

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-K/A-3

Mark one

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 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.

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 IV

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

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- (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. (18) (19)
- 10(aa) Agreement with Dako A/S effective May 1995. (18) (19)
- 10(bb) Agreement with Baxter Healthcare Corporation (VWR Scientific Products) effective September 1995. (18) (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. (18) (19)
- 11 Computation of per-share earnings (18).
- 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
- 23 Consent of Independent Auditors (18).
- Notes to (a) (3)

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- (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, 1996 or previously filed Amendment thereto and is incorporated by reference.
- (19) These exhibits are subject to a confidential treatment request pursuant to Securities Exchange Act Rule 24b-2

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- (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: February 4, 1997

By: /s/ Elazar Rabbani

Chairman of the Board

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 February 4, 1997

Elazar Rabbani,
Chairman of Board of Directors
(Principal Executive Officer)

/s/ Shahram K. Rabbani February 4, 1997

Shahram K. Rabbani,
Chief Operating Officer, Treasurer
and Director (Principal Financial
and Accounting Officer)

/s/ Barry W. Weiner February 4, 1997

Barry W. Weiner,
President, Secretary and Director

John B. Sias, Director

John J. Delucca, Director

Exhibit No -----	Description -----
10(y)	Agreement with Corange International Limited (Boehringer Mannheim) effective April 1994. (1)
10(cc)	Agreement with Yale University and amendments thereto. (1)

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

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.

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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.

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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 acknowledgment 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.

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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.

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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

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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 digoxigenin 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 or 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.

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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.

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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.

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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 E2 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.

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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.

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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.

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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.

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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

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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 meet 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,

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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:

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- (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 six (6) months, 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.

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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.

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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
Senior Vice President

William Petrovic
Treasurer

April 25, 1994

April 25, 1994

DATE

DATE

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PRODUCT CLASSIFICATION

Seq #	EXHIBIT A 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

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EXHIBIT D
BM Group

Seq # 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

Category	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	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
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
5,260,433	Saccharide Specific Binding System Labeled Nucleotides Dean Englehardt et al.	Nov. 9, 1993

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Patent Number	Title/Inventor	Grant of Patent Published
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	Radiosotopic assay Using Isotope Transfer to Chelator-Target Recognition Molecule Conjugate Jannis G. Stavrianopoulos	Sept. 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
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 Therson Elazar Rabbani	Dec. 26, 1989
4,894,325	Hybridization Method for the Detection of Genetic material Dean Englehardt et al.	Jan. 16, 1990
4,900,669	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, 1980

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Patent Number	Title/Inventor	Published
4,952,665	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	
4,994,373	Method and Structures Employing Chemically-Labelled Polynucleotide Probes Jannis G. Stavrianopoulos	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
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
5,175,269	Compound and Detectable Molecules Having An Oligo-or Polynucleotide with Modifiable Reactive Group Jannis G. Stavrianopoulos	Dec. 29, 1992
5,288,609	Capture Sandwich Hybridization Method and Composition Dean Engelhardt et al.	Feb. 22, 1994
5,328,824	Methods of using Labeled Neucleotides	Jul. 12, 1994

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.

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

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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.

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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.

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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.

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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

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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 preceding 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

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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.

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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

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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

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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.

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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

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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

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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.

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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.

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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 described 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:

First Year	5,000	Seventh Year	55,000
Second Year	10,000	Eighth Year	70,000
Third Year	15,000	Ninth Year	85,000
Fourth Year	20,000	Tenth Year	100,000
Fifth Year	25,000	Eleventh year through the end of the term of Exclusive License	200,000 per year
Sixth Year	40,000		

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

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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 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
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Gregory E. Gardiner, Ph.D.
Director

cc: J. L. Auerbach
R. J. Bickerton
W. D. Stempel