due to expire in 2011. The Company also has alternative minimum tax credits which are due to expire in 2001.

The provision (benefit) for income taxes were at rates different from U.S. federal statutory rates for the following reasons:

	1996	1995	1994
Federal statutory rate	34%	34%	34%
Expenses not deductible for income tax return purposes	(2%)	2%	7%
State income taxes, net of federal	(2%)	10%	2%
No benefit for operating losses	(33%)	44%	(41%)
Change in valuation reserve related to benefits from operating losses	--	(48%)	(139%)
	(3%)	42%	(137%)

NOTE 9 - STOCK OPTIONS AND WARRANTS

The Company has a nonqualified stock option plan, an incentive stock option plan and a restricted stock incentive plan and has issued other options and warrants, as described below. All share information has been adjusted to reflect the 5% stock dividends declared on September 13, 1996 and June 5, 1995.

NONQUALIFIED STOCK OPTION PLAN

The Company has a nonqualified stock option plan (the "Plan") under which options for up to 793,800 shares of Common Stock may be issued. No additional options may be granted under such plan. The exercise price of options granted under the terms of the Plan will be determined by the Board of Directors.

NOTE 9 - STOCK OPTIONS AND WARRANTS (CONT'D)

A summary of nonqualified stock option transactions for the three years ended July 31, 1996 is as follows:

	NUMBER OF SHARES	EXERCISE PRICE
Outstanding - July 31, 1993	168,384	$3.07
Exercised	(13,892)	$3.07
Outstanding - July 31, 1994 and 1995	154,492	$3.07
Exercised	(21,525)	$3.07
Outstanding - July 31, 1996	132,967	$3.07

The options granted are generally exercisable at 25% per year after one year and expire ten years after the date of grant and, at July 31, 1996 all nonqualified options were exercisable.

INCENTIVE STOCK OPTION PLAN

The Company has an incentive stock option plan ("1983 plan") under which the Company may grant options for up to 992,250 shares of common stock. No additional options may be granted under the 1983 plan. The exercise price of options granted under such plan is equal to or greater than fair market value of the common stock on the date of grant. The Company has stock option plans ("1993 plan" and "1994 plan") under which the Company may grant options for up to 1,653,750 shares (1993 plan) and for up to 1,047,375 shares (1994 plan) of common stock. The options granted pursuant to the plans may be either incentive stock options or nonstatutory options. To date, the Company has only granted incentive stock

NOTE 9 - STOCK OPTIONS AND WARRANTS (CONT'D)

options under these plans. A summary of incentive stock option transactions for the three years ended July 31, 1996 is as follows:

	NUMBER OF SHARES	EXERCISE PRICE
Outstanding - July 31, 1993	1,118,055	$1.36 - 7.03
Exercised	(42,557)	$1.36 - 4.09
Canceled	(140,079)	$1.36 - 7.03
Issued	758,582	$8.96 - 14.52
Outstanding - July 31, 1994	1,694,001	$1.36 - 14.52
Exercised	(115,938)	$1.36 - 7.03
Canceled	(2,756)	$3.07
Issued	298,778	$8.73 - 10.31
Outstanding - July 31, 1995	1,874,085	$1.36 - 14.52
Exercised	(117,210)	$1.36 - 9.07
Canceled	(67,961)	$1.36 - 9.07
Issued	357,525	$13.57 - 18.81
Outstanding - July 31, 1996	2,046,439	$1.36 - 18.81

Incentive stock options generally become exercisable at 25% per year after one year and expire ten years after the date of grant. At July 31, 1996, under the incentive stock option plans 1,049,837 options were exercisable.

RESTRICTED STOCK INCENTIVE PLAN

The Company has a restricted stock incentive plan whereby the Company may award up to 220,500 shares of its common stock. Under the terms of the plan, any shares issued are restricted in regard to sales and transfers for a period of five years after award. Such restrictions begin to expire at 25% per year after the second year of ownership. As of July 31, 1996, the Company has not awarded any shares of common stock under this plan.

NOTE 9 - STOCK OPTIONS AND WARRANTS (CONT'D)

OTHER OPTIONS AND WARRANTS

In fiscal 1982, the Company issued 33,736 warrants in connection with the sale of stock. These warrants were exercisable at $8.31 per share through June 1996 of which 16,868 warrants were exercised in fiscal 1994 and in fiscal 1996. As part of the restructuring of the Debenture in November 1991, the Company issued additional warrants to purchase 283,343 shares of common stock with an exercise price of $1.81 per share expiring ten years after the date of issue. In fiscal 1996, 1995 and 1994, 7,140, 4410 and 92,059 of these warrants were exercised, respectively. In connection with the issuance of newly issued shares of the Company's Common Stock to a private investor in fiscal 1994, the Company issued warrants to purchase 275,625 shares of common stock with exercise prices ranging from $7.26 to $10.89 per share. In fiscal 1996, 1995 and 1994, 121,275, 110,250 and 44,100 of these warrants were exercised, respectively. In fiscal 1996, the Company issued warrants to purchase 85,575 shares of common stock with an exercise price ranging from $9.51 to $16.67 per share which expire five years after the date of issue. In fiscal 1996, 9,975 of these warrants were exercised and 12,075 were cancelled.

* * * * *

As of July 31, 1996, the Company has reserved 4,334,058 shares under the arrangements described above.

NOTE 10 - COMMITMENTS

The Company has an exclusive licensing agreement to an invention covered by licensed patents. Under this agreement, the Company is required to make certain minimum royalty payments of $200,000 per year through the life of the patents.

Note 11 - Lines of business

The Company operates two lines of business: (i) conducting research and development activity and selling products derived from such research and (ii) operating clinical reference laboratories which provide diagnostic services to the health care community. The following financial information (in thousands) with respect to such lines of business (industry segments) is based on the guidelines contained in Statement of Financial Accounting Standards No. 14.

	AT JULY 31, 1996 AND FOR THE YEAR THEN ENDED			AT JULY 31, 1995 AND FOR THE YEAR THEN ENDED		
	RESEARCH AND DEVELOPMENT	CLINICAL REFERENCE LABORITORIES	TOTAL	RESEARCH AND DEVELOPMENT	CLINICAL REFERENCE LABORITORIES	TOTAL
<C>	<C>	<C>	<C>	<C>	<C>	<C>
Operating revenues:						
Sales and diagnostic services	$12,946	$21,544	$34,490	$9,548	$22,152	$31,700
Operating profit (loss)	$449	$124	$573	$479	$2,146	$2,625

Investment income			1,667			1,077
Corporate expenses			(2,135)			(4,413)
Writedown of leasehold interest and related costs			(7,613)			(11,400)
Recovery of research contract receivable			--			--
Litigation settlement, net of legal fees			--			21,860
			------			------
Income (loss) before provision (benefit) for taxes on income and extraordinary items			$(7,508)			$9,749
			=======			======
Identifiable assets	$22,309	$22,731	$45,040	$27,196	$23,867 (a)	$51,063
	=======	=======		=======	=======	
Corporate assets, principally cash and cash equivalents, short-term investments, deferred financing costs, building under capital leases and funds held in escrow			17,798			21,395
			------			------
			$62,838			$72,458
			=======			=======
Depreciation and amortization	$576	$1,236	$1,812	$514	$1,202	$1,716
	====	======	======	====	======	======
Property and equipment expenditures	$45	$388	$433	$41	$989	$1,030
	===	====		===	====	
Corporate property and equipment expenditures			266			132
			---			---
			$699			$1,162
			====			======

	AT JULY 31, 1994 AND FOR THE YEAR THEN ENDED		
	RESEARCH AND DEVELOPMENT	CLINICAL REFERENCE LABORITORIES	TOTAL
<S>	<C>	<C>	<C>
Operating revenues:			
Sales and diagnostic services	$5,183	$17,616	$22,799
	======	=======	=======
Operating profit (loss)	($493)	($659)	($1,152)
	======	=======	
Investment income			202
Corporate expenses			(2,794)
Writedown of leasehold interest and related costs			(600)
Recovery of research contract receivable			6,500

Litigation settlement, net of legal fees			--
Income (loss) before provision (benefit) for taxes on income and extraordinary items			$2,156
Identifiable assets	$17,261	$20,393 (a)	$37,654
Corporate assets, principally cash and cash equivalents, short-term investments, deferred financing costs, building under capital leases and funds held in escrow			27,389
			$65,043
Depreciation and amortization	$484	$1,061	$1,545
Property and equipment expenditures	$16	$839	$855
Corporate property and equipment expenditures			930
			$1,785

</TABLE>

(a) Includes cost in excess of fair value of net tangible assets acquired of $9,675 in 1996, $10,046 in 1995, and $10,391 in 1994.

NOTE 12 - EMPLOYEE BENEFIT PLAN

The Company has a qualified Salary Reduction Profit Sharing Plan (the "Plan") for eligible employees under Section 401(k) of the Internal Revenue Code. The Plan provides for voluntary employee contributions through salary reduction and voluntary employer contributions at the discretion of the Company. For the years ended July 31, 1996, 1995 and 1994, the Company has authorized employer contributions of 25% of the employees' contribution up to 6% of the employees' compensation in Enzo Biochem, Inc. common stock. The 401(k) employer contributions expense converted into the Company's common stock was $145,800 in fiscal year 1996. The 401(k) employer contribution expense in 1995 and 1994 was not material.

NOTE 13 - SUPPLEMENTARY EARNINGS PER SHARE

The Company converted $262,000 in principal of the Company's outstanding Debentures into 52,500 shares of Common Stock in 1994. Pro forma earnings per share information as if the conversion had occurred at the beginning of the period would be as follows:

	1994
Income before extraordinary items	$.22
Extraordinary items	.01
Net income	$.23
Weighted average common shares	22,632,800

NOTE 14 - STOCK DIVIDEND

On June 5, 1995, the Company declared a 5% stock dividend paid July 31, 1995 to shareholders of record as of July 3, 1995. The stock price on the date of declaration was $10.125. The dividend has been charged against accumulated deficit to the extent of net income in fiscal 1995. On September 13, 1996, the Company declared another 5% stock dividend payable on October 29, 1996 to shareholders of record as of October 8, 1996.

ENZO BIOCHEM, INC.
SCHEDULE II - VALUATION
AND QUALIFYING ACCOUNTS
YEARS ENDED JULY 31, 1996, 1995 AND 1994

<TABLE>
<CAPTION>

DESCRIPTION	BALANCE AT BEGINNING OF PERIOD	ADDITIONS: CHARGED TO COSTS AND EXPENSES	ADDITIONS: CHARGED TO OTHER ACCOUNTS	(ADDITIONS) DEDUCTIONS	BALANCE AT END OF PERIOD
<S>	<C>	<C>	<C>	<C>	
1996					
Allowance for doubtful accounts receivable	$2,127,000	$6,702,900	-	$3,431,900(1)	$5,398,000
Allowance for deferred tax valuation	$6,749,000	-	-	$(2,822,000)	$9,571,000
1995					
Allowance for doubtful accounts receivable	$1,956,000	$3,845,600	-	$3,674,600(1)	$2,127,000
Allowance for deferred tax valuation	$7,092,000	-	-	$343,000(1)	$6,749,000
1994					
Allowance for doubtful accounts receivables	$2,016,000	$3,504,300	-	$3,564,300(1)	$1,956,000
Allowance for deferred tax valuation	$11,176,000	-	-	$4,084,000	$7,092,000
Allowance for doubtful research contract receivable	$6,500,000	-	-	$6,500,000(2)	$ -

</TABLE>

(1) Write-off of uncollectable accounts receivable.
(2) Recovery of research contract receivable.

EXHIBIT INDEX

Exhibit No	Description
10(y)	Agreement with Corange International Limited (Boehringer Mannheim) effective April 1994. (1)
10(z)	Agreement with Amersham International effective February 1995. (1)
10(aa)	Agreement with Dako A/S effective May 1995. (1)
10(bb)	Agreement with Baxter Healthcare Corporation (VWR Scientific Products) effective September 1995. (1)
10(cc)	Agreement with Yale University and amendments thereto. (1)
10(dd)	Agreement with The Research Foundation of the State of New York effective May 1987. (1)

23	Consent of Independent Auditors filed herewith.

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(1) These exhibits are subject to a confidential treatment request pursuant to Securities Exchange Act Rule 24b-2

EXHIBIT 10(y)

DISTRIBUTION AND SUPPLY AGREEMENT
BETWEEN ENZO BIOCHEM, INC. AND CORANGE INTERNATIONAL LIMITED
April 25, 1994

This agreement is entered into effective this 25th day of April, 1994, by and among Enzo Biochem, Inc. and Enzo Diagnostics, Inc., a wholly-owned subsidiary of Enzo Biochem, Inc. (collectively referred to hereafter as "ENZO"), New York corporations having their principal places of business at 60 Executive Boulevard, Farmingdale, NY 11735, U.S.A., and Corange International Limited, a Bermuda corporation having its principal place of business at 22 Church Street, Hamilton, Bermuda HM HX ("CIL").

WHEREAS, ENZO owns or has rights to certain PATENTS listed in APPENDIX A ("PATENTS");

WHEREAS, CIL wishes to market and sell certain PRODUCTS ("PRODUCT(S)"), covered by claims of PATENTS, into the research products market worldwide;

WHEREAS, ENZO wishes CIL to market and sell certain PRODUCTS, covered by claims of PATENTS, into the research products market worldwide;

WHEREAS, ENZO manufactures or will manufacture certain PRODUCTS;

WHEREAS, ENZO desires to have CIL manufacture for ENZO certain PRODUCTS within the scope of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, the parties hereto agree as follows:

I. Definitions

AFFILIATE means an entity controlled by or under common control with another entity within the Corange Limited group of companies. For purposes of this Agreement, control shall mean the ownership of a majority of the common stock or the majority of the voting equity interest. Unless the context otherwise requires, "CIL" shall be deemed to refer to Corange International Limited and its AFFILIATES.

GROUP A PRODUCT means a product that is a nucleotide, oligonucleotide or polynucleotide with a signal generating moiety, the manufacture, use or sale of which is covered by claims of a PATENT and that is not a group A1 product. The current GROUP A PRODUCTS are listed on EXHIBIT A to this Agreement.

GROUP A1 PRODUCT means a product that is a nucleotide, oligonucleotide or polynucleotide with a signal generating moiety, the manufacture, use or sale of which is covered by claims of a PATENT and that requires additional complex proprietary manufacturing know-how CIL. The current GROUP A1 PRODUCTS are listed on EXHIBIT A1 to this Agreement.

GROUP C PRODUCT means a product (i) is not a GROUP A PRODUCT or a GROUP A1 PRODUCT, the use of which is covered by claims of a PATENT. The current GROUP C PRODUCTS are listed on EXHIBIT C to this Agreement.

GROUP D PRODUCT means a product that may or may not infringe claims of a patent which the parties have agreed that CIL shall manufacture, or have manufactured, and sell.

GROUP E1 PRODUCT means a KIT manufactured by ENZO. The current GROUP E1 PRODUCTS are listed on EXHIBIT E1 to this Agreement.

GROUP E2 PRODUCT means a product currently manufactured by ENZO that is not part of a KIT. The current GROUP E2 PRODUCTS are listed on EXHIBIT E2 to this Agreement.

GROUP K PRODUCT means a KIT sold by CIL that contains RAW MATERIALS. The current GROUP K PRODUCTS are listed on EXHIBIT K to this Agreement.

GROUP K1 PRODUCT means (i) a KIT sold by CIL that does not contain RAW MATERIALS but contains a component that, if sold individually, would be a GROUP K1 PRODUCT, or (ii) a component requiring manufacturing processes in addition to labeling on the base, sugar or phosphate. The current GROUP K1 PRODUCTS are listed on EXHIBIT K1 to this Agreement.

ENZ-1 DIV 3 CLAIMS means the claims contained in the U.S. patent application USSN 07/130,170, filed December 7, 1987, as allowed by the United States Patent and Trademark Office in the notice of allowance dated November, 1993, or the equivalent claims (or equivalent composition claims) in a foreign patent.

ENZ-7 COMPOSITION CLAIMS means composition or apparatus claims contained in U.S. Patent No. 4,994,373 (USSN 385986 filed July 20, 1989) or any patent issuing from any parent, continuation, reissue or division of such patent, or any foreign counterpart thereto or comparable claims in any PATENT, that, in mutual agreement between CIL and ENZO or through the final judgment of a court of law, are infringed by a product sold by CIL.

ENZO SELLING PRICE means the higher of (i) the actual selling price of a GROUP A1, C, K OR K1 product less the usual trade discounts actually allowed, and credits actually given for returns allowances or trades; or *.

PATENTS means patents throughout the world owned or licensed by ENZO. Issued PATENTS are listed in APPENDIX A to this Agreement, which APPENDIX is subject to periodic supplementation upon the issuance of PATENTS.

PRODUCTS means collectively all GROUP A PRODUCTS, GROUP A1 PRODUCTS, GROUP C PRODUCTS, GROUP D PRODUCTS, GROUP E1 PRODUCTS, GROUP E2 PRODUCTS, GROUP K PRODUCTS, and GROUP K1 PRODUCTS.

FORCE MAJEURE means a cause beyond the control of a party, including but not limited to acts of God, acts, laws or regulations of any government, civil disorder, strikes, destruction of production facilities or material by fire, water, earthquake or storm, epidemics and failures of public utilities or common carriers.

KIT means a PRODUCT containing two or more vials of reagents or other components that are optimized to allow the user to perform a function.

RAW MATERIALS means a GROUP A PRODUCT or a material that is included as a component of a KIT for which ENZO has PATENTS.

MANUFACTURING TRANSITION PERIOD is defined in Section VII.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

SELLING PRICE means the actual selling price of a PRODUCT to a CIL customer that is the end user of the PRODUCT, less the usual trade discounts actually allowed, and credits actually given for returns, allowances or trades.

II. Sale Of PRODUCTS.

ENZO hereby appoints, and CIL accepts appointment, subject to the conditions set forth herein, as a nonexclusive distributor for the distribution and sale of PRODUCTS to the research market subject to the conditions of this Agreement.

A. GROUP A PRODUCTS.

1. Manufacture and Sale. ENZO or its designee shall manufacture, sell and deliver to CIL and CIL shall purchase exclusively from ENZO (after the MANUFACTURING TRANSITION PERIOD with respect to each GROUP A PRODUCT) such quantities of the GROUP A PRODUCTS as CIL may order in accordance with this Agreement. CIL shall have the right to sell GROUP A PRODUCTS worldwide within the scope of this Agreement.

2. Packaging. Each of the GROUP A PRODUCTS shall be packaged in CIL-designated packaging and labeling; provided, however, that such packaging shall acknowledge ENZO as provided in this Agreement and that such packaging shall not be changed by CIL to become unduly burdensome to ENZO.

3. Specifications. Each GROUP A PRODUCT shall conform to the specifications for it agreed to by ENZO and by CIL.

4. Changes to Exhibit A. CIL may request that ENZO add to EXHIBIT A and manufacture and sell to CIL additional products that are nucleotides, oligonucleotides or polynucleotides with a signal generating moiety, which CIL believes to be GROUP A PRODUCTS, the manufacture, use or sale of which are covered by PATENTS, provided that CIL may not add any additional product for any period during which ENZO has a prior exclusive commitment to a third party. If ENZO desires to manufacture such additional products, then such additional products shall be added to EXHIBIT A and the parties shall immediately enter into good faith negotiations on specifications and price. If ENZO does not desire to manufacture such additional products, such additional products shall

be added to EXHIBIT A1 for manufacture by or for CIL under the terms of this Agreement.

ENZO shall have the right at any time, upon its representation to CIL that it desires to commence manufacture and supply of such additional products, to transfer such additional products from the status of GROUP A1 PRODUCTS to GROUP A PRODUCTS.

B. GROUP A1 PRODUCTS.

1. Manufacture and Sale. ENZO shall engage CIL to manufacture GROUP A1 PRODUCTS in accordance with ENZO's specifications. CIL shall have the right to sell GROUP A1 PRODUCTS worldwide within the scope of this Agreement.

2. Changes to Exhibit A1. CIL may add to EXHIBIT A1 additional products that fall within the definition of GROUP A1 PRODUCTS by giving ENZO notice to that effect. In the event CIL gives notice to ENZO of an additional product to be included as a GROUP A1 PRODUCT, and ENZO proves by its laboratory and other documentary evidence, that it has been working on a project within the last six (6) months to develop commercially the same PRODUCT and added to EXHIBIT A.

C. GROUP C PRODUCTS.

1. Manufacture and Sale. ENZO shall engage CIL to manufacture GROUP C PRODUCTS. CIL shall have the right to sell GROUP C PRODUCTS worldwide within the scope of this Agreement.

2. Changes to Exhibit C. CIL may add additional products to EXHIBIT C by giving ENZO notice to that effect.

D. GROUP D PRODUCTS.

1. Manufacture and Sale. CIL shall have the right to manufacture, have manufactured, and sell GROUP D PRODUCTS worldwide.

2. Changes to Exhibit D. The parties may mutually consent to include additional products as GROUP D PRODUCTS, which consent shall not be unreasonably withheld.

3. No Acknowledgement. The foregoing does not constitute an acknowledgement by CIL that any agreement or license from ENZO is necessary in order for CIL to sell or CIL's customers to use GROUP D PRODUCTS.

E. GROUP K PRODUCTS.

1. Manufacture and Sale of KITS. ENZO shall engage CIL to manufacture (except for RAW MATERIALS, which shall be manufactured by ENZO subject to the terms of this Agreement) GROUP K PRODUCTS in accordance with ENZO's specifications. CIL shall have the right to sell GROUP K PRODUCTS worldwide within the scope of this Agreement.

2. Supply of RAW MATERIALS. ENZO shall supply to CIL and CIL shall purchase exclusively from ENZO (after the MANUFACTURING TRANSITION PERIOD) such quantities of the RAW MATERIALS as CIL may order in accordance with this Agreement.

3. RAW MATERIAL Specifications. RAW MATERIALS shall conform to the specifications agreed to by ENZO and by CIL.

4. Changes Exhibit K. CIL may add additional products to EXHIBIT K by giving ENZO notice to that effect, provided that CIL may not add any additional product for any period during which ENZO has a prior exclusive commitment to a third party. ENZO shall use its best efforts to manufacture and sell RAW MATERIALS for such additional GROUP K products to CIL. Until such time as ENZO elects to scale up manufacture of such RAW MATERIAL, ENZO shall request that CIL manufacture the RAW MATERIALS for such additional GROUP K PRODUCTS.

F. GROUP K1 PRODUCTS.

1. Manufacture and Sale of KITS. ENZO shall engage CIL to manufacture, or have manufactured, GROUP K1 PRODUCTS worldwide within the scope of this Agreement. CIL shall have the right to sell GROUP K1 PRODUCTS worldwide within the scope of this Agreement.

2. Changes to Exhibit K1. CIL may add to EXHIBIT K1 additional products that fall within the definition of GROUP K1 PRODUCTS by giving ENZO

notice to that effect.

G. GROUP E1 PRODUCTS.

1. Manufacture and Sale. ENZO shall manufacture, sell and deliver to CIL, and CIL shall purchase exclusively from ENZO such quantities of the GROUP E1 PRODUCTS as CIL may order in accordance with this Agreement. CIL shall have the right to sell GROUP E1 PRODUCTS worldwide within the scope of this Agreement.

2. Packaging. Each of the GROUP E1 PRODUCTS shall be packaged in CIL-designated packaging and labeling; provided, however, that such packaging shall acknowledge ENZO as provided in this Agreement and that such packaging shall not be unduly burdensome to ENZO.

3. Specifications. Each GROUP E1 PRODUCT shall conform to the specifications for it agreed to by ENZO and by CIL.

4. Changes to EXHIBIT E1. CIL may request from time to time that ENZO add to EXHIBIT E1. Upon acceptance, ENZO shall use its best efforts to manufacture and sell such products to CIL. ENZO shall inform CIL, under the terms of this Agreement, of any changes in its product offering that may be added to EXHIBIT E1.

H. GROUP E2 PRODUCTS.

1. Manufacture and Sale of KITS. ENZO shall manufacture, sell and deliver to CIL, and CIL shall purchase exclusively from ENZO such quantities of the GROUP E2 PRODUCTS as CIL may order in accordance with this Agreement. CIL shall have the right to sell GROUP E2 PRODUCTS worldwide within the scope of this Agreement.

2. Packaging. Each of the GROUP E2 PRODUCTS shall be packaged in CIL-designated packaging and labeling; provided, however, that such packaging shall acknowledge ENZO as provided in this Agreement and that such packaging shall not be unduly burdensome to ENZO.

3. Specifications. Each GROUP E2 PRODUCT shall conform to the product specifications agreed upon by ENZO and CIL.

4. Changes to EXHIBIT E2. CIL may request from time to time that ENZO add to EXHIBIT E2. Upon acceptance, ENZO shall use its best efforts to manufacture and sell such products to CIL. ENZO shall inform CIL, under the terms of this Agreement, of any changes in its product offering that may be added to EXHIBIT E2.

III. Sale of GROUP A1, C, K and K1 PRODUCTS BY ENZO.

CIL appoints, and ENZO accepts appointment, subject to the conditions set forth herein, as a non-exclusive distributor for the worldwide distribution and sale of GROUP A1, C, K, and K1 PRODUCTS, subject to the following conditions:

A. SUPPLY ARRANGEMENT.

ENZO shall purchase its requirements for GROUP A1, C, K and K1 PRODUCTS from CIL. Such supply arrangement shall

be on an exclusive basis worldwide. If, at any time after the first anniversary of the issuance of a United States patent to CIL covering digoxigenen labeled nucleotides, oligonucleotides or polynucleotides (a "dig patent"), and during the term of this Agreement, such dig patent is or appears to be infringed by a third party in connection with the sale of a product in competition with the PRODUCTS described herein, the party having knowledge thereof shall notify the other and the parties shall consult to consider what, if any, action should be taken. The decision regarding institution of proceedings to abate the infringement shall be at CIL's discretion, and in the event CIL elects to initiate legal proceedings, ENZO shall give CIL all reasonable assistance in such proceedings. In the event CIL shall elect not to institute infringement proceedings, and if ENZO can show, by market research performed by a researcher mutually acceptable to both parties, that infringing sales exceed 20% of the market for a particular PRODUCT, the payment to CIL for such PRODUCT pursuant to this Agreement shall be reduced by 25% until CIL commences legal action against such infringer of settlement has been reached between such infringer and CIL. The foregoing sentence does not constitute a validation, endorsement or belief (express or implied) on the part of ENZO in the validity of any CIL patent claims. PRODUCT specifications, etc. shall be identical in all respects to

PRODUCT distributed by CIL. Labeling of any such PRODUCTS shall not include any reference to CIL except as may be required by law.

B. SALE TO END USERS.

ENZO shall sell PRODUCT exclusively to end users, and not for distribution or resale.

C. PAYMENT TO CIL.

In consideration of the right to distribute GROUP A1, C, K AND K1 PRODUCTS, ENZO will pay CIL:

1. For all GROUP A1 PRODUCTS sold by ENZO to end users, ENZO will pay CIL an amount equal to * of the ENZO SELLING PRICE of such GROUP A1 PRODUCTS. Notwithstanding the foregoing, ENZO will pay CIL an amount equal to * of the ENZO SELLING PRICE of any such GROUP A1 PRODUCTS sold in any country where a dig patent has not issued

2. For all GROUP C PRODUCTS sold by ENZO to end users, ENZO will pay CIL an amount equal to * of the ENZO SELLING PRICE of such GROUP C PRODUCTS. Notwithstanding the foregoing, ENZO will pay CIL an amount equal to *% of the ENZO SELLING PRICE of any such GROUP C PRODUCTS sold in any country where a dig patent has not issued

3. For all GROUP K PRODUCTS sold by ENZO to end users, ENZO will pay CIL an amount equal to * of the ENZO SELLING PRICE of such GROUP K PRODUCTS.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

4. For all GROUP K1 PRODUCTS sold by ENZO to end users, ENZO will pay CIL an amount equal to * of the ENZO SELLING PRICE of such GROUP K1 PRODUCTS. Notwithstanding the foregoing, ENZO will pay CIL an amount equal to *% of the ENZO SELLING PRICE of any such GROUP K1 PRODUCTS sold in any country where a dig patent has not issued.

D. Shipping Terms. All PRODUCTS ordered by ENZO for sale on its own account shall be shipped by CIL pursuant to ENZO's written instructions. FOP Penzberg, Germany.

E. Warranty. CIL warrants that the PRODUCTS sold to ENZO for sale on its own account shall meet the specifications agreed upon by the parties. CIL's sole obligation under this warranty is to promptly replace the PRODUCTS without cost or expense therefor to ENZO. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Miscellaneous Terms. The provisions of Section V, Paragraphs A through D, shall be applied to ENZO's purchase of PRODUCTS from CIL in the same fashion as such provisions apply to CIL's purchases from ENZO.

IV. Price to CIL

A. GROUP A PRODUCTS:

1. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued. For all GROUP A PRODUCTS manufactured by ENZO and sold by CIL in any country where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued, ENZO's price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP, A PRODUCTS.

2. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. For all GROUP A PRODUCTS manufactured by ENZO and sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP A PRODUCTS.

3. GROUP A PRODUCTS Manufactured By CIL. For all GROUP A PRODUCTS manufactured for ENZO by CIL during the MANUFACTURING TRANSITION PERIOD pursuant to Section VII B, C, and D of this Agreement, ENZO's supply price to CIL for such GROUP A PRODUCTS shall be an amount equal to (i) *% of the SELLING PRICE of GROUP A PRODUCTS sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS have not issued, plus CIL's contract supply price for such PRODUCTS to ENZO (ii) *% of the SELLING PRICE of GROUP A PRODUCTS which are manufactured or sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS have issued, plus CIL's contract supply price for such PRODUCTS to ENZO and (iii) *% of the SELLING PRICE of GROUP A PRODUCTS worldwide, plus CIL's contract supply price for such PRODUCTS to ENZO, at such

time as the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS have issued in both Europe and the United States.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

B. GROUP A1 PRODUCTS:

1. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued. For all GROUP A1 PRODUCTS sold by CIL in any country Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued in such country, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP A1 PRODUCTS, plus CIL's contract supply price for such PRODUCT TO ENZO.

2. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. For all GROUP A1 PRODUCTS sold by CIL in any country ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP A1 PRODUCTS, plus CIL's contract supply price for such PRODUCTS TO ENZO.

3. Sale In Countries When ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. At such time as ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS are issued both in the United States and Europe, ENZO's supply price for all GROUP A1 PRODUCTS sold by CIL shall be an amount equal to * of the SELLING PRICE of such GROUP A1 PRODUCTS, worldwide.

C. GROUP C PRODUCTS:

1. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued. For all GROUP C PRODUCTS sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued, ENZO's supply price of such GROUP C PRODUCTS, shall be an amount equal to *% of the SELLING PRICE of such GROUP C PRODUCTS, plus CIL'S contract supply price for such PRODUCTS to ENZO, provided, however, that ENZO shall rebate to CIL as a discount * paid pursuant to Section IV, C, 1 .

2. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. For all GROUP C PRODUCTS sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP C PRODUCTS, plus CIL's contract supply price for such PRODUCT TO ENZO.

3. Sale In Countries When ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. At such time as ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS are issued both in the United States and Europe, ENZO's supply price for all GROUP C PRODUCTS sold by CIL shall be an amount equal to * of the SELLING PRICE of such GROUP C PRODUCTS worldwide, plus CIL's contract supply price for such PRODUCT TO ENZO.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

D. GROUP D PRODUCTS:

1. CIL shall not owe ENZO any amounts on sales of GROUP D PRODUCTS.

2. Nothing contained in this Section IV D, shall be construed as a waiver of any rights that ENZO may have against any third party with regard to its PATENTS. In the event ENZO enters into any agreement with any supplier of a GROUP D PRODUCT, ENZO will rebate to CIL any monies or value received from that supplier resulting from such sales of GROUP D PRODUCT to CIL.

E. GROUP K PRODUCTS:

1. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued. For all GROUP K PRODUCTS which are sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued, ENZO's supply price to CIL for such GROUP K PRODUCTS shall be an amount equal to * of the SELLING PRICE of such GROUP K PRODUCTS, plus CIL's contract supply prices for such products to ENZO.

2. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION

CLAIMS Have Issued. For all GROUP K PRODUCTS, which are sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP K PRODUCTS, plus CIL's contract supply prices for such products to ENZO

3. Sale In Countries When ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. At such time as ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS are issued both in the United States and Europe, ENZO's supply price for all GROUP K PRODUCTS sold by CIL shall be an amount equal to * of the SELLING PRICE of such GROUP K PRODUCTS worldwide, plus CIL's contract supply prices for such products to ENZO.

F. GROUP K1 PRODUCTS:

1. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued. For all GROUP K1 PRODUCTS which are sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Not Issued, ENZO's supply price to CIL for such GROUP K1 PRODUCTS shall be an amount equal to * of the SELLING PRICE of such GROUP K1 PRODUCTS, plus CIL's contract supply prices for such products to ENZO.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

2. Sale In Countries Where ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. For all GROUP K1 PRODUCTS, which are sold by CIL in any country where the ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such GROUP K1 PRODUCTS, plus CIL's contract supply price for such products to ENZO.

3. Sale In Countries When ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS Have Issued. At such time as ENZ 1 DIV 3 CLAIMS or ENZ 7 COMPOSITION CLAIMS are issued both in the United States and Europe, ENZO's supply price for all GROUP K1 PRODUCTS sold by CIL shall be an amount equal to * of the SELLING PRICE of such GROUP K1 PRODUCTS worldwide, plus CIL's contract supply price for such products to ENZO.

G. GROUP E1 PRODUCTS.

1. For GROUP E1 PRODUCTS, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such products.

H. GROUP * PRODUCTS.

For GROUP E2 PRODUCTS, ENZO's supply price to CIL shall be an amount equal to * of the SELLING PRICE of such products.

I. Manufacturing, Use and Sale of Products Prior to This Agreement.

CIL shall pay to ENZO the amount of * (U.S. dollars) for manufacture, use and sale, by CIL and CIL customers, of all PRODUCTS that have claims that would be infringed by any PATENTS, wherein the manufacture, use or sale occurred prior to this Agreement. This payment of * made by CIL to ENZO shall constitute full payment for manufacture, use and sale of all PRODUCTS manufactured, used or sold by CIL or CIL customers prior to this Agreement. This payment of * shall also release CIL and customers of CIL of any liability for the manufacture, use, and sale of any PRODUCTS manufactured, used or sold prior to this Agreement.

J. Method for Determining and Making Payment.

CIL shall pay ENZO according to the method set forth on Appendix B to this Agreement. Appendix B describes the method for estimating Worldwide Average Unit Prices based upon Worldwide Mannheim. CIL agrees to permit its books and records to be examined by ENZO from time to time to the extent necessary, but not more often than twice per year to verify receipts. Such examination is to

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

be made by ENZO, at ENZO's expense, except in the event that the results of the audit reveal a discrepancy in ENZO's favor of five (5%) or more, then the audit fees shall be paid by CIL.

K. *.

V. Forecasts and Purchase Orders

A. Forecasts. During the mid-month of each calendar quarter after the effective date of this Agreement, CIL shall provide to ENZO a non-binding forecast covering its estimated requirements for GROUP A PRODUCTS, RAW MATERIALS, GROUP E1 PRODUCTS, GROUP E2 PRODUCTS and other material manufactured by ENZO under this Agreement for the succeeding two (2) calendar quarters. Such forecast shall be made for planning purposes only and is not a purchase commitment.

B. Purchase Orders. Purchase orders will be issued to ENZO by CIL at least sixty (60) days in advance of the requested delivery of such products. Each purchase order will indicate specific delivery and/or shipping requirements. ENZO shall meet such requirements provided that the quantities of products ordered are within 130% of the forecast for such quarter. If a purchase order is for a quantity in excess of 130% of the forecast amount for such quarter, the parties agree to negotiate in good faith to agree upon delivery and/or shipping requirements that are reasonable under the circumstances.

C. Cancellation of Purchase Orders. Purchase orders may be cancelled by CIL no later than fifteen (15) after issuance. If CIL desires to cancel an order later than fifteen (15) after the issuance of such purchase order, the parties agree to negotiate in good faith to determine a reasonable resolution of such order. In the event CIL cancels a purchase order to ENZO under this paragraph, CIL will reimburse ENZO for materials specifically purchased to fill such order, as well as manufacturing costs directly attributable to such fulfillment, incurred prior to the receipt of notice of cancellation.

D. Conflicting Purchase Order or Order Acceptance. Each purchase order shall be governed by the relevant provisions of this agreement (unless otherwise expressly provided in the individual purchase order and confirmed in writing by ENZO), and no conflicting term or condition which may appear in the preprinted matter in CIL's purchase order form or ENZO's confirmation or acceptance form shall be binding on either party

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

or apply to any transaction under this agreement unless agreed to by both parties in writing.

E. Shipping Terms. All PRODUCTS, ordered by CIL shall be shipped by ENZO pursuant to CIL's written instructions, FOB Farmingdale, New York 11735.

VI. Quality Control and Product Acceptance

A. GROUP E1 PRODUCTS and GROUP E2 PRODUCTS. ENZO shall provide CIL with GROUP E1 PRODUCT and GROUP E2 PRODUCT specifications and package inserts within thirty (30) days of the execution of this Agreement and promptly after the introduction of any new GROUP E1 PRODUCT or GROUP E2 PRODUCT. Such specifications and package inserts shall be subject to CIL's approval, which shall not be unreasonably withheld.

B. All Other Products. Before manufacturing any PRODUCTS or RAW MATERIALS other than GROUP E1 PRODUCTS or GROUP E2 PRODUCTS for CIL, ENZO shall provide to CIL (under an appropriate confidentiality and non-use agreement, if ENZO so requests) a detailed description of the manufacturing process ENZO will use in such manufacture. CIL shall have the right to approve such manufacturing process: CIL's approval shall not be unreasonably withheld. Once ENZO begins manufacturing any GROUP A PRODUCT or RAW MATERIALS for CIL, ENZO shall provide documentation to CIL showing that ENZO has manufactured the products in accordance with the manufacturing process that has been approved by CIL. CIL shall have the right to periodically audit ENZO's documentation and manufacturing process to ensure such compliance. Within one (1) year of the time CIL becomes ISO 9000 certified for PRODUCTS, ENZO shall become ISO 9000 certified for such PRODUCTS. CIL shall provide consultative assistance to ENZO to facilitate such certification.

C. Quality Testing. CIL shall have the right to test PRODUCTS and RAW MATERIALS for the conformance with the specifications upon receipt of such PRODUCTS, and agrees to notify ENZO of acceptance or non-acceptance based on such conformity with the specifications within thirty (30) days in the case of RAW MATERIALS and ten (10) days in case of all other PRODUCTS. Acceptance shall not be unreasonably withheld.

D. Disagreement on Quality. If the parties disagree as to whether a RAW MATERIAL PRODUCT shipment meets specifications, the parties shall use their best

efforts to resolve such disagreement expeditiously. If the parties are unable to resolve the disagreement, ENZO and CIL shall jointly evaluate the disputed product at CIL's facility in Penzberg, Germany or such other site as CIL deems appropriate. In such event, CIL shall pay the reasonable travel expenses of ENZO personnel to Penzberg or such other site.

E. Storage and Stock Rotation.

1. ENZO and CIL agree to share all necessary storage and stock rotation practices which apply to the PRODUCTS.

2. CIL further agrees to take diligent care not to ship PRODUCTS which have expired, been damaged in storage and handling, or improperly stored. CIL will be responsible for damage or liability arising from its shipment of expired, damaged or improperly stored PRODUCTS.

F. Product Complaint File. CIL agrees to allow ENZO, at ENZO's expense, access to its Product Complaint File on a periodic basis, not to exceed once every six months (under an appropriate confidentiality and non-use agreement, if CIL so requests). If, in ENZO's opinion, an undue number of complaints exist concerning the quality of an individual product, then ENZO and CIL shall meet and discuss the means of ensuring improved quality.

VII. Manufacturing By CIL

A. Manufacturing Transition Period. At the time of the commencement of this Agreement for GROUP A PRODUCTS or RAW MATERIALS, ENZO may request that CIL manufacture such materials for a limited amount of time until ENZO can initiate manufacturing activities. This manufacturing transition period cannot be a time greater than 6 months.

B. Quality/Capacity Issues. If, after the MANUFACTURING TRANSITION PERIOD with respect to any GROUP A PRODUCTS or RAW MATERIALS, ENZO becomes unable to supply CIL's supply needs, either because of capacity or quality issues (including, with limitation, a failure to comply with the terms of Section VI B. CIL may manufacture the affected PRODUCT(S) or RAW MATERIALS for ENZO, and purchase such products at the prices set forth in Section IV with respect to such products, until ENZO certifies to CIL that it has corrected the capacity or quality problem and will be able to meet CIL's requirements.

C. FORCE MAJEURE. If ENZO becomes unable to supply CIL's product needs as a result of FORCE MAJEURE, CIL may manufacture the affected PRODUCTS for ENZO, and the purchase of such products at the prices set forth in Section IV with respect to such products, until ENZO is able to resume supplying CIL.

VIII. Sales Promotions and Technical Service

CIL shall exert on its own account, its best efforts in sales promotions and advertisement of PRODUCTS such as direct mailings, catalog listings and promotions, except in the case where CIL determines that it no longer wishes to sell PRODUCTS. ENZO agrees to provide CIL with such technical support for the PRODUCTS and RAW MATERIALS as CIL may reasonably request. ENZO will provide CIL with one copy of any literature, technical data, specifications and the like describing the PRODUCTS and RAW MATERIALS

as they are currently produced for the assistance of CIL in the preparation of advertising material and catalogs for existing and new products. CIL will list GROUP E1 PRODUCTS and GROUP E2 PRODUCTS in its next available or published product catalog(s) or in a supplemental catalog in which these PRODUCTS can be listed after the effective date of this agreement. CIL will modify the listings of PRODUCTS in its product catalog(s) as soon as reasonably possible to conform with the list of such PRODUCTS. CIL will modify the listings of GROUP E1 PRODUCTS and GROUP E2 PRODUCTS in its product catalog(s), or a supplemental catalog, at CIL's discretion, as soon as reasonably possible after any corresponding modification of the PRODUCTS in the EXHIBITS of this Agreement.

IX. Product Labels

Labels on the outside of PRODUCTS (excluding GROUP D PRODUCTS) including vials and boxes and package inserts shall contain the following wording:

"Sold through an arrangement with Enzo Diagnostics, Inc."

X. Warranty

A. GROUP E1 PRODUCTS and GROUP E2 PRODUCTS. ENZO warrants that the GROUP E1 PRODUCTS and GROUP E2 PRODUCTS sold by ENZO to CIL shall met the specifications agreed to by CIL and described in ENZO's PRODUCT or package inserts. ENZO's sole obligation under this warranty is to promptly replace the GROUP E1 PRODUCTS and GROUP E2 PRODUCTS without cost or expense therefor to CIL. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B. ALL OTHER PRODUCTS and RAW MATERIALS. ENZO warrants that the PRODUCTS and RAW MATERIALS sold by ENZO to CIL shall meet the specifications agreed to by CIL. ENZO's sole obligation under this warranty is to promptly replace the PRODUCTS and RAW MATERIALS without cost or expense therefor to CIL. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. PRODUCT REPLACEMENT. Notwithstanding the foregoing warranties, ENZO agrees to replace, at no cost to CIL,

any PRODUCTS and RAW MATERIALS manufactured by ENZO upon the request of any CIL customer so long as it remains CIL's policy to do the same with respect to its own products. Notwithstanding the foregoing, ENZO shall not be required to replace PRODUCTS and RAW MATERIALS replaced as a result of shipping or handling errors by CIL.

XI. Relationship Between ENZO and CIL

Nothing herein creates or constitutes a partnership or an agreement of agency between the parties with respect to any activities whatsoever. The relationship between ENZO and CIL shall be that of seller and buyer, and neither party shall conclude any contract or agreement or make any commitment, representation or warranty which binds the other party or otherwise act in the name of or on behalf of the other party. Furthermore, this agreement is not a license or an implied license of ENZO's PATENTS. ENZO maintains full rights under its PATENTS. The foregoing statements are paramount to this Agreement.

XII. FORCE MAJEURE

Subject to Section VII D, each of the parties shall be excused from the performance of its obligations under this Agreement in the event performance is prevented by FORCE MAJEURE. The party incurring a FORCE MAJEURE condition shall notify the other that such condition exists within five (5) days of the time such party learns of such condition. Should such FORCE MAJEURE condition continue for forty-five (45) days after such notice, the non-affected party may, at its option, terminate this Agreement. At such termination all designations that are the subject of this Agreement are revoked with the exception of the Confidentiality and Non Use Agreement.

If ENZO's capacity to manufacture and deliver PRODUCTS and RAW MATERIALS under this agreement is diminished by circumstances beyond its control, then ENZO shall employ its existing capacity to supply CIL in accordance with this agreement in a manner fair and equitable to all its customers.

XIII. Confidentiality and Non-Disclosure

ENZO and CIL agree that any confidential information relating to ENZO's PATENTS and/or ENZO's or CIL's proprietary technical information and/or ENZO's or CIL's business development in the area of the PRODUCTS will not be disclosed while this Agreement is in effect to third parties except with the prior written consent of the non requesting party or if the confidential information can be shown by documentary evidence that it was:

(i) in the possession of the receiving party prior to disclosure thereof by the other party;
(ii) is or through no fault of the receiving party becomes part of the public knowledge or literature;
(iii) lawfully becomes available without limitation by its disclosure from an outside source; or
(iv) the receiving party can prove it was developed independently.

XIV. Term and Termination

A. Term. This Agreement shall become effective as of the date first above written and shall continue until the expiration of the last PATENT to expire.

B. Termination for Breach. In the event either party breaches a material provision of this Agreement, the non- breaching party may, after giving the breaching party written notice of such breach and ninety (90) days in which to cure such breach, terminate this Agreement upon written notice to the non-breaching party. Either party may terminate this Agreement forthwith by giving written notice to the other party in the event the other party shall:

(i) Become insolvent, admit its inability to pay its debts as they mature, or has a petition in bankruptcy filed by or against it or a receiver appointed for all or substantially all of its business or assets; or

(ii) Make a general assignment of all or substantially all of its business or assets for the benefit of its creditors; or

(iii) Cease to carry on its business in the ordinary course.

C. Termination. If CIL ceases to offer, or has not sold GROUP A, A1, C, K and K1 PRODUCTS, for a period of *, CIL shall have the right to terminate this Agreement upon thirty (30) days' written notice to ENZO. Upon termination of this Agreement, the distribution relationship between ENZO and CIL shall no longer exist.

D. Assignment. This Agreement may not be assigned or otherwise transferred by either party (except to an affiliate of such party) without the written consent of the non-assigning party. Any attempted assignment or transfer without such consent shall be void.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

XV. Use of Products

Unless otherwise specified in writing and agreed to by both parties, all PRODUCTS are for research use only and are not intended for or to be used for diagnostic or therapeutic use.

XVI. Indemnification and Insurance

A. Indemnification.

ENZO agrees to and shall defend, indemnify and hold CIL, its employees, agents and officers harmless, including attorneys' fees, from and against any suit or proceeding alleging death or injury to persons or property and any liability, damages or penalties awarded therein and resulting from or arising from ENZO's negligence in the manufacture, storage or transport of PRODUCTS and RAW MATERIALS prior to their receipt by CIL. CIL agrees to and shall defend, indemnify and hold ENZO, its employees, agents and officers harmless, including attorneys fees, from and against any suit or proceeding alleging death or injury to persons or property and any liability, damages or penalties awarded therein and resulting from or arising from CIL's negligence in handling, storage or transport of PRODUCTS and RAW MATERIALS after receipt thereof from ENZO.

B. Insurance Each party shall at all times during the term of this Agreement purchase and maintain comprehensive general liability insurance including products liability, contractual liability and broad form property damage with combined single limits for bodily injury and/or death and property damage of $5,000,000 for any one occurrence. Such insurance shall also require thirty (30) days' prior written notice of cancellation or material change in coverage.

XVII. Third Party Patents.

ENZO agrees to and shall defend, indemnify and hold CIL and its customers harmless, including attorneys fees, from and against any suit, proceeding, claim or loss and any damages or penalties awarded therein so far as such suit or proceeding is based upon an assertion that the use or sale of PRODUCTS and RAW MATERIALS are, in such suit or proceeding, held to infringe and their further use or sale is enjoined. ENZO shall, at its sole cost and expense, either (i) procure for CIL and its customers the right to continue using and selling such PRODUCTS and RAW MATERIALS, (ii) replace such PRODUCTS and RAW MATERIALS with non-infringing equivalents, (iii) modify such PRODUCTS and RAW MATERIALS so that they become non-infringing, or (iv) discontinue the use or sale of such PRODUCTS and RAW MATERIALS if no alternative recourse is possible.

XVIII. Patent Infringement.

Infringement Proceedings. If, at any time after the first anniversary of the issuance of * and during the term of this Agreement, one or more of the PATENTS is or appears to be infringed by a third party in connection with the sale of a product in competition with the PRODUCTS described herein, the party having knowledge thereof shall notify the other and the parties shall consult to consider what, if any, action should be taken. The decision regarding institution of proceedings to abate the infringement shall be at ENZO's discretion, and in the event ENZO elects to initiate legal proceedings, CIL shall give ENZO all reasonable assistance in such proceedings. In the event ENZO shall elect not to institute infringement proceedings, and if CIL can show, by market research performed by a researcher mutually acceptable to both parties, that infringing sales exceed 20% of the market for a particular PRODUCT, the payment to ENZO for such PRODUCT pursuant to this Agreement shall be reduced by 25% until ENZO commences legal action against such infringer or settlement has been reached between such infringer and ENZO.

XIX. Invoicing and Payment. Invoices by each party to the other for work performed and product supplied hereunder shall be issued at the end of each calendar quarter. The net amount due shall be paid within thirty (30) days of the end of each quarter.

XX. Miscellaneous

A. Waiver.

A waiver of any provision of this Agreement must be in writing. Waiver by ENZO or CIL of any provision of this agreement shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

B. Governing Law. This Agreement is made under and shall be governed by the laws of the State of New York.

C. Severability. In the event that any clause of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other clause of this Agreement either void or unenforceable, and all other clauses shall remain in full force and effect.

D. Headings. All headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

E. Notices. All notices to be given with respect to this Agreement shall be in writing and shall be deemed effectively given:

(a) when delivered personally;
(b) seven calendar days after being deposited in the mail, registered or certified mail, return receipt requested

addressed as set forth below, or to such other address that either party designates by written notice to the other party:

ENZO: Enzo Diagnostics, Inc.
60 Executive Boulevard
Farmingdale, NY 11735
Attention: Mr. Shahram K. Rabbani
Executive Vice President
and Chief Operating Officer
Fax No.: 1 (516) 755-5509
Phone No.: 1 (516) 755-5500

CIL: Boehringer Mannheim Corporation
9115 Hague Road
Indianapolis, IN 46220
Attn.: General Manager-Biochemicals
North America
Fax No.: 1 (317) 576-7317
Phone No.: 1 (317) 845-2000

F. Entirety. This Agreement together with the Appendix and Exhibits attached hereto embodies the entire understanding between CIL and ENZO, and there are no contracts or prior drafts of the agreement, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No modification hereto shall be of any force or effect unless (1) reduced to writing and signed by both parties hereto, and (2) expressly referred to as being modifications of this agreement.

G. Mutuality. This Agreement has been drafted after considerable negotiation by the parties and on the basis of mutual understanding; neither party shall be prejudiced as being the drafter thereof.

H. Public Announcements. Any press release or other public announcement relating to this Agreement shall be approved by both parties prior to its release.

IN WITNESS WHEREOF, the parties have cause this Agreement to be executed by their duly authorized representatives.

ENZO BIOCHEM, INC.	CORANGE INTERNATIONAL LIMITED
By: /s/ Dean Lee Engelhardt	By: /s/ William Petrovic
Dean Lee Engelhardt, Ph.D	William Petrovic
Senior Vice President	Treasurer
April 25, 1994	April 25, 1994
DATE	DATE

PRODUCT CLASSIFICATION

EXHIBIT A

Seq #	BM Group	Name
396	A	Biotin-16dUTP, sale
669	A	DNA mol wt mk VI, padigxgn
1671	A	DNA MWM II BIOTIN LABELED
1673	A	DNA MWM III BIOTIN LABELED
1675	A	DNA MWM VI BIOTIN LABELED
1717	A	RNA Marker III-DIG label
1721	A	Fluorescein-12-eeUTP
1778	A	Biotin 16-ddUTP
1779	A	Fluorescein-12-ddUTP
1780	A	Fluorescein-12-UTP
1782	A	Hydroxy-cuomarin-6-dUTP
1784	A	Biotin-11-UTP
1809	A	Dig DNA MWM VIII
1903	A	DNA Mol Wt XI, dig-labeled
1904	A	DNA Mol Wt XII, dig label
1975	A	Rhod-6-dUTP
5002	A	RNA MWM I DIGOXIGENIN LABEL **
5003	A	RNA MWM I DIG-LABEL **
5004	A	Dig-16-dATP

EXHIBIT A1

589	A1	DIGOXIGENIN 11-DUTP **(HAZ)
590	A1	Digoxigenin-11-UTP
1662	A1	DIG RNA LABELING _____
1663	A1	DIG-11-ddUTP
1974	A1	AMCA-8-dUTP
5005	A1	Dig-11-dUTP
5012	A1	Dig-11-dUTP, alk label
5013	A1	Dig-11-dUTP, alk label

EXHIBIT C

115	C	Anti-digoxigenin-(Fab)-AP
114	C	Anti-digoxigenin-(Fab)-POD
113	C	Anti-digoxigenin-(Fab)-flu
116	C	Anti-digoxigenin-(Fab)- ___
1652	C	ANTI-DIG (MONO)
1765	C	Anti-Fluor-AP, Fab

EXHIBIT D

Seq #	BM Group	Name
112	D	Anti-digoxigenin (Fab)
410	D	Blocking Reagent, hybrid
672	D	DNA polymerase I

673	D	DNA pol I, enconuc-free
674	D	DNA pol I, klenow frag
1131	D	Nick translation Kit
1178	D	Nylon membranes, positive
1356	D	Primer, Random pd(N)G
1397	D	Random Primed Labeling Kit
1521	D	RNA polymerase, E. coli
1522	D	SPG RNA polymerase
1523	D	RNA polymerase, 13
1524	D	RNA polymerase, 17
1548	D	Streptavicin-AP, NA det
1574	D	Terminal transferase
1592	D	Transcription Kit, SP6/T7
1653	D	_____
1672	D	DNA MWM II DIG LABELED **
1674	D	DNA MWM III DIG LABELED **
1883	D	HEXANUCLEOTIDE MIXTURE IOX
1886	D	Lumi-Phos 530
1766	D	Anti-FluorPOD,Fab
1785	D	Lumigen PPD
1799	D	[Fluorescein]-unconj(Mab)
1915	D	anti-dig gold conj.
1978	D	[dig]-AMCA, Feb Frag
5019	D	SPG primer, dig
5020	D	T3 primer, dig
5021	D	T7 primer, dig
5022	D	lambda _____ rev.primer, dig
5023	D	lambda _____ primer, dig
5024	D	DIG Wash and Block buffer set
	EXHIBIT K	
658	K	DNA 3-End Labeling Kit
660	K	Genius 2 DNA Labeling Kit
661	K	Genius 1 DNA Label/Det Kit
1168	K	Genius 3 NA Det. Kit
1661	K	DIG DNA LABELING MIXTURE
16__	K	GENIUS 5 OLIGO LABEL KIT
1755	K	Genius 6 Oligo _____ Kit
1768	K	Genius 7 Lumin. Det. Kit

Seq #	BM Group	Name
1803	K	DIG DNA Sequencing Kit
1890	K	Genius 4 RNA Labeling Kit
1976	K	Genius 5 End Labeling Set
5000	K	MULTI-COLOR DNA DETECTION SET
5001	K	ET-Assay Kit
	K	_____
5028	K	Biotin High Prime
5027	K	Fluor High Prime
	EXHIBIT K1	
1951	K1	Actin RNA probe-DIG labeled
5006	K1	HUMAN CHROMOSOME,ALL,PROB,DIG **
5007	K1	Human Chr. Y, dig
5008	K1	Human Chr Y, flu
5009	K1	Human chr. 1, dig
5010	K1	Human chr. 1, flu
5011	K1	Human chr. _____, flu
5014	K1	PCR DIG labelling mix
5015	K1	DIG labeled control DNA
5016	K1	DIG labeled control RNA
5017	K1	DIG labeled control oligo
5018	K1	S. cerevisiae chr. probe, dig

EXHIBIT E-1

CATEGORY E1

Category	Enzo Cat. No.	Product
E1	42803	Nick Translation System (containing Bio-11-dUTP

E1	42804	Nick Translation System (to be used with nucleotide of choice)
E1	42809	Terminal Labeling Kit
E1	42810	Random Priming Kit
E1	42813	BioBridge(R) Labeling System
E1	42807	RNA Labeling System - T3/T7
E1	42808	RNA Labeling System - SP6
E1	43818	DETEK(R)I-f (double antibody fluorescence)
E1	43820	DETEK(R)-hrp Kit
E1	43822	DETEK(R)-alk Kit
E1	43823	DETEK(R)-Enhancer Kit (double antibody alk phos)
E1	43825	Peroxidase Substrate Kit (AEC)
E1	43826	Peroxidase Substrate Kit (DAB)
E1	43827	Alkaline Phosphate Substrate Kit (NBT/BCIP)
E1	43900	ImmunoDETEK(R) Kit (Peroxidase)
E1	43910	ImmunoDETEK(R) Kit (Alkaline Phosphatase)

EXHIBIT E-2

CATEGORY E1

Category	Enzo Cat. No.	Product
E2	42814	BioBridge(R) Labeling Molucule
E2	42806	Bio-11-dUTP (0.3mM)
E2	42806-50	Bio-11-dUTP (1.0mM)
E2	42811	Bio-16-dUTP (0.3mM)
E2	42811-50	Bio-16-dUTP (1.0mM)
E2	42816	Bio-11-dCTP (0.3mM)
E2	42816-50	Bio-11-dCTP (1.0mM)
E2	42819	Bio-7-dATP (0.3mM)
E2	42819-50	Bio-7-dATP (1.0mM)
E2	42812	Bio-AP3-dCTP (0.3mM)
E2	42815	Bio-11-UTP (20mM)
E2	42801	Bio-11-CTP (20mM)
E2	42817	Allylamine UTP (20mM)
E2	43861	IgG fraction rabbit anti biotin
E2	43805	DETEK(R)-fav (fluoresceinated avidin)
E2	43406	ENZOTIN(R) Biotinylating Reagent

ENZO DIAGNOSTICS, INC.-BOEHRINGER MANNHEIM GMBH
DISTRIBUTORSHIP AGREEMENT

EXHIBIT A - AMENDMENT A DATED
AUGUST 19, 1994

ENZO BIOCHEM, INC.
UNITED STATES ISSUED PATENTS

Patent Number	Title/Inventor	Grant of Patent Published
4,687,732	Visualization Polymers and Their Application to Diagnostic Medicine David C. Ward et al.	Aug. 18. 1987
4,707,352	Method of Radioactively Labeling Diagnostic and Therapeutic Agents Containing a Chelating Group Jannis G. Stavrianopoulos	Nov. 17. 1987
4,707,440	Nucleic Acid Hybridization Assay and Detectable Molecules Useful in Such Assay Jannis G. Stavrianopoulos	Nov. 17, 1987
4,711,955	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Dec. 8. 1987
4,746,604	Specific Binding Assays Utilizing A Viable Cell as a Label Solomon Mowshowitz	May 24, 1988
4,755,458	Composition and Method for the	Jul. 5, 1988

	Detection of the Presence of a Polynucleotide Sequence of Interest Elazar Rabbani et al.	
5,328,824	Methods of Using Labeled Nucleotides David C. Ward	Jul. 12, 1994
5,241,060	Base Moiety-Labeled Detectable Nucleotide Dean Englehardt et al.	Aug. 31, 1993
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4,843,122	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	June 27, 1989
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APPENDIX B

WORLD-WIDE LOCAL NET SALES FOR DIG PRODUCTS ARE CALCULATED FOR 1994 BY APPLYING A FACTOR OF 1.85 ON EX MANNHEIM NET SALES.

THE FACTOR OF 1.85 REFLECTS THE RATIO BETWEEN LOCAL WORLD-WIDE NET SALES AND EX MANNHEIM SALES.

IT SHALL BE REVISED AND AGREED UPON MUTUALLY ON A YEARLY BASIS ACCORDING TO THE ACTUAL SITUATION OF THE CURRENT YEAR AND BE APPLIED FOR THE FOLLOWING YEAR.

AVERAGE LOCAL UNIT PRICE SHALL BE CALCULATED BY APPLYING THE NUMBER OF UNITS SOLD EX MANNHEIM.

EXHIBIT 10(z)

ENZO DIAGNOSTICS, INC. - AMERSHAM INTERNATIONAL PLC
DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT, effective upon acceptance by both parties below by and between ENZO DIAGNOSTICS, INC. ("ENZO"), a New York corporation having its principal place of business at 60 Executive Boulevard, Farmingdale, New York 11735, U.S.A., and AMERSHAM INTERNATIONAL public limited company ("AMERSHAM") a company incorporated in England and Wales, having its principal place of business at Amersham Place, Little Chalfont, Buckinghamshire HP7 9NA, England.

WHEREAS, ENZO owns rights to certain PATENTS listed in EXHIBIT A ("PATENTS");

WHEREAS ENZO manufactures and/or sells certain PRODUCTS ("PRODUCT(S)") covered by claims of PATENTS;

WHEREAS AMERSHAM wishes to market and distribute some of said PRODUCTS as listed in EXHIBIT B;

NOW, THEREFORE, in consideration of the good and valuable mutual agreements hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS:

AMERSHAM Affiliate means an entity controlled by or under common control with AMERSHAM, including United States Biochemical Corporation (USB), as listed in EXHIBIT C. For purposes of this AGREEMENT, control shall mean the ownership of a majority of the voting equity interest.

AMERSHAM Distributor means a local company, outside the countries listed in EXHIBIT C, in which AMERSHAM does not sell directly or through an AMERSHAM Affiliate. AMERSHAM Distributors do not have rights to sell in the countries listed in EXHIBIT C.

AMERSHAM means AMERSHAM International, including USB, AMERSHAM Affiliates and AMERSHAM Distributors.

PRODUCT means an individual reagent or combination of reagents (kit) that are, individually or combined, covered by ENZO PATENTS (EXHIBIT A) as listed in EXHIBIT B.

COMPONENT, listed in EXHIBIT D, means a reagent that is a necessary part of the PRODUCT.

COMPONENT 1 means a COMPONENT, as listed in EXHIBIT E, that is covered by ENZO PATENT(S) and by AMERSHAM patent(s) either assigned or licensed to AMERSHAM and not sublicensed to a third party for Life Science research use (not an AMERSHAM Affiliate or AMERSHAM Distributor as defined above and as listed in EXHIBIT C).

1. Distributor Appointment

1.1 ENZO hereby appoints AMERSHAM to act as its nonexclusive distributor worldwide for the distribution and sale of PRODUCTS through AMERSHAM Affiliates listed in EXHIBIT C, and AMERSHAM Distributors and AMERSHAM agrees to act as such distributor under the terms and conditions set forth herein.

1.2 AMERSHAM agrees:

a. not to purchase any PRODUCTS from other suppliers;

b. not to manufacture PRODUCTS, except as otherwise stated in this AGREEMENT;

c. to rely on ENZO as its sole source of PRODUCTS;

d. not to use any PRODUCT to manufacture new products or other PRODUCTS, except when designated by ENZO to manufacture such PRODUCTS for ENZO as provided in Paragraph 3.3 below;

e. that all PRODUCTS sold by AMERSHAM are for research use only and are not intended for or to be used for diagnostic or therapeutic purposes; and

f. that except for DISTRIBUTION under the terms and conditions as set

forth in this AGREEMENT, purchase does not include any right or license to exploit these PRODUCTS commercially, including any right to sell these PRODUCTS to other distributors who are not AMERSHAM Affiliates or AMERSHAM Distributors (EXHIBIT C) and

that any commercial use or development of these PRODUCTS without the express written authorization of ENZO is strictly prohibited.

2. Relationship between ENZO and AMERSHAM

2.1 Nothing herein creates or constitutes a partnership or an agreement of agency between the parties with respect to any activities whatsoever. The relationship between ENZO and AMERSHAM shall be that of seller and buyer, and neither party shall conclude any contract or agreement or make any commitment, representation or warranty which binds the other party or otherwise acts in the name of or on behalf of the other party.

2.2 This AGREEMENT may not be assigned or otherwise transferred by AMERSHAM without the prior written consent of ENZO. Any attempted assignment or transfer without such consent shall be void.

2.3 AMERSHAM agrees that it has manufactured and sold in the past a range of COMPONENTS, COMPONENTS 1 and PRODUCTS and maintains in its current inventory the aforementioned COMPONENTS, COMPONENTS 1 and PRODUCTS all as set forth in EXHIBIT F. AMERSHAM agrees that it will transfer to ENZO the value of its current inventory of such COMPONENTS, COMPONENTS 1 AND PRODUCTS to ENZO upon signing this AGREEMENT. ENZO agrees that this transfer will be applied as full consideration for satisfaction of damages incurred by ENZO arising from the past manufacture, use and sale of said COMPONENTS, COMPONENTS 1 and PRODUCTS by AMERSHAM, AMERSHAM Affiliates and AMERSHAM Distributors.

2.4 ENZO and AMERSHAM agree that the distribution relationship between them does not constitute, nor does it imply a license of any of ENZO's technology or patents, nor does it abrogate any of ENZO's rights under its patents. ENZO maintains full rights under its PATENTS. The foregoing statements are paramount to this AGREEMENT.

3. PRODUCTS, Price and Payment

3.1 PRODUCTS covered by this Agreement are listed in EXHIBIT B attached hereto. The price to AMERSHAM for each product shall be as listed in

EXHIBIT B. Prices are based upon the purchase by AMERSHAM of at least * kits per calendar year as follows. If this volume purchased by AMERSHAM falls below * kits, the discount to AMERSHAM will be lowered to *% of the selling price; if the volume purchased by AMERSHAM falls below * kits, the discount to AMERSHAM will be lowered to *% of the selling price.

Prices to AMERSHAM may be adjusted no more than once during a calendar year. ENZO has the right to negotiate to adjust prices to AMERSHAM after providing AMERSHAM with forty-five (45) days written notice. Any price adjustment will affect future purchases, but will not affect those already under existing firm purchase order commitment. AMERSHAM shall be free to set all resale prices to its customers.

3.2 ENZO or AMERSHAM may propose in writing to add, to modify or to delete a PRODUCT or PRODUCTS in EXHIBIT B. Both ENZO and AMERSHAM must agree to such additions to, deletions from or modifications of PRODUCTS in EXHIBIT B before such additions, deletions or modifications are incorporated therein.

3.3 Upon signing of this AGREEMENT, ENZO designates AMERSHAM to manufacture certain COMPONENTS or PRODUCTS (EXHIBIT E) for ENZO for the duration of the AGREEMENT. AMERSHAM is designated as an exclusive supplier to ENZO of these COMPONENTS or PRODUCT and ENZO will not sell such COMPONENTS or PRODUCTS to parties other than AMERSHAM.

3.4 ENZO, may, at its discretion, and for a specified period of time, designate AMERSHAM as an interim manufacturer to manufacture certain COMPONENTS or certain PRODUCTS, including the corresponding packaging, other than those specified by Paragraph 3.3 for ENZO. These COMPONENTS and PRODUCTS and prices to ENZO are listed in EXHIBIT D. Upon six (6) months written notice to AMERSHAM, ENZO may either manufacture COMPONENT(s) or PRODUCT(s) or may designate an alternate manufacturer.

3.5 Whenever prices for PRODUCTS are adjusted, prices of COMPONENTS may be adjusted upon mutual agreement of the parties; the ratio of COMPONENT price to PRODUCT price will not increase.

4. Terms of Payment and Audit

4.1 Net, thirty (30) days from the end of the month in which the PRODUCTS are delivered to AMERSHAM.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

4.2 Net, thirty (30) days from the end of the month in which the COMPONENTs are delivered to ENZO.

4.3 AMERSHAM agrees to permit its books and records to be examined by ENZO on reasonable prior notice, as necessary, but not more often than once per year to verify receipts. Such examination is to be made by ENZO, at ENZO's expense, except in the event that the results of the audit reveal a discrepancy benefiting ENZO by five percent (5%) then the audit fees shall be paid by AMERSHAM.

5. PRODUCT Shipments

5.1 ALL PRODUCTS shipped by ENZO to AMERSHAM will be shipped F.O.B. Farmingdale, NY. ENZO shall ensure PRODUCTS are suitably, safely and securely packaged and labeled before dispatch.

5.2 ALL COMPONENTS shipped by AMERSHAM to ENZO will be shipped F.O.B. Cardiff Laboratories, Wales. AMERSHAM shall ensure COMPONENTS are suitably, safely and securely packaged and labeled before dispatch.

6. Forecasts and Purchase Orders

6.1 AMERSHAM shall issue a forecast schedule during the mid-month of each calendar quarter covering its estimated requirements for PRODUCTS for the succeeding two (2) calendar quarters. Such forecast shall be considered for planning purposes only and do not represent a purchase commitment.

6.2 A purchase order will be issued by AMERSHAM at least sixty (60) days in advance of the requested delivery date of PRODUCT. This purchase order will indicate specific delivery and/or shipping requirements. Purchase orders will be delivered to ENZO by Federal Express or similar carrier so that the receipt can be confirmed. ENZO shall meet such requirements unless it advises AMERSHAM within fifteen (15) business days of the date of the receipt of such purchase order that it is unable to supply PRODUCT as ordered by AMERSHAM whereupon the parties agree to discuss a revised schedule for delivery of PRODUCT to AMERSHAM. After ENZO and AMERSHAM have agreed to the provisions of a revised schedule, ENZO will make its best efforts to fulfill the provisions of the revised schedule, but if unable to do so

or if agreement on a revised schedule cannot be reached, ENZO by good faith effort will designate AMERSHAM as an interim or temporary manufacturer for such PRODUCT for ENZO until such time as ENZO gives AMERSHAM written notice that ENZO is ready to recommence supply.

6.3 ENZO shall place orders for COMPONENTS within fourteen (14) days following receipt of AMERSHAM's purchase order for PRODUCTS. COMPONENTS shall comply with the written specification therefor supplied by AMERSHAM with COMPONENTS. ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

6.4 Each purchase order shall be governed by the relevant provisions of this AGREEMENT (unless otherwise expressly provided in the individual purchase order and confirmed in writing by ENZO) and no term or condition which may appear in the printed matter in AMERSHAM's order form or any form from ENZO shall be binding on either party or apply to any transaction under this AGREEMENT.

7. PRODUCT Deliveries and Specifications

7.1 Within about forty five (45) days after the effective date of this AGREEMENT, ENZO and AMERSHAM shall agree on PRODUCT specifications and package inserts for the PRODUCTS which shall otherwise be in the form set

out in EXHIBIT B. Quality Control (QC) specifications for the PRODUCTS in EXHIBIT B, to be agreed upon by ENZO and AMERSHAM, are also listed in EXHIBIT B.

7.2 When an order is placed by AMERSHAM, ENZO shall ship the PRODUCT in accordance with section 5 above. Failure by AMERSHAM to notify ENZO of rejection of the PRODUCT within thirty (30) days of receipt of PRODUCT will constitute acceptance. ENZO shall supply, at the time of shipment of the PRODUCT to AMERSHAM, a statement that the PRODUCT conforms to the PRODUCT specifications. If after receipt of the PRODUCT, AMERSHAM determines that it does not conform to the PRODUCT specifications provided by ENZO, and that the failure to conform to the PRODUCT specifications was not the result of shipping and handling or quality of COMPONENTS delivered by AMERSHAM, AMERSHAM will provide ENZO with

documentation of this failure to conform to the PRODUCT specifications. If ENZO accepts the documentation provided by AMERSHAM, ENZO will replace the order. If ENZO does not accept the documentation provided by AMERSHAM, then the differences in the determination of the manufacturing specifications will be settled by representatives of the technical staffs of ENZO and AMERSHAM.

7.3 If AMERSHAM receives a notice from a third party asserting that any of the PRODUCTS infringe on an issued patent in the country in which they are sold, then AMERSHAM shall immediately give notice to ENZO. Upon notice to ENZO or AMERSHAM from a third party asserting that any of the PRODUCTS of this AGREEMENT infringe on an issued patent in the country in which such PRODUCTS are sold, ENZO has the right to exclude such PRODUCTS from this AGREEMENT for that country and can further instruct AMERSHAM to cease all such distribution of such PRODUCT in that country. Further distribution of PRODUCTS after such instruction from ENZO to AMERSHAM will be at the sole risk of AMERSHAM and AMERSHAM shall indemnify and hold harmless ENZO from all infringement liability and damages with respect to such PRODUCTS, including legal costs, compensatory and punitive damages, and attorneys fees.

7.3.1 ENZO will use its best efforts to obtain a license under commercially reasonable terms from any such third party asserting patents as described in Paragraph 7.3. In this event ENZO has the right to adjust prices to AMERSHAM to reflect the licensing cost and ENZO and AMERSHAM will negotiate in good faith to arrive at the amended price.

7.3.2 In the absence of instructions from ENZO to cease sales, ENZO will indemnify AMERSHAM against claims or proceedings for infringements.

7.3.3 Notwithstanding any third party infringement claims, all provisions of this AGREEMENT, including Section 7, shall not be affected but shall remain in full force and effect.

8. Sales Promotions

8.1 AMERSHAM shall use its best efforts in sales promotions and advertisement of the PRODUCTS such as direct mailings, direct customer contact, catalog listings and trade meeting promotions. ENZO will provide AMERSHAM with one copy of the literature, technical data, specifications and the like describing the PRODUCTS as they are currently produced for the assistance of AMERSHAM in the preparation of advertising, catalog and other sales and promotional material. AMERSHAM will list PRODUCTS in its next available

or published product catalog(s) in which the PRODUCTS can be listed and continued such listing after the effective date of this AGREEMENT. AMERSHAM will modify the listings of PRODUCTS in its product catalog(s) as soon as reasonably possible after any corresponding modification of the list of such PRODUCTS in EXHIBIT B.

9. PRODUCT Warranty

9.1 ENZO warrants that the PRODUCTS sold by ENZO to AMERSHAM shall meet the specifications accompanying the PRODUCT delivery. ENZO's sole obligation is to replace the PRODUCTS or give credit therefor to the extent of the purchase price. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9.2 ENZO further warrants that all relevant quality control tests and quality assurance procedures will be performed for each batch of PRODUCTS so that

each batch of PRODUCT conforms with the Product Specifications as listed in EXHIBIT B, that the PRODUCTS will be contained, packaged and labeled as specified by the Product Specifications for such PRODUCTS and that the PRODUCTS will comply with product safety regulations as indicated in EXHIBIT G.

10. Storage and Stock Rotation

10.1 ENZO agrees to share with AMERSHAM all necessary storage and stock rotation practices which apply to the PRODUCTS.

10.2 AMERSHAM further agrees to take diligent care not to ship PRODUCTS to its customers which have expired, been damaged in storage or handling, or improperly stored. AMERSHAM will be responsible for damages arising from its shipment of expired, damaged, or improperly stored PRODUCTS.

11. PRODUCT Labels

11.1 AMERSHAM agrees to ship all PRODUCTS with a joint PRODUCT label which prominently includes the name

ENZO DIAGNOSTICS, INC.

and

AMERSHAM INTERNATIONAL plc
with their respective company logos where appropriate. AMERSHAM further agrees to ship all PRODUCTS intact with ENZO's package inserts and any notice(s) appearing thereon.

12. Force Majeure

12. No liability shall result to either party from delay in performance or from nonperformance under this AGREEMENT caused by circumstances beyond the control of the party who has delayed performance or not performed. The nonperforming party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of its extent and probable duration.

13. Duration and Termination

13.1 This AGREEMENT shall become effective as of the date hereinabove written and shall continue for a period of three (3). Unless terminated, it will continue thereafter for successive renewal terms of one (1) year each. Notwithstanding such period or any renewal, either party may terminate this AGREEMENT without cause at any time by giving the other party notice in writing at least six (6) months in advance of the effective termination date stated in such notice.

13.2 Upon termination of this AGREEMENT all rights, including distribution rights to AMERSHAM and AMERSHAM Affiliates and AMERSHAM Distributors (EXHIBIT C) will be deemed canceled and returned to ENZO.

14. Confidentiality

14.1 Each party undertakes to keep secret and not disclose any information of a confidential nature received from the other relating to the subject of this AGREEMENT or the business affairs of the other both during and after this

AGREEMENT. This undertaking will not apply to any such information which is or falls into the public domain through no fault of the recipient or is lawfully received from a third party or independently developed by the recipient's staff without reverence to the discloser's information.

14.2 Neither party shall make any public announcement in relation to this AGREEMENT without the prior written approval of the other or as otherwise required by law.

15. Indemnification

15.1 Except to the extent the other is negligent or commits an act of wilful misconduct or in default of the terms hereof, each party shall hold the other party harmless from responsibility or liability for damages related to the PRODUCTS or COMPONENTS of this AGREEMENT arising from the fault of such party, its affiliated companies, or its agents or employees.

16. Notices

16.1 All notices to be given with respect to this AGREEMENT shall be in writing and shall be deemed effectively given:

a. when delivered personally;

b. seven calendar days after being deposited in the mail, registered or certified mail, return receipt requested;

c. when telecopied or faxed, receipt acknowledged; or

d. when telexed, confirmed;

addressed as set forth below, or to such other address that either party designates by written notice to the other party;

ENZO: Enzo Diagnostics, Inc.
575 Fifth Avenue, 18th Floor
New York, New York 10017
Attn: Dr. Barbara E. Thalenfeld
Vice President, Scientific Affairs
Fax No.: (212) 856-0878

AMERSHAM: AMERSHAM INTERNATIONAL PLC
Amersham Place
Little Chalfont
Buckinghamshire HP7 9NA
England
Att: Company Secretary
Fax No.: (494) 542266

17. Governing Law

17.1 This Agreement is made under and shall be governed by the laws of the State of New York.

18. Waiver

18.1 Waiver by ENZO or AMERSHAM of any provision of this AGREEMENT shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

19. Compliance with Laws

19.1 Each party will comply with all United States laws, ordinances and regulations properly applicable to the manufacture, sale and distribution of the PRODUCTS described herein.

20. Headings and Numbers

20.1 All Headings and Numbers of the clauses of this AGREEMENT are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

21. Severability

21.1 IN THE EVENT that any clause of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other clause of this AGREEMENT either void or unenforceable, and all other clauses shall remain in full force and effect unless the clause(s) which is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

22. Entirety

22.1 THIS AGREEMENT together with the EXHIBITS attached hereto embodies the entire understanding between AMERSHAM and ENZO, and there are no contracts or prior drafts of the Agreement, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no modification here to shall be of any force or effect unless (1) reduced to writing and signed by both parties hereto, and (2) expressly referred to as being modifications of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

ENZO DIAGNOSTICS, INC.	AMERSHAM INTERNATIONAL PLC
By: _____	By: _____
Elazar Rabbani	((name))
Title: President	Title: Commercial Director
Date: Feb 16 1995	Date: 21. 2. 95

* * * * * * *

EXHIBIT A

Enzo Diagnostics, Inc. Issued Patents

U.S. Patents

Patent Number	Title/Inventor	Grant of Patent Issue Date
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5,328,824	Methods of Using Labeled Nucleotides David C. Ward	Jul. 12, 1994
	Allowed claims (195-267) transmitted on Feb. 6, 1995 to Amersham under Confidientiality Agreement	

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560 651 (Australia)	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Oct. 16, 1987 (16 yr. term began Apr. 13, 1982)
1 219 824 (Canada)	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Mar. 31, 1987
1 223 831 (Canada)	Modified Nucleotides, Methods of Preparing and Utilizing and Compositions Containing the Same Dean L. Engelhardt et al.	Jul. 7, 1987
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1,288,811	Assay Method Utilizing Polynucleotide Sequences Robert Pergolizzi et al.	Nov. 3, 1987
EP 0 133 473 B1	In Vivo Labelling of Polynucleotide Sequences Jannis Stavrianopoulos et al.	March 23, 1994

EP 0 173 339 B1	Composition and Method for the Detection of the Presence of a Polynucleotide Sequence of Interest Elazar Rabbani et al.	Jan. 22, 1992
EP 0 212 546 B1	Method for Labeling Polynucleotide Sequences Jannis Stavrianopoulos et al.	Apr. 1, 1992
1,295,559	Method for Labeling Polynucleotide Sequences Jannis Stavrianopoulos et al.	Feb. 11, 1992
1,299,073 (Canada)	Nucleotide Sequence Composition Method for Detection of Neisseria gonorrhoeae and Method for Screening for a Nucleotide Sequence that is Specific for a Genetically Distinct Group Andrew Lo & Huey-Lang Yang	Apr. 21, 1992
1,309,672	Methods and Structures Employing Non-Radioactive Chemically-Labeled Polynucleotide Probes Jannis Stavrianopoulos	Nov. 3, 1992

Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
1,314,503	Detectable Moelcules, Method of Preparation And Use Jannis Stavrianopoulos	March 16, 1993
1,314,810	Heterologous System for the Detection of Chemically-Labeled DNA and Other Biological Materials Providing a Receptor or Target Moiety Thereon Elazar Rabbani	March 23, 1993
EP 0 242 527 B1	Analyte Detection by Means of Energy Transfer Jannis Stavrianopoulos et al.	May 13, 1992
1,315,222	Polynucleotide Probes and a Method for Their Preparation David Mao et al.	March 30, 1993
0 149 654 B1	Detecting Agent Carrying Polymer Having Multiple Units of Visualization Monomer David C. Ward et al.	Sep. 9, 1992
EP 0 097 373 B1	Modified Nucleotides, Methods of Preparing and Utilizing and Compositions Containing the Same Dean L. Engelhardt et al.	Oct. 7, 1992
EP 0 212 670 B1	Method for Detecting an Analyte Moiety by Means of Signal Localization Elazar Rabbani	Nov. 4, 1992
EP 0 117 440 B1	Method and Structures Employing Chemically-Labelled Polynucleotide Probes Jannis G. Stavrianopoulos et al.	Apr. 7, 1993
EP 0 244 860 B1	Polynucleotide Probes and a Method for their Preparation David T. Mao et al.	Apr. 7, 1993
EP 0 343 424 B1	Method and Kit for Sample Adherence to Test Substrate Huey-Lang Yang et al.	Apr. 21, 1993

Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
EP 0 159 719 B1	Hybridization Method for the Detection of Genetic Material Dean Engelhardt et al.	Jun. 30, 1993
EP 0 122 614 B1	Kit for Terminally Chemically Labelling DNA Christine Brakel	Jul. 14, 1993
EP 0 150 844 B1	Method of Radioactively Labeling Diagnostic and Therapeutic Agents Containing a Chelating Group Jannis Stavrianpoulos	Jul. 28, 1993
0 237 737 B1	A Composition Specific for Neisseria Gonorrhoea Andrew Lo et al.	Sep. 8, 1993

Exhibit B: Products and Transfer Price Paid by Amersham

RPN3000	ECL direct labelling and detection system QC test: 0.5pg detected in an ECL detection on a genomic Southern blot (n-ras) Background less than 2.5 on kodak scale.
Transfer Price:	$*
RPN3001	ECL Direct labelling and detection system QC test: 0.5pg detected in an ECL detection on a genomic Southern blot (n-ras) Background less than 2.5 on kodak scale.
Transfer Price:	$*
RPN3005	ECL direct labeling system QC test: 0.5pg detected in an ECL detection on a genomic Southern blot (n-ras) Background less than 2.5 on kodak scale.
Transfer Price:	$*
RPN3004	ECL detection reagents (2000cm3) QC test [lambda]Hind III blots hybridized overnight with Lambda probe labelled with ECL direct. The 4.36kb band in the 10pg loading must be visualized after a 30 minute exposure. Background less than 2.5 on kodak scale.
Transfer Price:	$*
RPN2105	ECL detection reagents (4000cm3) QC tested as RPN 3004
Transfer Price:	$*
RPN2130	ECL 3' oligolabelling system QC test: Tested in a full functional assay, using the supplied controls. A sensitivity of 20 x 10-28 moles of target (equivalent to 48pg of single stranded M13) can be achieved in 2 hours. Background less than 2.5 on kodak scale.
Transfer Price:	$*
RPM2131	ECL 3' oligolabelling and detection system Combination of RPN2130 and RPN2105
Transfer Price:	$*

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3029 ECL random prime labelling and detection system
QC test: Full functional human genomic hybridization - detection of a single copy gene representing a maximum sensitivity of 0.5pg of target in a lug loading. It is also tested in Southern blots with the unlabelled control DNA to ensure a l(micrometer)g detection level can be attained. The fluorescein-labelled DNA is tested on dot blots to ensure a detection of 0.5pg
Transfer Price: $*

RPN3040 ECL random prime labelling system
QC test: Full functional human genomic hybridization - detection of a single copy gene representing a maximum sensitivity of 0.5pg of target in a l microgram loading. It is also tested in Southern blots with the unlabelled control DNA to ensure a lpg detection level can be attained. The fluorescein-labelled DNA is tested on dot blots to ensure a detection of 0.5pg. Background less than 2.5 on kodak scale. Transfer Price: $*

RPN3041 ECL random prime labelling system
QC test: As RPN3040
Trnasfer Price: $*

RPN3030 ECL random prime labelling and detection system
Combination of l pack each of RPN3040 and RPN3004
Transfer Price: $*

RPN3031 ECL random prime labelling and detection system
Combination of 2 packs each of RPN3040 and RPN3004
Transfer Price: $*

RPN2111
ECL 5'-thiol labelling system QC test: All components are tested for performance in a standard labelling reaction using 5 microgram of M13 forward sequencing primer followed by hybridization of dot blots of single stranded M13mp8. The 0.lng dot is detected after a l hour exposure. Transfer Price: $*

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3020 ECL probe-amp reagents
QC test: tested to ensure incorporation into a DNA amplification product of 910bp. In combination with ECL detection, a single copy gene in human genomic DNA, representing a maximum sensitivity of lpg of target in 2 microgram genomic DNA.
Transfer Price: $*

RPN3021 ECL probe-amp reagents
Consists of 2x RPN3020 as above
Transfer Price: $*

RPN3006 ECL gold buffer
QC test same as ECL direct (RPN3000)
Transfer Price: $*

RPN3200 DNA colour kit
QC test: Full functional in-situ test detection of POMC mRNA in rat pituitary sections. The antibody conjugate, fluorescein labelled DNA and detection reagents also tested individually.
Transfer Price: $*

RNA3300 RNA colour kit
QC test: Full functional in situ test detection of POMC mRNA in rat pituitary sections. The antibody conjugate, fluorescein labelling components and detection reagents also tested individually.
Transfer Price: $*

RPN3400 Oligo colour kit
QC test: Full functional in situ test detection of POMC mRNA in rat pituitary sections. The antibody conjugate and detection reagents also tested individually.
Transfer Price: $*

RPN3540 Fluorescein Gene Images Random prime module
QC test: Full functional test with RPN3510. detection of

0.05pg on a human genomic Southern blot. (n-ras)
Representing single copy gene detection.

Transfer Price: $*

RPN3541 Fluorescein Gene Images Random prime module
Combination of 2 packs of RPN3540

Transfer Price: $*

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3510 Fluorescein Gene Images dioxetane detection module
QC test: Full functional test with RPN3540. detection of
0.05pg on a human genomic Southern blot. (n-ras)
Representing single copy gene detection.

Transfer Price: $*

RPN3511 Fluorescein Gene Images dioxetane detection module
2 packs of RPN3510 Fluorescein Gene Images dioxetane
detection module

Transfer Price: $*

RPN3500 Fluorescein Gene Images labelling and detection system
l pack each of RPN3540 and RPN3510

Transfer Price: $*

RPN3501 Fluorescein Gene Images labelling and detection system
2 packs each of RPN3540 and RPN3510

Transfer Price: $*

RPN3601 Liquid blocking agent
QC tested in the same test as Fluorescein Gene Images

Transfer Price: $*

RPN2071 Labelled (Fl-dUTP) markers lambda Hind III
QC tested by running a gel 5 microliter and 10 microliter
l - o/n blot, block for 1 hour, HRP conj. 1 hr. ECL
detection, 30 minute exposure - 7 bands visualized with 5
microliter loading Transfer Price: $*

RPN2072 Labelled (FL-dUTP) markers E coT 141 QC tested by running a
gel 5 microliter and 10 microliter - o/n blot, block
for 1 hour, HRP conj l hr. ECL detection, 30 minutes
exposure - 9 bands visualized with 5 microliter loading.
Transfer Price: $*

RPN5770 3'-oligolabelling module
QC test: After l hour 240pg band visible, after 24 hours
120pg band visible, when used with RPN5750

Transfer Price: $*

RPN5750 Signal amplification module
QC test: As RPN5770 and RPN5751

Transfer Price: $*

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN5751 Random prime labelling module
QC test: Genomic Southern - 250fg band visible after 24
hours when used with RPN5750

Transfer Price: $*

RPN55752 Random prime labelling and signal amplification system
QC test: As above

Transfer Price: $*

RPN5775 3'-oligolabelling and signal amplification system
QC test: As RPN5770 and RPN5750

Transfer Price: $*

RPN2121 FluoroGreen

Fl-ll-dUTP 30nmol
QC test: Purified by HPCL and analyzed by TLC to monitor fluorescence. Standard nick transaction to measure incorporation (less than 60% incorporation). Greater than 90% incorporation when compared to control batch of fluorescent nucleotide. In rapid labelling assay it should equal control batch and be less than 1:2000 of the neat nucleotide
Transfer Price: $*

RPN2122 FluoroRed
Rhodamine-4-dUTP 30nmol
QC test: As above
Transfer Price: $*

RPN2123 FluroBlue
Coumarin-4-dUTP 30nmol
QC test: Purified by HPLC and analyzed by TLC to monitor fluorescence. Standard nick translation to measure incorporation greater than 60% (incorporation). Greater than 90% incorporation when compared to control batch of fluorescent nucleotide. In rapid labelling assay it should equal control batch and be less than 1:500 of the neat nucleotide
Transfer Price: $*

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The transfer price paid by Amershares will be ** times the prices listed on pages 6-9 of EXHIBIT B

PRICE INDEX 1995

IN SITU HYBRIDIZATION ASSAY SYSTEMS

<TABLE>
<CAPTION>

Cat. No.	Product	Quantity	Price
	BioPap(TM) Kits for Detection of HPV on Cervical Smear Specimens		
<S>	<C>	<C>	<C>
32881	BioPap Human papillomavirus DNA Assay for Cervical Smears	20 test kit	$ 345.00
32892	BioPap Human papillomavirus DNA Typing Assay for Cervical Specimens (Types 6/11, 16/18, 31/33/51	10 test kit	305.00
32883	BioPap Human Papillomavirus DNA Typing Assay Certival Specimen Transport Kit	for 10 specimen	35.00
	PathoGene(R) Kits for Detection of HPV on Formalin-fixed, Paraffin-embedded Tissue Sections		
32879	PathoGene in situ Screening Assay for Human Papillomavirus	20 test kit	425.00
32895	PathoGene in situ Typing Assay for Human Papillomavirus (Types 6/11, 16/18, 31/33/51)	10 test kit	305.00
32877	PathoGene DNA Probe Assay for Identification of Human Papillomavirus (Types 6/11, 16/18, 31/33/51	20 test kit	525.00
32878	PathoGene HPV 18 DNA Probe Reagent	1 ml	140.00
	PathoGene(R) Kits for Detection of Infectious Agents on Formalin-fixed, Paraffin-embedded Tissue Sections		

Peroxidase-AEC Substrate Detection Kits

32871 PathoGene DNA Probe Assay for Identification of Adenovirus
32872 PathoGene DNA Probe Assay for Identification of Cytomegalovirus 20 test kit
235.00
32873 PathoGene DNA Probe Assay for Identification of Epstein-Barr Virus 20 test kit
260.00
32874 PathoGene DNA Probe Assay for Identification of Hepatitis B Virus 20 test kit
235.00
32875 PathoGene DNA Probe Assay for Identification of Herpes Simplex Virus 20 test kit
235.00
32876 PathoGene DNA Probe Assay for Identification of Chlamydia trachomatis 20 test kit
235.00

Peroxidase-DAB Substrate Detection Kits

32861 PathoGene DNA Probe Assay for identification of 20 test kit
235.00
32862 PathoGene DNA Probe Assay for identification of 20 test kit
260.00
32863 PathoGene DNA Probe Assay for identification of 20 test kit
235.00
32864 PathoGene DNA Probe Assay for identification of 20 test kit
235.00
32865 PathoGene DNA Probe Assay for identification of 20 test kit
235.00
32866 PathoGene DNA Probe Assay for identification of 20 test kit
235.00
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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

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Alkaline Phosphatase-BCIP/NBT Substrate Detection Kit

<C> <C> <C>
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32851 PathoGene DNA Probe Assay for identification of Adenovirus 20 test kit
$250.00
32852 PathoGene DNA Probe Assay for identification of Cytomegalovirus 20 test kit
275.00
32853 PathoGene DNA Probe Assay for identification of Epstein-Barr Virus 20 test kit
250.00
32854 PathoGene DNA Probe Assay for identification of Hepatitus B Virus 20 test kit
250.00
32855 PathoGene DNA Probe Assay for identification of Herpes Simplex Virus 20 test kit
250.00
32856 PathoGene DNA Probe Assay for identification of Chlamydia trachomatis 20 test kit
250.00

IN SITU HYBRIDIZATION ASSAY SYSTEMS

Cat. No. Product Quantity
Price

32870 Peroxidase-ABC Detection Kit (ready-to-use) 20 test kit
95.00
32860 Peroxidase-ABC Detection Kit (ready-to-use) 20 test kit
95.00
32850 Alkaline Phosphate-BCIP/NBT (ready-to-use) 20 test kit
105.00
32700 Enhanced in situ Detection Kit, alkaline phosphatase 20 test kit
195.00
32600 Enhanced in situ Detection Kit, peroxidase 20 test kit
195.00

IN SITU HYBRIDIZATION ASSAY SYSTEMS

Cat. No. Product Quantity
Price

46305 Dot Blot Hybridization and Detection Assay Kit 1 kit
750.00
46305C Dot Blot Hybridization and Detection Assay Kit, Control DNA Pack 1 kit
170.00
46307 Dot Blot Hybridization and Detection Assay Kit, CMV Control DNA Pack 1 kit
135.00

46308	Dot Blot Hybridization and Detection Assay Kit, HBV Control DNA Pack	1 kit
135.00		
44300	Dot Blot Manifold	1 unit
425.00		
46330	HIV-1 Microplate Hybridization Assay	96 test kit
625.00		
46331	SK 38K/SK 39 Oligonucleotide pair complementary to HIV-1 gag region	5 nanomoles each
175.00		
46340	MTB Microplate Hybridization Assay	96 test kit
625.00		
46341	MTB 10/MTB 11 Oligonucleotide pair complementary to MTB	5 nanomoles each
175.00		
46350	HBV Microplate Hybridization Assay	96 test kit
625.00		
46351	HBO1/HBO2 Oligonucleotide pair complementary to HBV core region	5 nanomoles each
175.00		
46352	HBV Serum Specimen Preparation Kit	for 96 specimens
50.00		
46353	HBV Enhanced Microplate Hybridization Assay	for 96 specimens
700.00		
46354	HBV Serum Specimen Titration Standards	for 4 assay determinations
50.00		
46360	HIV-2 Microplate Hybridization Assay	96 test kit
625.00		
46361	B306/VB310 Oligonucleotide pair complementary to HIV-2	5 nanomoles each
175.00		

BIOPROBE(R) LABELED PROBES

Cat. No.	Product	Quantity	Price
40834	Adenovirus	80ul	$175.00
40835	Cytomegalovirus	80ul	205.00
40836	Epstein-Barr Virus	80ul	175.00
40837	Hepatitus B Virus	80ul	175.00
40838	Herpes Simplex Virus	80ul	175.00
40839	Chlamydia trachomatis	80ul	175.00
40840	Lambda	80ul	175.00
40841	pBR322 (negative DNA control)	80ul	75.00
40842	Hepatitis A Virus	80ul	175.00
40843	Mycoplasma pneymoniae	80ul	175.00
40845	SV40	80ul	175.00
40846	Campylobacter jejuni	80ul	175.00
40847	JC Virus	80ul	175.00
40848	BK Virus	80ul	175.00
40849	Blur 8 (human alu repeat) (positive DNA control)	80ul	75.00
40714	c-Ha-ras (activated, human)	80ul	220.00
40717	c-Myc (human)	80ul	220.00
40718	N-Myc (human)	80ul	220.00

BIOPROBE(R) LABELING SYSTEMS FOR NUCLEIC ACIDS

Cat. No.	Product	Quantity	Price

42803 Nick Translation System (containing Bio II-dUTP) for 10u DNA
230.00
42804 Nick Translation System (to be used with nucleotide of choice) for 10u DNA
105.00
42809 Terminal Labeling Kit for 10u DNA
285.00
42810 Random Priming Kit (containing Bio 11-dUTP) for 10u DNA
230.00
42813 BioBridge Labeling System for 8u DNA
295.00
42814 BioBridge Lebaling Molecule for 8u DNA
210.00
42807 RNA Labeling System - T3/T7 for 20 reactions (1u each)
330.00
42808 RNA Labeling System - SP6 for 20 reactions (1u each)
330.00

BIOPROBE(R) LABELING SYSTEMS FOR NUCLEIC ACIDS - BIOTINYLATED NUCLEOTIDES

Cat. No. Product Quantity
Price

42806 Bio-11dUTP (0.3 mM) 22.5 nanomoles
225.00
42806-50 Bio-11dUTP (1.0 mM) 50.0 nanomoles
285.00
42811 Bio-16dUTP (0.3 mM) 22.5 nanomoles
230.00
42811-50 Bio-16dUTP (1.0 mM) 50.0 nanomoles
285.00
42816 Bio-11dCTP (0.3 mM) 22.5 nanomoles
225.00
42816-50 Bio-11dCTP (1.0 mM) 50.0 nanomoles
285.00
42819 Bio-7-dATP (0.3 mM) 22.5 nanomoles
225.00
42819-50 Bio-71dATP (1.0 mM) 50.0 nanomoles
285.00
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42812 Bio-AP3-dCTP (0.3 mM) 22.5 nanomoles
$230.00
42815 Bio-11-CTP (20 mM) 1u mole
385.00
42801 Bio-11-CTP (20 mM) 1u mole
385.00
42817 Allylamine UTP (20 mM) 400 nanomoles
230.00

DETEK(R) SIGNAL GENERATING SYSTEMS

Cat. No. Product Quantity
Price

43818* DETEK I-f for 200 slides
180.00
43861* IgG fraction rabbit anti-biotin 0.4 ml
210.00
43805* DETEK-fav 5 ml
110.00
43820* DETEK-hrp Kit 00 ml working solution or
150.00
40 membranes (100 cm2 each)
43822* DETEK-alk Kit 500 ml working solution or
225.00
40 membranes (100 cm2 each)
42823* DETEK Enhancer Kit for 20 slides
135.00

43825 Peroxidase Substrate Kit (AEC) 300 ml working solution
90.00
43826 Peroxidase Substrate Kit (DAB) 300 ml working solution
90.00
43827 Alkaline Phospharase Substrate Kit (NBT/BCIP) 400 ml working solution
160.00

43406	ENZOITIN(R)Biotinylating Reagent	100 mg	150.00

GLASS FIBER FILTERS

Cat. No.	Product	Quantity	Price
44524	Disc (24 min diameter)	400/box	60.00
44525	Disc (25 min diameter)	400/box	60.00
44101	Rectangle (10.25 cm x 25.4 cm)	100/box	120.00

</TABLE>
* These PRODUCTS are designated for nucleic acid detection

EXHIBIT C: AMERSHAM AFFILIATES

Australia: Amersham Australia Pty Ltd
16 Anella Avenue
Castle Hill, Sydney
NSW 2154
Australia

Belgium: Amersham Belgium NV/SA
Ottergemseteenweg 644 Z
9000 gent
Belgium

Canada: Amersham Canada Ltd
1166 South Service Road West
Oakville
Ontario L6L 5T7
Canada

Denmark: Amersham Denmark ApS
Blokken 11
DK-3460 Birkerod
Denmark

France: Amersham France SA
12 Avenue des Tropiques
ZA Courtaboeuf
91944 Les Ulis
France

Germany: Amersham Buchler
GmbH & Co KG
Geschaftsbereich Life Science
Gieselweg 1
D - 38110 Braunschweig
Germany

Hong Kong: Amersham Far East Trading Ltd
Suite 1001-7
Sun Hung Kai Centre
30 Harbour Road
Wanchai, Hong Kong

Italy: Amersham Italia S.r.L
Via Quintilliano 30
20138 Milano
Italy

Japan: Amersham KK
Tokyo Toyama Kaikan
1-3 Hakusan 5-Chome
Bunkyo-Ku
Tokyo 112
Japan

Netherlands: Amersham Nederland B.V
Amerikastraat 3a
5232 BE's Hertogenbosch

Netherlands

Norway: Amersham Denmark Aps
Norway Branch
Baerumsveien 373
PO Box 170
N-1346 Gjettum
Norway

Russia: Amersham International plc
Moscow Office
Tverskaya 22A, 5th Floor
Moscow 103050, Russia

Spain: Amersham Iberica S.A
Alfonso Gomex 38-4a
28037 Madrid
Spain

Sweden: Amersham Sweden AB
Parkvagen 4B
171 23 Solna
Sweden

Switzerland: Amersham Rahn
Dorflistrasse 120
CH-8050
Zurich
Switzerland

USA: Amersham North America
2636 South Clearbrook Drive
Arlington Heights
Illinois 60005

EXHIBIT D: Component and transfer price paid by Enzo

<TABLE>
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<S>	<C>	<C>	<C>
RPN2130	ECL 3' oligolabelling system		
	Terminal transferase	100 microliter	*
	Cacodylate buffer	100 microliter	*
	Deionized water	1ml	
	Control unlabelled probe	30 microliter	*
	Control labelled DNA	50 microliter	*
	Control target DNA	10 microliter	*
	Anti Fluorescein HRP conj.	2x500 microliter	*
	Liquid blocking agent	100ml	
	Hybridization buffer component	lg	
Transfer Price:	$*		
RPN2131	ECL 3' oligolabelling and detection system		
	Combination of RPN2130 and RPN2105		
Transfer Price:	$*		
RPN3029	ECL random prime labelling and detection system		
	Primers	75 microliter	
	Exo free Kleno	30 microliter	*
	Deionized water	1ml	
	Control unlabelled DNA	50 microliter	*
	Control labelled DNA	50 microliter	*
	Anti fluorescein HRP conj.	250 microliter	*
	Liquid blocking agent	50ml	
	ECL detection reagent 1	62.5ml	
	ECL detection reagent 1	62.5ml	
Transfer Price:	$*		
RPN3040	ECL random prime labelling system		
	Primers	150 microliter	
	Exo Free Klenow	40 microliter	*
	Deionized water	1ml	
	Control unlabelled DNA	50 microliter	*
	Control labelled DNA	50 microliter	*
	Anti Fluorescein HRP conj.	500 microliter	*
	Liquid blocking agent	100ml	
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3041	ECL random prime labelling system		
	Primers	75 microliter	
	Exo free Klenow	20 microliter	*
	Deionized water	1ml	
	Control unlabelled DNA	50 microliter	*
	Control labelled DNA	50 microliter	*
	Anti fluorescein HRP conj.	250 microliter	*
	Liquid blocking agent	50ml	
Transfer Price:	$*		
RPN3030	ECL random prime labelling and detection system		
	Combination of 1 pack each of RPN3040 and RPN3004		
Transfer Price:	$*		
RPN3031	ECL random prime labelling and detection system		
	Combination of 2 packs each of RPN3040 and RPN3004		
Transfer Price:	$*		
RPN2111	ECL 5'-thiol labelling system		
	Lyophilized derivatized HRP	5 tubes *	
	Control HRP labelled probel	25 microliter	*
	Control target DNA	10 microliter	*
	Blocking reagent	20g	
Transfer Price:	$*		
RPN3020	ECL probe-amp reagents		
	Anti-Fluorescein HRP conj.	500 microliter	*
	Blocking reagent	10g	
Transfer Price:	$*		
RPN3021	ECL probe-amp reagents		
	Consists of 2x RPN3020 as above		
Transfer Price:	$*		
RPN3006	ECL gold buffer		
		2 x 500ml	
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3200	DNA colour kit		
	Primers	75 microliter	
	Exo free Klenow	15 microliter	*
	Deionized water	lml	
	Control unlabelled DNA	50 microliter	*
	Anti fluorescein AP conj.	40 microliter	*
	Hybridization Buffer	5ml	
	Blocking agent	10g	
	BCIP	500 microliter	*
	NBT	500 microliter	*
Transfer Price:	$*		
RPN3300	RNA colour kit		
	Transcription buffer	80 microliter	*
	HPRI	20 microliter	*
	SP6 RNA polymerase	40 microliter	*
	T7 RNA polymerase	40 microliter	*
	Deionized water	lml	
	Control template	5 microliter	*
	Anti fluorescein AP conj.	40 microliter	*
	Hybridization Buffer	5ml	
	Blocking agent	10g	
	BCIP	500 microliter	*
	NBT	500 microliter	*
Transfer Price:	$*		
RPN3400	Oligo colour kit		
	Terminal transferase	100 microliter	*
	Cacodylate buffer	100 microliter	
	Deionized water	1ml	
	Control unlabelled probe	30 microliter	*
	Anti fluorescein AP conj.	40 microliter	*
	Hybridization Buffer	5ml	
	Blocking agent	10g	

	BCIP	500 microliter	*
	NBT	500 microliter	*
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN3540	Fluorescein Gene Images Random prime module		
	Primers	150 microliter	
	Exo free Klenow	40 microliter	*
	Deionized water	lml	
	Control unlabelled DNA	50 microliter	*
	Control labelled DNA	50 microliter	*
	Liquid blocking agent	100ml	
Transfer Price:	$*		
RPN3541	Fluorescein Gene Images Random prime module		
	Combination of 2 packs of RPN3540		
Transfer Price:	$*		
RPN3510	Fluorescein Gene Images dioxetane detection module		
	Anti-fluorescein AP conj.	150 microliter	*
	Liquid blocking agent	2x100ml	
	Dioxetane detection reagent	40ml	*
	Development bags	8	
Transfer Price:	$*		
RPN3511	Fluorescein Gene Images dioxetane detection module		
	2 packs of RPN3510 Fluorescein Gene Images dioxetane detection module		
Transfer Price:	$*		
RPN3500	Fluorescein Gene Images labelling and detection system		
	l pack each of RPN3540 and RPN3510		
Transfer Price:	$*		
RPN3501	Fluorescein Gene Images labelling and detection system		
	2 packs each of RPN3540 and RPN3510		
Transfer Price:	$*		
RPN3601	Liquid blocking agent		
		100ml	
Transfer Price:	$*		
RPN2071	Labelled (Fl=dUTP) markers lambda Hind III		
		200 microliter	
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN2072	Labelled (Fl-dUTP) markers E coT 141		
		200 microliter	
Transfer Price:	$*		
RPN5770	3'-oligolabelling module		
	Terminal transferase	40 microliter	*
	Cacodylate buffer	100 microliter	*
	Deionized water	lml	
	Control unlabelled probe	30 microliter	*
	Control labelled DNA	50 microliter	*
	Control target DNA	10 microliter	*
Transfer Price:	$*		
RPN5750	Signal amplification module		
	Anti-fluorescein AP conj.	150 microliter	*
	Liquid blocking agent	2X100ml	
	Detection reagent (attophos)	36mg	
	Detection buffer	60ml	
	Detection bags	16	
Transfer Price:	$*		
RPN5751	Random prime labelling module		
	Primers	150 microliter	
	Exo free Klenow	40 microliter	*

	Deionized water	1ml	
	Control unlabelled DNA	50 microliter	*
	Control labelled DNA	50 microliter	*
	Liquid blocking agent	100ml	
Transfer Price:	$*		
RPN5752	Random prime labelling and signal amplification system		
	Combination of RPN5751 and RPN5750		
Transfer Price:	$*		
RPN5775	3'-oligolabelling and signal amplification system		
	Combination of RPN5770 and RPN5750		
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

</TABLE>

EXHIBIT E-1/2

Exhibit E: Component 1 and Transfer Price Paid by Enzo

RPN3000	ECL direct labelling and detection system		
	DNA labelling reagent	0.5ml	
	Glutaraldehyde solution	0.5ml	
	Water	lml	
	lambda HindIII control DNA	0.1ml	*
	Gold hybridization buffer	500ml	
	Blocking reagent	25g	
	ECL detection reagent l	125ml	
	ECL detection reagent 2	125ml	
Transfer Price:	$*		
RPN3001	ECL direct labelling and detection system		
	DNA labelling reagent	2x0.5ml	
	Glutaraldehyde solution	2x0.5ml	
	Water	2xlml	
	lambda HindIII control DNA	2x0.1ml	*
	Gold hybridization buffer	2x500ml	
	Blocking reagent	2x25g	
	ECL detection reagent l	2x125ml	
	ECL detection reagent 2	2x125ml	
Transfer Price:	$*		
RPN3005	ECL direct labelling system		
	DNA labelling reagent	0.5ml	
	Glutaraldehyde solution	0.5ml	
	Water	lml	
	lambda HindIII control DNA	0.1ml	*
	Gold hybridization buffer	500ml	
	Blocking reagent	25g	
Transfer Price:	$*		
RPN3004	ECL detection reagents (2000cm2)		
	ECL detection reagent l	125ml	
	ECL detection reagent 2	125ml	
Transfer Price:	$*		

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN2105	ECL detection reagents (4000cm2)		
	ECL detection reagent 1	250ml	
	ECL detection reagent 2	250ml	
Transfer Price:	$*		

- ----------
* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

EXHIBIT E2/2

Patents licensed to Amersham International

Country	Patent Number	Inventor
UK/Belgium/France/Germany/Italy/ Netherlands/Sweden/Switzerland	EPO 116454	Whitehead T.P. et al.
Australia	575552	Whitehead T.P. et al.
Canada	1217121	Whitehead T.P. et al.
Finland	76380	Whitehead T.P. et al.
Japan	1649 482	Whitehead T.P. et al.
New Zealand	207095	Whitehead T.P. et al.
South Africa	84/0909	Whitehead T.P. et al.
USA	4598044	Whitehead T.P. et al.
Europe	120376	Renz M
USA	5053326	Renz M
Japan	1634268	Renz M

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

EXHIBIT F

Completed Kits

Cat. Code	Description	Stock Level
RPN 3000	ECL direct labelling & detection system	*
RPN 3001	ECL direct labelling & detection system	*
RPN 3005	ECL direct labelling system	*
RPN 3004	ECL detection reagents	*
RPN 2105	ECL detection reagents	*
RPN 2130	ECL 3'oligolabelling system	*
RPN 2131	ECL 3'oligolabelling and detection system	*
RPN 3029	ECL random prime labelling & detection system	*
RPN 3030	ECL random prime labelling & detection system	*
RPN 3031	ECL random prime labelling & detection system	*
RPN 3040	ECL random prime labelling system	*
RPN 3041	ECL random prime labelling system	*
RPN 3020	ECL probe-amp reagents	*
RPN 3021	ECL probe-amp reagents	*
RPN 2111	ECL 5' thiol labelling system	*
RPN 3006	ECL Gold buffer	*
RPN 3200	DNA colour kit	*
RPN 3300	RNA colour kit	*
RPN 3400	Oligo colour kit	*

RPN	3500	Fluorescein Gene Images labelling & detection system	*
RPN	3501	Fluorescein Gene Images labelling & detection system	*
RPN	3510	Fluorescein Gene Images dioxetane detection system	*
RPN	3511	Fluorescein Gene Images dioxetane detection system	*
RPN	3540	Fluorescein Gene Images random prime module	*
RPN	3541	Fluorescein Gene Images random prime module	*
RPN	3601	Liquid blocking agent	*
RPN	2071	Labelled markers [lambda]HINDiii	*
RPN	2072	Labelled markers [lambda]Eco T141	*
RPN	2121	FluoroGreen	*
RPN	2122	FluoroRed	*
RPN	2123	FluoroBlue	*
RPN	5770	3' oligolabelling module	*
RPN	5750	Signal amplification module	*

*The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN	5751	Random prime labelling module	*
RPN	5752	Random prime labelling signal amplification	*
RPN	5775	3' oligolabelling & signal amplification system	*

Work in progress

Code	Description	Number
1046311	exo-klenow 5u/ul	*
1047882	vial liquid block	*
1058925	vial, exo-klenow, 40ul	*
1058932	vial, exo-klenow, 20ul	*
1059304	vial, liquid block, 100ml	*
1059441	bags, polyprop 300x250-mm, pk of 8	*
1059632	Batch mix, RPN3540	*
1059687	Batch mix RPN3510	*
1064285	vial, AP conj. monoclonal	*
1065794	Batch mix RPN3601	*
1067811	vial attophos unlabelled	*
1067873	vial attophos	*
1067880	vial attophos buffer	*
1068931	vial, terminal transferase 44ul	*
10669136	Batch mix RPN5750	*
1075700	Casein, hamersten, irradiated	*
AR/MB/103	1nm Fl UTp	*
NIF539FB	Control probe	*
NIF816	Control target 11ul	*
NIF818	Control unlabelled DNA 55ul	*
NIF822	Control DNA 100ul	*
NIF935	Lumiphos 530	*
NIF948	Fl-dUTP 33ul	*
NIF948FB	Fl-11-dUTP	*
NIF965	HRP conj.275ul	*
NIF994	BCIP soln.500ul	*
NIF995	NBT soln. 500ul	*
NIF996	Anti-Fl AP conj.	*
NIF997	Hybridization buffer 5ml	*
NIF999	Nucleotide mix 176ul	*
RPN2071V	HINdIII marker 220ul	*
RPN2072V	EcoT14iDNA 220ul	*
RPN2111K	ECL oligolabelling	*
RPN2121V	Fl-green 33ul	*
RPN2122FB	Fl-red	*
RPN2122V	Fl-red 33ul	*
RPN2123FB	Fl-blue	*
RPN2123V	Fl-blue 33ul	*

*The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

RPN2130K	Batch mix RPN 2130	153
RPN3004K	Batch mix RPN 3004	142
RPN3005K	Batch mix RPN 3005	204
RPN3020K	Batch mix RPN 3020	2
RPN3040K	Batch mix RPN 3040	9
RPN3200K	Batch mix RPN3200	18
RPN3300K	Batch mix RPN3300	60
RPN5751	Batch mix RPN 5751	25

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

Exhibit G:

Product Safety Regulations
- --------------------------

US: OSHA Hazard Communication Standards
UK: Chemical (Hazardous Information and Packaging)
Japan: Poisonous and Deleterious Substance Control Law

EXHIBIT 10(aa)

ENZO DIAGNOSTICS, INC. - DAKO A/S
DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT, effective upon acceptance by both parties below by and between ENZO DIAGNOSTICS, INC. ("ENZO"), a New York corporation having its principal place of business at 60 Executive Boulevard, Farmingdale, New York 11735, and DAKO A/S ("DAKO") a private Danish Corporation having its principal place of business at Produktionsvej 42, DK-2600 Glostrup, Denmark and its American subsidiary, DAKO CORPORATION a California corporation having its principal place of business at 6392 Via Real, Carpinteria, California 93013.

WHEREAS, ENZO owns rights to certain patents and patent applications listed in EXHIBIT A ("PATENTS");

WHEREAS ENZO manufactures and/or sells certain products, including products covered by claims of PATENTS ("PRODUCTS") listed in EXHIBIT B and products not covered by claims of PATENTS listed in EXHIBIT C;

WHEREAS DAKO wishes to market and distribute some of said PRODUCTS listed in EXHIBIT B and products listed in EXHIBIT C as agreed upon;

NOW, THEREFORE, in consideration of the good and valuable mutual agreements hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS:

DAKO Affiliate means an entity controlled by or under common control with DAKO as listed in EXHIBIT D. For purposes of this AGREEMENT, control shall mean the ownership of a majority of the voting equity interest.

DAKO Distributor means a local company, outside the countries in which a DAKO Affiliate is located, in which DAKO does not sell directly or through a DAKO Affiliate. Dako Distributors listed in EXHIBIT D have rights to sell only in the country in which they are located.

DAKO means DAKO A/S, including DAKO Affiliates and DAKO Distributors.

1. Distributor Appointment

ENZO hereby appoints DAKO to act as its nonexclusive distributor worldwide for the distribution and sale of such PRODUCTS (EXHIBIT B) and products (EXHIBIT C) as agreed upon, and DAKO agrees to act as such distributor under the terms and conditions set forth herein.

DAKO hereby agrees:

a. not to purchase any PRODUCTS from other suppliers;

b. not to manufacture PRODUCTS;

c. to rely on ENZO as its sole source of PRODUCTS;

d. not to use any PRODUCT to manufacture new or other PRODUCTS;

e. that all PRODUCTS distribributed by DAKO are for research use only and are not intended for or to be used for diagnostic or therapeutic purposes; and

f. that except for DISTRIBUTION under the terms and conditions as set forth in this AGREEMENT, purchase does not include any right or license to exploit these PRODUCTS commercially, including any right to sell these PRODUCTS to other distributors who are not DAKO Affiliates or DAKO Distributors (EXHIBIT D) and that any other commercial use or development of these PRODUCTS without the express written authorization of ENZO is strictly prohibited.

2. Relationship between ENZO and DAKO

Nothing herein creates or constitutes a partnership or an agreement of agency between the parties with respect to any activities whatsoever. The relationship between ENZO and DAKO shall be that of seller and buyer, and neither party shall conclude any contract or agreement or make any commitment, representation or warranty which binds the other party or otherwise act in the name of or on behalf of the other party.

This AGREEMENT may not be assigned or otherwise transferred by DAKO without the prior written consent of ENZO. Any attempted assignment or transfer without such consent shall be void.

DAKO certifies that past sales of PRODUCTS as of * were * . A one-time

payment of * will constitute full consideration for damages of past infringement.

ENZO and DAKO agree that the distribution relationship between them does not constitute, nor does it imply, a license of any of ENZO's technology or patents, nor does it abrogate any of ENZO's rights under its patents. ENZO maintains full rights under its PATENTS. The foregoing statements are paramount to this AGREEMENT.

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 406.

3. PRODUCTS and Price and Payment

PRODUCTS covered by this AGREEMENT are listed in EXHIBIT B and EXHIBIT C attached hereto. The price to DAKO for each product shall be * times the current domestic (i.e. United States) retail price as reflected by the prices in ENZO's most recently published price list.

When yearly retail price of sales of these products by DAKO is greater than 5 million dollars (US), the price to DAKO for each product shall be * times the current domestic (i.e. United States) retail price as reflected by the prices in ENZO's most recent published price list.

The current domestic retail prices at the time of execution of this AGREEMENT are listed in EXHIBIT B and EXHIBIT C. Prices to DAKO may be adjusted no more than once during a calendar year. ENZO has the right to adjust prices to DAKO after providing DAKO with forty-five (45) days written notice. Any price adjustment will affect future purchases, but will not affect those already under existing firm purchase order commitment.

ENZO or DAKO may propose in writing to add, to modify or to delete PRODUCT or products in EXHIBIT B or EXHIBIT C. Both ENZO and DAKO must agree in writing to such additions, deletions or modifications of PRODUCTS in EXHIBITS B or C before such changes are incorporated therein.

4. Terms of Payment and Audit

Payment shall be net, thirty (30) days from the end of the month in which the PRODUCTS are delivered.

DAKO agrees to permit its books and records to be examined by ENZO to verify receipts. Examination will take place on reasonable prior notice, as necessary, but not more than once per year. Such examination is to be made by an independent auditor of ENZO's choice, at ENZO's expense, except in the event that the results of the audit reveal a discrepancy benefiting ENZO by five percent (5%) or more, then the audit fees shall by paid by DAKO.

5. PRODUCT Shipments

All PRODUCTS shipped by ENZO to DAKO will be shipped F.O.B. Farmingdale, NY.

6. Forecasts and Purchase Orders

DAKO shall issue a forecast schedule during the mid-month of each calendar quarter covering its estimated requirements for PRODUCTS for the succeeding two (2) calendar quarters. Such forecast shall be considered for planning purposes only and not a purchase commitment.

A purchase order will be issued by DAKO at least sixty (60) days in advance of the requested delivery of PRODUCT. This purchase order will indicate specific delivery and/or shipping requirements. Purchase orders will be delivered to ENZO by Federal Express or similar carrier so

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

that the receipt can be confirmed. ENZO shall meet such requirements unless it advises DAKO within ten (10) business days of the date of such purchase order that it is unable to supply PRODUCT as ordered by DAKO whereupon the parties agree to discuss a revised schedule for delivery of PRODUCT to DAKO. After ENZO and DAKO agree to the provisions of a revised schedule, ENZO will make its best efforts to fulfill the provisions of the revised schedule.

Each purchase order shall be governed by the relevant provisions of this AGREEMENT (unless otherwise expressly provided in the individual purchase order and confirmed in writing by ENZO) and no term or condition which may appear in the printed matter in DAKO's order form or any form from ENZO shall be binding on either party or apply to any transaction under this AGREEMENT.

7. PRODUCT Deliveries and Specifications

Within thirty (30) days after the effective date of this Agreement, ENZO shall provide DAKO with PRODUCT specifications and package inserts for those PRODUCTS in EXHIBIT B that DAKO intends to distribute.

When an order is placed by DAKO, ENZO shall ship the PRODUCT in accordance with Section 5 above. Failure by DAKO to notify ENZO of rejection of the PRODUCT within fifteen (15) days of receipt of PRODUCT will constitute acceptance. ENZO shall supply, at the time of shipment of the PRODUCT to DAKO, a statement that the PRODUCT conforms to the PRODUCT specifications. If after receipt of the PRODUCT, DAKO determines that it does not conform to the PRODUCT specification provided by ENZO, and that the failure to conform to the PRODUCT specifications was not the direct result of shipping and handling, DAKO will provide ENZO with documentation of this failure to conform to the PRODUCT specifications. If ENZO accepts the documentation provided by DAKO, ENZO will ship a replacement order. If ENZO does not accept the documentation provided by DAKO, then the differences in the determination of the manufacturing specifications for the allegedly nonconforming PRODUCT will be settled by representatives of the technical staffs of ENZO and DAKO.

If DAKO receives a notice from a third party asserting that any of the PRODUCTS of this AGREEMENT infringe on an issued patent in the country of sale, then DAKO shall immediately give written notice to ENZO. Upon notice to ENZO or DAKO from a third party asserting that any of the PRODUCTS of this AGREEMENT infringe on an issued patent in the country in which such PRODUCTS are sold, ENZO has the right to exclude such PRODUCTS from this AGREEMENT for that country and can further instruct DAKO to cease all such distribution of such PRODUCT in that country. Further distribution of PRODUCTS after such instruction from ENZO to DAKO will be at the sole risk of DAKO and DAKO shall indemnify and hold harmless ENZO from all infringement liability and damages with respect to such PRODUCTS, including legal costs and attorneys fees.

Notwithstanding any third party infringement claims, all provisions of this AGREEMENT, including Section 7, shall not be affected but shall remain in full force and effect to the fullest extent possible.

8. Sales Promotions

DAKO shall exert on its own account, its best efforts in sales promotions and advertisement of the PRODUCTS such as individual client contact, direct mailings, catalog listings and trade meeting promotions. ENZO will provide DAKO with one (1) copy of the literature, technical data, specifications and the like describing the PRODUCTS that DAKO is distributing as they are currently produced for the assistance of DAKO in the preparation of advertising, catalog and other sales and promotional material. DAKO will list PRODUCTS in its next available or published product catalog(s) in which the PRODUCTS can be listed after the effective date of this Agreement. DAKO will modify the listings of PRODUCTS in its product catalog(s) as soon as reasonably possible after any corresponding modification of the list of such PRODUCTS in EXHIBIT B and EXHIBIT C that it intends to distribute.

9. PRODUCT Warranty

ENZO warrants that the PRODUCTS manufactured by ENZO for distribution by DAKO shall meet the specifications described in ENZO's PRODUCT or package inserts. ENZO's sole obligation is to replace the PRODUCTS with similar PRODUCTS to the extent of the purchase price. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Storage and Stock Rotation

ENZO agrees to share with DAKO all necessary storage and stock rotation practices which apply to the PRODUCTS.

DAKO further agrees to take diligent care not to ship PRODUCTS to its customers which have expired, been damaged in storage or handling, or improperly stored. DAKO will be responsible for damages arising from its

shipment of expired, damaged, or improperly stored PRODUCTS.

11. PRODUCT Labels

All PRODUCTS will be labeled with the ENZO DIAGNOSTICS, INC. label. DAKO further agrees to ship all PRODUCTS intact with ENZO's package inserts and any notice(s) appearing thereon.

12. Confidentiality of Information

DAKO and ENZO agree that they will not disclose any proprietary and confidential information made available to them by the other party. Both parties further agree that all confidential material will be in writing and marked confidential and that they will not make more copies than necessary of documents or materials which are provided under this AGREEMENT, nor will they distribute such documents or materials, or copies thereof, to any third party. Furthermore, both parties agree to return any such documents or materials, or copies thereof, which are provided under this AGREEMENT if directed or requested to do so.

The above obligations shall not apply to those portions of ENZO's and DAKO's proprietary and confidential information which (1) are or become generally publicly available through no act or failure to act by the recipient party, (2) were demonstrably known to both parties prior to disclosure under this Agreement, or (3) are subsequently disclosed by a third party having a legal right to do so and not having a confidential relationship with respect thereto.

13. Force Majeure

NO LIABILITY shall result to either party from delay in performance or from nonperformance under this Agreement caused by circumstances beyond the control of the party who has delayed performance or not performed. The nonperforming party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of its extent and probable duration.

14. Duration and Termination

This AGREEMENT shall become effective as of the date hereinabove written and shall continue for a period of three (3) years. Unless terminated, it will continue thereafter for successive renewal terms of one (1) year. Either party may terminate this AGREEMENT without cause at any time by giving the other party notice in writing at least six (6) months in advance of the effective termination date stated in such notice.

Upon termination of this AGREEMENT all distribution rights to DAKO will be deemed immetiately canceled and returned in toto to ENZO.

15. Indemnification

Except to the extent the other is negligent or commits an act of wilful misconduct or in default of the terms hereof, ach party shall hold the other party harmless from responsibility or liability for damages related to the PRODUCTS of this AGREEMENT arising from the fault of such party, its affiliated companies, or its agents or employees.

16. Notices

All notices to be given with respect to this AGREEMENT shall be in writing and shall be deemed effectively given:

when delivered personally;

seven (7) calendar days after being deposited in the mail, registered or certified mail, return receipt requested;

when telecopied or faxed, receipt acknowledged; or

when telexed, confirmed;

addressed as set forth below, or to such other address that either party designates by written notice to the other party;

ENZO:
Enzo Biochem, Inc.
575 Fifth Avenue, 18th Floor
New York, NY 10017

Attn: Dr. Barbara E. Thalenfeld
Vice President, Corporate Development
Fax No.: (212) 856-0878

DAKO:
DAKO A/S
Produktionsvej 42
DK-2600 Glostrup
Denmark
Attn: John Place
Business Development Manager
Fax No.: 45 42 841822

17. Governing Law

This Agreement is made under and shall be governed by the laws of the State of New York.

18. Waiver

Waiver by ENZO or DAKO of any provision of this AGREEMENT shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

19. Compliance with Laws

Each party will comply with all United States laws, ordinances and regulations properly applicable to the manufacture, sale and distribution of the PRODUCTS described herein. Where applicable, the parties will comply with the laws of the country in which the product is being sold.

20. Headings

All Headings of the clauses of this AGREEMENT are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

21. Severability

In the event that any clause of this AGREEMENT shall be found to be void or unenforceable, such finding shall not be construed to render any other clause of this AGREEMENT either void or unenforceable, and all other clauses shall remain in full force and effect unless the clause(s) which

is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

22. Entirety

This AGREEMENT together with the EXHIBITS attached hereto embodies the entire understanding between DAKO and ENZO, and there are no contracts or prior drafts of the AGREEMENT, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no modification here to shall be of any force or effect unless (1) reduced to writing and signed by both parties hereto, and (2) expressly referred to as being modifications of this AGREEMENT.

IN WITNESS, WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ENZO DIAGNOSTICS, INC.	DAKO A/S
By: _____	By: _____
Elazar Rabbani	
Title: President & CEO	Title: President
Date: Mar 21 1995	Date: 5 May 1995

* * * * * * *

EXHIBIT A
ENZO BIOCHEM, INC.
ISSUED PATENTS AND PUBLISHED PATENT APPLICATIONS

US	4,711,955	US	4,889,798
US	5,328,824	EPO	151,492 A2
EPO	063,8799 B1	Canada	1,314,810
Denmark	164,407	US	4,898,325
Canada	1,219,824	US	5,228,609
EPO	329,198 A	EPO	159,719 B1
US	5,241,060	Canada	1,260,372
US	5,260,433	EPO	526,912 A3
EPO	097,373 B1	US	4,987,065
EPO	285,057 A2	EPO	133,473 B1
EPO	302,175 A2	US	4,755,458
EPO	286,898 A2	EPO	173,339 B1
EPO	285,058 A2	Canada	1,260,368
Canada	1,223,831	US	4,746,604
US	4,994,373	Canada	1,268,115
EPO	117,440 B1	EPO	202,688 A2
Canada	1,309,672	Canada	1,295,559
EPO	525,821 A2	EPO	212,546 B1
EPO	128,322 A1	EPO	213,495 A2
EPO	154,788 A2	EPO	224,860 B1
EPO	122,614 B1	Canada	1,315,222 B1
Candad	1,254,525	US	4,687,732
US	4,707,440	EPO	149,654 B1
US	4,843,122	Canada	1,237,369 B1
US	4,943,523	EPO	294,595 A3
US	4,849,208	US	5,082,830
US	4,952,685	EPO	330,221
US	5,002,885	US	5,024,933 A2
US	5,013,831	EPO	343,424 B1
US	5,175,269	EPO	435,150 A2
US	4,849,505	EPO	492,570 A1

The PRODUCTS listed in Exhibit B are covered by one or more patents of Enzo, including the patents listed above.

This list may be updated quarterly at Enzo's discretion.

EXHIBIT B
PRODUCT LISTING

IN SITU HYBRIDIZATION ASSAY SYSTEMS

<TABLE>

<CAPTION>

Cat. No.	Product	Quantity	Price
	BioPap(TM) Kits for Detection of HPV on Cervical Smear Specimens		
32881	BioPap Human papillomavirus DNA Assay for Cervical Smears	20 test kit	$ 345.00
32892	BioPap Human papillomavirus DNA Typing Assay for Cervical Specimens (Types 6/11, 16/18, 31/33/51	10 test kit	305.00
32883	BioPap Human Papillomavirus DNA Typing Assay Certival Specimen Transport Kit	for 10 specimen	35.00
	PathoGene(R) Kits for Detection of HPV on Formalin-fixed, Paraffin-embedded Tissue Sections		
32879	PathoGene in situ Screening Assay for Human Papillomavirus	20 test kit	425.00
32895	PathoGene in situ Typing Assay for Human Papillomavirus (Types 6/11, 16/18, 31/33/51)	10 test kit	305.00
32877	PathoGene DNA Probe Assay for Identification of Human Papillomavirus (Types 6/11, 16/18, 31/33/51	20 test kit	525.00
32878	PathoGene HPV 18 DNA Probe Reagent	1 ml	140.00
	PathoGene(R) Kits for Detection of Infectious Agents on Formalin-fixed, Paraffin-embedded Tissue Sections		
	Peroxidase-AEC Substrate Detection Kits		
32871	PathoGene DNA Probe Assay for Identification of Adenovirus		
32872	PathoGene DNA Probe Assay for Identification of Cytomegalovirus	20 test kit	235.00
32873	PathoGene DNA Probe Assay for Identification of Epstein-Barr Virus	20 test kit	260.00
32874	PathoGene DNA Probe Assay for Identification of Hepatitis B Virus	20 test kit	235.00
32875	PathoGene DNA Probe Assay for Identification of Herpes Simplex Virus	20 test kit	235.00
32876	PathoGene DNA Probe Assay for Identification of Chlamydia trachomatis	20 test kit	235.00
	Peroxidase-DAB Substrate Detection Kits		
32861	PathoGene DNA Probe Assay for identification of	20 test kit	235.00
32862	PathoGene DNA Probe Assay for identification of	20 test kit	260.00
32863	PathoGene DNA Probe Assay for identification of	20 test kit	235.00
32864	PathoGene DNA Probe Assay for identification of	20 test kit	235.00
32865	PathoGene DNA Probe Assay for identification of	20 test kit	235.00
32866	PathoGene DNA Probe Assay for identification of	20 test kit	235.00

</TABLE>

<TABLE>
<CAPTION>

	Alkaline Phosphatase-BCIP/NBT Substrate Detection Kit		
32851	PathoGene DNA Probe Assay for identification of Adenovirus	20 test kit	$250.00
32852	PathoGene DNA Probe Assay for identification of Cytomegalovirus	20 test kit	275.00
32853	PathoGene DNA Probe Assay for identification of Epstein-Barr Virus	20 test kit	250.00
32854	PathoGene DNA Probe Assay for identification of Hepatitus B Virus	20 test kit	250.00
32855	PathoGene DNA Probe Assay for identification of Herpes Simplex Virus	20 test kit	250.00

32856 PathoGene DNA Probe Assay for identification of Chlamydia trachomatis 20 test kit
250.00

IN SITU HYBRIDIZATION ASSAY SYSTEMS

Cat. No. Product Quantity
Price

32870 Peroxidase-ABC Detection Kit (ready-to-use) 20 test kit
95.00
32860 Peroxidase-ABC Detection Kit (ready-to-use) 20 test kit
95.00
32850 Alkaline Phosphate-BCIP/NBT (ready-to-use) 20 test kit
105.00
32700 Enhanced in situ Detection Kit, alkaline phosphatase 20 test kit
195.00
32600 Enhanced in situ Detection Kit, peroxidase 20 test kit
195.00

IN SITU HYBRIDIZATION ASSAY SYSTEMS

Cat. No. Product Quantity
Price

46305 Dot Blot Hybridization and Detection Assay Kit 1 kit
750.00
46305C Dot Blot Hybridization and Detection Assay Kit, Control DNA Pack 1 kit
170.00
46307 Dot Blot Hybridization and Detection Assay Kit, CMV Control DNA Pack 1 kit
135.00
46308 Dot Blot Hybridization and Detection Assay Kit, HBV Control DNA Pack 1 kit
135.00
44300 Dot Blot Manifold 1 unit
425.00
46330 HIV-1 Microplate Hybridization Assay 96 test kit
625.00
46331 SK 38K/SK 39 Oligonucleotide pair
complementary to HIV-1 gag region 5 nanomoles each
175.00
46340 MTB Microplate Hybridization Assay 96 test kit
625.00
46341 MTB 10/MTB 11 Oligonucleotide pair complementary to MTB 5 nanomoles each
175.00
46350 HBV Microplate Hybridization Assay 96 test kit
625.00
46351 HBO1/HBO2 Oligonucleotide pair
complementary to HBV core region 5 nanomoles each
175.00
46352 HBV Serum Specimen Preparation Kit for 96 specimens
50.00
46353 HBV Enhanced Microplate Hybridization Assay for 96 specimens
700.00
46354 HBV Serum Specimen Titration Standards for 4 assay determinations
50.00
46360 HIV-2 Microplate Hybridization Assay 96 test kit
625.00
46361 B306/VB310 Oligonucleotide pair complementary to HIV-2 5 nanomoles each
175.00
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BIOPROBE(R) LABELED PROBES

<S> <C> <C>
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Cat. No. Product Quantity
Price

40834 Adenovirus 80ul
$175.00
40835 Cytomegalovirus 80ul
205.00
40836 Epstein-Barr Virus 80ul
175.00
40837 Hepatitus B Virus 80ul
175.00
40838 Herpes Simplex Virus 80ul

175.00
40839 Chlamydia trachomatis 80ul
175.00
40840 Lambda 80ul
175.00
40841 pBR322 (negative DNA control) 80ul
75.00
40842 Hepatitis A Virus 80ul
175.00
40843 Mycoplasma pneymoniae 80ul
175.00
40845 SV40 80ul
175.00
40846 Campylobacter jejuni 80ul
175.00
40847 JC Virus 80ul
175.00
40848 BK Virus 80ul
175.00
40849 Blur 8 (human alu repeat) (positive DNA control) 80ul
75.00
40714 c-Ha-ras (activated, human) 80ul
220.00
40717 c-Myc (human) 80ul
220.00
40718 N-Myc (human) 80ul
220.00

BIOPROBE(R) LABELING SYSTEMS FOR NUCLEIC ACIDS

Cat. No. Product Quantity
Price

42803 Nick Translation System (containing Bio II-dUTP) for 10u DNA
230.00
42804 Nick Translation System (to be used with nucleotide of choice) for 10u DNA
105.00
42809 Terminal Labeling Kit for 10u DNA
285.00
42810 Random Priming Kit (containing Bio 11-dUTP) for 10u DNA
230.00
42813 BioBridge Labeling System for 8u DNA
295.00
42814 BioBridge Lebaling Molecule for 8u DNA
210.00
42807 RNA Labeling System - T3/T7 for 20 reactions (1u each)
330.00
42808 RNA Labeling System - SP6 for 20 reactions (1u each)
330.00

BIOPROBE(R) LABELING SYSTEMS FOR NUCLEIC ACIDS - BIOTINYLATED NUCLEOTIDES

Cat. No. Product Quantity
Price

42806 Bio-11dUTP (0.3 mM) 22.5 nanomoles
225.00
42806-50 Bio-11dUTP (1.0 mM) 50.0 nanomoles
285.00
42811 Bio-16dUTP (0.3 mM) 22.5 nanomoles
230.00
42811-50 Bio-16dUTP (1.0 mM) 50.0 nanomoles
285.00
42816 Bio-11dCTP (0.3 mM) 22.5 nanomoles
225.00
42816-50 Bio-11dCTP (1.0 mM) 50.0 nanomoles
285.00
42819 Bio-7-dATP (0.3 mM) 22.5 nanomoles
225.00
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<S> <C> <C>
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42819-50 Bio-71dATP (1.0 mM) 50.0 nanomoles
285.00
42812 Bio-AP3-dCTP (0.3 mM) 22.5 nanomoles
$230.00

42815	Bio-11-CTP (20 mM)	1u mole	385.00
42801	Bio-11-CTP (20 mM)	1u mole	385.00
42817	Allylamine UTP (20 mM)	400 nanomoles	230.00

DETEK(R) SIGNAL GENERATING SYSTEMS

Cat. No.	Product	Quantity	Price
43818*	DETEK I-f	for 200 slides	180.00
43861*	IgG fraction rabbit anti-biotin	0.4 ml	210.00
43805*	DETEK-fav	5 ml	110.00
43820*	DETEK-hrp Kit	00 ml working solution or	150.00
		40 membranes (100 cm2 each)	
43822*	DETEK-alk Kit	500 ml working solution or	225.00
		40 membranes (100 cm2 each)	
42823*	DETEK Enhancer Kit	for 20 slides	135.00
43825	Peroxidase Substrate Kit (AEC)	300 ml working solution	90.00
43826	Peroxidase Substrate Kit (DAB)	300 ml working solution	90.00
43827	Alkaline Phospharase Substrate Kit (NBT/BCIP)	400 ml working solution	160.00
43406	ENZOITIN(R)Biotinylating Reagent	100 mg	150.00

GLASS FIBER FILTERS

Cat. No.	Product	Quantity	Price
44524	Disc (24 min diameter)	400/box	60.00
44525	Disc (25 min diameter)	400/box	60.00
44101	Rectangle (10.25 cm x 25.4 cm)	100/box	120.00

</TABLE>
* These PRODUCTS are designated for nucleic acid detection

EXHIBIT C
PRODUCT LISTING

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HYBRIDIZATION ACCESSORIES

Cat. No.	Product	Quantity	Price
<S>	<C>	<C>	<C>
31871	Adenovirus Control Slide	1 slide	$ 15.00
31872	Cytomegalovirus Control Slide	1 slide	15.00
31873	Epstein-Barr Virus Control Slide	1 slide	15.00
31875	Herpes Simplex Virus Control Slide	1 slide	15.00
31876	Chlamydia trachomatis Control Slide	1 slide	15.00
31802/20	Pretreated slides, teflon coated, single well	20-pack	25.00
31802/100	Pretreated slides, teflon coated, single well	100-pack	85.00
31500	Heating Block for use with DNA Probe Assays 110V, 50/60HZ	1 unit	

300.00
31508 Heating Block for use with DNA Probe Assays 220V, 50 HZ 1 unit
300.00

32800 PathoGene Tissue Preparation Kit for 20 specimens
145.00

43825 Peroxidase Substrate Kit (AEC) 300 ml working solution
90.00
43826 Peroxidase Substrate Kit (DAB) 300 ml working solution
90.00
43827 Alkaline Phosphatase Suibstrate Kit (NBT/BCIP) 400 ml working solution
160.00
43406 ENZOITIN Biotinylating Reagent 100 mg
150.00

GLASS FIBER FILTERS

Cat. No. Product Quantity
Price

44524 Disc (24 mm diameter) 400/box
$ 60.00
44525 Disc (25 mm diameter) 400/box
60.00
44101 Retangle (10.25 x 25.4 cm) 100/box
120.00
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EXHIBIT D
DAKO COMPANIES AND DISTRIBUTORS
Distribution

<TABLE>
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less than CAPTIONgreater than
<S>
Argentina
Chemetron Latinoamericana S.A.
Junin 262
PB 1 Capital Federal
1028 Buenos Aires
Tel/Fax 54 1 953 8918
Tlx. 9900

Australia
Bio Scientific Pty. Ltd.
P.O. Box 78
Gymea N.S.W. 2227
(28 Monroe Ave. Kurawee)
Tel. 612 521 2177
Toll-free line (outside Sidney Metro):
1 800 25 1437
Fax 61 2 542 3037
Fax (technical inquiries):
61 2 542 3100

Austria
Bender & Co. GmbH
Dr. Boenhringer-Gasse 5-11
P.O. Box 103
A-1121 Viena
Tel. 1/80105-0
Telex 132430
Fax 1/80105-488

Belgium
Prosan b.v.b.a
Maums Sabbestraat 61
B-9050 Gentrugge
Tel. 09 231 37 04
Fax 09 231 98 98

<C>
Brazil
Embrabio-Empresa
Brasileira de Biotecnologia Ltda.
rua Apirages 1081
BR-05017 Sao Pauio/SP
Tel. 55 11 262 5511
Fax 55 11 263 0272
Tlx. 1182970

Brunei
SPD Scientific Pte Ltd.
108 Pasir Panjang Road
#02-02 Amcol Warehouse
Singapore 0511
Singapore
Tel. 65 4733720
Fax 65 4732503

Canada
Dimension Laboratories Inc.
12 Falconer Drive, Unit 4
Mississauga, Ontario L5N 3L9
Tel. 905 858 8510
Fax 905 858 8801

Chile
PROLAB
Vergara 24
Oficina 908
Castilla 3645
Santiago
Tel. 56 2 698 7215
Fax 56 2 698 9617

China
China South Technology Ltd.
Rm. 1303-4, 13/F. Remex Centre
42 Wong Chuk hang Road
Hong Kong
Tel. 852 552 8339
Fax 852 552 6883

<C>
Costa Rica
Laboratorics Zeiedon S.A.
Apartado Postal 5236-1000
San Jose
Tel. 506 235 3959
Fax 506 235 1275

Cuba
Lablink SA
Calle 134. No.138, e/19 y 21A
Cubanacan
La Habana
Tel/Fax +537 336 446

Cyprus
Meticell Co. Ltd.
55A Limissol Ave.
P.O. Box 8318
Nicosta
Tel. 2-494300
Fax 2-311362

Czech Republic
BioVendor, s.r.o.
Elasova 27
616 00 Bmo
Tel. 5 77 21 23
Fax 5 41 21 49 84

Denmark
DAKO A/S
Producktionsvei 42
DK-2600 Giostrup
Denmark
Tel. +45 44 92 00 44
Tlx. 35 128
Fax + 45 42 84 18 22

</TABLE>

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<S>

Ecuador
Proveedores Para Laborationos O. Ltda.
Edificio Pro-Lab
Luis Urdaneta Y Ave. del Ejercito
Guayaquil
Tel. 593 4 281943
Tlx. 42985
Fax 593 4 285953

Egypt
Lab Technology
4 Leith Ben Saad Street
P.O. Box 5959
Heliopolis West 113351
Cairo
Tel. 2-2361785
Fax 2-2428366

Finland
OY ALGOLAB
Karapellonite 6
PL 13
02611 Espco
Tel. 90 50991
Fax 90 5099258

France
DAKO S.A.
2, rue Albert Einstein
B.P.149
F-78196 TRAPPES Cedex
France
Tel. (1) 30 50 00 50
Telex 695 029
Fax (1) 30 50 00 11

Germany
DAKO Diagnostika GmbH*
Arn Staotrand 52
22047 Hamburg
Postrach 70 04 07
Hamburg 22004
Tel. (040) 69 69 47-0
Fax (040) 695 27 41

<C>

Greece
Ange M. Cailiphronas
4, Eyripidou Street
GR-10559 Athens
Tel. 01 3218 871
Fax 01 3213 272

Holland
ITK diagnostics bv
Johan Enschadeweg 13
NL-1422 DR Uithoom
Tel. 02975 68893
Fax 02975 63458

Hong Kong
China South Technology Ltd.
Rm. 1303-4, 13/F. Remex Centre
42, Wong Chuk Hang Road
Hong Kong
Tel. 852 552 8339
Fax 852 552 6883

Hungary
Frank Diagnostica Ltd.
Dereglye Str. 2
1036 Budapest
Tel. 36 1 188 3114
Fax 36 1 168 5721

India
J. Mitra & Co. (Pvt.) Ltd.
A-180, Okhia Industrial Area - Phase-1
Okhia
New Delhi 110 020
Tel. 011-6818 971/972/973
Telex 031-75114/031-62789
Fax 011-6818970/0945

Indonesia
P.T. DW1 Marga Sakti
JL, Kedoya Azalea Vi,
Block AXi No.7
Taman Kedaya Baru
Jakarta Barat 11520
Tel. 62 21 5807-381,382,383,384
Fax 62 21 5807385

<C>

Iran
Eskan Teb Tech Co.
6 Business Section, Eskan Buildings
Minstamad Ave.
P.O. Box 19395
1836 Teheran
Tel. 21 808 7602
Tlx 21 4158
Fax 64 3 338 0028

Israel
Tzamal Ltd.
21, Gonan Street
Kiryat Matalon
P.O. Box 3064
Petach-Tikya 49130
Te. 03 9240 288
Tlx 38 1542
Fax 03 9240 259

Italy
DAKO S.p.A.
Via P. Portaluggi n. 17
1-20138 Milano
Italy
Tel. (02) 58 01 12 21
Tech. Inq. (02) 50 60 311/211
Fax (02) 50 47 78

Japan
DAKO Japan Co., Ltd.
Hiraoka Building
Nishinocuin-Higashiru, Shijo-dori,
Shimogyo-ku, Kyoto 600
Tel. 81 75 211 3655
Fax 81 75 211 1755/1928

Tokyo Office:
Chiyoda Panon Building
2-3-16 Kanda-sudacno, Chiyoda-ku,
Tokyo 101
Tel. 81 3 5256 6436
Fax 81 3 5256 6431

</TABLE>

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<S>

Hong Kong Office:
2802-2804 Admiralty Centre,
Tower 1, 18 Harcourt Road
Hong Kong
Tel. 852 529 0356
Tlx. 73553
Fax 852 861 3420/865 0790

Jordan
Medical Business Center
Sonamiyi Center
P.O. Box 509
Amman
Tel 6 694865

<C>

Malta
Micnete Peresso Ltd.
Catalunya Buildings
Psaila Street
P.O. Box 30
B'Kara
Tel. 492191/446744
Tlx. 1498
Fax 482593

Mexico
Main Office:
DOSTYM, S.A. De C.V.
J.G.P.E. Montenegro No. 2325

<C>

Oman
Mustata & Jawad Trading Co. LLC
S&I Dept.
P.O. Box 1918
112 Ruwi
Tel. 709955
Tlx 5611
Fax 56 4005

Panama
Importadora DMD S.A.
Apartoda 8556 Calle 31
Este No. 1-95
Tel. 507 270537/251247

Korea
Fine Chemical Co. Ltd.
Garden Tower Bldg. Rm. No. 1703
98-78, Wun Ni-Dong, Jong Ro-Gu
KPO Box 1260
Seoul
Tel. 82 2 744 7859
Fax 82 2 744 5281

Kuwait
WAREA Medical Supplies Co.
Nakib Building, 4th Floor
Abu Bakir Street, Al Jiblah
P.O. Box 26267
KT-13123 Safat
Tel. 2 426939/2 469949/2 423573
Tlx. 44470
Fax 2 429482

Malaysia
General Scientific Co. Sdn. Blvd.
No. 7 Jalan 222, Section 51A
Petailing Jaya
Setangor Danul Easan
Tel. (03) 7575 433
Tlx. 374431
Fax (03) 7571 768

Col. Arcas Sur. C.P. 44150
Guadalajara, Jaiisco
Tel. 52 3 615 3385/3258/3130

Tlx. 683226
Fax 52 3 615 3513

Mexico City Office:
DCSTYM, S.A. De C.V.
Reforma 24 No. 39 P.A.
Col. Avante
Mexico, D.F.C.P. 04460
Tel/Fax 52 5 689 9843

New Zealand
Med-Bio Enterprises Ltd.
P.O. Box 33-135
Barrington
Christchurch
Tel. 643 338 1020/64 9 655 912
Fax 64 3 338 0028

Norway
Bio-Test AVS
Idretsveien 2
P.O. Box 66
N-1580 Rygge
Tel. 69 26 17 77
Fax 69 26 17 60

Fax 507 271246

Paraguay
Dr. Ruben A. Sosky
Calidad
Mexico 923
Asuncion
Tel. 595 21 447 680/595 21 210
- 064

Peru
Representacciones Atlanta S.A.
Av. Republica De Panama No. 465
Callao 1-Peru
Tel. 51 14 65 2421
Fax 51 14 65 4833

Philippines
Levin's International Corporation
3rd Floor R. Syjuco Building
993 E. Delos Santos Ave.
Cor. Bansalangin St.
Diliman, Quezon City
Tel. 63 2 97 44 75/76
Tlx 65507
Fax 63 2 98 4841

Poland
ALAB sp. z o.o.
uL Pasteura 3
FL-02-093 Warsaw
Tel. 02-659 8571
Tel/Fax 02-658 2059

</TABLE>

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<S>

Portugal
Labormeter LDA
Rua Duque de Palmera, No. 30,
1(degree)-G
P-1200 Lisbon
Tel. 01 3537284
Fax 01 3525066

Republic of South Africa
Southern Cross Biotechnology (PTY)
Ltd.
P. O. Box 23681
Claremont 7735
Cape Town
Tel. 021-615166/7
Fax 021-617734

Saudi Arabia
Medical Business Center, M.B.C.
P. O. Box 189
Jeddah 21411
Tel. 2 6429200
Fax 2 6435488

Singapore
SPD Scientific Pte Ltd.
108 Pasir Panjang Road
#02-02 Amcol Warehouse
Singapore 0511
Tel. 65 4733720
Fax 65 4732503

Slovenia A-Z Consulting d.o.o.
Miklosiceva 38
61 000 Liubljana
Tel. 386 61 133 6322
/301 884/325 860
Fax 386-61 301 985

Spain
ATOM S.A.

<C>

Sweden
DAKOPATTS AB
Box 13
S-125 21 Alvsjo
Tel. 08-99 60 00
Fax 08-99 60 65

Switzerland
DAKO Diagnostics AG
Untermuli 7
6302 Zug
Tel. 042 32 11 66
Fax 042 32 11 77

Syria
Medical Business Center
P. O. Box 30589
Damascus
Tel. (11) 22 46139/424676
Fax (11) 22 46139

Taiwan
Hong Jing Co. Ltd
6F-3 No. 60, Ai kuo E. Rd.
Taipei
Tel. 886 2 3930185
Fax 886 2 3923864

Thailand
Science Tech Co. Ltd
321/43 Nanglinchee Road
Chongnondsee, Yannawa
Bangkok 10120
Tel. 66 2 285 4101-3/4871-2
Tlx 82731
Fax 66 2 285 4856

Turkey
Hayat Inc.
Miller Cad. 75/8
34280 Findikzace

<C>

United Arab Emirates
Al-Zanrawi Medical
P. O. Box No. 5973
Dubai
Tel. 4-622728
Fax 4-625506

United Kingdom
DAKO Ltd
16 Manor Courtyard
Hughenden Avenue
High Wycombe
Bucks, HP13 5RE
Tel. 01494 452016
Fax 01494 441846

DAKO Diagnostics Ltd.
Denmark House
Cambridgeshire Business Park
Angel Drove
Ey
Cambridge CB7 4ET
Tel. 01353 669911
Fax 01353 668989

United States of America
DAKO Corporation*
6392 Via Reel
Carpinteria
CA 93013
Tel. 805 566 6655
Fax 805 566 6688

Uruguay
Poliuruguay S.R.L
Avda Uruguay 1771
Montevideo 11200
Tel. 59 82 402365/484126
Fax 59 82 409017

Zimbabwe

Passeig D'Amunt, 29
E-08024 Barcelona
Tel. 93 284 79 04
Fax 93 210 82 55

Istanbul
Tel. 212 632 1341 (4 lines)
Fax 212 587 9402

National Diagnostics Ltd.
P. O. Box 3535
Harare
Tel. 4 791615
Fax 4 728055

</TABLE>

* Special DAKO catalogue available

EXHIBIT 10(bb)

ENZO DIAGNOSTICS, INC. - BAXTER HEALTHCARE CORPORATION, SCIENTIFIC PRODUCTS AND LIFESCIENCES DIVISION DISTRIBUTORSHIP AGREEMENT

THIS AGREEMENT, effective upon acceptance by both parties below by and between ENZO DIAGNOSTICS, INC. ("ENZO"), a New York corporation having its principal place of business at 60 Executive Boulevard, Farmingdale, New York 11735, and the Scientific Products, Industrial and Lifesciences division of Baxter Healthcare Corporation ("BAXTER") a Delaware Corporation having its principal place of business at 1430 Waukegan Road, McGaw Park, Illinois 60085.

WHEREAS, ENZO owns rights to certain PATENTS listed in EXHIBIT A ("PATENTS");

WHEREAS ENZO manufactures and/or sells certain products covered by claims of PATENTS which products are listed in EXHIBIT B hereto ("PRODUCTS");

WHEREAS BAXTER wishes to market and distribute some of said PRODUCTS on a nonexclusive basis in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the good and valuable mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. Distributor Appointment

ENZO hereby appoints BAXTER to act as its nonexclusive distributor worldwide for the distribution and sale of PRODUCTS (EXHIBIT B), and BAXTER agrees to act as such distributor under the terms and conditions set forth herein.

BAXTER agrees:

a. not to purchase any PRODUCTS from other suppliers;

b. not to manufacture PRODUCTS;

c. to rely on ENZO as its sole source of PRODUCTS;

d. not to use any PRODUCT to manufacture new or other PRODUCTS;

e. that all PRODUCTS distributed by BAXTER are for research use only and are not intended for or to be used for diagnostic or therapeutic purposes; and

f. that except for DISTRIBUTION under the terms and conditions as set forth in this AGREEMENT, purchase does not include any right or license to exploit these PRODUCTS commercially, including any right to sell these PRODUCTS to other distributors and that any other commercial use or development of these PRODUCTS without the express written authorization of ENZO is strictly prohibited.

Nothing herein creates or constitutes a partnership or an agreement of agency between the parties with respect to any activities whatsoever. The relationship between ENZO and BAXTER shall be that of seller and buyer, and neither party shall conclude any contract or agreement or make any commitment, representation or warranty which binds the other party or otherwise act in the name of or on behalf of the other party.

ENZO and BAXTER agree that the distribution relationship between them does not constitute, nor does it imply, a license of any of ENZO's technology or patents, nor does it abrogate any of ENZO's rights under its patents. ENZO maintains full rights under its PATENTS. The foregoing statements are paramount to this AGREEMENT.

2. PRODUCTS, Price and Payment

A list of Enzo's current domestic retail price index is included in EXHIBIT B hereto and incorporated by reference herein. The price to BAXTER for each product shall be * the current domestic retail price as reflected by the price index.

Prices to BAXTER may be adjusted no more than once during each calendar year. ENZO has the right to adjust prices to BAXTER after providing BAXTER with forty-five (45) days written notice. Any such price adjustment will affect future purchases only and ENZO agrees to honor BAXTER's

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

existing purchase orders on the effective date of such price adjustment at the prices in effect prior to such effective date.

ENZO or BAXTER may propose in writing to delete PRODUCT in EXHIBIT B. ENZO or BAXTER may propose to add PRODUCT or products to EXHIBIT B. Both partners must agree in writing to such additions before such changes are incorporated therein.

3. Distributor Duties

BAXTER shall:

a. submit its orders for the PRODUCTS on its standard purchase order form. To the extent that the terms and conditions of BAXTER's standard purchase order form are inconsistent with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern;

b. pay for all such orders within thirty (30) days of the invoice date for such order;

c. advertise and promote the PRODUCTS by methods which in BAXTER's judgment are best suited for the sale of such PRODUCTS;

4. Supplier's Duties

ENZO shall:

a. promptly ship to all BAXTER distribution centers in accordance with the shipping instructions (compatible with ENZO's shipping policy and PRODUCT stability) specified in BAXTER's purchase orders, collect, F.O.B. origin, with carrier to bill third party freight charges to Baxter Healthcare Corporation, Scientific Products freight payment, P.O.Box 815, Deerfield, Illinois 60015. All direct (drop) shipments to BAXTER's customers by ENZO shall be F.O.B. destination, Prepaid and Add. Baxter reserves the right to determine the carriers to be selected for shipment to its customers (compatible with ENZO's shipping policy and PRODUCT stability);

b. adequately package and deliver the PRODUCTS, using those references to and trademarks of BAXTER as BAXTER shall specify in writing;

c. execute and comply with the provisions of BAXTER's Continuing Guaranty, a copy of which is attached hereto as EXHIBIT C.

5. Forecasts and Purchase Orders for BAXTER Inventory

BAXTER shall issue a forecast schedule by the end of the mid-month of each calendar quarter covering its estimated requirements for PRODUCTS for the succeeding two (2) calendar quarters. Such forecast shall be considered for planning purposes only and not in any way be considered a purchase commitment.

A purchase order will be issued by BAXTER at least sixty (60) days in advance of the requested delivery of PRODUCT. This purchase order will indicate specific delivery and/or shipping requirements. Purchase orders will be delivered to ENZO by Federal Express or similar carrier so that the receipt can be confirmed. Orders placed with ENZO may not be canceled by BAXTER more than (15) fifteen days after issuance of order. ENZO shall meet such requirements unless it advises BAXTER within fifteen (15) days of the date of such purchase order that it is unable to supply PRODUCT as ordered by BAXTER whereupon the parties agree to discuss a revised schedule for delivery of PRODUCT to BAXTER. After ENZO and BAXTER agree to the provisions of a revised schedule, ENZO will make its best efforts to fulfill the provisions of the revised schedule.

6. PRODUCT Deliveries and Specifications for BAXTER Inventory

Within thirty (30) days after the effective date of this Agreement, ENZO shall provide BAXTER with PRODUCT specifications and package inserts for those PRODUCTS in EXHIBIT B that BAXTER intends to distribute.

When an order is placed by BAXTER for its inventory ENZO shall ship the PRODUCT in accordance with Section 4 above. ENZO shall supply, at the time of shipment of the PRODUCT to BAXTER a statement that the PRODUCT conforms to the PRODUCT specifications. If after receipt of the PRODUCT BAXTER determines that it does not conform to the PRODUCT

specification provided by ENZO, and that the failure to conform to the PRODUCT specifications was not the direct result of shipping and handling, BAXTER will provide ENZO with documentation of this failure to conform to the PRODUCT specifications. If ENZO accepts the documentation provided by BAXTER ENZO will ship a replacement order. If ENZO does not accept the documentation provided by BAXTER then the differences in the determination of the manufacturing specifications for the allegedly nonconforming PRODUCT will be settled by representatives of the technical staffs of ENZO and BAXTER.

7. Patents and Trademarks

a. Patents

ENZO shall defend, indemnify and hold harmless BAXTER from and against any liability arising out of a claim of patent infringement with respect to any of the PRODUCTS.

If BAXTER receives a notice from a third party asserting that any of the PRODUCTS of this AGREEMENT infringe on an issued patent in the country of sale, then BAXTER shall immediately give written notice to ENZO. Upon notice to ENZO or BAXTER from a third party asserting that any of the PRODUCTS of this AGREEMENT infringe on an issued patent in the country in which such PRODUCTS are sold, ENZO has the right to exclude such PRODUCTS from this AGREEMENT for that country and can further by written notice instruct BAXTER to cease all such distribution of such PRODUCT in that country. Further distribution of PRODUCTS after such instruction from ENZO to BAXTER will be at the sole risk of BAXTER and BAXTER shall indemnify and hold harmless ENZO from all infringement liability and damages with respect to further distribution of such PRODUCTS, including legal costs and attorneys fees.

Notwithstanding any third party infringement claims, all provisions of this AGREEMENT, including Section 6, shall not be affected but shall remain in full force and effect to the fullest extent possible.

ENZO agrees to repurchase from BAXTER, at a price equivalent to the full purchase price paid by BAXTER any quantity of PRODUCT in BAXTER's inventory which BAXTER (i) has been instructed by ENZO to discontinue the sale of such PRODUCT, or (ii) reasonably believes it should or cannot sell, based upon an opinion of BAXTER's counsel that future sales by BAXTER may result in patent infringement, or

because of a decision, whether interlocutory or final, rendered in any patent infringement action.

b. Trademarks

ENZO recognizes that BAXTER is the owner of the trademarks and trade names connoting BAXTER which it may elect to use in the promotion and sale of the PRODUCTS and that ENZO has no ownership or other rights or interests in such trademarks and trade names.

BAXTER recognizes that ENZO is the owner of the trademarks and trade names connoting ENZO and ENZO's PRODUCTS which it may elect to use in the promotion and sale of the PRODUCTS and that BAXTER has no ownership or other rights or interests in such trademarks and trade names.

8. Sales Promotions

BAXTER shall use its best efforts in sales promotions and advertisement of the PRODUCTS such as individual client contact, direct mailings, catalog listings and trade meeting promotions. ENZO will provide BAXTER with one (1) copy of the literature, technical data, specifications and the like

describing the PRODUCTS that BAXTER is distributing as they are currently produced for the assistance of BAXTER in the preparation of advertising, catalog and other sales and promotional material. BAXTER shall use its best efforts to list PRODUCTS in its future published product catalog(s) in which the PRODUCTS can be listed after the effective date of this AGREEMENT.

9. PRODUCT Warranty

In addition to all other warranties given by ENZO in this AGREEMENT and the exhibits hereto or otherwise, ENZO warrants that the PRODUCTS will conform to the specifications and samples provided by ENZO for such PRODUCTS; will be free from defects in design, materials and workmanship and are merchantable and fit for their intended purposes. ENZO's sole obligation is to replace the PRODUCTS with similar PRODUCTS to the extent of the purchase price. THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Storage and Stock Rotation

ENZO agrees to share with BAXTER all necessary storage and stock rotation practices which apply to the PRODUCTS.

BAXTER further agrees to take diligent care not to ship PRODUCTS to its customers which have expired, been damaged in storage or handling, or improperly stored. BAXTER will be responsible for damages arising from its shipment of expired, damaged, or improperly stored PRODUCTS.

11. Confidentiality of Information

BAXTER and ENZO agree that they will not disclose any proprietary and confidential information made available to them by the other party. Both parties further agree that all confidential material will be in writing and marked confidential and that they will not make more copies that necessary of documents or materials which are provided under this AGREEMENT, nor will they distribute such documents or materials, or copies thereof, to any third party. Furthermore, both parties agree to return any such documents or materials, or copies thereof, which are provided under this AGREEMENT if directed or requested to do so.

The above obligations shall not apply to those portions of ENZO's and BAXTER's proprietary and confidential information which (1) are or become generally publicly available through no act or failure to act by the recipient party, (2) were demonstrably known to the other party prior to disclosure under this AGREEMENTS, or (3) are subsequently disclosed by a third party having a legal right to do so and not having a confidential relationship with respect thereto.

12. Force Majeure

No liability shall result to either party from delay in performance or from nonperformance under this Agreement caused by circumstances beyond the reasonable control of the party who has delayed performance or not performed. The nonperforming party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of its extent and probable duration.

13. Duration and Termination

This AGREEMENT shall become effective as of the date hereinabove written and shall continue for a period of three (3) years. Unless terminated, it will continue thereafter for successive renewal terms of one (1) year each. Either party may terminate this AGREEMENT without cause at any time by giving the other party notice in writing at least six (6) months in advance of the effective termination date stated in such notice.

Each party may also terminate this AGREEMENT upon thirty (30) days prior written notice to the other party for a material breach by the other party of any of the provisions of this AGREEMENT where such breach is not cured within said notice period.

Upon termination of this AGREEMENT all distribution rights to BAXTER will be deemed immediately canceled and returned in toto to ENZO.

15. Indemnification

Except to the extent the other is negligent or commits an act of wilful misconduct or in default of the terms hereof, each of the parties agrees to

indemnify, defend and hold harmless the other party hereto, its successors and assigns, employees and agents, from and against, any and all claims, losses, liabilities, demands, damages, actions, suits, judgments, costs and expenses (including reasonable attorneys' fees), incurred, relating to, caused by or arising out of the breach of any covenant or agreement of such party under this AGREEMENT.

16. Notices

All notices, requests, demands and other communications required or permitted to be given hereunder shall be sent by personal delivery; certified mail, return receipt requested; telecopier; or overnight courier to the parties at the addresses set forth below or to such other address as a party shall have previously designated by written notice to the other party hereto in accordance with this section. Such notices shall be deemed given at the time delivered, if delivered personally; five (5) days after the day sent, if sent by certified mail; and one (1) business day after the day sent, if telecopied or sent by overnight courier.

ENZO: Enzo Biochem, Inc.
575 Fifth Avenue, 18th Floor
New York, New York 10017
Attn: Dr. Barbara E. Thalenfeld
Vice President, Corporate Development
Fax No.: (212) 856-0878

BAXTER: BAXTER Healthcare Corporation
1430 Waukegan Road
McGaw Park, IL 60085
Attn: Ms. Casey Rooney
Fax No. (708) 473-3971

17. Governing Law

This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of New York, including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to any choice of law rules which may direct the application of the laws of another jurisdiction.

18. Waiver

Any terms and conditions of this AGREEMENT may be waived at any time by the party or parties entitled to the benefit thereof but only by a written notice signed by the party or parties waiving such term or condition. Waiver by ENZO or BAXTER of any provision of this AGREEMENT shall not be deemed a waiver of future compliance therewith and such provision as well as all other provisions hereunder shall remain in full force and effect.

19. Compliance with Laws

Each party will comply with all United States laws, ordinances and regulations properly applicable to the manufacture, sale and distribution of the PRODUCTS described herein. Where applicable, the parties will comply with the laws of the country in which the product is being sold.

20. Headings

All Headings of the clauses of this AGREEMENT are inserted for convenience only and shall not affect any construction or interpretation of this AGREEMENT.

21. Severability

In the event that any clause of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other clause of this AGREEMENT either void or unenforceable, and all other clauses shall remain in full force and effect unless the clause(s) which is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

22. Assignment

This AGREEMENT may not be assigned by either party without the prior written consent of the other party hereto, provided that BAXTER may assign this AGREEMENT to any purchaser of all or substantially all of the assets of the Sellers' Scientific Products, Industrial and Lifesciences division. Any assignment which does not comply with the foregoing shall be null and

void.

23. Counterparts

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Entire Agreement

This AGREEMENT together with the EXHIBITS attached hereto embodies the entire understanding between the parties hereto with respect to the subject matter hereof, and there are no contracts or prior drafts of the AGREEMENT, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. Except as otherwise specifically stated, no amendment or modification of this AGREEMENT shall be of any force or effect unless reduced to writing and signed by both parties hereto.

IN WITNESS, WHEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

Enzo Diagnostics, Inc.	Baxter Healthcare Corporation Scientific Products, Industrial and Lifesciences Division
By:_____	By:_____
Title: President	Title: V.P. Marketing
Date: 9/14/95	Date: 9/15/95

* * * * * * *

EXHIBIT A

Enzo Diagnostics, Inc. Issued Patents

<TABLE>
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U.S. Patents

Patent Number	Title/Inventor	Issue Date
<S>	<C>	<C>
4,687,732	Visualization Polymers and Their Application to Diagnostic Medicine David C. Ward et al.	Aug. 18, 1987
4,707,352	Method of Radioactively Labeling Diagnostic and Therapeutic Agents Containing a Chelating Group Jannis G. Stavrianopoulos	Nov. 17, 1987
4,707,440	Nucleic Acid Hybridization Assay and Detectable Molecules Useful in Such Assay Jannis G. Stavrianopoulos	Nov. 17, 1987
4,711,955	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Dec. 8, 1987
4,746,604	Specific Binding Assays Utilizing A Viable Cell as a Label Solomon Mowshowitz	May 24, 1988
4,755,458	Composition and Method for the Detection of the Presence of a Polynucleotide Sequence of Interest Elazar Rabbani et al.	Jul. 5, 1988

4,767,609	Therapeutic and Diagnostic Processes Using Isotope Transfer to Chelator-Target Recognition Molecule Conjugate Jannis G. Stavrianopoulos	Aug. 30, 1988
4,772,548	Radioisotopicassay Using Isotope Transfer to Chelator-Target Recognition Molecule Conjugate Jannis G. Stavrianopoulos	Sep. 20, 1988
4,843,122	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	June 27, 1989

4,849,208	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	Jul. 18, 1989

Patent Number	Title/Inventor	Issue Date
4,849,505	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	Jul. 18, 1989
4,868,103	Analyte Detection by Means of Energy Transfer Jannis G. Stavrianopoulos	Sep. 19, 1989
4,889,798	Heterologous System for the Detection of Chemically Labeled DNA and other Biological Materials Providing a Receptor or Target Moiety Thereon Elazar Rabbani	Dec. 26, 1989
4,894,325	Hybridization Method for the Detection of Genetic Material Dean Engelhardt et al.	Jan. 16, 1990
4,900,659	Nucleotide Sequence Composition and Method for Detection for Neissera Gonorrhoeae and Method for Screening for a Nucleotide Sequence that is Specific for a Genetically Distinct Group Andrew Lo et al.	Feb. 13, 1990
4,943,523	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	Jul. 24, 1990
4,952,685	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	Aug. 28, 1990
4,987,065	In Vivo Labelling of Polynucleotide Sequences Jannis G. Stavrianopoulos et al.	Jan. 22, 1991
4,994,373	Method and Structures Employing Chemically-Labelled Polynucleotide Probes Jannis G. Stavrianopoulos et al.	Feb. 19, 1991
5,002,885	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	Mar. 26, 1991

5,013,831	Detectable Molecules, Method of Preparation and Use Jannis G. Stavrianopoulos	May 7, 1991

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<S>	<C>	<C>
5,024,933	Method and Kit for Sample Adherence to Test Substrate Huey-Lang Yang et al.	June 18, 1991
5,061,076	Time-Resolved Fluorometer Ian Hurley	Oct. 29, 1991
5,082,830	End Labeled Nucleotide Probe Christine L. Brakel et al.	Jan. 21, 1992

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Patent Number	Title/Inventor	Issue Date
<S>	<C>	<C>
5,175,269	Compound and Detectable Molecules Having An Oligo- or Polynucleotide with Modifiable Reactive Group Jannis G. Stavrianopoulos	Dec. 29, 1992
5,241,060	Base Moiety-Labeled Detectable Nucleotide Dean Engelhardt et al.	Aug. 31, 1993
5,260,433	Saccharide Specific Binding System Labeled Nucleotides Dean Engelhardt et al.	Nov. 9, 1993
5,288,609	Capture Sandwich Hybridization Method and Composition Dean Engelhardt et al.	Feb. 22, 1994
5,328,824 7	Methods of Using Labeled Nucleotides David C. Ward	Jul. 12, 1994
5,449,767	Modified Polynucleotides and Methods of Preparing Same David C. Ward et al.	Sep. 12, 1995

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Foreign Patents Granted

Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
<S>	<C>	<C>
560 651 (Australia)	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Oct. 16, 1987 (16 yr. term began Apr. 13, 1982)
1 219 824	Modified Nucleotides and Methods	Mar. 31, 1987

(Canada)	of Preparing and Using Same David C. Ward et al.	
1 223 831 (Canada)	Modified Nucleotides, Methods of Preparing and Utilizing and Compositions Containing the Same Dean L. Engelhardt et al.	Jul. 7, 1987
EP 0 285 057 B1	Modified Nucleotides, Methods of Preparing and Utilizing and Compositions Containing the Same Dean L. Engelhardt et al.	May 10, 1988
EP 0 063 879 B1	Modified Nucleotides and Methods of Preparing and Using Same David C. Ward et al.	Nov. 23, 1989
1,237,369	Visualization Polymers and Their Application to Diagnostic Medicine David C. Ward et al.	May 31, 1988
1,254,525	Kit for Terminally Chemically Labeling DNA Christine L. Brakel et al.	May 23, 1989
1,256,023	Method of Radioactively Labeling Diagnostic and Therapeutic Agents Containing a Chelating Group Jannis Stavrianopoulos	June 20, 1989
1,260,368	Composition and Method for the Detection of the Presence of a Polynucleotide Sequence of Interest Elazar Rabbani et al.	Sept. 26, 1989

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1,260,372	Hybridization Method for the Detection of Genetic Materials Elazar Rabbani et al.	Sept. 26, 1989

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Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
1,268,115	Method and Composition for Detecting Analyte Moieties Solomon Mowshowitz	April 24, 1990
1,281,283 (Canada)	Method for Detecting an Analyte Moiety by Means of Signal Localization Elazar Rabbani	Mar. 12, 1991
1,285,330	Analyte Detection by Means of Energy Transfer Jannis Stavrianopoulos et al.	June 25, 1991
1,288,811	Assay Method Utilizing Polynucleotide Sequences Robert Pergolizzi et al.	Nov. 3, 1987
EP 0 133 473 B1	In Vivo Labelling of Polynucleotide Sequences Jannis Stavrianopoulos et al.	March 23, 1994

EP 0 173 339 B1	Composition and Method for the Detection of the Presence of a Polynucleotide Sequence of Interest Elazar Rabbani et al.	Jan. 22, 1992
EP 0 212 546 B1	Method for Labeling Polynucleotide Sequences Jannis Stavrianopoulos et al.	Apr. 1, 1992
1,295,559	Method for Labeling Polynucleotide Sequences Jannis Stavrianopoulos et al.	Feb. 11, 1992

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<S>	<C>	<C>
1,299,073 (Canada)	Nucleotide Sequence Composition Method for Detection of Neisseria gonorrhoeae and Method for Screening for a Nucleotide Sequence that is Specific for a Genetically Distinct Group Andrew Lo & Huey-Lang Yang	Apr. 21, 1992
1,309,672	Methods and Structures Employing Non-Radioactive Chemically-Labeled Polynucleotide Probes Jannis Stavrianopoulos	Nov. 3, 1992

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Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
<S> 1,314,503	<C> Detectable Moelcules, Method of Preparation And Use Jannis Stavrianopoulos	<C> March 16, 1993
1,314,810	Heterologous System for the Detection of Chemically-Labeled DNA and Other Biological Materials Providing a Receptor or Target Moiety Thereon Elazar Rabbani	March 23, 1993
EP 0 242 527 B1	Analyte Detection by Means of Energy Transfer Jannis Stavrianopoulos et al.	May 13, 1992
1,315,222	Polynucleotide Probes and a Method for Their Preparation David Mao et al.	March 30, 1993
0 149 654 B1	Detecting Agent Carrying Polymer Having Multiple Units of Visualization Monomer David C. Ward et al.	Sep. 9, 1992
EP 0 097 373 B1	Modified Nucleotides, Methods of Preparing and Utilizing and Compositions Containing the Same Dean L. Engelhardt et al.	Oct. 7, 1992
EP 0 212 670 B1	Method for Detecting an Analyte Moiety by Means of Signal Localization	Nov. 4, 1992

	Elazar Rabbani	
EP 0 117 440 B1	Method and Structures Employing Chemically-Labelled Polynucleotide Probes Jannis G. Stavrianopoulos et al.	Apr. 7, 1993
EP 0 244 860 B1	Polynucleotide Probes and a Method for their Preparation David T. Mao et al.	Apr. 7, 1993

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Patent Number (Country)	Title/Inventor	Publication Date of Patent Grant
<S>	<C>	<C>
EP 0 343 424 B1	Method and Kit for Sample Adherence to Test Substrate Huey-Lang Yang et al.	Apr. 21, 1993
EP 0 159 719 B1	Hybridization Method for the Detection of Genetic Material Dean Engelhardt et al.	Jun. 30, 1993
EP 0 122 614 B1	Kit for Terminally Chemically Labelling DNA Christine Brakel	Jul. 14, 1993
EP 0 150 844 B1	Method of Radioactively Labeling Diagnostic and Therapeutic Agents Containing a Chelating Group Jannis Stavrianpoulos	Jul. 28, 1993
EP 0 237 737 B1	A Composition Specific for Neisseria Gonorrhoea Andrew Lo et al.	Sep. 8, 1993

</TABLE>

The PRODUCTS listed in Exhibit B are covered by one or more patents of Enzo, including the patents listed above.
This list may be updated quarterly at Enzo's discretion.

EXHIBIT B

ENZO PRICE INDEX 1996

<TABLE>
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Cat. No.	Product	Quantity	Price
	BIOPROBE(R) NICK TRANSLATION DNA LABELING SYSTEM		
	Nick Translation Labeling Kits		
<S>	<C>	<C>	<C>
42710-11	Nick Translation Kit with Bio-11-dUTP	25 reactions	$230.00
42710-12	Nick Translation Kit with Bio-16-dUTP	25 reactions	230.00
42710-13	Nick Translation Kit with Bio-11-dCTP	25 reactions	230.00
42710-14	Nick Translation Kit with Bio-7-dATP	25 reactions	230.00
42710-16	Nick Translation Kit with Fluorescein-12-dUTP	25 reactions	230.00
	Nick Translation Deoxynucleotide Packs		
42711	Bio-11-dUTP for Nick Translation	25 reactions	140.00

42712 Bio-16-dUTP for Nick Translation.....25 reactions 140.00
42713 Bio-11-dCTP for Nick Translation.....25 reactions 140.00
42714 Bio-7-dATP for Nick Translation.....25 reactions 140.00
42716 Fluorescein-12-dUTP for Nick Translation.....25 reactions 140.00

Nick Translation Reagent Pack

42710 Reagent Pack for Nick Translation.....25 reactions 105.00

BIOPROBE(R) RANDOM PRIMED DNA LABELING SYSTEM
Random Primed Labeling Kits

42720-21 Random Primed Labeling Kit with Bio-11-dUTP.....25 reactions 230.00
42720-22 Random Primed Labeling Kit with Bio-16-dUTP.....25 reactions 230.00
42720-23 Random Primed Labeling Kit with Bio-11-dCTP.....25 reactions 230.00
42720-24 Random Primed Labeling Kit with Bio-7-dATP.....25 reactions 230.00
42720-26 Random Primed Labeling Kit with Fluorescein-12-dUTP.....25 reactions 230.00

Random Primed Deoxynucleotide Packs

42721 Bio-11-dUTP for Random Primed Labeling.....25 reactions 140.00
42722 Bio-16-dUTP for Random Primed Labeling.....25 reactions 140.00
42723 Bio-11-dCTP for Random Primed Labeling.....25 reactions 140.00
42724 Bio-7-dATP for Random Primed Labeling.....25 reactions 140.00
42726 Fluorescein-12-dUTP for Random Primed Labeling.....25 reactions 140.00

Random Primed Labeling Reagent Pack

42720 Reagent Pack for Random Primed Labeling.....25 reactions 105.00
</TABLE>

- ---
NONRADIOACTIVE LABAELING OF NUCLEIC ACIDS

<TABLE>
<CAPTION>

- ---

Cat. No. Product Quantity Price

BIOPROBE(R) 3' OLIGONUCLEOTIDE LABELING SYSTEM
3' Oligo Labeling Kits
<S> <C> <C> <C>
42730-31 3' Oligo Labeling Kit with Bio-16-ddUTP.....25 reactions $315.00
42730-33 3' Oligo Labeling Kit with Fluorescein-12-ddUTP.....25 reactions 315.00

3'Oligo Dideoxynucleotide Packs

42731 Bio-16-ddUTP for 3' Oligo Labeling.....25 reactions 140.00
42733 Fluorescein-12-ddUTP for 3' Oligo Labeling.....25 reactions 140.00

3' OligoTailing Kits

42730-41 3' Oligo Tailing Kit with Bio-11-dUTP.....25 reactions 315.00
42730-42 3' Oligo Tailing Kit with Bio-16-dUTP.....25 reactions 315.00
42730-43 3' Oligo Tailing Kit with Bio-11-dCTP.....25 reactions 315.00
42730-44 3' Oligo Tailing Kit with Bio-7-dATP.....25 reactions 315.00
42730-46 3' Oligo Tailing Kit with Fluorescein-12-dUTP.....25 reactions 315.00

3'Oligo Deoxynucleotide Packs

42741 Bio-11-dUTP for 3' Oligo Tailing.....25 reactions 140.00
42742 Bio-16-dUTP for 3' Oligo Tailing.....25 reactions 140.00
42743 Bio-11-dCTP for 3' Oligo Tailing.....25 reactions 140.00
42744 Bio-7-dATP for 3' Oligo Tailing.....25 reactions 140.00
42746 Fluorescein-12-dUTP for 3' Oligo Tailing.....25 reactions 140.00

OligoBridge(TM) Labeling Kits

42730-36 OligoBridge(TM)Labeling Kit.....25 reactions 315.00

OligoBridge(TM) Nucleotide Pack

42736 Nucleotide Pack for OligoBridge(TM)Labeling.....25 reactions 140.00

Oligo Labeling Reagent Pack

42730 Reagent Pack for Oligonucleotide Labeling.....25 reactions 190.00

BIOPROBE(R) RNA TRANSCRIPT LABELING SYSTEM
RNA Labeling Kits

42750-51 RNA Labeling Kit with Bio-11-UTP.....20 reactions 330.00

42750-52	RNA Labeling Kit with Bio-16-UTP	20 reactions	330.00
42750-53	RNA Labeling Kit with Bio-11-CTP	20 reactions	330.00
42750-54	RNA Labeling Kit with Bio-17-ATP	20 reactions	330.00
42750-56	RNA Labeling Kit with Fluorescein-12-UTP	20 reactions	330.00

NONRADIOACTIVE LABAELING OF NUCLEIC ACIDS (continued)

Cat. No.	Product	Quantity	Price
	Ribonucleotide Packs		
42751	Bio-11-UTP for RNA Labeling	25 reactions	$225.00
42752	Bio-16-UTP for RNA Labeling	25 reactions	225.00
42733	Bio-11-CTP for RNA Labeling	25 reactions	225.00
42754	Bio-17-ATP for RNA Labeling	25 reactions	225.00
42756	Fluorescein-12-UTP for RNA Labeling	25 reactions	225.00
	RNA Labeling Reagent Pack		
42720	Reagent Pack for RNA Labeling	25 reactions	225.00

NUCLEOTIDES

Cat. No.	Product	Quantity	Price
	DEOXYNUCLEOTIDES		
42806	Bio-11-dUTP	50 nmol	$285.00
42811	Bio-16-dUTP	50 nmol	285.00
42816	Bio-11-dCTP	50 nmol	285.00
42812	Bio-AP3-dCTP	22.5 nmol	230.00
42819	Bio-7-dATP	50 nmol	285.00
42831	Fluorescein-12-dUTP	25 nmol	140.00
42841	Rhodamine-dUTP	25 nmol	140.00
42851	Coumarin-dUTP	25 nmol	140.00
	DIDEOXYNUCLEOTIDES		
42813	Bio-16-ddUTP	25 nmol	140.00
42833	Fluorescein-12-ddUTP	25 nmol	140.00
	RIBONUCLEOTIDES		
42815	Bio-11-UTP	250 nmol	140.00
42814	Bio-16-UTP	250 nmol	140.00
42818	Bio-11-CTP	250 nmol	140.00
42817	Bio-17-ATP	250 nmol	140.00
42834	Fluorescein-12-UTP	250 nmol	140.00

LABELING ACCESSORIES - GLASS FIBER FILTERS

Cat. No.	Product	Quantity	Price
44524	Disc (24 mm diameter)	400/box	$ 60.00
44525	Disc (25 mm diameter)	400/box	60.00
44101	Rectangle (10.25 cm x 25.4 cm)	100/box	120.00

MEMBRANE HYBRIDIZATION AND DETECTION

Cat. No.	Product	Quantity	Price
	MaxSense(TM) Membrane Hybridization Systems		
<S>	<C>	<C>	<C>
45500	MaxSense(TM) BioProbe(R) Membrane Hybridization System (for DNA & RNA Probes)	10 blots 10 x 10 cm each	$135.00
45600	MaxSense(TM) OligoProbe Membrane Hybridization System (for Oligonucleotide Probes)	10 blots 10 x 10 cm each	135.00
	MaxSense(TM) Detection Systems		
45401	BioDETEK(R)HP Hrp Membrane Detection System	1000 cm2	195.00
45402	BioDETEK(R)Alk Membrane Detection System	1000 cm2	195.00
45405	FluorDETEK(R)Hrp Membrane Detection System	1000 cm2	195.00
45406	FluorDETEK(R)AP Membrane Detection System	1000 cm2	195.00
	MaxSense(TM) BioProbe(R)Hybridization and Detection System Kits for DNA and RNA Probes		
	Horseradish Peroxidase Detection System		
45501	BioDETEK(R)HP Hrp Complete BioProbe(R)Membrane System	10 blots 10 x 10 cm each	310.00
45505	FluorDETEK(R)Hrp Complete BioProbe(R)Membrane System	10 blots 10 x 10 cm each	310.00
	Alkaline Phosphatase Detection System		
45502	BioDETEK(R)Alk Complete BioProbe(R)Membrane System	10 blots 10 x 10 cm each	310.00
45506	FluorDETEK(R)AP Complete BioProbe(R)Membrane System	10 blots 10 x 10 cm each	310.00
	MaxSense(TM) OligoProbe Hybridization and Detection System Kits for Oligonucleotide Probes		
	Horseradish Peroxidase Detection System		
45601	BioDETEK(R)HP Hrp Complete OligoProbe Membrane System	10 blots 10 x 10 cm each	310.00
45605	FluorDETEK(R)Hrp Complete OligoProbe Membrane System	10 blots 10 x 10 cm each	310.00
	Alkaline Phosphatase Detection System		
45602	BioDETEK(R)Alk Complete OligoProbe Membrane System	10 blots 10 x 10 cm each	310.00
45606	FluorDETEK(R)AP Complete OligoProbe Membrane System	10 blots 10 x 10 cm each	310.00
	MaxSense(TM) Hybridization and Detection System Accessories		
45701	Hybridization Membrane	roll, 30 cm x 3 m	225.00
45702	Hybridization Membrane	10 sheets, 15 cm x 10 cm	95.00
45703	Liquid Blocking Solution	100 ml	50.00
45704	Liquid Blocking Reagent (concentrated)	100 ml	80.00
45705	MaxSense(TM)BioProbe(R)Hybridization Buffer	150 ml	50.00
45706	MaxSense(TM)OligoProbe Hybridization Buffer	150 ml	50.00

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MEMBRANE HYBRIDIZATION AND DETECTION (continued)

Cat. No.	Product	Quantity	Price
	Dot Blot System		
<S>	<C>	<C>	<C>
46305	Dot Blot Hybridization and Detection Assay Kit	100 test kit	$750.00
46305/C	Dot Blot Control DNA Pack	1 pack	170.00
46307	Dot Blot CMV Control DNA Pack	1 pack	135.00
46308	Dot Blot HBV Control DNA Pack	1 pack	135.00

IN SITU HYBRIDIZATION ASSAY SYSTEMS

Cat. No.	Product	Quantity	Price
	Simply Sensitive Detection Systems		

32830	Hrp - AEC System for in situ Detection	20 slides	$95.00
32840	Hrp - DAB System for in situ Detection	20 slides	95.00
32850	Fl-SA System for in situ Detection	20 slides	95.00
32860	Alk Phos - INT / BCIP System for in situ Detection	20 slides	95.00
32870	Alk Phos - NBT / BCIP System for in situ Detection	20 slides	95.00

Ultrasensitive Enhanced Detection Systems

32300	Enhanced Hrp - AEC System for in situ Detection	30 slides	140.00
32400	Enhanced Hrp - DAB System for in situ Detection	30 slides	140.00
32500	Enhanced Fl -SA System for in situ Detection	30 slides	140.00
32600	Enhanced Alk Phos - INT / BCIP System for in situ Detection	30 slides	140.00
32700	Enhanced Alk Phos - NBT / BCIP System for in situ Detection	30 slides	140.00

Simply Sensitive - Horseradish Peroxidase - AEC Detection

32801-30	PathoGene(R)Assay for Adenovirus / Hrp - AEC	20 slides	235.00
32802-30	PathoGene(R)Assay for Cytomegalovirus / Hrp - AEC	20 slides	235.00
32803-30	PathoGene(R)Assay for Epstein-Barr Virus / Hrp - AEC	20 slides	235.00
32804-30	PathoGene(R)Assay for Hepatitis B Virus / Hrp - AEC	20 slides	235.00
32805-30	PathoGene(R)Assay for Herpes Simplex Virus / Hrp - AEC	20 slides	235.00
32806-30	PathoGene(R)Assay for Chlamydia trachomatis / Hrp - AEC	20 slides	235.00

Simply Sensitive - Horseradish Peroxidase - DAB Detection

32801-40	PathoGene(R)Assay for Adenovirus / Hrp - DAB	20 slides	235.00
32802-40	PathoGene(R)Assay for Cytomegalovirus / Hrp - DAB	20 slides	235.00
32803-40	PathoGene(R)Assay for Epstein-Barr Virus / Hrp - DAB	20 slides	235.00
32804-40	PathoGene(R)Assay for Hepatitis B Virus / Hrp - DAB	20 slides	235.00
32805-40	PathoGene(R)Assay for Herpes Simplex Virus / Hrp - DAB	20 slides	235.00
32806-40	PathoGene(R)Assay for Chlamydia trachomatis / Hrp - DAB	20 slides	235.00

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IN SITU HYBRIDIZATION ASSAY SYSTEMS (continued)

Cat. No.	Product	Quantity	Price
	Simply Sensitive - Fluorescent Streptavidin Detection		
<S>	<C>	<C>	<C>
32801-50	PathoGene(R)Assay for Adenovirus / Fl-SA	20 slides	235.00
32802-50	PathoGene(R)Assay for Cytomegalovirus / Fl-SA	20 slides	235.00
32803-50	PathoGene(R)Assay for Epstein-Barr Virus / Fl-SA	20 slides	235.00
32804-50	PathoGene(R)Assay for Hepatitis B Virus / Fl-SA	20 slides	235.00
32805-50	PathoGene(R)Assay for Herpes Simplex Virus / Fl-SA	20 slides	235.00
32806-50	PathoGene(R)Assay for Chlamydia trachomatis / Fl-SA	20 slides	235.00

Simply Sensitive - Alkaline Phosphatase - INT / BCIP Detection

32801-60	PathoGene(R)Assay for Adenovirus / Alk Phos - NBT / BCIP	20 slides	$235.00
32802-60	PathoGene(R)Assay for Cytomegalovirus / Alk Phos - NBT / BCIP	20 slides	235.00
32803-60	PathoGene(R)Assay for Epstein-Barr Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32804-60	PathoGene(R)Assay for Hepatitis B Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32805-60	PathoGene(R)Assay for Herpes Simplex Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32806-60	PathoGene(R)Assay for Chlamydia trachomatis / Alk Phos - NBT / BCIP	20 slides	235.00

Simply Sensitive - Alkaline Phosphatase - NBT / BCIP Detection

32801-70	PathoGene(R)Assay for Adenovirus / Alk Phos - NBT / BCIP	20 slides	235.00
32802-70	PathoGene(R)Assay for Cytomegalovirus / Alk Phos - NBT / BCIP	20 slides	235.00
32803-70	PathoGene(R)Assay for Epstein-Barr Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32804-70	PathoGene(R)Assay for Hepatitis B Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32805-70	PathoGene(R)Assay for Herpes Simplex Virus / Alk Phos - NBT / BCIP	20 slides	235.00
32806-70	PathoGene(R)Assay for Chlamydia trachomatis / Alk Phos - NBT / BCIP	20 slides	235.00

Ultrasensitive Enhanced - Horseradish Peroxidase - AEC Detection

32801-33	PathoGene(R)Assay for Adenovirus / Enhanced Hrp - AEC	20 slides	290.00
32802-33	PathoGene(R)Assay for Cytomegalovirus / Enhanced Hrp - AEC	20 slides	290.00
32803-33	PathoGene(R)Assay for Epstein-Barr Virus / Enhanced Hrp - AEC	20 slides	290.00

32804-33	PathoGene(R)Assay for Hepatitis B Virus / Enhanced Hrp - AEC	20 slides	290.00
32805-33	PathoGene(R)Assay for Herpes Simplex Virus / Enhanced Hrp - AEC	20 slides	290.00
32806-33	PathoGene(R)Assay for Chlamydia trachomatis / Enhanced Hrp - AEC	20 slides	290.00

Ultrasensitive Enhanced - Horseradish Peroxidase - DAB Detection

32801-44	PathoGene(R)Assay for Adenovirus / Enhanced Hrp - DAB	20 slides	290.00
32802-44	PathoGene(R)Assay for Cytomegalovirus / Enhanced Hrp - DAB	20 slides	290.00
32803-44	PathoGene(R)Assay for Epstein-Barr Virus / Enhanced Hrp - DAB	20 slides	290.00
32804-44	PathoGene(R)Assay for Hepatitis B Virus / Enhanced Hrp - DAB	20 slides	290.00
32805-44	PathoGene(R)Assay for Herpes Simplex Virus / Enhanced Hrp - DAB	20 slides	290.00
32806-44	PathoGene(R)Assay for Chlamydia trachomatis / Enhanced Hrp - DAB	20 slides	290.00

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IN SITU HYBRIDIZATION ASSAY SYSTEMS (continued)

Cat. No.	Product	Quantity	Price
	Ultrasensitive Enhanced - Fluorescent Streptavidin Detection		
<S>	<C>	<C>	<C>
32801-55	PathoGene(R)Assay for Adenovirus / Enhanced Fl -SA	20 slides	290.00
32802-55	PathoGene(R)Assay for Cytomegalovirus / Enhanced Fl -SA	20 slides	290.00
32803-55	PathoGene(R)Assay for Epstein-Barr Virus / Enhanced Fl -SA	20 slides	290.00
32804-55	PathoGene(R)Assay for Hepatitis B Virus / Enhanced Fl -SA	20 slides	290.00
32805-55	PathoGene(R)Assay for Herpes Simplex Virus / Enhanced Fl -SA	20 slides	290.00
32806-55	PathoGene(R)Assay for Chlamydia trachomatis / Enhanced Fl -SA	20 slides	290.00
	Ultrasensitive Enhanced - Alkaline Phosphatase - INT / BCIP Detection		
32801-66	PathoGene(R)Assay for Adenovirus / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
32802-66	PathoGene(R)Assay for Cytomegalovirus / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
32803-66	PathoGene(R)Assay for Epstein-Barr Virus / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
32804-66	PathoGene(R)Assay for Hepatitis B Virus / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
32805-66	PathoGene(R)Assay for Herpes Simplex Virus / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
32806-66	PathoGene(R)Assay for Chlamydia trachomatis / Enhanced Alk Phos - INT / BCIP	20 slides	290.00
	Ultrasensitive Enhanced - Alkaline Phosphatase - NBT / BCIP Detection		
32801-77	PathoGene(R)Assay for Adenovirus / Enhanced Alk Phos - NBT / BCIP	20 slides	$290.00
32802-77	PathoGene(R)Assay for Cytomegalovirus / Enhanced Alk Phos - NBT / BCIP	20 slides	290.00
32803-77	PathoGene(R)Assay for Epstein-Barr Virus / Enhanced Alk Phos - NBT / BCIP	20 slides	290.00
32804-77	PathoGene(R)Assay for Hepatitis B Virus / Enhanced Alk Phos - NBT / BCIP	20 slides	290.00
32805-77	PathoGene(R)Assay for Herpes Simplex Virus / Enhanced Alk Phos - NBT / BCIP	20 slides	290.00
32806-77	PathoGene(R)Assay for Chlamydia trachomatis / Enhanced Alk Phos - NBT / BCIP	20 slides	290.00
	PathoGene(R) Tissue Preparation Kit and Control Slides		
32800	PathoGene(R)Tissue Preparation Kit	20 specimens	145.00
31871	Adenovirus Control Slide	1 slide	15.00
31872	Cytomegalovirus Control Slide	1 slide	15.00
31873	Epstein-Barr Control Slide	1 slide	15.00
31875	Herpes Simplex Virus Control Slide	1 slide	15.00
31876	Chlamydia trachomatis Control Slide	1 slide	15.00
31877	HPV 16 Probe Control Slide	1 slide	15.00
	ApopDETEK(R) in situ Cell Death Assay Systems		
32930	ApopDETEK(R)in situ Cell Death Assay / Hrp - AEC	20 slides	175.00
32940	ApopDETEK(R)in situ Cell Death Assay / Hrp - DAB	20 slides	175.00
32950	ApopDETEK(R)in situ Cell Death Assay / Fl -SA	20 slides	175.00
32960	ApopDETEK(R)in situ Cell Death Assay / Alk Phos - INT / BCIP	20 slides	175.00
32970	ApopDETEK(R)in situ Cell Death Assay / Alk Phos - NBT / BCIP	20 slides	175.00

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IN SITU HYBRIDIZATION ASSAY SYSTEMS (continued)

Cat. No.	Product	Quantity	Price
	Human Papillomavirus Identification Systems		
32881	BioPap(R)Human Papillomavirus in situ Screening Assay for Cervical Smears	20 test kit	345.00
32892	BioPap(R)Human Papillomavirus in situ Typing Assay for Cervical Specimens (Types 6/11, 16/18 and 31/33/51)	10 test kit	305.00
32883	BioPap(R)Human Papillomavirus in situ Typing Assay Cervical Specimen Transport Kit	for 10 specimens	35.00
32879	PathoGene(R)Human Papillomavirus in situ Screening Assay for Tissue Sections	20 test kit	425.00
32895	PathoGene(R) Human Papillomavirus in situ Typing Assay for Tissue Sections (Types 6/11, 16/18 and 31/33/51)	10 test kit	305.00
32877	PathoGene(R)Hrp-AEC Human Papillomavirus in situ Typing Assay fo r Tissue Sections (Types 6/11, 16/18 and 31/33/51)	20 test kit	525.00
32874	PathoGene(R)Hrp-DAB Human Papillomavirus in situ Typing Assay for Tissue Sections (Types 6/11, 16/18 and 31/33/51)	20 test kit	525.00
	In Situ HYBRIDIZATION ASSAY ACCESSORIES		
	Specimen Slides		
31802-20	Pretreated slides / single well	20 slides	$25.00
31802-100	Pretreated slides / single well	100 slides	85.00
31803-20	Pretreated slides / double well	20 slides	25.00
31803-100	Pretreated slides / double well	100 slides	85.00
	Heating Blocks and Surface Thermometer		
31500	Heating Block for use with 110V, 50/60 Hz	1 unit	325.00
31508	Heating Block for use with 220V, 50 Hz	1 unit	325.00
31580	Surface Thermometer	1 unit	30.00
	Biological Reagents and Buffers		
33801	Proteinase K	2 x 5 mg	30.00
33808	In situ Hybridization Buffer (1.25 X concentrate)	10 ml	25.00
33809	In situ Hybridization Wash Reagent	30 ml	25.00
33802	Enzo Wash Buffer Salts	3 Packets, 1 liter each	15.00
33803	Enzo SignaSure(R)Wash Buffer	3 Packets, 1 liter each	25.00
33805	Dilution Buffer for Alkaline Phosphatase-linked Detection Reagents	100 ml	30.00
33804	Dilution Buffer for Horseradish Peroxidase-linked Detection Reagents	100 ml	30.00
33806	Dilution Buffer for Fluorescence-linked Streptavidin	100 ml	30.00
33807	Dilution Buffer for Double Antibody Enhancement Procedures	100 ml	30.00

BIOPROBE(R) LABELED PROBES

Cat. No.	Product	Quantity	Price
	Infectious Agents		
40834	Adenovirus	2 ug	$175.00
40835	Cytomegalovirus	2 ug	175.00
40836	Epstein-Barr Virus	2 ug	175.00
40837	Hepatitis B Virus	2 ug	175.00
40838	Herpes Simples Virus	2 ug	175.00
40839	Chlamydia trachomatis	2 ug	175.00
40842	Hepatitis A Virus	2 ug	175.00
40843	Mycoplasma pneumonia	2 ug	175.00
40845	SV40	2 ug	175.00
40846	Campylobacter jejuni	2 ug	175.00
40847	JC Virus	2 ug	175.00
40848	BK Virus	2 ug	175.00
	Oncogenes		
40714	c-Ha-ras	2 ug	175.00

40717	c-Myc	2 ug	175.00
40718	N-Myc	2 ug	175.00
	Hybridization Controls		
40840	Lambda	2 ug	175.00
40849	Blur 8 (human alu repeat)	2 ug	175.00

DETEK(R) SIGNAL GENERATING SYSTEMS

Cat. No.	Product	Quantity	Price
	Fluorescent Biotin Detection		
43818	DETEK(R)f (Double Antibody Fuorescence Detection)	for 200 slides	$200.00
43821	DETEK(R)FS (Fluorescent Streptavidin Detection)	for 100 slides	110.00
	DETEK(R) Colorimetric Signal Generating Systems		
43820	DETEK(R)Hrp Kit (Hrp - AEC Detection)	500 ml working solution or 40 membranes (100 cm2 each)	150.00
43840	FluorDETEK(R)Hrp Kit (Hrp - AEC Detection)	500 ml working solution or 40 membranes (100 cm2 each)	150.00
43822	DETEK(R)Alk Kit (Alk Phos- NBT/BCIP Detection)	500 ml working solution or 40 membranes (100 cm2 each)	200.00
43842	FluorDETEK(R)AP Kit (Alk Phos- NBT/BCIP Detection)	500 ml working solution or 40 membranes (100 cm2 each)	200.00

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DETEK(R) SIGNAL GENERATING SYSTEMS (continued)

Cat. No.	Product	Quantity	Price
	Anti-Biotin Antibody Reagents		
<S>	<C>	<C>	<C>
43823	DETEK(R)Enhancer Kit (Double Antibody Enhanced Detection)	30 slides	125.00
43861	Rabbit anti-Biotin Antibody Concentrate	400 ml working solution	210.00
	Colorimetric Signal Generating Reagents		
43825	AEC Substrate Kit	300 ml working solution	90.00
43826	DAB Substrate Kit	300 ml working solution	90.00
43827	NBT/BCIP Substrate Kit	400 ml working solution	125.00
43828	INT /BCIP Substrate Kit	400 ml working solution	125.00

MICROPLATE HYBRIDIZATION ASSAYS

Cat. No.	Product	Quantity	Price
46330	HIV 1 Microplate Hybridization Assay	96 test kit	$625.00
46340	MTB Microplate Hybridization Assay	96 test kit	625.00
46350	HBV (core antigen sequences) Microplate Hybridization Assay	96 test kit	625.00
46360	HIV 2 Microplate Hybridization Assay	96 test kit	625.00
46380	HBV (surface antigen sequences) Microplate Hybridization Assay	96 test kit	625.00
46353	Enhanced Microplate Hybridization Assay for Hepatitis B	96 test kit	700.00
46354	Enhanced Microplate Hybridization Assay for Hepatitis B Serum Titration Standards	4 runs	50.00
46331	Oligonucleotide Pair SK38/SK39	2 x 5 nmol	$175.00
46341	Oligonucleotide Pair MTB10/MTB11	2 x 5 nmol	175.00
46351	Oligonucleotide Pair HB01/HB02	2 x 5 nmol	175.00
46355	Oligonucleotide Pair HB07/HB08	2 x 5 nmol	175.00
46361	Oligonucleotide Pair VB306/VB310	2 x 5 nmol	175.00

46381 Oligonucleotide Pair HB011/HB014.....2 x 5 nmol 175.00
46382 Oligonucleotide Pair HB012/HB013.....2 x 5 nmol 175.00
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NONOCLONAL ANTIBODIES FOR IMMUNOPATHOLOGY

Product	Cat. No. Ready-to-Use Format	Price for 6 ml	Cat. No. Concentrated Format	Price for 0.5 ml
<S>	<C>	<C>	<C>	<C>
anti-Cytokeratin, 35(beta)H11, (low MW, 52.5 kd).....	30902	$110.00	34902	$140.00
anti-Cytokeratin, 34(beta)E12 Keratin-903(TM) (high MW, 68, 58, 56.5, 50 kd).....	30903	110.00	34903	140.00
anti-Cytokeratin, 34(beta)B4, (high MW, 68 kd).....	30904	110.00	34904	140.00
anti-Melanoma, HMB45.....	30930	110.00	34930	140.00
anti-Muscle Actin, HHF35.....	30931	110.00	34931	140.00
anti-Neuroendocrine, PHE5.....	30932	110.00	34932	140.00
anti-Smooth Muscle Actin, CGA7.....	30933	110.00	34933	140.00
anti-GFAP.....	30934	110.00	34934	140.00
anti-Macrophage, HAM56.....	30935	110.00	34934	140.00

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EXHIBIT C

Continuing Guaranty
Baxter Healthcare Corporation
Deerfield, Illinois 60015-4633

Vendor: Enzo Diagnostics, Inc.
60 Executive Blvd.
Farmingdatel, NY 11735

1. Compliance with Laws: Vendor guarantees that each product shipped to, or on the order of, Baxter Healthcare Corporation or any affiliated corporation ("Baxter") is as of the date of shipment in compliance with all federal, state and local laws, regulations, rules and orders.

   Vendor specifically guarantees that:
   (Equal opportunity statement-required because Baxter is a government contractor) The products are not manufactured or sold in violation of any applicable Equal Employment Opportunity requirements, including those set forth in Section 202 of Executive Order 11246, as amended.

2. Insurance: Vendor agrees to procure and maintain general comprehensive liability insurance covering each occurrence of bodily injury and property damage in the amount of not less than One Million Dollars ($1,000,000) combined single limit (or such higher limits as Baxter shall reasonably request) with endorsements for product and completed operations, blanket contractual liability, and vendor's liability. Vendor shall on or before delivery of first PRODUCT, furnish a certificate of insurance evidencing the foregoing coverages and limits, stating that the insurer shall give Baxter written notice at least thirty (30) days prior to any cancellation, non-renewal or material change in coverage. At Baxter's request, Vendor will also provide assurance of such insurance.

3. Indemnification: Vendor agrees to indemnify and hold harmless Baxter from any liability, loss, expense, cost, claim or judgment, arising out of:

   a. (Products Liability) Any claim for property damage, or personal injury or death where the product is alleged to have caused or contributed to the damage, injury or death. This indemnification does not extent to injuries, damages or death to the extent caused by negligence on the part of Baxter or any of its employees or agents.

   b. (Patent infringement) Any claim that the products infringe the patent, trademark or other proprietary rights of any other party.

4. Recalls: Vendor agrees that it will reimburse Baxter for costs associated with product corrective actions (including recalls), except those recalls that result from Baxter negligence.

5. Survival of Guaranty: This guaranty shall be continuing and shall be binding upon the Vendor and his or its heirs, executors, administrators, successors and/or assigns and shall inure to the benefit of Baxter, its successors and assigns and to the benefit of its officers, directors, agents and employees.

Date:

Corporate Seal Enzo Diagnostics, Inc.

Corporate Name or Name Under Which Business is Conducted

Attect: (If Corporation)

Signataure & Title of Authorized Officer, Partner or Proprietor

Secretary

Printed Name & Title of Authorized Officer, Partner of Proprietor

EXHIBIT 10(cc)

AGREEMENT FOR LICENSE BETWEEN
YALE UNIVERSITY AND ENZO BIOCHEM, INC.

THIS AGREEMENT entered into as of the fourth, (4th) day of December, 1981, by and between Yale University (hereinafter called Yale) a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut 06510, and Enzo Biochem, Inc. (hereinafter called Enzo), a corporation of the State of New York having its principal office at 325 Hudson Street, New York, New York 10013;

WITNESSETH THAT:

IN CONSIDERATION OF the mutual promises herein contained THE PARTIES HAVE AGREED AND DO AGREE AS FOLLOWS:

I. LICENSE GRANT

A. Yale hereby grants to Enzo, upon and subject to all the terms and conditions of this agreement, an EXCLUSIVE LICENSE of limited term as defined by Article II B, to make, use and sell the invention covered by the LICENSED PATENTS as defined by Article III, in the countries where the LICENSED PATENTS are effective or applications are pending.

B. Yale grants to Enzo a NONEXCLUSIVE LICENSE for a residual term as defined by Article II C to make, use and sell the invention covered by the LICENSED PATENTS as defined by Article III in the countries where the LICENSED PATENTS are effective or applications are pending.

C. Yale further grants to Enzo the right to sublicense third parties under terms and conditions no greater than those acquired by Enzo and provided that the terms and provisions of the following clauses of this agreement are met where applicable.

D. All rights granted by Yale to Enzo under this agreement are subject to any rights required to be granted to the Government and any rights reserved or determined by the Government thereunder.

II. TERMS OF AGREEMENT

A. The terms, conditions and obligations of this agreement become effective as of the date of signing.

B. The term of the EXCLUSIVE LICENSE granted under this agreement shall be for ten (10) years commencing with the effective date pursuant to Article XXIII of this agreement or for a shorter period as may be determined or approved by the Federal Government or any agency thereof.

C. The term of the NONEXCLUSIVE LICENSE granted under this agreement shall be for the remaining years of the life of each patent, domestic or foreign, of the LICENSED PATENTS exceeding the EXCLUSIVE LICENSE term.

III. LICENSED PATENTS

As used in the agreement, the phrase "LICENSED PATENTS" shall mean and include:

A. United States Patent Application Serial No. 255,223, entitled "Modified Nucleotides and Methods of

Preparing and Using Same," filed April 17, 1981, by David C. Ward, Pennina R. Langer and Alexander A. Waldrop III (hereinafter called the Ward application);

B. Any divisional, continuation or substitute United States patent application which shall be based on the Ward application;

C. Any patents which shall issue on any of the above- described patent applications, and any reissues and extensions thereof;

D. And, foreign patents or patent applications corresponding to each of the above-described patent applications.

IV. PATENT PROSECUTION

A. If not already accomplished at the time of execution of this agreement, the patent applications included within the LICENSED PATENTS shall be prepared,

filed and prosecuted to issuance, grant or final disposition by Enzo at its own cost and expense.

B. Enzo shall prepare and file foreign patent applications corresponding to the LICENSED PATENTS within the Paris Convention time period in those countries where valid patent protection is obtainable, including at least the Common Market European Countries, Japan and Canada, and in other foreign countries mutually agreeable to Yale and Enzo. Enzo shall prosecute these applications, and any renewals or extensions thereof at its own cost and expense.

C. Any taxes, annuities, working fees, maintenance fees, renewal and extension charges with respect to each patent application and patent subject to this agreement shall be punctually paid by Enzo. A mutually acceptable patent counsel for these purposes shall be engaged by Enzo.

V. ROYALTIES

A. During the EXCLUSIVE LICENSE term as defined by Article II B, Enzo shall pay to Yale a royalty of:

1. * percent of all domestic or foreign sales covered by the LICENSED PATENTS in each country in which the invention is manufactured, sold or used and,

2. * percent of the unit price of diagnostic kits applied to the diagnosis of human or animal disorders and in which the invention of the LICENSED PATENTS is a component part.

3. * percent of the unit price of research kits (e.g., nick translation, cDNA kits) in which the invention of the LICENSED PATENTS is a component part.

B. After the expiration of the EXCLUSIVE LICENSE term and during the NONEXCLUSIVE LICENSE term as defined by Article II, Enzo shall pay a royalty of:

1. * percent of all domestic and foreign sales covered by the LICENSED PATENTS which includes the unit price of diagnostic kits applied to the diagnosis of human

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

or animal disorders and in which the invention of the LICENSED PATENTS is a component part, in each country in which the invention is manufactured, sold or used.

2. * percent of the unit price of research kits (e.g., nick translation, cDNA kits) in which the invention of the LICENSED PATENTS is a component part.

C. As used in this agreement, "sales" shall mean Enzo's billings for products, processes, kits, etc. covered by the LICENSED PATENTS, less the sum of the following:

1. Sales and/or use taxes directly imposed upon and with particular reference to particular sales of apparatus;

2. Outbound freight separately charged or prepaid;

3. Special packing or crating separately charged;

4. Refunds paid for sales previously credited.

D. In countries where no patent application is filed and Enzo licenses others to practice the invention of the LICENSED PATENTS, Enzo shall pay to Yale a royalty of *

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* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

VI. PAYMENTS AND REPORTS

A. On or before the last business day of January, April, July and October of each year of this agreement, Enzo shall submit to Yale a written report stating:

1. The billings by Enzo issued during the preceding calendar quarter for sales covered by the LICENSED PATENTS;

2. Any deductions therefrom under Article V B 1-4;

3. a) A calculation of the minimum payment due as defined by Article VII; b) a calculation of the amount of royalty due; and a payment to Yale each quarter of an amount equal to the greater of the aforesaid calculations a) or b).

B. Enzo shall maintain at its principal office usual books of account and records showing its actions under this agreement. Such books and records shall be open to inspection and copying, during usual business hours, by an independent certified public accountant to whom Enzo has no reasonable objection, for two (2) years after the calendar quarter to which they pertain, for the purposes of verifying the accuracy of the royalties paid by Enzo under this agreement.

VII. MINIMUM PAYMENTS

A. Enzo agrees to pay to Yale the following annual minimum payments for the licenses herein granted under the LICENSED PATENTS. The term of the minimum payments schedule

commences with the Effective Date of this Agreement of Article XXIII January 1, 1982 and payments shall be made quarterly whether or not any annual sales of the invention covered by the LICENSED PATENTS have been made:

First year	$ 5,000.00	Sixth year	$100,000.00
Second year	$10,000.00	Seventh year	$200,000.00
Third year	$15,000.00	Eighth year	$300,000.00
Fourth year	$20,000.00	Ninth year	$400,000.00
Fifth year	$25,000.00	Tenth year	$500,000.00

B. Each quarter one-fourth of the annual minimum payment shall become due and payable in accordance with the provision of Article VI. Royalty payments due and payable during each quarter shall be credited against any minimum payment due for the particular quarter.

C. Enzo may terminate the EXCLUSIVE LICENSE granted under this Agreement at the end of the sixth year without incurring future liabilities under the minimum payment provisions of this Agreement. Termination under this paragraph must be made in writing by Enzo to Yale during the ninety (90) days immediately proceeding the conclusion of the sixth anniversary year of this Agreement. If this Agreement is terminated by Enzo under this paragraph, all royalties accrued under this agreement shall immediately become due. Yale may immediately seek another licensee to succeed Enzo.

D. In the event that Enzo fails to pay fully and promptly any of the minimum payments or the royalties due under this agreement, Enzo shall be in material breach of the agreement. If after notice thereof to Enzo by Yale, Enzo fails to cure its failure to pay within thirty (30) days of notice, Yale may by ten (10) days notice to Enzo terminate this agreement. Upon such termination for failure to pay, the full

amount of minimum payments shall immediately become due and payable. Upon payment by Enzo of the unpaid minimum payments, Yale will grant to Enzo a nonexclusive license to the LICENSED PATENTS without the right to sublicense others. Payment of royalties under such nonexclusive license shall be off-set by the amount paid under the termination minimum payment provision.

VIII. TERM OF PAYMENTS

A. Royalties due under Article VI and minimum payments due under Article VII shall be payable as long as the Ward application or any division, continuation, reissue or extension which is the subject of the LICENSED PATENTS, remains pending in the appropriate countries wherein the royalty was incurred. Upon said application's issuance as a patent, the royalty shall be payable for the term of the patent.

B. In the event that the patent lapses or if all of its claims are declared invalid by a court of competent jurisdiction through no fault or cause of Enzo,

the obligation to pay the patent royalty for that patent shall terminate but the Agreement shall remain in effect as to the remaining applications or patents. In the event that the patent lapses, terminates or all of its claims are declared invalid through fault or cause by Enzo then as to Enzo its obligations under this agreement remain in effect and Yale does not waive rights to sue for any wrongful acts of Enzo.

IX. BEST EFFORTS

A. For the license granted herein, Enzo shall employ its best efforts to perfect and market the invention. Best efforts shall be judged by Yale using an objective standard and the reports and records provided by Enzo as well as other resources and literature available to or developable by Yale. Should there be disagreement as to the use of best efforts, a mutually acceptable impartial third party shall be appointed who shall objectively judge the efforts of Enzo. Said party shall have suitable scientific and business training in the field or fields to which the invention applies.

B. Marketing shall include sales, offers for sale, sales development, technical consultation pursuant to sales, manufacture, production or processing pursuant to the invention and sale or possible sale thereof, detailing to suitable buyers, advertisement, publication of technical reports, sponsorship of scientific meetings pursuant to or directed to the invention, and further activities of similar types.

C. Yale on its part shall employ its best efforts to obtain for Enzo a ten-year exclusive license under this Agreement.

X. RESEARCH AND DEVELOPMENT

A. For the licenses granted herein, Enzo shall furthermore plan, initiate and maintain research and development efforts related to the invention covered by the LICENSED PATENTS, which are directed to commercial application of said invention. Such commercial applications include but are not limited to use of the invention for analytic or investigative purposes in hospitals and other health institutions, production of useful and

valuable products from "DNA" based tissue or cells, detection and analysis of human pathological conditions and disease and other similar uses.

B. Pursuant to this effort, Enzo shall spend a minimum of $300,000.00 annually for each of the first three years of this agreement, to conduct research and development of new and improved diagnostic procedures in which the sensitivity for detection and/or quantification of genetic material from microbial or multicellular organisms is increased. Payments made by Enzo under this Article X for research and development during the first year of this Agreement in excess of $300,000 shall be credited to the second year and, payments made during the first and second years in excess of $600,000 shall be credited to the third year. It is recognized that ENZO, prior to the signing of this Agreement, has made expenditures for research and development and a credit of $150,000 for this effort shall be applied against the $300,000 obligation of the third year.

1. As a part of this minimum expense, Enzo shall employ the following minimum personnel, who shall devote their full efforts and time to this work:

a. An Organic Chemist trained in suitable fields of research and having a Ph.D. degree or its equivalent;

b. An Immunologist trained in suitable fields of research and having an M.D. degree

or a Ph.D. degree or the equivalent thereof; and

c. A Molecular Biologist trained in suitable fields of research and having a Ph.D. degree or the equivalent thereof.

2. As a further part of this minimum expense, Enzo shall purchase or rent the appropriate laboratory and/or clinical equipment, computer capacity and other materials appropriate for the work required by the foregoing personnel.

C. A written report describing the development efforts shall be given annually by Enzo to Yale. An annual audit of the expenditures made in conjunction with the development efforts including an audit of the minimum required expenditures shall be made at Yale's expense by an independent, mutually acceptable auditor or accountant and the audit shall be reported to Yale. Material produced by Enzo to Yale under this Agreement which has been marked "confidential" and contains confidential or proprietary information of Enzo shall not be disclosed by Yale without first obtaining from Enzo written approval.

D. Failure to perform substantially the provisions of this article or to spend the minimum amount for research and development herein set forth, shall constitute a material breach by Enzo.

XI. SUBLICENSES

The right to sublicense granted by Yale to Enzo shall be exclusive, coterminable and transferable with this agreement and the license granted under it. Enzo may grant one or more sublicenses under the LICENSED PATENTS which shall be treated according to the terms and provisions hereunder. In the event that the same royalty schedule is applied by Enzo to its sublicense agreement as is herein applied, the royalty payment due from Enzo to Yale shall include the sales of Enzo's sublicensee or sublicensees. In the event that a different royalty schedule is applied by Enzo to its sublicense agreement, Yale shall receive an amount of the royalties paid by the sublicensee or sublicensees to Enzo as if Enzo had manufactured and sold the products.

XII. TERMINATION

This agreement and the license granted under it may be terminated:

A. By Yale, upon thirty (30) days notice to Enzo, for Enzo's material breach of the agreement and Enzo's failure to cure in accordance with Article XIII B.

B. At any time, by Enzo, after the sixth anniversary of this agreement and upon sixty (60) days notice to Yale and upon payment of the minimum payments defined in Article VII.

C. Should Enzo commit any act of bankruptcy, become insolvent, file a petition under any bankruptcy or insolvency act or have any such petition filed against it, or offer any general composition to its creditors, without notice to Yale and because of the happening of such act, event or offer;

D. Upon any termination of this agreement and any license granted under it, Enzo shall have the right for one year

to dispose of all products of the invention or substantially completed products thereof then on hand which would bear royalty under this agreement, and to complete all orders for such products of the invention then on hand, and royalties shall be paid with respect to such products of the invention as though this agreement had not terminated;

E. Upon any termination of this agreement all sublicensees granted by Enzo under it shall terminate simultaneously, subject nevertheless to Article XII D.

F. Termination of this agreement shall not terminate Enzo's obligation to pay all royalties which shall have been accrued hereunder.

G. It is understood and agreed that should Yale for any reason grant a license having a more favorable royalty rate than that charged herein, Yale will give to Enzo the benefit of such more favorable rate from and after the date of its establishment.

XIII. BREACH, CURE

A. In addition to the applicable legal standards, Enzo shall be in material breach of this agreement for the following reasons:

1. Failure to use best efforts pursuant to Article IX;

2. Failure to pay royalties or minimum payments pursuant to Articles V and VII;

3. Breach pursuant to Article X;

4. Failure to prosecute reasonably the U.S. and foreign patent applications which are the subject of the LICENSED PATENTS, such failure including failure to appoint adequate mutually acceptable counsel, failure to pay all fees and monies due, failure to pay maintenance taxes, failure to follow advice of counsel and failure to meet prosecution deadlines after being so notified by counsel. Such failure shall not include failure caused by Yale; and

5. Failure to pay patent taxes.

Termination of this agreement by Enzo or by any act of Enzo shall not terminate Enzo's obligation to pay any remaining minimum payments under Article VII.

B. Enzo shall have the right to cure its material breach; the cure shall be effected within a reasonable time or within the specific time period set forth for breach pursuant to Article VII C and in no event later than sixty (60) days after notice of breach given by Yale. If complete cure cannot be rendered, Enzo shall have the right to make a substantial cure using its best efforts as judged according to Article IX A.

XIV. INFRINGEMENT, PATENT MARKINGS

A. Enzo shall notify Yale of the infringement by a third party of any claim of any of the LICENSED PATENTS, and Enzo shall proceed to take steps to end such infringement. Enzo shall

initiate all legal actions and shall in consultation with Yale select counsel mutually acceptable and prosecute such actions.

B. Enzo shall pay the first $100,000 in legal fees and disbursements pursuant to legal action taken in regard to infringement.

The remainder of the legal fees and disbursements shall be paid three quarters by Enzo, one quarter by Yale but in no event shall Yale's payment exceed the amount of royalties due or minimum payment due from Enzo to Yale whichever is greater.

C. Any recovery awarded for patent infringement shall first be used to reimburse Enzo and Yale for legal fees, disbursements and costs incurred pursuant to XIV B. Excess recovery over reimbursement shall be * between Yale and Enzo.

D. Enzo agrees, and agrees to require its sublicensees, to mark all products of the invention manufactured under this agreement and the license granted under it, and under any sublicense granted by it hereunder, in accordance with the pertinent local patent law.

E. Any actions brought by third parties against Enzo for products or processes made, used or sold by Enzo under this agreement are the sole responsibility of Enzo and do not terminate Enzo's obligations under this agreement.

XV. TITLE, OWNERSHIP

A. Ownership and legal title to all inventions made by Yale or its employees with funds not provided by Enzo and covered by the LICENSED PATENTS, and ownership and legal title to the corresponding domestic and foreign patent applications and the prospective patents which may issue, shall remain with Yale.

B. Ownership and legal title to all inventions made by Enzo or its employees which are related to the field of art covered by the LICENSED PATENTS and made pursuant to Enzo's further research and development, and ownership and legal title to the corresponding domestic and foreign patent applications and prospective patents which may issue, shall remain with Enzo. Yale shall have a nonexclusive, royalty free license to make and use said inventions and a nonexclusive, royalty free license under said patent applications and prospective patents.

C. Ownership and legal title to all inventions, patent applications and

prospective patents which may issue and which are sponsored or are made jointly by Enzo and Yale or their employees and are related to the field of art covered by the LICENSED PATENTS and made pursuant to Yale's and Enzo's further research efforts, shall remain with Yale. Enzo shall have a limited EXCLUSIVE LICENSE for a term defined in Article II B and a residual NONEXCLUSIVE LICENSE for the life of the patent Article II C to make, use and sell embodiments of said inventions. The filing and prosecution of said patent

applications and prospective patents, which shall conform in all respects to the terms of this agreement.

XVI. NOTICE

Any notice which is required to be or may be given under this agreement shall be deemed duly given if given in writing, and dispatched by prepaid first class registered or certified mail addressed to the party notified at its address stated in the preamble of this agreement. Each party reserves the right to change that address from time to time by notice so given.

XVII. ASSIGNABILITY

This agreement and the license granted under it may be assigned by Enzo with substantially all its related business, or to any firm or corporation directly or indirectly controlling, controlled by, or under common control with Enzo. Enzo shall promptly advise Yale of any such assignment.

XVIII. WARRANTY

Nothing in this agreement shall be construed as a warranty or representation by either party as to the validity of any prospective, domestic or foreign patent which may issue pursuant to the LICENSED PATENTS covering the invention. Further, nothing in this agreement shall be construed as a warranty or representation by either party that anything made, used, sold or otherwise disposed of under any license granted under this agreement is or will be free from infringement of domestic or foreign patents of third parties.

XIX. PROHIBITION AGAINST USE OF YALE NAME

The use of the name Yale, Yale University, or Yale Medical School in any form for public distribution is prohibited unless written approval is first obtained from an officer of the University or Dean of the Medical School.

XX. COMPLIANCE WITH GOVERNMENTAL OBLIGATIONS

A. Notwithstanding any provisions in this agreement, Yale disclaims any obligations or liabilities arising under the license provisions if Enzo is charged in a governmental action for not complying with or fails to comply with governmental regulations to take effective steps to bring the invention to a point of practical application. Enzo shall bear the entire cost of justifying and defending any action brought by any governmental agency.

B. Enzo shall comply with all governmental requests directed to either Yale or Enzo and to provide all information and assistance necessary to comply with the government requests. Failure to take necessary action and to comply with said requests will be a material breach.

C. Enzo shall insure that research, development, and marketing under this agreement will comply with all governmental regulations including, but not limited to, Federal, State, and municipal legislation and that Enzo will hold Yale harmless for any of its acts or failure to act arising under this agreement.

XXI. U.S. GOVERNMENTAL APPROVAL

This agreement and the licenses herein granted shall be conditioned upon United States governmental approval of the ten- year EXCLUSIVE LICENSE herein described or for any other shorter period as determined or approved by the Federal Government or any agency thereof. Yale shall take all reasonable and necessary action to secure such approval from the appropriate governmental agencies such as the National Institute of Health.

XXII. APPLICABLE LAW

This agreement shall be construed, interpreted and applied in accordance with the laws of the State of Connecticut.

XXIII. EFFECTIVE DATE

The effective date for establishing and calculating all rights and obligations under this Agreement shall be January 1, 1982.

IN WITNESS WHEREOF, each of the parties has caused this agreement to be executed in duplicate originals by its duly authorized representative.

YALE UNIVERSITY

/s/ D W
- ----------
Acknowledgement

By /s/ J Owens

Title

ENZO BIOCHEM, INC.

/s/
- ----------
Acknowledgement

By /s/

Title

AGREEMENT, entered into this 10th day of April, 1986, by and between Yale University ("Yale"), a corporation organized and existing under and by virtue of a charter granted by the General Assembly of the Colony and State of Connecticut and located in New Haven, Connecticut; and Enzo Biochem, Inc. ("Enzo"), a New York corporation having its principal office at 325 Hudson Street, New York, New York 10013.

W I T N E S S E T H :

WHEREAS, Yale and Enzo, as of December 4, 1981, entered into a License Agreement relating to the invention covered by U.S. Serial No. 255,223 entitled "Modified Nucleotides and Methods of Preparing and Using Same" (the "License Agreement"); and

WHEREAS, Yale subsequently filed U.S. Patent Application Serial No. 503,298 entitled "Novel Visualization Polymers and their Application to Diagnostic Medicine" and corresponding foreign patent applications, covering an invention owned by Yale; and

WHEREAS, the applicability of provisions of the License Agreement to the invention described in Application Serial No. 503,298 has been disputed by Yale and Enzo, and Yale and Enzo desire hereby to resolve such dispute; and

WHEREAS, this Agreement is entered into in a spirit of compromise and will not be used in any proceeding to suggest impropriety by either of the parties or their employees or agents prior to the date hereof; and

WHEREAS, Yale and Enzo desire to modify and amend certain terms and conditions of the License Agreement;

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

1. The invention described in U.S. Patent Application Serial No. 503,298 and counterpart foreign patent applications, and any divisional, continuation, or substitute patent applications, and any patents that issue therefrom, shall be deemed to be a "Licensed Patent" under the License Agreement.

2. Promptly following execution hereof, Yale shall cause to be transferred to patent counsel mutually agreed upon by Yale and Enzo existing file documents pertaining to U.S. patent application Serial No. 503,298 and to counterpart foreign applications filed by Yale. Enzo shall assume the obligation, under Article IV of the License Agreement, at its own expense and through such mutually agreed upon patent counsel, to prosecute to issuance, grant or final disposition the foregoing patent applications, including any divisional, continuation, or substitute patent applications and any reissues and extensions of any patents issued with respect to such applications. Enzo shall use its best efforts to furnish or cause to be furnished to Yale for comments in advance of their filing all documents prepared in connection with the prosecution and issuance of such patent applications. Upon receipt by patent counsel of the file documents transferred as descried above in this paragraph 2, Enzo

shall reimburse Yale $50,400 for amounts expended by Yale prior to the date hereof in preparing and filing such patent applications.

3. Article IV of the License Agreement shall be and hereby is amended to add the following Section D:

"D. Notwithstanding any other provision of this or any other agreement, with respect to any Licensed Patent for which Enzo is a non-exclusive licensee, Enzo shall be responsible only for its pro-rata share of patent prosecution expenses, taxes, annuities, working and maintenance fees, renewal and extension charges, based upon the total number of non-exclusive licensees of such patent at the time such expenses are incurred."

4. Subject, in the case of U.S. Patent Application Serial No. 255,223, to the approval by the U.S. Government of Yale's request for the right to extend the term of exclusive license, which request Yale shall pursue with its best efforts, the Exclusive License term defined in Article IIB of the License Agreement, shall be and hereby is extended to a term of fourteen years. At the end of the fourteenth year of the term of Exclusive License and if Enzo is then in compliance with all of the material terms and conditions of the License Agreement, with an opportunity for curing any breach having been provided, Enzo shall have the option to further extend the term of the Exclusive License until the expiration of the life of the first U.S. Patent to issue under U.S. Patent Application Serial No. 255,223 or if no such patent shall issue, April 17, 2003.

5. The schedule set forth in Section A of Article VII "Minimum Payments" of the License Agreement shall be and hereby is amended to read as follows:

*

Notwithstanding the preceding, there shall be no Minimum Payments payable with respect to any period during which the invention described in Patent Application U.S. Serial No. 503,298, and any foreign patent applications, divisional, continuation or substitute patent applications and any patents issued thereon, are the sole Licensed Patents for which an Exclusive License is in effect."

6. Section C of Article VII of the License Agreement shall be and hereby is amended to read as follows:

"Enzo shall have the right to convert the EXCLUSIVE LICENSE granted under this Agreement to a NONEXCLUSIVE LICENSE, or to terminate this Agreement, at the end of the tenth or fourteenth year of this Agreement without incurring subsequent liabilities under the minimum payments provision hereof. An election to convert or terminate under this Section must be made in writing by Enzo to Yale within 90 days preceding the conclusion of the year of this Agreement in which the right is exercised. If this Agreement is terminated by Enzo under this Section, all royalties accrued hereunder shall at once become due, and Yale may immediately seek another licensee or licensees to succeed Enzo."

7. Article XIV of the License Agreement shall be and hereby is amended to add new Sections F and G as follows:

* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

"F. Should Enzo become a non-exclusive licensee under this Agreement, during such period:

(i) Yale shall, in the first instance have the right to bring and prosecute or settle at its expense any suit for patent infringement and shall be entitled to retain any damages collected therefrom; and

(ii) Should Yale decline to bring any such suit after notice by Enzo of a substantial infringer then Enzo shall have the right to bring and conduct at its expense a patent

infringement suit against such infringer. Enzo shall, in such event, be entitled to retain any damages collected therefrom. A substantial infringer shall be one who has at least 10% of the market for products within scope of the Licensed Patents.

G. Under this Article XIV Yale shall have ninety (90) days within which to initiate any action contemplated by subsection F(i) and Enzo shall not be permitted to bring any suit against an infringer while an action by Yale with respect to the same patent is pending against that or another infringer."

8. Article XV, Section C of the License Agreement shall be and hereby is amended to read as follows:

"Ownership and legal title to all inventions, patent applications and prospective patents which may issue and which are sponsored or are made jointly by Enzo and Yale or their employees and which are related to the field of art covered by the LICENSED PATENTS and made pursuant to Yale's and Enzo's further research efforts, under a written agreement stipulating such sponsorship by Enzo or joint effort by Enzo and Yale and referring to this Section of this Agreement, shall remain with Yale. Enzo shall have, and hereby is granted, a limited EXCLUSIVE LICENSE for a term defined in such agreement and a residual NONEXCLUSIVE LICENSE for the life of the patent as described in Article IIC to make, use and sell embodiments of said inventions. The filing and prosecution of patent applications with respect to such inventions shall be carried out in accordance with the provisions of Article IV of this

Agreement, Enzo shall use its best efforts to provide copies of all documents pertaining to the filing and prosecution of such patent applications to Yale for comment in advance of filing. Any written agreement referred to in this Article XVC shall be binding upon on Yale only if signed by a representative duly authorized by vote of the Yale Corporation to execute funding agreements on behalf of Yale."

9. Enzo hereby releases Yale and its Officers, fellows, employees (including without limitation Dr. David Ward) and agents from and against any and all claims, demands, causes of action and liability arising out of any and all acts or omissions heretofore by Yale or its employees or agents within the scope of his or their employment or agency and relating to the subject matter of the invention described in U.S. Patent Application Serial No. 503,298 (and corresponding foreign applications, any divisional, continuation or substitute patent applications, and any patents issued therefrom) or of the License Agreement as related thereto.

IN WITNESS WHEREOF, the parties have hereby executed this Agreement as of the day above written by their duly authorized representatives.

YALE UNIVERSITY

By: _____
Its VICE PRESIDENT FOR FINANCE

ENZO BIOCHEM, INC.

By: _____
Its E.V.P.

YALE UNIVERSITY

July 18, 1996

Dr. Elazer Rabbani
Enzo Biochem, Inc.

575 Fifth Avenue
New York, NY 10017

Dear Dr. Rabbani:

Yale University has now concluded its investigation of Enzo's compliance with the material terms and conditions of the Yale-Enzo Agreement.

Based upon the information made available to us, and Enzo's representations as to the accuracy and completeness of such information, the University has concluded that Enzo was in compliance with its obligations to Yale as of January 1, 1996. Accordingly, Enzo is entitled to exercise the option provided by Paragraph 4 of the 1986 Amendment to the 1981 Yale-Enzo Agreement to extend the term of its Exclusive License.

In light of Mr. Fedus' letter of October 31, 1995, which we have interpreted as indicating Enzo's desire to exercise the extension option, it is the position of the University that Enzo's option has now been exercised, and that the term of Enzo's Exclusive License has, since January 1, 1996, been extended, subject to the terms of the existing Yale-Enzo Agreement of 1981, as amended, "until the expiration of the life of the first U.S. Patent to issue under U.S. Patent Application Serial No. 255,223 or if no such patent shall issue, April 17, 2003."

As you may know, I only recently became Director of the Office of Cooperative Research. I look forward to meeting with you upon your return from Europe. I hope this letter which disposes the issues of compliance and the exercise of the January 1, 1996 option will allow the two of us to initiate discussions on how to conduct this relationship in a way that benefits both Enzo and Yale.

Sincerely yours,

Gregory E. Gardiner
- ----------
Gregory E. Gardiner, Ph.D.
Director

cc: J. L. Auerbach
R. J. Bickerton
W. D. Stempel

EXHIBIT 10(dd)

AGREEMENT

between

THE RESEARCH FOUNDATION OF STATE
UNIVERSITY OF NEW YORK

and

ENZO BIOCHEM, INC

INDEX

AGREEMENT

THIS AGREEMENT, effective this 15 day of May, 1987, by and between the Research Foundation of State University of New York, a corporation of the State of New York, having a place of business at State University Plaza, Albany, New York 13201-0009 (hereinafter referred to as "FOUNDATION") and Enzo Biochem Inc., a corporation of the State of New York, having a place of business at 325 Hudson Street, New York, New York 10013 (hereinafter referred to as "ENZO")

WITNESSETH

WHEREAS, the manipulation of gene function by inhibitory nucleic acid in prokaryotic cells and in eukaryotic cells has recently been shown to be possible utilizing interfering nucleic acid sequences within such cells;

WHEREAS, the FOUNDATION has done certain work in this technical area;

WHEREAS, the FOUNDATION has filed applications for patent in the United States and in certain countries foreign to the United States on the results of certain work on interfering nucleic acid sequences done in the laboratory of Dr. Masayori Inouye;

WHEREAS, ENZO is involved in developing gene therapy technology, including

various methods of manipulation of gen function;

WHEREAS, ENZO desires to establish an effort to do continuing research in gene therapy technology and to staff this effort with a minimum of five (5) professionals; and

WHEREAS, ENZO desires to obtain a license under FOUNDATION's PATENTS and TECHNICAL INFORMATION (as hereinafter defined) and FOUNDATION is willing to grant such a license

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows.

ARTICLE 1 DEFINITIONS

1.1 "PATENTS" means patents and applications for patent covering TECHNICAL INFORMATION including the patents and applications for paten set forth in Schedule A, together with any patents 1) issuing on or as a result of any continuation, continuation-in-part, or division thereof or 2) issuing as a result of any other patent application which may be substituted therefor or 3) which are reissues and/or extensions of any such patents or patent applications. It also includes any patents which have issued or which may in the future issue anywhere in the world to the extent that such patents contain claims equivalent to those contained in the patents or application for patents set forth in Schedule A.

1.2 "LICENSED PROCESS" means a process which relates to the regulation, stimulation or inhibition of the function of a gene.

1.3 GENETIC MATERIAL(S) means nucleic acid material(s) including but not limited to plasmids and vectors (including virus vectors) or nucleic acid constructs or transcripts therefrom which

1) are oligonucleotides or polynucleotides that act to regulate, stimulate or inhibit the functioning of a gene; or

2) produce an oligonucleotide or polynucleotide capable of acting to regulate stimulate, or inhibit the functioning of a gene,

1.4 "PRODUCT(S)" means formulation(s) which contain GENETIC MATERIALS

1.5 "TECHNICAL INFORMATION" means all information, including information contained in pending application for patent, 1) developed in the laboratory of Dr. Masayori Inouye, 2) which the FOUNDATION has the right to license as of the effective date of this Agreement and 3) which relates to the manipulation of gene function, to the practice of the LICENSED PROCESS, to the GENETIC MATERIALS, or to the production and use of PRODUCTS.

1.6 "SUPPLEMENTAL INFORMATION" means information first developed or acquired by FOUNDATION after the effective date of this Agreement and which is within the scope of a) the claims of PATENTS or b) TECHNICAL INFORMATION.

1.7 "CONFIDENTIAL INFORMATION" means TECHNICAL INFORMATION and SUPPLEMENTAL INFORMATION relating to the LICENSED PROCESS, GENETIC MATERIALS or PRODUCTS disclosed in writing marked confidential by FOUNDATION to ENZO pursuant to this Agreement; provided, however, that there is excluded any part of such information which

a) was known to ENZO prior to disclosure thereof by of for FOUNDATION; or

b) is or becomes generally publicly available through no fault of ENZO; or

c) is furnished to ENZO by a third party no under the secrecy obligation to FOUNDATION.

1.8 "NET SALES VALUE" means, with regard to PRODUCTS sold or otherwise disposed

of, the greater of a) the actual sum of money do or b) the sum of money which would be due in an arm's length transaction with a non-affiliated third party calculated in accordance with ENZO's normal pricing policy for PRODUCTS sold at time of invoicing, less the following:

(i) Transportation charges or allowances, if any, paid, or allowed;

(ii) Trade discounts and quality discounts allowed, if any;

(iii) Cash discounts allowed, if any;

(iv) Any taxes or duties imposed on sales of PRODUCTS and payable directly by ENZO;

(v) Allowance of credits to customers on account of rejection or return of PRODUCTS or retroactive price reduction.

PRODUCTS shall be considered sold when billed out, or if not billed out, when delivered to a purchaser or to a carrier for delivery to a purchaser.

ARTICLE 2. GRANT

2.1 FOUNDATION grants to ENZO a world-wide exclusive license, with right to sublicense, under PATENTS and TECHNICAL INFORMATION, to utilize the LICENSED PROCESS, to make use and sell PRODUCTS and to make, use and sell GENETIC MATERIALS.

2.2 FOUNDATION grants and agrees to grant ENZO a world wide exclusive license with right to sublicense, under SUPPLEMENTAL INFORMATION and any patents issuing thereon, to utilize the LICENSED PROCESS, to make, use and sell PRODUCTS and to make, use and sell GENETIC MATERIALS.

ARTICLE 3. SUPPLEMENTAL INFORMATION; DISCLOSURE

3.1 During the term of this agreement, Foundation shall notify ENZO of all SUPPLEMENTAL INFORMATION developed or acquired by it with right of disclosure.

3.2 Notification of each item of SUPPLEMENTAL INFORMATION shall be made by FOUNDATION with reasonable promptness after the development or acquisition of such SUPPLEMENTAL INFORMATION and shall include a disclosure of such SUPPLEMENTAL INFORMATION in written or other tangible form, in sufficient detail to enable ENZO to utilize the SUPPLEMENTAL INFORMATION in its own facilities.

ARTICLE 4. ROYALTY FEES

4.1 ENZO shall pay a royalty to FOUNDATION on all commercial sales of PRODUCTS, commencing with the first commercial sale of PRODUCTS.

4.2 With respect to each country of the world, ENZO shall pay a royalty of * percent of NET SALES VALUE of each PRODUCT sold in that country during the period 1) PATENTS are being prosecuted or are in existence in that country and 2) such PRODUCT is covered by a claim of PATENTS existing in that country.

4.3 ENZO shall pay to FOUNDATION a royalty of * percent of the royalties actually received by ENZO from a sublicensee where such royalty is attributable to the NET SALES VALUE of each PRODUCT sold in a country during

* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

the period 1) PATENTS are being prosecuted or are in existence in that country and 2) such PRODUCT is covered by a claim of PATENTS existing in that country.

4.4 ENZO shall pay to FOUNDATION an amount equal to * percent of any initial fees actually received by ENZO from a sublicensee where such fees are attributable to the grant of sublicense under PATENTS or TECHNICAL INFORMATION.

ARTICLE 5. REPORTS AND PAYMENTS

5.1 ENZO shall, commencing with the quarter during which the first commercial sale of PRODUCT is made, report to FOUNDATION in writing within thirty (30) days after each December 31, March 31, June 30, and September 30 during the term of and within thirty (30) days after termination of this Agreement stating the royalty then due and the basis for the calculation of such royalty; and the appropriate payments accruing pursuant to ARTICLE 4 shall accompany such reports.

5.2 All payments made pursuant to Article 4 shall be payable at Albany, New York in United States currency. Where payment is received by ENZO in a currency other than United States currency, the United States currency payments made hereunder shall be determined on the basis of the official rate of exchange quoted in New York, New York on the date payment is made to FOUNDATION or on the last day on which the payment to FOUNDATION is due, whichever is earlier.

5.3 ENZO shall keep records of its sale of PRODUCTS and of payments form sublicensees and shall allow inspection of such records by a certified public account selected by FOUNDATION and to whom ENZO has not reasonable objection during reasonable hours and upon reasonable prior notice during the term of the Agreement and for ninety (90) days thereafter.

5.4 ENZO shall report to FOUNDATION in writing within (30) days after each December 31, and June 30 during the term of this Agreement setting forth the status of ENZO's technical development efforts as set forth in Annex A.

* The information omitted is confidential and has been filed separately with the Commission pursuant to Rule 24b-2.

ARTICLE 6. PATENTS

6.1 The FOUNDATION, with the agreement of ENZO, shall select and outside patent attorney to handle patent prosecution matters relating to the filing, prosecution and maintenance of PATENTS and for the filing, prosecution and maintenance of patents on SUPPLEMENTAL INFORMATION.

6.2 Both parties shall have the right to review and comment upon patent prosecution matters.

6.3 ENZO shall have the right to determine if it desires to have applications for patent filed in the USA or in various countries foreign to the United States. If ENZO does not desire to have applications for patent filed in the USA or in certain countries foreign to the United States or if ENZO desires to terminate prosecution maintenance of any PATENT or any patent or application for patent covering SUPPLEMENTAL INFORMATION, FOUNDATION shall have the right to prosecute or maintain such patent or application for patent and shall be responsible for all costs and expenses associated with the prosecution or maintenance of such patent or application for patent and such patent or application for patent shall no longer be considered to be within the scope of PATENTS.

6.4 With the exception provided in paragraph 6.3, Enzo shall pay all costs and expenses relating to the prosecution or maintenance of patents for patents covering SUPPLEMENTAL INFORMATION and shall reimburse FOUNDATION for such costs and expenses in and amount not to exceed $55,000 as expended by FOUNDATION prior to the effective date of the Agreement.

ARTICLE 7. PATENT INDEMNITY

7.1 FOUNDATION represents and warrants that, to the best of it's knowledge, the information furnished or to be furnished to ENZO under this Agreement is free from infringement of any third party patent.

7.2 Each party hereto shall promptly notify the other party of any third party patent of which it becomes aware where such third party patent may be infringed by the practice of the LICENSED PROCESS or the use or sale of GENETIC MATERIALS or PRODUCTS.

7.3 FOUNDATION shall indemnify ENZO against all costs and expenses of defending itself against any suit claiming infringement of a third party patent due to ENZO's use of TECHNICAL INFORMATION, against any damages awarded in such suit or for any payment made by ENZO to obtain the right of use of the patent that would be otherwise infringed.

7.4 At such time as FOUNDATION becomes aware of a third party patent within the scope of paragraph 7.2, FOUNDATION shall, in appropriate manner, set aside payments received from ENZO pursuant to this agreement and based on sales of PRODUCT in the country where the infringement is allege to have occurred, until the matter is resolved and such payments shall be used, if necessary to fund FOUNDATION'S liability pursuant to paragraph 7.3

7.5 FOUNDATION's liability pursuant to paragraph 7.3 is limited to 1)the amount of payments set aside pursuant to paragraph 7.4 and 2) other future payments to be made by ENZO pursuant to this Agreement and based on sales of PRODUCTS in the country where the infringement is alleged to have occurred.

ARTICLE 8. PATENT ENFORCEMENT

8.1 Each party shall notify the other party of any possible third party infringement of one or more claims of PATENTS or of patents covering SUPPLEMENTAL INFORMATION.

8.2 FOUNDATION and ENZO shall discuss any allege third party infringement issue and FOUNDATION may at its sole option, take steps to abate any infringement of the claims of PATENTS or of patents covering SUPPLEMENTAL INFORMATION.

8.3 ENZO's licenses hereunder shall become paid up and royalty free during the period the alleged infringement continues unless 1) FOUNDATION cause abatement of the infringement within ninety (90) days after the infringement comes to its attention or 2) FOUNDATION files suit against the alleged infringer within one hundred and eighty (180) days after the infringement comes to its attention and diligently prosecutes such suit or 3) FOUNDATION, within one hundred and eighty (180) days after the infringement comes to its attention, obtains the opinion of

counsel acceptable to ENZO (which acceptance shall not be unreasonably withheld) that the third party is not infringing PATENTS.

8.4 In addition to the paid-up and royalty free licenses under paragraph 8.3, if FOUNDATION does not cause abatement of the infringement within ninety (90) days after the infringement comes to its attention or if FOUNDATION does not file suit against the alleged infringer within one hundred and eighty (180) days after the infringement comes to its attention or if FOUNDATION does not diligently prosecute such suit, then ENZO shall have the right to negotiate with and file suit against the alleged infringer and FOUNDATION shall do all things reasonable and necessary to facilitate such acts by ENZO.

8.5 If ENZO, in accordance with paragraph 8.4, negotiates and/or files suit against the alleged infringer, ENZO shall deduct all costs and expenses incurred by it in such negotiations or suit from any amount owed hereunder to FOUNDATION to a maximum of 50% in any given calendar year. Any amounts received from the infringer for past infringement shall be retained by ENZO and any amounts received form the infringer for future use of PATENTS will be paid proportionately to FOUNDATION pursuant to ARTICLE 4.

ARTICLE 9. TECHNICAL DEVELOPMENT

ENZO agrees to establish technical effort, as set forth in Annex A to this Agreement, to work on the development of gene therapy technology.

ARTICLE 10. CONFIDENTIALITY

ENZO shall maintain the confidentiality of CONFIDENTIAL INFORMATION

ARTICLE 11. WARRANTY

FOUNDATION warrants that it has full right and title to PATENTS and TECHNICAL INFORMATION, that it has not entered into any agreements with a third party which are inconsistent with the rights granted to ENZO hereunder and that it has the right to enter into this Agreement.

ARTICLE 12. TERM, RIGHTS & OBLIGATIONS ON TERMINATION

12.1 This agreement shall be effective as of the date first above written and shall extend thereafter until the last to occur of

a) termination of active prosecution of an application for patent included within PATENTS or

b) the expiration of the last to expire of PATENTS.

12.2 Upon termination of this Agreement as above provided, and subject to ENZO's payment to FOUNDATION of all fees and royalties due hereunder, ENZO shall have a perpetual, paid-up, exclusive license, with right to sublicense, under TECHNICAL INFORMATION, PATENTS, SUPPLEMENTAL INFORMATION and patents covering SUPPLEMENTAL INFORMATION.

12.3 ENZO may at any time terminate this agreement by giving FOUNDATION thirty (30) days written.

12.4 Upon default of any material provision herein by either party, including payment of applicable royalties the injured party may give to the defaulting party written notice of intent to terminate this Agreement, specifying the allege default and if, within sixty (60) days after the giving of such notice the default is not cured, then the injured party may terminate this Agreement forthwith by written notice to such effect to the defaulting party.

12.5 If ENZO shall become bankrupt or insolvent and/or the business of ENZO shall be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of ENZO or otherwise, FOUNDATION may terminate this Agreement by giving notice to ENZO of such termination and specifying the effective date thereof, which shall be at least sixty (60) days after the date the notice is mailed by the FOUNDATION. If within such sixty (60) day period, the receiver , assignee or trustee for the benefit of creditors does not agree in writing to be bound by the obligations assumed under this agreement, then the rights, privileges and license granted hereunder shall thereupon immediately terminate and neither party shall have any further rights, duties or obligations hereunder except as may have then accrued under this Agreement.

12.6 Upon termination of this Agreement for any reason ENZO and any of its sublicensees may, after the effective date of such termination, sell all PRODUCTS

and GENETIC MATERIALS then in existence, and complete PRODUCT and GENETIC MATERIALS in the process of manufacture at the time of such termination and sell the same, provided that ENZO pays to FOUNDATION the royalties due thereon and provides the reports required by ARTICLE 5.

ARTICLE 13. NOTICES AND REPORTS

Any written notice which and party hereto is required or permitted to give to the other party may be made (and shall be deemed to have duly been served) by personal delivery or by telex or postal service (registered air mail, return receipt requested) at the telex number or the address set forth below or at such other address as shall have been previously designated by written notice to the other party.

FOR ENZO: ENZO BIOCHEM, INC
Corporate Counsel
325 Hudson Street
New York, New York 10014

Telex: ENZO Bio 424633

FOR FOUNDATION: RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK
Technology Transfer Office
P.O. Box 9
Albany, New York 13201

The date of receipt for personal delivery, ten (10) days from the date of mailing for postal service,or the date of transmission for telex shall be deemed

the date of any such notice or report.

ARTICLE 14. MISCELLANEOUS RIGHTS AND OBLIGATIONS.

14.1 Entire Agreement. This Agreement represents the full and complete understanding between the parties, and there are not understandings, representations or warranties of any kind between the parties except as expressly set forth in this Agreement.

14.2 Amendments. This Agreement shall not be amended except by an instrument in writing signed by the parties and stating the parties' intent by such instrument to amend this Agreement.

14.3 Non-Waiver. The failure by either party to exercise, or delay in exercising, or any partial exercise by such party of any rights, power or privilege available to such party hereunder shall not operate as a waiver thereof, or preclude any other or further exercise thereof, or the exercise by such party of any other right, power or privilege.

14.4 Force Majeure. The failure in performance of any obligation assumed hereunder by either party shall not be deemed a breach of this Agreement is such failure arises from any cause beyond the control of such party.

14.5 Condition. The performance of each party's obligations under this Agreement shall be conditioned on the other party's performance of its obligations under this Agreement.

14.6 Severability. If any provision of this Agreement, or the application thereof to either party hereto, is held illegal, unenforceable or otherwise invalid by government promulgations or court decree, such holding shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision; provided that the parties shall promptly negotiate in good faith as to adjustments in this Agreement as may be necessary to make it fair and equitable to both parties.

14.7 Succession and Assignment. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto provided, however, that this Agreement shall not be assigned by either party, other than to an affiliate or subsidiary of such party, without the prior written consent of the other

14.8 Product Liability. Enzo agrees to indemnify, defend and hold harmless FOUNDATION from any loss, claim, damage or other liability arising out of a claim of personal injury or property damage caused by the use of GENETIC MATERIALS or PRODUCTS.

ARTICLE 15. GOVERNING LAW

This Agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative have caused this Agreement to be executed as of the day first above written.

ENZO BIOCHEM, INC.

By: E. Rabbani

Title: President

RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK

By: Leonard EA Godfrey 5/14/87

Title: Director of Technology Transfer

SCHEDULE A

1. USSN 585,282 filed March 1, 1984

(CIP of USSN 543,528 filed Oct. 30, 1983)

ANNEX A

TECHNICAL DEVELOPMENT EFFORTS

As set forth in ARTICLE 9, ENZO agrees to establish a technical group in its own facilities to work on the development of gene therapy technology. This group will be established as soon as reasonably possible within the twelve (12) month period after the effective date of the ENZO-FOUNDATION Agreement.

A separate laboratory shall be established by ENZO for this work. This laboratory shall be staffed by one (1) Ph.D. level senior scientist and four (4) support personnel. ENZO will support this effort for a period of not less than two (2) years.

Exhibit 21

Subsidiaries of the registrant:
Enzo Clinical Labs, Inc., a New York corporation.
Enzo Diagnostics, Inc., a New York corporation.
Enzo Therapeutics, Inc., a New York corporation.

Exhibit 23

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statements (Forms S-3, No. 33-58736, 33-60229, 33-78760, 33-72170, 33-68542, 333-15533 and Forms S-8 No. 33-45348, 33-75466 and 33-88826) of Enzo Biochem, Inc. and in the related Prospectus of our report dated October 15, 1996, with respect to the consolidated financial statements and schedule of Enzo Biochem, Inc. included in this Annual Report (Form 10-K) for the fiscal year ended July 31, 1996.

/s/ Ernst & Young LLP

Melville, New York
January 17, 1996