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

FORM 10-K

(Mark One)
[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended June 30, 2000

[_] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____

Commission file number: 0-26642

MYRIAD GENETICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	87-0494517
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

320 Wakara Way, Salt Lake City, UT	84108
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (801) 584-3600

Securities registered pursuant to Section 12(b) of the Exchange Act: None

Securities registered pursuant to Section 12(g) of the Exchange Act:
Common Stock, $.01 Par Value Per Share
(Title of Class)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [_]

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's 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. [_]

The aggregate market value of the registrant's voting stock held by non-affiliates of the registrant (without admitting that any person whose shares are not included in such calculation is an affiliate) on September 1, 2000 was $1,621,749,204, based on the last sale price as reported by The Nasdaq Stock Market.

As of September 1, 2000 the registrant had 22,269,640 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (or parts thereof) are incorporated by reference into the following parts of this Form 10-K: Certain information required in Part III of this Annual Report on Form 10-K is incorporated from the Registrant's Proxy Statement for the Annual Meeting of Stockholders to be held on November 17, 2000.

PART I

Item 1. BUSINESS

Overview

We are a leader in the use of gene-based medicine to develop novel therapeutic and molecular diagnostic products. We are focused on the emerging field of proteomics, which involves establishing the relationship between protein function and particular diseases by identifying disease-specific proteins. We employ a variety of proprietary proteomic technologies to discover important disease genes and to understand the role these genes and their related proteins play in the onset and progression of disease. We have integrated these technologies using powerful bioinformatics and robotics systems to conduct our research efforts on a high-throughput basis. This integrated proteomics platform has enabled us to identify numerous proteins as promising targets for new proprietary drugs and molecular diagnostic tests.

Using our proprietary technologies, we have identified 22 drug targets to date. We have delivered 13 of these drug targets to our strategic partners based on our discovery of genes involved in breast cancer, brain cancer, prostate cancer, heart disease, dementia and other disorders. We have received total payments from our seven current strategic partners in excess of $100 million. We will receive additional milestone and royalty payments if our strategic partners develop and commercialize drugs from the thirteen targets we have delivered to them. Our current partners include Bayer Corporation, Eli Lilly and Company, Hitachi Ltd., Hoffmann-LaRoche Inc., Pharmacia Corporation, Novartis Corporation, Schering-Plough Corporation and Schering AG. We have also established a portfolio of nine new drug targets that we have retained for our own small molecule drug development program. We expect to independently develop, test and commercialize small molecule therapeutics from drug targets selected from our internal portfolio, particularly in the area of cancer. Outside of the oncology area, we will seek to enter into future strategic partnerships for the clinical development of many of these targets.

We also focus on developing, marketing and selling products used for predictive medicine and personalized medicine. We have developed and commercialized two innovative molecular diagnostic tests, one of which is used for analyzing breast and ovarian cancer susceptibility and the other for therapeutic management of hypertensive patients. In August 2000, we announced the future launch of a predictive medicine test for hereditary colon cancer and uterine cancer. We market these products using our own internal sales force in the United States and we have entered into marketing collaborations with other organizations in the United Kingdom, Ireland, Canada and Japan. Revenues from these proprietary tests, which we analyze in our CLIA approved laboratory, grew approximately 70% from the prior year to $8.8 million in the fiscal year ended June 30, 2000.

We believe that the future of medicine lies in the creation of new classes of drugs that prevent disease from occurring or progressing and that treat the cause, not just the symptoms, of the disease. In addition, we believe that advances in the emerging field of molecular diagnostics will improve our ability to determine which patients are subject to a greater risk of developing these diseases and who therefore should receive these new preventative medicines.

Industry Background

Proteomics and Gene-Based Drug Development

Understanding the cause of a disease at the level of genes, proteins and biological pathways can be very helpful in determining how best to treat the disease. Historically, technologies used to discover treatments for the symptoms of diseases have been less effective against complex diseases that arise through a combination of genetic and environmental factors, such as cancer and heart disease. In order to treat complex diseases effectively, it is imperative to understand how the body uses its genetic information, how genetic mutations can lead to disease, and how drugs can be developed to halt or reverse disease progression. As the scientific community learns more about the genetic basis of disease, we believe that the current methods of drug development will be revolutionized.

The majority of diseases are treated by modifying the activities of biological pathways through drugs that interact with the proteins produced by the genes in affected cells and tissues. The quest for safer and more effective treatments for a wider range of diseases has led pharmaceutical companies to employ genomics and proteomics in their drug discovery and development programs.

Modern gene-based small molecule drug discovery and development programs typically involve the following steps:

Target Discovery. Target discovery involves identifying genes and their proteins related to disease susceptibility, onset or progression. A better understanding of some diseases has resulted from the identification of disease-related proteins and the subsequent understanding of their function.

Protein Function and Biological Pathway Determination. Proteins control virtually all cellular processes, including important disease processes. The determination of a protein's function clarifies the role of a protein in the biological pathway of a disease.

Target Validation. After identifying a disease-related protein, the decision must be made as to whether the protein can be a drug target. If a protein is not qualified to serve as a target, other proteins in the same disease pathway can be examined as potential targets. A protein target that is identified must be validated to confirm that the potential target is at a control point in a disease-related pathway and that a drug which interacts with the target is expected to have a beneficial effect.

Assay Development and High-Throughput Screening. A specific assay must be developed for each validated target to identify compounds that inhibit or activate a specific protein. To identify potential drugs, a target is tested through high-throughput screening against a chemically diverse library, usually comprised of hundreds of different small molecule compounds. The screening process frequently produces several compounds that interact with the identified target.

Drug Development. Compounds that may be suitable for development into potential drugs undergo selection and optimization. Once selected, the compound is optimized by synthesizing and testing a series of closely related compounds. Based on expected activity, safety and bioavailability, the most promising leads are selected. Following optimization, lead compounds enter into preclinical testing to establish their efficacy and safety in animals. If preclinical tests are successful, candidate drugs enter clinical trials to determine their efficacy and safety in humans.

Predictive and Personalized Medicine

Predictive medicine identifies those individuals at risk for the development of specific diseases, and guides the healthcare management of those predisposed individuals to delay the onset or prevent the occurrence of specific diseases. Once a predisposed individual is identified, that individual can make more informed decisions in selecting the most appropriate surveillance measures for prevention, and therapy. Personalized medicine establishes a genetic response profile to drug therapy for specific individuals. Knowing how a patient will likely respond to particular drugs may decrease the occurrence of adverse side effects from medications while improving their effectiveness, possibly leading to better outcomes and lower overall healthcare costs. Both predictive and personalized medicine are of interest to healthcare payors who seek to lower costs and improve the effectiveness of medical care.

Molecular Diagnostics. Molecular diagnostics is the analysis of genes and their proteins to predict individuals' risks for developing diseases and their responses to specific treatments. As drugs are developed and approved for use, knowledge about side effects and efficacy in specific individuals emerges. Using this pharmacogenomic knowledge, personal genetic profiles can be developed to predict responses of individuals to drugs.

Our Business Strategy

Our business strategy is to understand the relationship between proteins and diseases in order to develop the next generation of therapeutic and molecular diagnostic products. Through our proprietary technologies, we are

uniquely positioned to identify these proteins and develop novel therapeutic and molecular diagnostic products. Our business strategy includes the following key elements:

- Expand our proprietary proteomic databases. We will continue to expand our existing genetic and medical databases in Utah and Quebec. These proprietary databases not only enable us to accelerate our gene discovery efforts, they are also useful in target validation, pharmacogenomics and disease association studies.

- Discover important disease genes, understand their function and identify lead compounds. We will expand ProNet(R), our proprietary proteomic technology, to uncover additional disease pathways, discover functions for many proteins and identify high quality drug targets. In addition, we will continue to employ our ProTrap(TM) technology for high-throughput screening in order to rapidly develop assays for our high throughput screening platform. We believe this will result in the identification of numerous lead compounds for potential drug development.

- Selectively develop and commercialize therapeutic products. We intend to take selected compounds, particularly in the area of cancer, through the clinical development process. We are focusing on cancer due to the large unmet need for effective and less toxic drugs, and the oftentimes shorter and less expensive clinical trials resulting from the potential for fast track status that the FDA has typically afforded novel cancer drugs. Additionally, we will be able to leverage the expertise of our existing oncology sales force in the marketing of these novel cancer therapies.

- Capitalize on our strategic alliances with major pharmaceutical companies. We expect to maintain and expand our strategic alliances focused on the discovery of novel drug targets. Moreover, as we identify and develop lead compounds, we plan to partner many of these compounds with major pharmaceutical companies prior to pursuing human clinical trials. This will shift much of the financial risk associated with later stage drug development to our partners, while permitting us to benefit from our partners' drug development expertise and marketing strength.

- Grow and expand our molecular diagnostic business. We will continue to increase the domestic and foreign market penetration of our existing molecular diagnostic tests and create additional tests to capitalize on the emerging areas of predictive and personalized medicine.

Our Integrated Proteomic Platform

We have developed and integrated a powerful set of proteomic technologies and databases that enable us to discover genes of commercial importance and understand their role in disease pathways. Our technology platform provides the basis to develop therapeutic and molecular diagnostic products, based on a vastly improved understanding of the genetic basis of disease. Our proteomic platform consists of the following key elements.

Genetic and Medical Databases

Our genetic databases, which are based on distinct populations, provide us with a unique competitive advantage because they enable us to correlate the inheritance of gene mutations through multiple generations with the occurrence of disease. We have created an extensive computerized genealogical database whose ancestries are centered on the pioneer families of Utah. This population is valuable for genetic research because of its Northern European ancestry, its large families, and its profound interest in recording its genealogy. Information from this population, such as medical records, DNA samples, genealogy and other health-related data, has been identified by our researchers and collaborators and assembled into our computerized genealogy database. This database has allowed us to discover genes involved in breast cancer, ovarian cancer, melanoma, brain cancer, prostate cancer, heart disease, and diabetes.

We have linked our database of Utah families to a disease registry from Intermountain Health Care, which operates 40 hospitals and clinics in the western United States. This information includes data such as laboratory tests, prescription medications, drug allergies, surgical procedures and patient criteria.

We have recently augmented this genetic medical information of the Utah population by developing databases of individuals with specific diseases in Quebec. This genetically isolated population complements the Utah population and further strengthens our ability to more rapidly identify disease-causing genes. A database of affected individuals from Quebec, a population that is twice as old as Utah allows us to quickly identify important disease-causing genes. We have worldwide exclusive rights and access to the Utah and Quebec databases.

Our high-throughput sequencing and mutation screening systems use a robotics platform and bioinformatics software custom designed by our scientists and software engineers. This integrated system has been expanded to incorporate the introduction of a large number of genes and research populations, permitting the rapid comparison of novel mutations in candidate genes between individuals with diseases and healthy individuals drawn from the same population. This high-throughput, automated system enables us to rapidly detect genes, which are highly correlated with disease, and in many instances can be shown to be causal.

ProNet(R) Database

We believe that because virtually all cellular processes are controlled by proteins, including important disease processes, knowledge of protein interactions can be extremely valuable in the identification of novel drug targets for therapeutic development. In order to determine the function of genes and their role in disease pathways, we use our proprietary ProNet(R) technology to develop our ProNet(R) database of human proteins, the proteins with which they interact and their involvement in important disease pathways. Each protein and its interacting partners form a network, which reads like a map, positioning the protein in the disease pathway and tracing the protein's role in that pathway.

Using our ProNet(R) technology, we screen target proteins through our proprietary libraries constructed from a variety of different tissues and organs, such as heart, brain, kidney, liver, breast and prostate. We have constructed over 15 proprietary libraries each containing approximately 10 million protein fragments. We apply our proprietary automation and robotic capabilities to the protein search process to allow high-throughput processing of protein interactions. Our current capacity allows us to identify over 100 protein interactions each day. Every new interaction is entered into our ProNet(R) database.

We believe that ProNet(R) provides a significant opportunity to identify and develop novel drug targets by:

- discovering new proteins in the disease pathways;
- discovering functions for many novel proteins;
- identifying new functions for known proteins;
- identifying proteins involved in critical interactions along the pathway; and
- selecting high quality drug discovery targets from disease pathways.

Our clients access these data through secure Internet connections. We have created the following three types of ProNet(R) databases:

- Proprietary ProNet(R) databases for specific pharmaceutical company clients. These databases address specific diseases and disease pathways of strategic importance to our pharmaceutical partners. Specific drug targets are selected by our partners for their proprietary drug discovery research.
- Main ProNet(R) database of proteins and biological pathways, which contains proprietary interactions that we have discovered. These interactions are distinct from those identified for client companies.

- ProNet(R) Online database of protein-protein interactions from the public domain. We use this database as a marketing tool and it is freely available to the public through the Internet at www.myriad-pronet.com.

ProTrap(TM) Technology

We have developed a new technology platform called ProTrap(TM). The ProTrap(TM) technology allows us quickly and cost effectively to build high-throughput drug screens using a yeast-based system. We believe that yeast-based screens offer a number of distinct cost and time advantages in comparison to the more commonly used mammalian or cell-free screens. Yeast are inexpensive and easy to grow and yeast screens can be run on our liquid handling robots.

In the ProTrap(TM) system, yeast are manipulated genetically so that they produce a human or viral protein. When the protein is produced in one of a variety of proprietary yeast strains, it causes the strain to change in a way that can be easily detected. Therefore, when a small molecular weight compound inhibits or activates the protein, a further change in the characteristics of the yeast strain is easily detectable. The drug discovery screens are designed to be run in parallel, such that each screen controls for false positives in other screens. The result is greater efficiency and a higher screening throughput.

Our ProTrap(TM) technology has a wide variety of other potential applications and can be extended to complement our other target validation technologies by determining the functions of proteins. It complements ProNet(R) by quickly finding new disease gene pathways. Finally, it can determine the biological activity of a mutant protein that may have utility in pharmacogenomics.

Bioinformatics and Robotics

The gene and drug discovery process generates vast amounts of information. Accordingly, we have designed proprietary bioinformatics systems, which provide significant analytical and data management capabilities. Our systems are based on integrated, protocol-driven database management software, which is used to track experiments and collect relevant data. In addition, we have developed a proprietary laboratory information management system. This system has the advantages of simplicity of design, ease of maintenance, and speed of development. To date, we have used our information management system for our high-throughput systems for protein analysis, genotyping, genomic sequencing, mutation screening and compound screening. This has been of fundamental importance in sample tracking and quality assessment and quality control. We believe our strength in bioinformatics provides us with a substantial competitive advantage.

We employ state-of-the-art robotics platforms in all of our high-throughput systems. We use the same robotics software and hardware development and maintenance teams to ensure efficiency throughout our operations. We operate flexible robotics systems in our research and molecular diagnostics laboratories and high-throughput robotics systems in our sequencing and drug screening laboratories. Each of our robotics systems is connected continually in a real time interface with our proprietary laboratory information management system to maintain a high degree of precision in sample tracking. Our robotics systems have been designed to ensure that the sample volumes used for each of the applications are kept at minimum levels to maintain reagent cost savings in each of our operations. The high level of automation as well as the concerted effort in optimizing biochemistry and reducing reagent volumes allows us to produce data at a very competitive cost in the industry.

Therapeutic Product Development

The pharmaceutical industry has been successful in developing medicines to treat the symptoms of disease. However, as the current generation of compounds nears the end of its patent protection, the industry has begun to

seek new approaches to disease treatment. We believe that the future of medicine will be in the creation of new drugs that either prevent disease from initially developing or prevent disease from progressing by treating the cause, not just the symptoms, of disease. We believe that we can capture a greater portion of the potential value of drug targets that we discover by identifying and developing lead compounds and taking some of those compounds in the oncology area through human clinical trials. If we develop therapeutic products in the area of cancer, then given the concentrated nature of the oncology market, we would be able to leverage the efforts of our existing oncology sales force. Outside of the oncology area, we intend to partner these lead compounds with major pharmaceutical companies.

We formed Myriad Pharmaceuticals, our wholly owned subsidiary, to use our proprietary proteomics technologies to discover and develop novel therapeutic products. We believe that our ProNet(R) database of important disease pathways provides us with a significant advantage in drug discovery because it enables us to generate a large number of potential drug targets. Once these targets have been identified, our ProTrap(TM) technology enables us to rapidly screen a large number of these drug targets against our library of small molecule compounds. This integrated platform enables us to pursue a rapid and cost effective approach to identifying potentially valuable drug candidates

In contrast to the drug discovery model employed by much of the biotechnology industry, which screens relatively few drug targets against large libraries of compounds, we are able to screen large numbers of protein targets against our diverse library of compounds and rigorously select those candidates we believe to be the most promising. To date, we have 22 drug targets in development. Of these 22, we have licensed 13 to our strategic partners for further development and we have retained nine for internal development. Our current in house drug discovery efforts target cancer, AIDS and rheumatoid arthritis. In addition, we are exploring the biology around genes that we believe are involved in a variety of disease areas, including arteriosclerosis, chronic pain, chronic obstructive pulmonary disease and sleep disorders, and have selected 110 proteins for further evaluation using our ProNet(R) technology.

High-Throughput Screening

Our high-throughput screening is highly automated using robot workstations and a proprietary computerized management system that monitors each step of the process, confirms that each step has been performed to eliminate operator errors and automatically correlates results with compound identity and drug target. Current capacity is approximately 36 million screening data points per year.

We have built drug discovery screens for each of our nine proprietary drug targets and all nine have been run against our compound library. We have identified a number of proprietary compounds from our drug discovery screens, including drug candidates for colon cancer, rheumatoid arthritis, and HIV targets, which satisfy the initial criteria of showing selectivity for one molecular target without obvious toxicity. Furthermore, the compounds have been shown to display a good dose response curve, showing increased activity at higher concentrations and decreased activity at lower concentrations.

We have built mammalian cell secondary assays to evaluate the initial compounds arising from the primary drug discovery screens. To date, we have completed the construction of several of these assays for colon cancer, other solid tumors, HIV and inflammatory diseases and have developed protocols to evaluate the mammalian toxicity of all compounds found in our drug discovery screens. We are currently working to build secondary screens for the remainder of our drug targets.

MPI-42511 Candidate Therapeutic Compound for Colon Cancer

Our lead therapeutic development program addresses the treatment and prevention of colorectal cancer. Based upon an important colon cancer pathway developed with our ProNet technology, we identified a novel drug target, built and implemented a high-throughput drug discovery screen that resulted in the discovery of a small molecule compound. The compound, MPI-42511, showed selectivity for the target both in the initial screen and in a human cell line assay. Subsequently, we have demonstrated the anti-colon cancer activity of the compound against a

variety of human colon cancer cell lines. A range of chemical analogues of MPI-42511 have been generated and evaluated for optimal drug characteristics in colon cancer models. Pre-clinical studies with MPI-42511 in colon cancer model organisms have been initiated.

Candidate Therapeutic Compound for AIDS

We have established a substantial development program for the treatment of the Human Immunodeficiency Virus (HIV). The program was initiated from the discovery, using ProNet(R), of an intriguing protein interaction between the HIV virus and the human host cell. A high-throughput screen was constructed and has identified compounds that showed selectivity against the target. The target is neither of the protease inhibitor nor reverse-transcriptase inhibitor class and thus represents the potential for novel drug therapy as the two common currently prescribed drugs become less effective through increased viral resistance. These compounds are now being further evaluated for their activity against the virus.

Molecular Diagnostics

We are committed to the development and marketing of novel molecular diagnostic products for the emerging market opportunities of predictive medicine and personalized medicine. Predictive medicine determines which individuals are at risk for the development of specific diseases, and guides the healthcare management of those predisposed individuals to delay the onset or prevent the occurrence of specific diseases. This allows healthcare resources to be focused on individuals who have the greatest need and may reduce waste in the healthcare system. Personalized medicine establishes an individual's genetic response profile to a specific drug. Knowing how individual patients are likely to respond to a particular drug may lead to more effective choice of medication, reduced adverse side effects and lower overall healthcare costs.

Through our wholly owned subsidiary, Myriad Genetic Laboratories, we have established a central molecular diagnostics facility to provide genetic information services worldwide to healthcare providers. We have also developed a clinical database of information on genetic mutations of each gene discovered, including the frequency of occurrence in different ethnic population groups and the clinical effect of these mutations. From these mutations we can identify an individual's genetic predisposition to disease. Through our database of mutations we can provide healthcare professionals with detailed genetic information regarding the risk profile of these different ethnic groups. We also provide educational and support services to physicians and healthcare professionals as part of our genetic information business. The molecular diagnostic tests we have developed and currently market are not subject to FDA approval, but are subject to oversight and approval by CLIA. We have obtained all approvals required by CLIA.

Our strategy is to first introduce molecular diagnostic products in the United States, and then to make them available worldwide through strategic marketing partnerships abroad. We have developed three molecular diagnostic products, BRACAnalysis(R) and CardiaRisk(R), that we are currently marketing in the United States directly through our own sales force, and COLARIS(TM), which will be launched in the fall of 2000. We are in the process of developing additional molecular diagnostic tests for genetic susceptibility to prostate cancer and melanoma.

BRACAnalysis(R): Predictive Medicine for Breast and Ovarian Cancer Susceptibility

It is estimated that approximately 180,000 women in the United States are diagnosed with breast cancer each year and approximately 25,000 women are diagnosed with ovarian cancer annually. Each year in the United States, an estimated 43,000 women will die from breast cancer, which has the second highest cancer mortality rate among women, and an estimated 14,500 women will die of ovarian cancer. We reported the discovery of the BRCA1 breast and ovarian cancer predisposing gene in the October 7, 1994, issue of the journal Science, and in December 1995, announced the discovery of the complete sequence of BRCA2 breast cancer gene, as reported in the journal Nature Genetics. BRCA1 and BRCA2 appear to be responsible for approximately 84% of the early onset hereditary breast cancer and approximately 90% of hereditary ovarian cancer. Hereditary breast cancer is believed to account for approximately 10% of all cases of breast cancer. A study of women in the United States published in the American Journal of Human Genetics indicates that a woman with a BRCA1 mutation has an 86% risk of

developing breast cancer by age 80 as compared to a general population risk of 10%. Additionally, according to a study published in Lancet, the risk to a woman with a BRCA1 mutation of developing ovarian cancer by age 70 is approximately 44%, compared to a general population risk of approximately 1%. Women with BRCA2 mutations have approximately the same risk of breast cancer as BRCA1 mutation carriers. BRCA2 mutations also increase the risk of ovarian cancer in women, although not as much as in those with BRCA1 mutations.

BRACAnalysis(R), is a comprehensive analysis of the BRCA1 and BRCA2 genes for determining a woman's susceptibility to breast and ovarian cancer. BRACAnalysis(R) provides important information that we believe will help the patient and her physician make better informed lifestyle, surveillance, chemoprevention and treatment decisions. The price per test is currently $2,580 and is covered by health maintenance organizations and health insurance providers in the United States.

CardiaRisk(R): Personalized Medicine for Hypertension Management

Approximately 50 million people in the United States are hypertensive. Hypertension has a significant genetic component and is a major risk factor for cardiovascular disease, kidney failure and stroke. The angiotensinogen gene, or AGT gene, is believed to be involved in the salt-dependent form of hypertension, which accounts for approximately 35% of all hypertension. Therapy for these patients includes the use of a low-salt diet, other dietary regimens, and numerous drug therapies to control blood pressure. Results of a recent study of 1,509 patients by the National Institutes of Health showed that of all patients placed on a low-salt diet, only patients with the AGT mutation achieved a significant reduction in blood pressure over the three-year course of the study. Patients in this study with the variant form of the AGT gene were also found to be 42% more likely to experience hypertension earlier in life and more severely.

CardiaRisk(R) identifies individuals likely to respond to specific high blood pressure therapies by screening for mutations of the AGT gene. Mutations of this gene determine a patient's potential reaction to different courses of therapy for hypertension. Using CardiaRisk(R) to help predict the specific therapies and drugs to which a patient will respond may improve patient compliance, reduce adverse side effects and decrease overall healthcare costs. CardiaRisk(R) is a fully automated test that we perform using DNA extracted from a patient's blood sample. The cost for the test is $295 and it is not currently reimbursed by health insurance. We believe CardiaRisk(R) is one of the first commercially available personalized medicine products.

COLARIS(TM): Predicitve Medicine for Hereditary Colon Cancer and Uterine Cancer

We announced in August 2000 the launch of COLARIS(TM), a molecular diagnostic test for genetic susceptibility to colorectal and uterine cancer. Colorectal cancer is the second leading cause of cancer deaths in the United States, with 130,200 new cases expected to be diagnosed in the year 2000. Familial forms of colorectal cancer were estimated in 1997 to account for 10% to 30% of all cases according to the American Society of Clinical Oncologists. The molecular diagnostic considerations in these hereditary syndromes are similar to those necessary for breast and ovarian cancer at-risk individuals, which we have already commercialized. To illustrate the predictive medicine value of molecular testing in colorectal cancer syndromes, it has been shown that individuals who carry gene mutations can lower their risk of developing cancer by more than 50% with appropriate surveillance measures.

Predictive Medicine Tests under Development

Prostate Cancer. We are preparing to introduce a molecular diagnostic test for prostate cancer in calendar year 2001, based upon our discovery of the HPC2 prostate cancer gene. Prostate cancer is diagnosed in approximately 180,000 men each year in the United States. According to the American Cancer Society, over 31,000 men will die of the disease in 2000, making it the second most common cause of cancer death in men. Early diagnosis is effective in increasing the survival for patients with prostate cancer. Diagnosis at the local and regional stages is associated with a five-year survival rate approaching 100%, although survival rates for more advanced tumors decline rapidly. Tests such as PSA have had a positive effect on survival with prostate cancer, and serial PSA determinations among patients identified as high risk from a molecular diagnostic test offer potential for early diagnosis with longer

survival. Recent genetic studies suggest that approximately 10% of prostate cancer is due to hereditary predisposition.

Melanoma. We are planning to introduce a molecular diagnostic test for genetic susceptibility to melanoma in calendar year 2001. The incidence of melanoma, a malignant form of skin cancer, has increased approximately 4% per year since the early 1970's. In the year 2000, approximately 44,000 Americans will be diagnosed with melanoma, according to the journal Science. We discovered that mutations in the p16 gene are involved in cancer and can be inherited and predispose individuals to melanoma, as reported in the September 1994 issue of the journal Nature Genetics. Melanoma is lethal within five years in 86% of cases where it has spread to another site in the body. However, when melanoma is diagnosed at an early stage, fewer than 10% of patients die within five years. We believe that approximately 10% of melanoma cases are hereditary. We have substantial expertise in the genetic analysis of melanoma and have begun to identify important disease-predisposing p16 mutations.

Sales and Marketing

We are currently marketing BRACAnalysis(R) and CardiaRisk(R), and we expect to market other diagnostic products, including COLARIS(TM), in the United States directly through our own direct sales force. The potential international market for our molecular diagnostic products is estimated to be at least twice the size of the United States market. After introducing molecular diagnostic products in the United States, we plan to introduce our products in foreign markets primarily through strategic marketing partners. We have recently completed marketing agreements with the following foreign marketing partners:

Partner	Territory
Falco Biosystems, Ltd.	Japan
MDS Laboratory Services	Canada
Rosgen Ltd.	United Kingdom and Ireland

Strategic Alliances

In order to limit the financial risks associated with the development of therapeutic products, including costs associated with related clinical trials of such drugs, our strategy is to enter into alliances with corporate partners who assume such risks and other assorted financial costs. In addition to our current strategic alliances, we are actively pursuing other partners in areas that we believe may enhance our ability to develop and exploit our technology. The financial structure of our strategic alliances varies with each agreement and may include research payments, equity investments, milestone payments, upfront payments, license fees, subscription fees, option payments, and royalty payments or profit sharing.

Events that trigger milestone payments to us may include:

- the discovery of a gene or protein;
- the determination of the function of a gene or protein;
- the identification of a lead compound;
- the filing of an investigational new drug application with the FDA;
- the commencement of Phase III clinical trials; and
- the submission of a new drug application with the FDA.

We are dependent on each strategic partner to commercialize the therapeutic products identified during our collaboration. If our partner commercializes the product, we will receive a royalty on sales of the product or share in the profits derived from sales of the drug. If any of our strategic partners cease efforts to commercialize any

therapeutic products identified during our collaboration, the rights to commercialize those products will revert back to us.

Eli Lilly and Company. In August 1992, we entered into a Research Collaboration and License Agreement with Eli Lilly and its former subsidiary, Hybritech Incorporated, under which Eli Lilly and Hybritech made an equity investment in us, and provided funding over a three-year period to support our research and development program to discover the BRCA1 gene. The total equity investment, research funding and potential milestone payments under this collaboration may provide us with up to $4,000,000. In addition, we may also receive future milestone payments and future royalty payments on therapeutic and diagnostic product sales. The research portion of this collaboration was concluded successfully on schedule in August 1995.

Novartis Corporation. In April 1995, we commenced a five-year collaborative research and development arrangement with Novartis Corporation. The total equity investment, research funding and potential milestone payments under this collaboration may provide us with up to $60,000,000. The research effort focused on the discovery of genes and drug targets involved in the field of cardiovascular disease. The research phase of the Novartis collaboration concluded successfully on schedule in April 2000. In March 1998, we announced that Novartis had licensed the therapeutic rights to the CHD1 heart disease gene, triggering a milestone payment to us. In addition, we may receive future royalty payments on therapeutic products sold by Novartis.

Bayer Corporation. In September 1995, we commenced a five-year collaborative research and development arrangement with Bayer Corporation. The total equity investment, research funding and potential milestone payments under this collaboration may provide us with up to $71,000,000. In November 1997 and again in December 1998, we announced expansions of our collaborative research and development arrangement with Bayer. The expanded collaboration may provide us with additional research funding and potential milestone payments of up to $137,000,000. We are entitled to receive royalties from sales of therapeutic products commercialized by Bayer.

Schering-Plough Corporation. In April 1997, we commenced a three-year collaborative research and development arrangement with Schering-Plough Corporation. The total equity investment, research funding, license fees and potential milestone payments under this collaboration may provide us with up to $60,000,000. The research phase of the Schering-Plough collaboration concluded successfully on schedule in April 2000. In October 1997, we announced that Schering had licensed the therapeutic rights to the MMAC1 cancer gene. In March 1998, we demonstrated the tumor-suppressor activity of the MMAC1 gene. Each event triggered milestone payments from Schering to us. In May 2000, we announced that Schering had licensed the therapeutic rights to the HPC2 prostate cancer gene, triggering a milestone payment to us. In addition, we may receive future royalty payments on therapeutic products sold by Schering-Plough.

Schering AG. In October 1998, we entered into a five-year collaboration with Schering AG, to utilize ProNet(R) for drug discovery and development. Under the agreement, we will have an option to co-promote all new therapeutic products in North America and receive 50 percent of the profits from North American sales of all new drugs discovered with ProNet(R). The total research funding, license fees, subscription fees, option payments and potential milestone payments under this collaboration may provide us with up to $51,000,000. If we choose to co-promote a drug developed by Schering AG as a 50 percent partner, we are required to pay funds to Schering AG to establish equal ownership. In October 1999, we announced the expansion of our collaboration with Schering AG to include research in the field of cardiovascular disease.

Pharmacia Corporation. In November 1998, we entered into a 15 month collaboration with Pharmacia Corporation (formerly Monsanto Company) to utilize ProNet(R) for drug discovery and development. In December 1999, Pharmacia exercised its option to extend the research term for an additional 12 months and exercised its option to expand the research funding. The total research funding, option payments, license fees and potential milestone payments under this collaboration may provide us with up to $28,000,000. In addition, we are entitled to receive royalties from sales of therapeutic products commercialized by Pharmacia.

Novartis Agricultural Discovery Institute, Inc. In July 1999, we entered into a two-year collaboration and license agreement with the Novartis Agricultural Discovery Institute, Inc. ("NADII"). The genomic collaboration will focus on the discovery of the genetic structure of cereal crops. The total funding under this collaboration is

expected to provide us with up to $33,500,000. Upon completion, we and NADII intend to jointly offer commercial access to the genomic databases and share equally in any resulting proceeds.

Hoffmann-LaRoche Inc. In December 1999, we entered into a 12 month collaboration with Hoffmann-LaRoche Inc. to utilize ProNet(R) for drug discovery and development in the area of cardiovascular disease. The total research funding, license fees and potential milestone payments under this collaboration may provide us with up to $13,000,000. In addition, we are entitled to receive royalties from sales of therapeutic products commercialized by Roche.

Hitachi Ltd. In May 2000, we entered into a three year strategic alliance with Hitachi Ltd. Under the terms of the agreement, we will work with Hitachi to exploit the ProNet(R) technology together in Japan and Hitachi will establish a designated ProNet(R) facility to expedite the discovery of novel protein-protein interactions for Japanese customers. Total payments under this collaboration are expected to provide us with $26,000,000. In addition, we are entitled to receive royalties from sales of therapeutic products commercialized by Hitachi.

We intend to enter into additional collaborative relationships with other corporate partners to locate and sequence genes, to discover protein networks associated with other common diseases, and to identify lead compounds which may be developed into commercial therapeutic products by those partners.

Patents and Proprietary Rights

We intend to seek patent protection in the United States and major foreign jurisdictions for the genes we discover, mutations and products of the genes and related processes, transgenic animals, and other inventions which we believe are patentable and where we believe our interests would be best served by seeking patent protection. We also intend to seek patent protection or rely upon trade secret rights to protect certain other technologies which may be used in discovering and characterizing new genes and which may be used in the development of novel diagnostic and therapeutic products. To protect our trade secrets and other proprietary information, we require that our employees and consultants enter into confidentiality and invention assignment agreements. These confidentiality and invention assignment agreements may not provide us with adequate protection. In addition, any such patents may not issue, and the breadth or the degree of protection of any claims of such patents may not afford us with significant protection.

We own or have licensed rights to 28 issued patents and numerous patent applications in the United States as well as numerous foreign patent applications relating to genes, proteins, and protein interactions associated with cancer, heart disease, neurological disease and hypertension, processes for identifying and sequencing genes, and other related gene discovery technologies. However, any patent applications which we have filed or will file or to which we have licensed or will license rights may not issue, and patents that do issue may not contain commercially valuable claims. In addition, any patents issued to us or our licensors may not afford meaningful protection for our technology or products or may be subsequently circumvented, invalidated or narrowed.

Our processes and potential products may also conflict with patents which have been or may be granted to competitors, academic institutions or others. As the biotechnology industry expands and more patents are issued, the risk increases that our processes and potential products may give rise to interferences in the U.S. Patent and Trademark Office, or to claims of patent infringement by other companies, institutions or individuals. These entities or persons could bring legal actions against us claiming damages and seeking to enjoin clinical testing, manufacturing and marketing of the related product or process. If any of these actions are successful, in addition to any potential liability for damages, we could be required to cease the infringing activity or obtain a license in order to continue to manufacture or market the relevant product or process. We may not prevail in any such action and any license required under any such patent may not be made available on acceptable terms, if at all.

Our failure to obtain a license to any technology that we may require to commercialize our technologies or potential products could have a material adverse effect on our business. There is also considerable pressure on academic institutions to publish discoveries in the genetic field. Such a publication by an academic collaborator of ours prior to the filing date of our application, if it covers a gene claimed in the application, may preclude the patent from issuing or the filing of foreign patent applications, or if a patent was issued, may invalidate the patent.

We also rely upon unpatented proprietary technology, and in the future may determine in some cases that our interests would be better served by reliance on trade secrets or confidentiality agreements rather than patents or licenses. These include our positional cloning, protein interaction, robotics and bioinformatics technologies. We may not be able to protect our rights to such unpatented proprietary technology and others may independently develop substantially equivalent technologies. If we are unable to obtain strong proprietary rights to our processes or products after obtaining regulatory clearance, competitors may be able to market competing processes and products.

Others may obtain patents having claims which cover aspects of our products or processes which are necessary for or useful to the development, use or manufacture of our services or products. Should any other group obtain patent protection with respect to our discoveries, our commercialization of molecular diagnostic services and potential therapeutic products could be limited or prohibited.

In addition, we are a party to various license agreements which give us the rights to use certain technology in our research, development and testing processes. We may not be able to continue to license this technology on commercially reasonable terms, if at all. Our failure to maintain rights to this technology could have a material adverse effect on our business.

Competition

Competition is intense in our existing and potential markets. The technologies for discovering genes that predispose persons to major diseases and approaches for commercializing those discoveries are new and rapidly evolving. Rapid technological developments could result in our potential services, products, or processes becoming obsolete before we recover a significant portion of our related research and development costs and associated capital expenditures. Our competitors in the United States and abroad are numerous and include, among others, major pharmaceutical and diagnostic companies, specialized biotechnology firms, universities and other research institutions. Many of our potential competitors have considerably greater financial, technical, marketing and other resources than we do, which may allow these competitors to discover important genes before we can. If we do not discover disease-predisposing genes, characterize their functions, develop genetic tests and related information services based on such discoveries, obtain regulatory and other approvals, and launch such services or products before our competitors, we could be adversely affected. Moreover, any molecular diagnostic tests that we may develop could be made obsolete by less expensive or more effective tests or methods that may be developed in the future. We expect competition to intensify in the fields in which we are involved as technical advances occur in these fields and become more widely known.

We also expect to encounter significant competition with respect to any drugs that may be developed using our technologies. Companies that complete clinical trials, obtain required regulatory approvals and commence commercial sales of therapeutic products prior to us or our collaborative partners may achieve a significant competitive advantage. We and our collaborative partners may not be able to develop such products successfully and we may not obtain patents covering such products that provide protection against competitors. Moreover, competitors may succeed in developing therapeutic products that circumvent our products, our competitors may succeed in developing technologies or products that are more effective than those developed by us and our collaborative partners or that would render our and our competitors' technologies or products less competitive or obsolete.

Governmental Regulation

Regulation by governmental authorities in the United States and foreign countries is a significant factor in the development, manufacture and marketing of our proposed products and services and in our ongoing research and development activities. The therapeutic products and molecular diagnostic tests developed by us will require regulatory approval by governmental agencies prior to commercialization. Various federal statutes and regulations also govern or influence the testing, manufacturing, safety, labeling, storage, record keeping, and marketing of therapeutic products. The process of obtaining these approvals and the subsequent compliance with applicable statutes and regulations require the expenditure of substantial time and financial resources. Any failure by us or our collaborators, licensors or licensees to obtain, or any delay in obtaining, regulatory approval could have a material adverse effect on our business.

Therapeutics. Under our current strategic alliances, our partners have the right to develop certain therapeutic products based on our gene discoveries. We also intend to develop independently therapeutic products based on gene discoveries that we have not licensed to partners. Such products will be subject to regulation by the FDA and foreign regulatory authorities and require approval before they may be clinically tested and commercially marketed for human therapeutic use in the United States and other countries. The precise regulatory requirements with which we and our corporate partners will have to comply are undergoing frequent revisions and refinement. It is also uncertain whether the clinical data generated in such studies will be acceptable to the FDA such that the FDA will approve the marketing of such products. In addition, obtaining FDA approval for therapeutic products is a costly and time consuming process.

The steps required before a pharmaceutical agent may be marketed in the United States include:

- preclinical laboratory, in vivo and formulation studies;
- the submission to the FDA of an Investigational New Drug, or IND, application, which must become effective before human clinical trials may commence;
- adequate and well-controlled human clinical trials to establish the safety and efficacy of the drug;
- the submission of a New Drug Application, or NDA, to the FDA; and
- FDA approval of the NDA, including approval of all product labeling and advertising.

The testing and approval process requires substantial time, effort, and financial resources and we cannot be certain that any approvals for any of our products will be granted on a timely basis, if at all.

Human clinical trials are typically conducted in three sequential phases which may overlap:

- PHASE I: The drug is initially introduced into healthy human subjects or patients and tested for safety, dosage tolerance, absorption, metabolism, distribution and excretion.
- PHASE II: Involves studies in a limited patient population to identify possible adverse effects and safety risks, to determine the efficacy of the product for specific targeted diseases and to determine dosage tolerance and optimal dosage.
- PHASE III: When Phase II evaluations demonstrate that a dosage range of the product is effective and has an acceptable safety profile, Phase III trials are undertaken to further evaluate dosage and clinical efficacy and to further test for safety in an expanded patient population at geographically dispersed clinical study sites.

In the case of products for severe or life-threatening diseases such as cancer, the initial human testing is often conducted in patients rather than in healthy volunteers. Since these patients already have the target disease, these studies may provide initial evidence of efficacy traditionally obtained in Phase II trials and thus these trials are frequently referred to as Phase I/II trials. We cannot be certain that we or any of our partners will successfully complete Phase I, Phase II or Phase III testing of any compound within any specific time period, if at all. Furthermore, the FDA or the sponsor may suspend clinical trials at any time on various grounds, including a finding that the subjects or patients are being exposed to an unacceptable health risk.

The results of product development, preclinical studies and clinical studies are submitted to the FDA as part of a NDA. The FDA may deny a NDA if the applicable regulatory criteria are not satisfied or may require additional clinical data. Even if such data is submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. Once issued, the FDA may withdraw product approval if compliance with regulatory standards is not maintained or if problems occur after the product reaches the market. In addition, the FDA may require testing and surveillance programs to monitor the effect of approved products which have been commercialized, and the FDA has the power to prevent or limit further marketing of a product based on the results of these post-marketing programs.

On November 21, 1997, President Clinton signed into law the Food and Drug Administration Modernization Act. That Act codified the FDA's policy of granting "fast track" approval for therapies intended to treat severe or life-threatening diseases. This new policy is intended to facilitate the study of life saving therapies and shorten the total time for marketing approvals; however, there can be no assurance that these fast track procedures will shorten the time of approval for any of our products.

Satisfaction of the above FDA requirements or similar requirements of state, local and foreign regulatory agencies typically takes several years and the actual time required may vary substantially, based upon the type, complexity and novelty of the product or indication. Government regulation may delay or prevent marketing of potential products for a considerable period of time and impose costly procedures upon our or our partners' activities. The FDA or any other regulatory agency may not grant any approvals on a timely basis, if at all. Success in early stage clinical trials does not assure success in later stage clinical trials. Data obtained from clinical activities is not always conclusive and may be susceptible to varying interpretations which could delay, limit or prevent regulatory approval. Even if a product receives regulatory approval, the approval may be significantly limited to specific indications and dosages. Further, even after regulatory approval is obtained, later discovery of previously unknown problems with a product may result in restrictions on the product or even complete withdrawal of the product from the market. Delays in obtaining, or failures to obtain regulatory approvals may have a material adverse effect on our business. In addition, we cannot predict what adverse governmental regulations may arise from future U.S. or foreign governmental action.

Any products manufactured or distributed by us or our partners pursuant to FDA approvals are subject to pervasive and continuing regulation by the FDA, including record-keeping requirements and reporting of adverse experiences with the drug. Drug manufacturers and their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with current good manufacturing practices, or cGMP, which impose certain procedural and documentation requirements upon us and our third-party manufacturers. We cannot be certain that we or our present or future suppliers will be able to comply with the cGMP regulations and other FDA regulatory requirements.

Molecular Diagnostics. We are subject to governmental regulation at the federal, state, and local levels as a clinical laboratory. We have received CLIA certification from the Department of Health and Human Services. On the state level, New York has implemented regulations concerning molecular diagnostic testing and we have received approval from the State of New York for both breast cancer susceptibility and hypertension/heart disease risk. We are aware of several other states that require licensing or registration of general clinical laboratory activities. We believe that we have taken all steps required of us in such jurisdictions in order for us to conduct business in those jurisdictions. However, we may not be able to maintain state level regulatory compliance in all states where we may do business. Failure to maintain state regulatory compliance, or changes in state regulatory schemes, could result in a substantial curtailment or even prohibition of our clinical activities and could have a material adverse effect on our business.

CLIA authorizes the Department of Health and Human Services to regulate clinical laboratories. These regulations, which affect us, mandate that all clinical laboratories be certified to perform testing on human specimens and provide specific conditions for certification. These regulations also contain guidelines for the qualification, responsibilities, training, working conditions and oversight of clinical laboratory employees. In addition, specific standards are imposed for each type of test which is performed in a laboratory. CLIA and the regulations promulgated thereunder are enforced through quality inspections of test methods, equipment, instrumentation, materials and supplies on a periodic basis. Any change in CLIA or these regulations or in the interpretation thereof could have a material adverse effect on our business.

Our business is also subject to regulation under state and federal laws regarding environmental protection and hazardous substances control, including the Occupational Safety and Health Act, the Environmental Protection Act, and the Toxic Substance Control Act. We believe that we are in material compliance with these and other applicable laws and that our ongoing compliance will not have a material adverse effect on our business. However, statutes or regulations applicable to our business may be adopted which impose substantial additional costs to assure compliance or otherwise materially adversely affect our operations.

Human Resources

As of September 1, 2000, we had 338 full-time equivalent employees, including 41 persons holding doctoral degrees and three medical doctors. Most of our employees are engaged directly in research, development, production and marketing activities. We believe that the success of our business will depend, in part, on our ability to attract and retain qualified personnel.

Our employees are not covered by a collective bargaining agreement, and we consider our relations with our employees to be good.

Item 2. FACILITIES

Our headquarters and facilities are located in Salt Lake City, Utah. We currently lease a 92,000 square foot building dedicated to research and development, administration and laboratory space which has received federal certification under CLIA to serve as a genetic predisposition testing laboratory. Activity related to our research and molecular diagnostics segments is performed at this location. Additionally, we lease 6,440 square feet for various research support functions. The lease on our primary facility has a term of ten years, and provides for a renewal option for a term of up to ten additional years.

We believe that our existing facilities and equipment are well maintained and in good working condition. We believe our current facilities will provide adequate capacity for the foreseeable future. We continue to make investments in capital equipment as needed to meet the research requirements of our collaborative agreements, our lead compound development requirements, and the anticipated demand for our molecular diagnostic tests.

Item 3. LEGAL PROCEEDINGS

We are not a party to any material legal proceedings.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

On August 15, 2000, the Company held a Special Meeting of Shareholders (the "Special Meeting"). A quorum of 14,464,640 shares of Common Stock of the Company (of a total 21,870,706) outstanding shares, or approximately 66.14%) was represented at the Special Meeting in person or by proxy, which was held to vote on the following proposal.

1. To consider and act upon a proposal recommended by the Board of Directors to amend the Company's Restated Certificate of Incorporation to increase the Company's authorized common stock from 15 million shares to 60 million shares.

The proposal was adopted, with 11,706,506 voting FOR, 2,746,418 voting AGAINST and 11,716 abstentions.

PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

The Company's Common Stock began trading on the Nasdaq National Market on October 6, 1995 under the symbol "MYGN". The following table sets forth, for the last two fiscal years, the high and low sales prices for the Common Stock, as reported by the Nasdaq National Market:

	High	Low
Fiscal 2000:		
Fourth Quarter	$ 76.063	$19.00
Third Quarter	$116.063	$21.313
Second Quarter	$ 25.375	$ 8.25
First Quarter	$ 9.75	$ 4.323
Fiscal 1999:		
Fourth Quarter	$ 6.188	$ 4.375
Third Quarter	$ 5.75	$ 4.25
Second Quarter	$ 6.25	$ 3.938
First Quarter	$ 8.00	$ 2.875

As of September 1, 2000, there were approximately 140 stockholders of record of the Common Stock and, according to the Company's estimates, approximately 2,500 beneficial owners of the Common Stock. The Company has not paid dividends to its stockholders since its inception and does not plan to pay cash dividends in the foreseeable future. The Company currently intends to retain earnings, if any, to finance the growth of the Company.

Sale of Unregistered Securities

During the three months ended June 30, 2000, the Company issued a total of 2,742 shares of Common Stock to a director and a consultant of the Company pursuant to the exercise of stock options at a weighted average price of $0.49 per share.

On June 15, 2000 the Company sold 600,000 shares of Common Stock for an aggregate purchase price of $24,000,000. The sale was made to an accredited investor in a private placement that was exempt from registration under Regulation S of the Securities Act of 1933 (the "Securities Act").

No person acted as an underwriter with respect to the transactions set forth above. In each of the foregoing instances, the Company relied on Section 4(2) of the Securities Act or Regulation S or Rule 701 promulgated under the Securities Act for the exemption from the registration requirements of the Securities Act, since no public offerings or offerings inside the United States were involved.

Item 6. SELECTED CONSOLIDATED FINANCIAL DATA

The following table sets forth our consolidated financial data as of and for each of the five years ended June 30, 2000. The selected consolidated financial data as of and for each of the five years ended June 30, 2000 have been derived from our consolidated financial statements. The consolidated financial statements and the report thereon for the year ended June 30, 2000 are included elsewhere in this Annual Report on Form 10-K. The information below should be read in conjunction with the consolidated financial statements (and notes thereon) and "Management's Discussion and Analysis of Financial Condition and Results of Operations," included in Item 7.

	Years Ended June 30,				
	2000	1999	1998	1997	1996
Consolidated Statement of Operations Data:					
Research revenue	$ 25,219,766	$ 20,093,057	$ 20,999,598	$ 14,732,054	$ 6,628,624
Molecular diagnostic revenue	8,793,272	5,220,349	2,210,983	504,045	--
Total revenues	34,013,038	25,313,406	23,210,581	15,236,099	6,628,624
Costs and expenses:					
Molecular diagnostic cost of revenue	3,986,473	3,066,354	1,391,368	340,461	--
Research and development	28,098,769	23,452,220	23,002,340	18,580,229	12,990,566
Selling, general and administrative	13,474,923	11,105,520	11,807,023	8,755,217	2,525,814
Total costs and expenses	45,560,165	37,624,094	36,200,731	27,675,907	15,516,380
Operating loss	(11,547,127)	(12,310,688)	(12,990,150)	(12,439,808)	(8,887,756)
Other income (expense):					
Interest income	3,208,506	2,348,827	3,223,683	3,414,379	3,173,749
Interest expense	--	(6,278)	(32,681)	(66,661)	(97,414)
Other	(383,481)	(27,314)	2,113	(114,190)	(86,052)
Net loss	($8,722,102)	($9,995,453)	($9,797,035)	($9,206,280)	($5,897,473)
Basic and diluted net loss per share (1)	($0.43)	($0.53)	($0.53)	($0.52)	($0.39)
Basic and diluted weighted average shares outstanding (1)	20,220,446	18,782,244	18,578,962	17,807,836	15,217,096

	As of June 30,				
	2000	1999	1998	1997	1996
Consolidated Balance Sheet Data:					
Cash, cash equivalents and marketable investment securities	$ 88,655,844	$38,926,459	$53,109,493	$63,077,439	$70,002,780
Working capital	57,263,118	8,348,224	21,806,290	38,796,960	41,665,513
Total assets	106,375,305	53,550,940	67,391,972	76,063,331	79,607,497
Notes payable less current portion	--	--	--	128,844	471,640
Stockholders' equity	77,706,647	48,215,736	57,481,013	66,178,975	70,185,747

(1) All references to the number of common shares and per share amounts in this Annual Report on Form 10-K have been restated to reflect the effect of our stock split. See "Subsequent Events" included in Item 7.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

Overview

We are a leader in the emerging field of proteomics and gene-based medicine focusing on the development of therapeutic and molecular diagnostic products. We have developed, and will continue to expand upon, a number of proprietary proteomic databases which permit us, through the use of our bioinformatics and robotics technologies, to identify human genes and related proteins that may play a role in the onset or progression of major human diseases. We formed two wholly owned subsidiaries, Myriad Pharmaceuticals, Inc. and Myriad Genetic Laboratories, Inc., to commercialize our therapeutic and molecular diagnostic discoveries. Myriad Pharmaceuticals, Inc. independently and in conjunction with collaborative partners, focuses on the discovery and development of therapeutic products. Myriad Genetic Laboratories, Inc. focuses on the development of molecular diagnostic products that access a person's risk of developing a specific disease and permits physicians and their patients to take appropriate health care measures to reduce the risk.

We have devoted substantially all of our resources to maintaining our research and development programs, supporting collaborative research agreements, operating a molecular diagnostic laboratory, establishing genomic sequencing, establishing high-throughput screening, and undertaking drug discovery and development. Our revenues have consisted primarily of research payments received pursuant to collaborative agreements, upfront fees, milestone payments, and sales of molecular diagnostic products. We have yet to attain profitability and, for the year ended June 30, 2000, we had a net loss of $8,722,102 and as of June 30, 2000 had an accumulated deficit of $52,661,982.

In April 1995, we commenced a five-year collaborative research and development arrangement with Novartis Corporation. The total equity investment, research funding and potential milestone payments under this collaboration may provide us with up to $60,000,000. The research phase of the Novartis collaboration concluded successfully on schedule in April 2000. We are entitled to receive royalties from sales of therapeutic products commercialized by Novartis.

In September 1995, we commenced a five-year collaborative research and development arrangement with Bayer Corporation. The total equity investment, research funding and potential milestone payments under this collaboration may provide us with up to $71,000,000. In November 1997 and again in December 1998, we announced expansions of our collaborative research and development arrangement with Bayer. The expanded collaboration may provide us with additional research funding and potential milestone payments of up to $137,000,000. We are entitled to receive royalties from sales of therapeutic products commercialized by Bayer.

In October 1996, we announced the introduction of BRACAnalysis(R), a comprehensive BRCA1 and BRCA2 gene sequence analysis for susceptibility to breast and ovarian cancer. In January 1998, we announced the introduction of CardiaRisk(R), which may assist physicians both in identifying which hypertensive patients are at a significantly increased risk of developing cardiovascular disease and identifying which patients are likely to respond to low salt diet therapy and antihypertensive drug therapy. In August 2000, we announced the future launch of COLARIS(TM), a predicitive medicine test for hereditary colon cancer and uterine cancer. We plan to begin accepting COLARIS(TM) samples in the fall of 2000. We, through our wholly owned subsidiary Myriad Genetic Laboratories, Inc., recognized molecular diagnostic revenues, primarily from BRACAnalysis(R), of $8,793,272 for the year ended June 30, 2000.

In April 1997, we commenced a three-year collaborative research and development arrangement with Schering-Plough Corporation. The total equity investment, research funding, license fees and potential milestone payments under this collaboration may provide us with up to $60,000,000. The research phase of the Schering-Plough collaboration concluded successfully on schedule in April 2000. We are entitled to receive royalties from sales of therapeutic products commercialized by Schering-Plough.

In October 1998, we entered into a five-year collaboration with Schering AG to utilize our protein interaction technology, ProNet(R), for drug discovery and development. Under the agreement, we will have an option to co-promote all new therapeutic products in North America and receive 50% of the profits from North American sales of

all new drugs discovered with ProNet(R). The total research funding, license fees, subscription fees, option payments and potential milestone payments under this collaboration may provide us with up to $51,000,000. If we choose to co-promote a drug developed by Schering AG as a 50% partner, we may be required to pay funds to Schering AG to establish equal ownership.

In November 1998, we entered into a 15 month collaboration with Pharmacia Corporation (formerly Monsanto Company) to utilize ProNet(R) for drug discovery and development. In December 1999, Pharmacia exercised its option to extend the research term for an additional 12 months and exercised its option to expand the research funding. The total research funding, option payments, license fees and potential milestone payments under this collaboration may provide us with up to $28,000,000. We are entitled to receive royalties from sales of therapeutic products commercialized by Pharmacia.

In July 1999, we entered into a two-year collaboration and license agreement with the Novartis Agricultural Discovery Institute, Inc. The genomic collaboration will focus on the discovery of the genetic structure of cereal crops. The total funding under this collaboration is expected to provide us with $33,500,000. Upon completion, we intend to jointly offer with NADII commercial access to the genomic databases and share equally in any resulting proceeds.

In October 1999, we announced the expansion of our collaboration with Schering AG to include research in the field of cardiovascular disease. We also entered into a Securities Purchase Agreement and a Standstill Agreement with Schering Berlin Venture Corporation to sell to Schering Berlin 606,060 shares of our common stock for an aggregate purchase price of $5,000,000.

In December 1999, we entered into a 12 month collaboration with Hoffmann-LaRoche Inc. to utilize ProNet(R) for drug discovery and development in the area of cardiovascular disease. The total research funding, license fees and potential milestone payments under this collaboration may provide us with up to $13,000,000. In addition, we are entitled to receive royalties from sales of therapeutic products commercialized by Roche.

In May 2000, we entered into a three year strategic alliance with Hitachi Ltd. Under the terms of the agreement, we will work with Hitachi to exploit the ProNet(R) technology together in Japan and Hitachi will establish a designated ProNet(R) facility to expedite the discovery of novel protein-protein interactions for Japanese customers. Total research and license payments under this collaboration are expected to provide us with $26,000,000. In addition, we are entitled to receive royalties from sales of therapeutic products commercialized by Hitachi.

We intend to enter into additional collaborative relationships to locate and sequence genes and discover protein networks associated with other common diseases as well as to continue to fund internal research projects. We may be unable to enter into additional collaborative relationships on terms acceptable to us. We expect to incur losses for at least the next several years, primarily due to expansion of our research and development programs, expansion of our drug discovery and development efforts, increased staffing costs and expansion of our facilities. Additionally, we expect to incur substantial sales, marketing and other expenses in connection with building our molecular diagnostic business. We expect that losses will fluctuate from quarter to quarter and that such fluctuations may be substantial.

RESULTS OF OPERATIONS

Years ended June 30, 2000 and 1999.

Research revenues for our fiscal year ended June 30, 2000 were $25,219,766 as compared to $20,093,057 for the fiscal year ended June 30, 1999. The increase of 26% in our research revenue is primarily attributable to revenue recognized from the NADII collaboration that began in July 1999, the Roche collaboration which began in December 1999, and the Hitachi collaboration which began in May 2000. Research revenue from the research collaboration agreements is generally recognized as related costs are incurred. Consequently, as these programs progress and costs increase or decrease, revenues increase or decrease proportionately.

Molecular diagnostic revenues of $8,793,272 were recognized in the fiscal year ended June 30, 2000, an increase of 68% or $3,572,923 over the prior year. Molecular diagnostic revenue is comprised of sales of molecular diagnostic tests resulting from our discovery of disease genes. Sales and marketing efforts since that time, together with increased demand as a result of wider acceptance of the test by the medical community, have given rise to the increased revenues for the fiscal year ended June 30, 2000. There can be no assurance, however that molecular diagnostic revenues will continue to increase at the historical rate.

Research and development expenses for the year ended June 30, 2000 increased to $28,098,769 from $23,452,220 for the prior year, an increase of 20%. This increase was primarily due to an increase in research activities as a result of our recent collaborations with NADII, Roche, and Hitachi as well as those programs we fund internally. The increased level of research spending also includes the ongoing drug discovery efforts of Myriad Pharmaceuticals, our wholly-owned subsidiary, continued development and utilization of ProNet, and third-party sponsored research programs.

Selling, general and administrative expenses for the fiscal year ended June 30, 2000 were $13,474,923 compared to $11,105,520 for the fiscal year ended June 30, 1999. This increase of 21% was primarily attributable to costs associated with the ongoing promotion of our molecular diagnostic business including preparations for the launch of COLARIS, a predictive medicine test for hereditary colon and uterine cancer scheduled to be available in the fall of 2000. Increased costs also resulted from the establishment of international license agreements and the related costs of increasing our infrastructure to support increased molecular diagnostic testing volumes. We expect our selling, general and administrative expenses will continue to fluctuate as needed in support of our molecular diagnostic business and our research and development efforts.

Cash, cash equivalents, and marketable investment securities were $88,655,844 at June 30, 2000 as compared to $38,926,459 at June 30, 1999. This increase in our cash, cash equivalents and marketable investment securities was primarily attributable to the private sale of approximately $34,000,0000 worth of our Common Stock during the year, as well as receipt of license payments, milestone payments and advance research payments from our collaborators. These cash receipts were offset by expenditures we incurred in the ordinary course of business. As a result of our increased cash position, interest income for the fiscal year ended June 30, 2000 was $3,208,506 as compared to $2,348,827 for the fiscal year ended June 30, 1999. The loss on disposition of assets of $383,481 in the fiscal year ended June 30, 2000 was primarily the result of our retiring unproductive assets.

Years ended June 30, 1999 and 1998.

Research revenues for the Company's fiscal year ended June 30, 1999 were $20,093,057 as compared to $20,999,598 for the fiscal year ended June 30, 1998. Greater research revenue recognized during the fiscal year ended June 30, 1998 versus the fiscal year ended June 30, 1999 is the result of $3,950,000 in research milestones and contract expansion payments we received 1998. Excluding the milestone and contract expansion payments, our ongoing research revenue increased $3,043,459 for the fiscal year ended June 30, 1999 versus fiscal 1998. Research revenue from the research collaboration agreements is generally recognized as related costs are incurred. Consequently, as these programs progress and costs increase or decrease, revenues increase or decrease proportionately.

Molecular diagnostic revenues of $5,220,349 were recognized in the fiscal year ended June 30, 1999, an increase of 136% or $3,009,366 over the fiscal year ended June 30, 1998. Molecular diagnostic revenue is comprised of sales of diagnostic tests resulting from the our discovery of disease genes. We launched the test for genetic predisposition to breast and ovarian cancer in October 1996 and we launched the test for heart disease and hypertension risk in January 1998. Sales and marketing efforts since that time have given rise to the increased revenues for the fiscal year ended June 30, 1999.

Research and development expenses for the year ended June 30, 1999 increased to $23,452,220 from $23,002,340 for the prior year. This increase was primarily due to an increase in research activities as a result of our collaborations with Novartis, Bayer, Schering, Schering AG, and Pharmacia, as well as those programs we funded internally. The increased level of research spending includes ongoing development of the Company's ProNet(TM) and mutation screening technologies, third-party sponsored research programs, and the formation of Myriad Pharmaceuticals, Inc. ("Myriad Pharmaceuticals"). Myriad Pharmaceuticals, our wholly-owned subsidiary, was

created to develop therapeutic lead compounds for selected common diseases with large potential markets that are under-served by current therapeutic options.

Selling, general and administrative expenses for the fiscal year ended June 30, 1999 decreased $701,503 from the fiscal year ended June 30, 1998. During the fiscal year ended June 30, 1998, we pursued a plan to dramatically increase our sales force. Start-up expenses for the sales staff included training, relocation, and sales supplies. For the fiscal year ended June 30, 1999, we maintained a steady, well-trained sales force which resulted in fewer selling expenses. In addition, during the fiscal year ended June 30, 1998, we incurred significant expenses in defense of our intellectual property, including the successful settlement of legal actions with OncorMed. Such expenses were drastically reduced during the fiscal year ended June 30, 1999.

Interest income for the fiscal year ended June 30, 1999 decreased to $2,348,827 from $3,223,683 for the fiscal year ended June 30, 1998. Cash, cash equivalents, and marketable investment securities were $38,926,459 at June 30, 1999 as compared to $53,109,493 at June 30, 1998. This decrease in cash, cash equivalents and marketable investment securities was attributable to expenditures incurred in the ordinary course of business and has resulted in reduced interest income. Interest expense for the year ended June 30, 1999, amounting to $6,278, was due entirely to borrowings under the Company's equipment financing facility.

LIQUIDITY AND CAPITAL RESOURCES

Net cash provided by operating activities was $17,163,535 during the fiscal year ended June 30, 2000 as compared to $14,137,559 used during the prior year. Trade receivables increased $1,100,765 between June 30, 1998 and June 30, 1999. This increase is primarily attributable to the 68% increase in molecular diagnostic revenue during fiscal 2000. Trade receivables as a percentage of molecular diagnostic revenue continues to be in the 25-27% range for both June 30, 2000 and June 30, 1999. Other receivables decreased $1,456,749 during the fiscal year ended June 30, 2000 primarily as a result of our receipt of collaborative partner payments for research work performed in the prior year. Prepaid expenses increased $2,056,284 during the fiscal year ended June 30, 2000. The increase is primarily due to advance payments to purchase lab supplies at a discount, advanced royalties, and insurance premiums. Accounts payable and accrued expenses increased by $4,495,772 during the fiscal year ended June 30, 2000 primarily as a result of our efforts to manage cash flows and extend payment terms as well as increased accrued year end payroll related expenses, and accrued broker fees. Deferred revenue, representing the difference in collaborative payments we have received and research revenue which we have recognized, increased by $18,837,682 during the fiscal year ended June 30, 2000 in large part due to upfront payments from NADII and Hitachi as well as marketing license fees we received from recent molecular diagnostic license agreements.

The Company's investing activities used $4,335,576 of cash in the fiscal year ended June 30, 2000 and provided cash of $4,506,423 in the fiscal year ended June 30, 1999. Investing activities were comprised primarily of capital expenditures for research equipment, office furniture, and facility improvements and changes to marketable investment securities. During the fiscal year ended June 30, 2000, we invested cash received from private equity placements, collaborative research payments, upfront payments, milestone payments, marketing license payments and molecular diagnostic sales to short-term and long-term investments in order to take advantage of higher interest rates. These funds were invested in accordance with our investment guidelines as established by our Board of Directors.

Financing activities provided $37,981,833 during the fiscal year ended June 30, 2000. We recognized proceeds from three separate financings during the year. In September 1999, we entered into a Subscription Agreement pursuant to which we sold 710,000 shares our unregistered Common Stock for a purchase price of $4,987,750. In conjunction with the Subscription Agreement, we issued a 3-year warrant to purchase an additional 35,500 shares at a premium of 10%. In October 1999, we entered into a Securities Purchase Agreement and a Standstill Agreement with Schering Berlin to sell to Schering Berlin 606,060 shares of unregistered Common Stock. Schering Berlin agreed to acquire the shares for an aggregate purchase price of $5,000,0000. In June 2000, we sold 600,000 shares of unregistered Common Stock to a European pharmaceutical company that resulted in proceeds of $24,000,000. We have no obligation to register the shares associated with the September 1999 Financing and the June 2000 Financing with the Securities and Exchange Commission. Additional cash was provided from the exercise of stock options during the fiscal year ended June 30, 2000.

We believe that with our existing capital resources, we will have adequate funds to maintain our current and planned operations for at least the next two years, although no assurance can be given that changes will not occur that would consume available capital resources before such time. Our future capital requirements will be substantial and will depend on many factors, including:

- the progress of our research and development programs;
- the progress of our drug discovery and drug development programs;
- the cost of developing and launching additional molecular diagnostic tests;
- the costs of filing, prosecuting and enforcing patent claims;
- the costs associated with competing technological and market developments;
- the payments received under collaborative agreements and changes in collaborative research relationships;
- the costs associated with potential commercialization of our gene discoveries, if any, including the development of manufacturing, marketing and sales capabilities; and
- the cost and availability of third-party financing for capital expenditures and administrative and legal expenses.

Because of our significant long-term capital requirements, we intend to raise funds when conditions are favorable, even if we do not have an immediate need for additional capital at such time.

Subsequent Events

In August 2000, we announced a stock split to be effected in the form of a stock dividend of one new share for each share of Common Stock outstanding. The record date for the split was set as August 28, 2000 and the distribution date was set as September 11, 2000. All references to the number of common shares and per share amounts in this Annual Report on Form 10-K have been restated to reflect the effect of the split for all periods presented.

In August 2000, we also closed on an equity financing with Acqua Wellington North American Equities Fund, Ltd. We sold 350,000 shares of our Common Stock to Acqua Wellington for gross proceeds in excess of $22 million. We have agreed to register these shares with the Securities and Exchange Commission.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company maintains an investment portfolio in accordance with its Investment Policy. The primary objectives of the Company's Investment Policy are to preserve principal, maintain proper liquidity to meet operating needs and maximize yields. The Company's Investment Policy specifies credit quality standards for the Company's investments and limits the amount of credit exposure to any single issue, issuer or type of investment.

The Company's investments consist of securities of various types and maturities of three years or less, with a maximum average maturity of 12 months. These securities are classified either as available-for-sale or held-to-maturity. Available-for-sale securities are recorded on the balance sheet at fair market value with unrealized gains or losses reported as part of accumulated other comprehensive loss. Held-to-maturity securities are recorded at amortized cost, adjusted for the amortization or accretion of premiums or discounts. Gains and losses on investment security transactions are reported on the specific-identification method. Dividend and interest income are recognized when earned. A decline in the market value of any available-for-sale or held-to-maturity security below

cost that is deemed other than temporary results in a charge to earnings and establishes a new cost basis for the security. Premiums and discounts are amortized or accreted over the life of the related held-to-maturity security as an adjustment to yield using the effective-interest method.

The securities held in the Company's investment portfolio are subject to interest rate risk. Changes in interest rates affect the fair market value of the available-for-sale securities. After a review of the Company's marketable securities as of June 30, 2000, the Company has determined that in the event of a hypothetical ten percent increase in interest rates, the resulting decrease in fair market value of the Company's marketable investment securities would be insignificant to the financial statements as a whole.

Certain Factors That May Affect Future Results of Operations

Some of the matters discussed in this Annual Report on Form 10-K include forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. In some cases you can identify forward-looking statements by terminology such as "may", "will", "should", "potential", "continue", "expects", "anticipates", "intends", "plans", "believes", "estimates", and similar expressions. We have based these forward-looking statements on our current expectations and projections about future events. We caution investors that actual results may vary significantly and are subject to a number of factors and uncertainties, including, but not limited to, the following: intense competition related to the discovery of disease-related genes and the possibility that others may discover, and we may not be able to gain rights with respect to, genes important to the establishment of a successful genetic testing business; difficulties inherent in developing genetic tests once genes have been discovered; our limited experience in operating a genetic testing laboratory; our limited marketing and sales experience and the risk that tests which we have or may develop may not be marketed at acceptable prices or receive commercial acceptance in the markets that we are targeting or expect to target; uncertainty as to whether there will exist adequate reimbursement for our services from government, private healthcare insurers and third-party payors; uncertainties as to the extent of future government regulation of our business; uncertainties as to whether we and our collaborators will be successful in developing and obtaining regulatory approval for, and commercial acceptance of, therapeutics based on the discovery of disease-related genes and proteins; uncertainties as to our ability to develop therapeutic lead compounds, which is a new business area for us; and the risk that markets will not exist for therapeutic lead compounds that we develop or if such markets exist, that we will not be able to sell compounds which we develop at acceptable prices.

These forward-looking statements are made as of the date of this report, and we assume no obligation to update them or to explain the reasons why actual results may differ. In light of these assumptions, risks, and uncertainties, the results and events discussed in the forward-looking statements contained in this Annual Report on Form 10-K might not occur.

Item 8. FINANCIAL STATEMENTS

MYRIAD GENETICS, INC.
Index to Financial Statements

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

PART III

Item 10. DIRECTORS AND OFFICERS OF THE REGISTRANT

The response to this item is incorporated by reference from the discussion responsive thereto under the captions "Management" and "Section 16(a) Beneficial Ownership Reporting Compliance" in the Company's Proxy Statement for the 2000 Annual Meeting of Stockholders.

Item 11. EXECUTIVE COMPENSATION

The response to this item is incorporated by reference from the discussion responsive thereto under the caption "Executive Compensation" in the Company's Proxy Statement for the 2000 Annual Meeting of Stockholders.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The response to this item is incorporated by reference from the discussion responsive thereto under the caption "Share Ownership" in the Company's Proxy Statement for the 2000 Annual Meeting of Stockholders.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The response to this item is incorporated by reference from the discussion responsive thereto under the caption "Executive Compensation--Employment Agreements, Termination of Employment and Change of Control Arrangements" in the Company's Proxy Statement for the 2000 Annual Meeting of Stockholders.

PART IV

Item 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

Item 14(a). The following documents are filed as part of this annual report on Form 10-K.

Item 14(a)(1). and (2) See "Index to Consolidated Financial Statements and Financial Statement Schedules" at Item 8 to this Annual Report on Form 10-K. Other financial statement schedules have not been included because they are not applicable or the information is included in the financial statements or notes thereto.

Item 14(a)(3) Exhibits

The following is a list of exhibits filed as part of this Annual Report on Form 10-K.

Exhibit Number		Description
(3.1)p	-	Restated Certificate of Incorporation of the Registrant (Filed as Exhibit 3.1)
(3.1 (a))	-	Restated Certificate of Incorporation of the Registrant
(3.1 (b))	-	Certificate of Amendment of Restated Certificate of Incorporation
(3.2)p	-	Restated By-Laws of the Registrant (Filed as Exhibit 3.2)
(4.1)p	-	See Exhibits 3.1, 3.1(a), 3.1(b) and 3.2 (Filed as Exhibit 4.1)
(4.2)*	-	Form of Common Stock Certificate (Filed as Exhibit 4.2)
(10.1)z$	-	1992 Employee, Director and Consultant Stock Option Plan as amended and restated September 24, 1999 (Filed as Exhibit 10.1)
(10.2)*$	-	Employee Stock Purchase Plan (Filed as Exhibit 10.2)
(10.3)*$	-	Employment Agreement between Myriad Genetics, Inc., Myriad Genetic Laboratories, Inc. and Peter D. Meldrum, dated May 15, 1993 (Filed as Exhibit 10.3)
(10.4)*$	-	Employment Agreement between Myriad Genetics, Inc., Myriad Genetic Laboratories, Inc. and Mark H. Skolnick, Ph.D., dated January 1, 1994 (Filed as Exhibit 10.4)
(10.5)*$	-	Employment Agreement between Myriad Genetics, Inc., Myriad Genetic Laboratories, Inc. and Jay M. Moyes, dated July 12, 1993 (Filed as Exhibit 10.5)
(10.6)*	-	Form of Registration Agreement executed in connection with the private placement of Series A Preferred Stock (Filed as Exhibit 10.6)
(10.7)*	-	Stock Purchase Agreement for Series C Convertible Preferred Stock between the Registrant and Novartis Corporation, dated April 27, 1995 (Filed as Exhibit 10.7)
(10.8)*	-	Standstill Agreement between the Registrant and Novartis Corporation, dated April 27, 1995 (Filed as Exhibit 10.8)
(10.9)*	-	Voting Agreement between the Registrant and Novartis Corporation, dated April 27, 1995 (Filed as Exhibit 10.9)
(10.10)#	-	Collaborative Research and License Agreement between the Registrant and Novartis Corporation, dated April 27, 1995 (Cardiovascular Diseases) (Filed as Exhibit 10.10)
(10.11)#	-	Research Collaboration and License Agreement between the Registrant, Eli Lilly & Company and Hybritech Incorporated, dated August 1, 1992 (Breast Cancer--BRCA1) (Filed as Exhibit 10.11)
(10.12)#	-	Collaborative Agreement between the Registrant and Hybritech Incorporated, dated March 5, 1993 (BRCA1 Test Kits) (Filed as Exhibit 10.12)
(10.13)#	-	Exclusive License Agreement between the Registrant and the University of Utah Research Foundation, dated August 4 1993, as amended (Genes Predisposing to Cancer) (Filed as Exhibit 10.14)
(10.14)#	-	Standard Research Agreement and Form of License Agreement between the Registrant and the University of Utah, effective January 1, 1993, as amended (Genes Predisposing to Cancer) (Filed as Exhibit 10.14)
(10.15)#	-	Exclusive License Agreement between the Registrant and the University of Utah Research Foundation, dated August 4, 1993 (Angiotensinogen Variants and Predisposition to Hypertension) (Filed as Exhibit 10.15)
(10.16)#	-	Exclusive License Agreement between the Registrant and the University of Utah Research Foundation, dated June 21, 1994 (MTS1 or p16) (Filed as Exhibit 10.16)

(10.17)# - Exclusive License Agreement between the Registrant and the University of Utah Research Foundation, dated November 23, 1994 (Breast Cancer--BRCA2) (Filed as Exhibit 10.17)

(10.18)# - Standard Research Agreement dated May 1, 1995 between the Registrant and the University of Utah (Cardiovascular Disorders and Coronary Heart Disease Database) (Filed as Exhibit 10.18)

(10.19)# - Exclusive License Agreement dated May 1, 1995 between the Registrant and the University of Utah Research Foundation (Cardiovascular Disorders and Coronary Heart Disease Database) (Filed as Exhibit 10.19)

(10.20)# - Standard Research Agreement dated July 31, 1995 between the Registrant and the University of Utah (Obesity Database) (Filed as Exhibit 10.20)

(10.21)# - Exclusive License Agreement dated July 31, 1995 between the Registrant and the University of Utah Research Foundation (Obesity Database) (Filed as Exhibit 10.21)

(10.22)# - Co-Exclusive License Agreement among the Registrant, the University of Utah Research Foundation and Institut National de la Sante et de la Recherche Medicale, dated October 6, 1993 (Angiotensinogen and Predisposition to Essential Hypertension) (Filed as Exhibit 10.22)

(10.23)# - License Agreement between the Registrant and California Institute of Technology, dated April 21, 1994 (MTS1 or p16) (Filed as Exhibit 10.23)

(10.24)* - Research Agreement between the Registrant and California Institute of Technology, dated June 3, 1994 (MTS1 or p16) (Filed as Exhibit 10.24)

(10.25)* - Stock Purchase Agreement for Series D Convertible Preferred Stock between the Registrant and Bayer Corporation, dated September 11, 1995 (Filed as Exhibit 10.25)

(10.26)* - Standstill Agreement between the Registrant and Bayer Corporation, dated September 11, 1995 (Filed as Exhibit 10.26)

(10.27)* - Voting Agreement between the Registrant and Bayer Corporation, dated September 11, 1995 (Filed as Exhibit 10.27)

(10.28)# - Collaborative Research and License Agreement between the Registrant and Bayer Corporation, dated September 11, 1995 (Filed as Exhibit 10.28)

(10.29)# - Standard Research Agreement between the Registrant and IHC Health Services, Inc., dated as of September 1, 1995 (Filed as Exhibit 10.29)

(10.30)@ - Research Agreement between the Registrant and IHC Health Services, Inc., dated as of June 24, 1996

(10.31)!@ - Patent and Technology License Agreement dated September 26, 1996 among the Board of Regents of the University of Texas System, the University of Texas M.D. Anderson Cancer Center and the Registrant (Filed as Exhibit 10.1)

(10.32)! - Lease Agreement, dated October 12, 1995, between the Boyer Research Park Associates V, by its general partner, the Boyer Company and the Registrant (Filed as Exhibit 10.2)

(10.33)! - Amendment to Lease Agreement, dated March 29, 1996 between the Boyer Research Park Associates V, by its general partner, the Boyer Company and the Registrant (Filed as Exhibit 10.3)

(10.34)!@ - Letter Agreement, dated March 4, 1996, among the University of Utah, Genetic Epidemiology and the Registrant regarding Extension of Standard Research agreement and Form of License Agreement between the Registrant and the University of Utah, effective January 1, 1993, as amended (Genes Predisposing to Cancer) (Filed as Exhibit 10.4)

(10.35)q@ - Patent and Technology License Agreement dated December 2, 1996 among the Board of Regents of the University of Texas System, the University of Texas M.D. Anderson Cancer Center and the Registrant (Filed as Exhibit 10.1)

(10.36)=@ - Collaborative Research and License Agreement among the Registrant, Schering Corporation and Schering-Plough, Ltd., dated April 22, 1997 (Prostate and Other Cancers) (Filed as Exhibit 10.36)

(10.37)= - Standstill Agreement between the Registrant and Schering Corporation, dated April 22, 1997 (Filed as Exhibit 10.37)

(10.38)= - Stock Purchase Agreement for Common Stock between the Registrant and Schering Corporation, dated April 22, 1997 (Filed as Exhibit 10.38)

(10.39)++@ - Standard Research Agreement between the Company and Valley Mental Health dated September 1, 1997 (central nervous system disorders) (Filed as Exhibit 10.1)

(10.40)++ - International Swap Dealers Association, Inc. Master Agreement ("ISDA Master Agreement") between the Registrant and Swiss Bank Corporation, London Branch dated October 8, 1997 (Filed as Exhibit 10.2)

(10.41)++ - Schedule to ISDA Master Agreement between the Registrant and Swiss Bank Corporation, London Branch dated October 8, 1997 (Filed as Exhibit 10.3)

(10.42)++ - Confirmation for Contract A entered into pursuant to ISDA Master Agreement between the Registrant

		and Swiss Bank Corporation, London Branch dated October 8, 1997 (Filed as Exhibit 10.4)
(10.42)++	-	Confirmation for Contract B entered into pursuant to ISDA Master Agreement between the Registrant and Swiss Bank Corporation, London Branch dated October 8, 1997 (Filed as Exhibit 10.5)
(10.43)%@	-	Amendment and Supplement to Collaborative Research and License Agreement dated November 19, 1997 between Bayer Corporation and the Registrant (Filed as Exhibit 10.1)
(10.44)k	-	Lease Agreement-Research Park Building Phase II, dated March 6, 1998, between the Research Park Associated VI, by its general partner, the Boyer Company, L.C. and the Registrant
(10.45)&	-	Memorandum of Lease between the Company and Boyer Foothill Associates, Ltd. dated August 24, 1998 (Filed as Exhibit 10.1)
(10.46)&	-	Memorandum of Lease between the Company and Boyer Research Park Associates VI, L.C. dated August 24, 1998 (Filed as Exhibit 10.2)
(10.47)&	-	Subordination Agreement and Estoppel, Attornment and Non-Disturbance Agreement (Lease to Deed of Trust) between the Company and Wells Fargo Bank, National Association dated June 24, 1998 (Filed as Exhibit 10.3)
(10.48)w	-	Master Lease Agreement dated December 31, 1998 between General Electric Capital Corporation and the Company (Filed as Exhibit 10.1)
(10.49)w	-	Addendum No. 1 to Master Lease Agreement dated December 31, 1998 between General Electric Capital Corporation and the Company (Filed as Exhibit 10.2)
(10.50)w	-	Addendum No. 2 to Master Lease Agreement dated December 31, 1998 between General Electric Capital Corporation and the Company (Filed as Exhibit 10.3)
(10.51)w	-	Biotech Equipment Schedule Schedule No. 001 dated December 31, 1998 to Master Lease Agreement dated December 31, 1998 between General Electric Corporation and the Company (Filed as Exhibit 10.4)
(10.52)w	-	Annex A to Equipment Schedule No. 001 to Master Lease Agreement dated December 31, 1998 between General Electric Corporation and the Company (Filed as Exhibit 10.5)
(10.53)w	-	Annex B to Equipment Schedule No. 001 to Master Lease Agreement dated December 31, 1998 between General Electric Corporation and the Company (Filed as Exhibit 10.6)
(10.54)w	-	Addendum to Schedule No. 001 to Master Lease Agreement dated as of December 31, 1998 between General Electric Corporation and the Company (Filed as Exhibit 10.7)
(10.55)w@	-	Collaborative Research, License and Co-Promotion agreement dated as of October 5, 1998 between Schering Aktiengesellschaft and the Company (Filed as Exhibit 10.8)
(10.56)w@	-	Collaborative ProNet Research and License Agreement dated as of November 11, 1998 between Monsanto Company and the Company (Filed as Exhibit 10.9)
(10.57)w@	-	Letter Amendment to the Collaborative Research and License Agreement dated as of November 30, 1998 between Bayer Corporation and the Company (Filed as Exhibit 10.10)
(10.58)m@	-	Collaboration and License Agreement between the Company and Novartis Agricultural Discovery Institute, Inc. dated July 27, 1999 (Filed as Exhibit 10.1)
(10.59)m	-	Subscription Agreement between the Company and Peter Friedli dated September 30, 1999 (Filed as Exhibit 10.2)
(10.60)m	-	Securities Purchase Agreement and Standstill Agreement between the Company and Schering Berlin Venture Corporation dated October 15, 1999 (Filed as Exhibit 10.3)
(10.61)f	-	Mater Lease Agreement dated October 25 between Comdisco Laboratory and Scientific Group, a Division of Comdisco Healthcare Group, Inc. and the Company (Filed as Exhibit 10.1)
(10.62)f	-	Addendum to the Master Lease Agreement dated October 25, 1999 between Comdisco Laboratory and Scientific Group, a Division of Comdisco Healthcare Group, Inc. and the Company (Filed as Exhibit 10.2)
(10.63)f	-	Amendment No. 1 to the Master Lease Agreement dated October 25, 1999 between Comdisco Laboratory and Scientific Group, a Division of Comdisco Healthcare Group, Inc. and the Company (Filed as Exhibit 10.3)
(10.64)f	-	Equpment Schedule No. SG01 dated November 10, 1999 to the Master Lease Agreement dated October 25, 1999 between Comdisco Laboratory and Scientific Group, a Division of Comdisco Healthcare Group, Inc. and the Company (Filed as Exhibit 10.4)
(10.65)	-	Purchase Agreement dated as of August 28, 2000 between the Registrant and Acqua Wellington North American Equities Fund, Ltd.
(10.66)	-	Registration Rights Agreement dated as of August 28, 2000 between the Registrant and Acqua Wellington North American Equities Fund, Ltd.
(21.1)	-	List of Subsidiaries of the Registrant
(23.1)	-	Consent of KPMG LLP

(27.1) - Financial Data Schedule

* Previously filed with the Commission as Exhibits to, and incorporated herein by reference from, the Company's Registration Statement filed on Form S-1, File No. 33-95970

\# Previously filed with the Commission as Exhibits to, and incorporated herein by reference from, the Company's Registration Statement filed on Form S-1, File No. 33-95970, and for which Confidential Treatment has been granted by the Securities and Exchange Commission as to certain portions.

@ Confidential Treatment requested as to certain portions, which portions are omitted and filed separately with the Commission.

p Previously filed and incorporated herein by reference from the Form 10-Q for the period ending September 30, 1995.

$ Management contract or compensatory plan or arrangement required to be filed as an exhibit to this Form 10-K pursuant to Item 14(c) of this report.

! Previously filed and incorporated herein by reference from the Form 10-Q for the period ending September 30, 1996.

q Previously filed and incorporated herein by reference from the Form 10-Q for the period ending December 31, 1996.

= Previously filed and incorporated herein by reference from the Form 10-K for the period ending June 30, 1997.

++ Previously filed and incorporated herein by reference from the Form 10-Q for the period ending September 30, 1997.

% Previously filed and incorporated herein by reference from the Form 10-Q for the period ending December 31, 1997.

z Previously filed and incorporated herein by reference from the Company's Registration Statement filed on Form S-8, effective December 22, 1999, File No. 333-93363.

k Previously filed and incorporated herein by reference from the Form 10-K for the period ending June 30, 1998.

& Previously filed and incorporated herein by reference from the Form 10-Q for the period ending September 30, 1998.

w Previously filed and incorporated herein by reference from the Form 10-Q for the period ending December 31, 1998.

m Previously filed and incorporated herein by reference from the Form 10-Q for the period ending September 30, 1999.

f Previously filed and incorporated herein by reference from the Form 10-Q for the period ending December 31, 1999.

Where a document is incorporated by reference from a previous filing, the Exhibit number of the document in that previous filing is indicated in parentheses after the description of such document.

Item 14(b) Reports on Form 8-K

No reports on Form 8-K were filed during the last quarter of the year ended June 30, 2000.

SIGNATURES

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, in Salt Lake City, Utah on September 13, 2000.

MYRIAD GENETICS, INC.

By: /s/ Peter D. Meldrum

Peter D. Meldrum
President and Chief Executive Officer

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 indicated below and on the dates indicated.

Signatures	Title	Date
By: /s/ Peter D. Meldrum Peter D. Meldrum	President and Chief Executive Officer and Director (principal executive officer)	September 13, 2000
By: /s/ Jay M. Moyes Jay M. Moyes	Vice President of Finance (principal financial and accounting officer)	September 13, 2000
By: /s/ John J. Horan John J. Horan	Chairman of the Board	September 13, 2000
By: /s/ Walter Gilbert Walter Gilbert, Ph.D.	Vice Chairman of the Board	September 13, 2000
By: /s/ Mark H. Skolnick Mark H. Skolnick, Ph.D.	Chief Scientific Officer and Director	September 13, 2000
By: /s/ Arthur H. Hayes, Jr. Arthur H. Hayes, Jr., M.D.	Director	September 13, 2000
By: /s/ Dale A. Stringfellow Dale A. Stringfellow, Ph.D.	Director	September 13, 2000
By: /s/ Alan J. Main Alan J. Main, Ph.D.	Director	September 13, 2000
By: /s/ Michael J. Berendt Michael J. Berendt, Ph.D.	Director	September 13, 2000
By: /s/ Linda S. Wilson Linda S. Wilson, Ph.D.	Director	September 13, 2000

Independent Auditors' Report

The Board of Directors and Stockholders
Myriad Genetics, Inc.:

We have audited the accompanying consolidated balance sheets of Myriad Genetics, Inc. and subsidiaries, as of June 30, 2000 and 1999, and the related consolidated statements of operations, stockholders' equity and comprehensive loss, and cash flows for each of the years in the three-year period ended June 30, 2000. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Myriad Genetics, Inc. and subsidiaries as of June 30, 2000 and 1999, and the results of their operations and their cash flows for each of the years in the three-year period ended June 30, 2000, in conformity with accounting principles generally accepted in the United States of America.

Salt Lake City, Utah
August 22, 2000

KPMG LLP

MYRIAD GENETICS, INC.
AND SUBSIDIARIES

Consolidated Balance Sheets

Assets	June 30, 2000	June 30, 1999
Current assets:		
Cash and cash equivalents	$ 56,214,736	5,404,944
Marketable investment securities	24,286,955	4,477,138
Prepaid expenses	2,678,984	622,700
Trade accounts receivables, less allowance for doubtful accounts of $145,000 in 2000 and $73,439 in 1999	2,352,154	1,322,950
Other receivables	398,947	1,855,696
Total current assets	85,931,776	13,683,428
Equipment and leasehold improvements:		
Equipment	16,965,545	13,351,229
Leasehold improvements	4,005,729	3,520,253
	20,971,274	16,871,482
Less accumulated depreciation and amortization	9,719,556	6,871,981
Net equipment and leasehold improvements	11,251,718	9,999,501
Long-term marketable investment securities	8,154,153	29,044,377
Other assets	1,037,658	823,634
	$ 106,375,305	53,550,940
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 4,262,359	2,917,810
Accrued liabilities	4,905,857	1,754,634
Deferred revenue	19,500,442	662,760
	28,668,658	5,335,204
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.01 par value. Authorized 5,000,000 shares; no shares issued and outstanding	--	--
Common stock, $0.01 par value. Authorized 60,000,000 shares; issued and outstanding 21,866,482 shares in 2000 and 18,857,464 shares in 1999	218,666	188,575
Additional paid-in capital	130,235,403	92,283,661
Accumulated other comprehensive loss	(85,440)	(68,846)
Deferred compensation	--	(247,774)
Accumulated deficit	(52,661,982)	(43,939,880)
Total stockholders' equity	77,706,647	48,215,736
	$ 106,375,305	53,550,940

See accompanying notes to consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES

Consolidated Statements of Operations

	Years ended June 30,		
	2000	1999	1998
Research revenue	$ 25,219,766	20,093,057	20,999,598
Molecular diagnostic revenue	8,793,272	5,220,349	2,210,983
Total revenues	34,013,038	25,313,406	23,210,581
Costs and expenses:			
Molecular diagnostic cost of revenue	3,986,473	3,066,354	1,391,368
Research and development expense	28,098,769	23,452,220	23,002,340
Selling, general, and administrative expenses	13,474,923	11,105,520	11,807,023
Total cost and expenses	45,560,165	37,624,094	36,200,731
Operating loss	(11,547,127)	(12,310,688)	(12,990,150)
Other income (expense):			
Interest income	3,208,506	2,348,827	3,223,683
Interest expense	--	(6,278)	(32,681)
Other	(383,481)	(27,314)	2,113
	2,825,025	2,315,235	3,193,115
Net loss	$ (8,722,102)	(9,995,453)	(9,797,035)
Basic and diluted loss per common share	$ (0.43)	(0.53)	(0.53)
Basic and diluted weighted average shares outstanding	20,220,446	18,782,244	18,578,962

See accompanying notes to consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity and Comprehensive Loss

Years ended June 30, 2000, 1999, and 1998

	Common stock		Additional paid-in	Accumulated other comprehensive income	Deferred compensation	Accumulated deficit	Comprehensive income	Stockholders' equity
	Shares	Amount	capital	(loss)		deficit	(loss)	equity
Balances at June 30, 1997	18,445,104	184,451	91,513,514	5,382	(1,376,980)	(24,147,392)		66,178,975
Issuance of common stock for cash upon exercise of options and warrants	211,408	2,114	392,071	--	--	--		394,185
Issuance of common stock for cash	18,490	185	178,074	--	--	--		178,259
Amortization of deferred compensation	--	--	--	--	530,534	--		530,534
Forfeiture of deferred compensation	--	--	(270,000)	--	270,000	--		--
Net loss	--	--	--	--	--	(9,797,035)	(9,797,035)	(9,797,035)
Unrealized gains (losses) on marketable investment securities:								
Unrealized holding gains arising during period	--	--	--	--	--	--	13,064	--
Less: classification adjustment for gains included in net loss	--	--	--	--	--	--	(16,969)	--
Other comprehensive loss	--	--	--	(3,905)	--	--	(3,905)	(3,905)
Comprehensive loss	--	--	--	--	--	--	(9,800,940)	--
Balances at June 30, 1998	18,675,002	186,750	91,813,659	1,477	(576,446)	(33,944,427)		57,481,013
Issuance of common stock for cash upon exercise of options and warrants	137,654	1,377	364,918	--	--	--		366,295
Issuance of common stock for cash	44,808	448	203,146	--	--	--		203,594
Amortization of deferred compensation	--	--	--	--	230,610	--		230,610
Forfeiture of deferred compensation	--	--	(98,062)	--	98,062	--		--
Net loss	--	--	--	--	--	(9,995,453)	(9,995,453)	(9,995,453)
Unrealized losses on marketable investment securities:								
Unrealized holding losses arising during period	--	--	--	--	--	--	(115,287)	--
Less: classification adjustment for losses included in net loss	--	--	--	--	--	--	44,964	--
Other comprehensive loss	--	--	--	(70,323)	--	--	(70,323)	(70,323)
Comprehensive loss	--	--	--	--	--	--	(10,065,776)	--
Balances at								

June 30, 1999	18,857,464	188,575	92,283,661	(68,846)	(247,774)	(43,939,880)	48,215,736

(Continued)

MYRIAD GENETICS, INC.
AND SUBSIDIARIES

Consolidated Statements of Stockholders' Equity and Comprehensive Loss

Years ended June 30, 2000, 1999, and 1998

	Common stock		Additional paid-in	Accumulated other comprehensive income	Deferred compensation	Accumulated	Comprehensive income	Stockholders'
	Shares	Amount	capital	(loss)	sation	deficit	(loss)	equity
Issuance of common stock for cash upon exercise of options and warrants	1,092,958	$ 10,930	6,525,622	--	--	--	--	6,536,552
Issuance of common stock for cash, net of offering costs	1,916,060	19,161	31,426,120	--	--	--	--	31,445,281
Amortization of deferred compensation	--	--	--	--	247,774	--	--	247,774
	--	--						
Net loss	--	--	--	--	--	(8,722,102)	(8,722,102)	(8,722,102)
Unrealized losses on marketable investment securities:								
Unrealized holding losses arising during period	--	--	--	--	--	--	(63,638)	--
Less: classification adjustment for losses included in net loss	--	--	--	--	--	--	47,044	
Other comprehensive loss	--	--	--	(16,594)	--	--	(16,594)	(16,594)
Comprehensive loss	--	--	--	--	--	--	(8,738,696)	--
Balances at June 30, 2000	21,866,482	$ 218,666	130,235,403	(85,440)	--	(52,661,982)		77,706,647

See accompanying notes to consolidated financial statements.

MYRIAD GENETICS, INC.
AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Years ended June 30,		
	2000	1999	1998
Cash flows from operating activities:			
Net loss	$ (8,722,102)	(9,995,453)	(9,797,035)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	3,284,734	3,223,779	3,272,936
Loss (gain) on sale of equipment	383,481	(17,650)	14,856
Loss (gain) on sale of investment securities	47,044	44,964	(16,969)
Bad debt expense	71,561	7,439	66,000
Changes in operating assets:			
Trade receivables	(1,100,765)	(859,062)	(354,161)
Prepaid expenses	(2,056,284)	(356,021)	179,581
Other receivables	1,456,749	(1,738,643)	177,914
Other assets	465,663	--	(941,405)
Accounts payable and accrued expenses	4,495,772	(2,387,557)	3,346,712
Deferred revenue	18,837,682	(2,059,355)	(2,977,312)
Net cash provided by (used in) operating activities	17,163,535	(14,137,559)	(7,028,883)
Cash flows from investing activities:			
Proceeds from sale of equipment	14,851	3,604,579	4,133
Capital expenditures	(4,617,196)	(3,975,813)	(3,185,906)
Investment in biotechnology company	(750,000)	--	--
Purchase of investment securities held-to-maturity	(4,126,628)	(17,462,407)	(117,237,699)
Maturities of investment securities held-to-maturity	5,957,410	20,001,804	117,100,138
Purchase of investment securities available-for-sale	(19,857,144)	(274,244,194	(723,380,886)
Sale of investment securities available-for-sale	19,043,131	276,582,454	724,018,727
Net cash provided by (used in) investing activities	(4,335,576)	4,506,423	(2,681,493)
Cash flows from financing activities:			
Payments on notes payable	--	(128,843)	(342,797)
Net proceeds from issuance of common stock	37,981,833	569,889	572,444
Net cash provided by financing activities	37,981,833	441,046	229,647
Net increase (decrease) in cash and cash equivalents	50,809,792	(9,190,090)	(9,480,729)
Cash and cash equivalents at beginning of year	5,404,944	14,595,034	24,075,763
Cash and cash equivalents at end of year	$ 56,214,736	5,404,944	14,595,034
Supplemental disclosure of cash flow information:			
Interest paid	$ --	6,278	32,681
Supplemental disclosures of noncash investing and financing activities:			
Decrease in additional paid-in capital as a result of forfeitures of stock options	$ --	(98,062)	(270,000)
Fair value adjustment on marketable investment securities charged to stockholders' equity	(16,594)	(70,323)	(3,905)

See accompanying notes to consolidated financial statements.

(1) Summary of Significant Accounting Policies

(a) Organization and Business Description

Myriad Genetics, Inc. and subsidiaries (collectively, the Company) is a genomics company focused on the development of therapeutic and diagnostic products based on the discovery of major common human disease genes and their biological pathways. The Company utilizes analyses of extensive family histories and genetic material, as well as a number of proprietary technologies, to identify inherited gene mutations which increase the risk to individuals of developing these diseases. The discovery of disease-predisposing genes and their biochemical pathways provides the Company with three significant commercial opportunities: (i) the development and marketing of molecular diagnostic and information services, (ii) the marketing of subscriptions to the ProNet database of protein interactions, and (iii) the development of therapeutic products for the treatment and prevention of major diseases associated with these genes and their biochemical pathways. The Company's operations are located in Salt Lake City, Utah.

(b) Principles of Consolidation

The consolidated financial statements presented herein include the accounts of Myriad Genetics, Inc., and its wholly owned subsidiaries Myriad Genetic Laboratories, Inc., Myriad Pharmaceuticals, Inc. and Myriad Financial, Inc. All intercompany amounts have been eliminated in consolidation.

(c) Cash Equivalents

Cash equivalents of $27,205,844 and $1,595,446 at June 30, 2000 and 1999, respectively, consist of short-term securities. The Company considers all highly liquid debt instruments with maturities at date of purchase of 90 days or less to be cash equivalents.

(d) Equipment and Leasehold Improvements

Equipment and leasehold improvements are stated at cost. Depreciation and amortization are computed using the straight-line method based on the lesser of estimated useful lives of the related assets or lease terms. Equipment and leasehold improvements have depreciable lives which range from five to seven years.

(e) Income Taxes

Income taxes are recorded using the asset and liability method. Under the asset and liability method, deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

(Continued)

(f) Revenue Recognition

The Company recognizes revenue from research contracts in accordance with the terms of the contract and the related research activities undertaken. This includes recognizing research revenue from research contracts over time as research is performed using the percentage-of-completion method based on costs incurred relative to total estimated contract costs. Payments to the Company under these agreements cover the Company's direct costs and an allocation for overhead and general and administrative expenses. Payments received on uncompleted long-term research contracts may be greater than or less than incurred costs and estimated earnings and have been recorded as other receivables or deferred revenues in the accompanying consolidated balance sheets.

Molecular diagnostic revenue is recognized upon completion of the test and communication of results. Payments received in advance of molecular diagnostic work performed are recorded as deferred revenue. Revenues related to technology license fees when continuing involvement or services by the Company are required, are generally recognized over the period of performance. Up-front payments related to marketing agreements are generally recognized ratably over the life of the agreement.

(g) Net Loss Per Common and Common Equivalent Share

Loss per common share is computed based on the weighted-average number of common shares and, as appropriate, dilutive potential common shares outstanding during the period. Stock options are considered to be potential common shares.

Basic loss per common share is the amount of loss for the period available to each share of common stock outstanding during the reporting period. Diluted loss per share is the amount of loss for the period available to each share of common stock outstanding during the reporting period and to each share that would have been outstanding assuming the issuance of common shares for all dilutive potential common shares outstanding during the period.

In calculating loss per common and common-equivalent share the net loss and the weighted average common and common-equivalent shares outstanding were the same for both the basic and diluted calculation.

For the years ended June 30, 2000, 1999, and 1998, there were antidilutive potential common shares of 3,892,248, 4,144,330, and 4,137,440, respectively. Accordingly, these potential common shares were not included in the computation of diluted earnings per share for the years presented, but may be dilutive to future basic and diluted earnings per share.

(h) Use of Estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

(Continued)

(i) Marketable Investment Securities

The Company accounts for marketable investment securities by grouping them into one of two categories: held-to-maturity or available-for-sale. Held-to-maturity securities are those securities that the Company has the ability and intent to hold until maturity. All other securities are classified as available-for-sale.

Held-to-maturity securities are recorded at amortized cost, adjusted for the amortization or accretion of premiums or discounts. Available-for-sale securities are recorded at fair value. Unrealized holdings gains and losses, net of the related tax effect, on available-for-sale securities are excluded from earnings and are reported as a separate component of stockholders' equity until realized.

Gains and losses on investment security transactions are reported on the specific-identification method. Dividend and interest income are recognized when earned. A decline in the market value of any available-for-sale or held-to-maturity security below cost that is deemed other than temporary results in a charge to earnings and establishes a new-cost basis for the security. Premiums and discounts are amortized or accreted over the life of the related held-to-maturity security as an adjustment to yield using the effective-interest method.

(j) Fair Value Disclosure

At June 30, 2000, the book value of the Company's financial instruments approximates fair value except as disclosed in note 2.

(k) Stock-Based Compensation

The Company has adopted the disclosure provisions of Statement of Financial Accounting Standards No. 123, Accounting for Stock-Based Compensation (SFAS 123). SFAS 123 permits entities to adopt a fair value based method of accounting for stock options or similar equity instruments. However, it also allows an entity to continue measuring compensation cost for stock based compensation using the intrinsic-value method of accounting prescribed by Accounting Principles Board (APB) Opinion No. 25, Accounting for Stock Issued to Employees (APB 25). The Company has elected to continue to apply the provisions of APB 25 and provide pro forma disclosures required by SFAS 123.

(l) Other Assets

Other assets are comprised of a purchased patent, security deposits and an investment in a privately held biotechnology company. Amortization of the patent is computed using the straight-line method over the estimated useful life of nine years. Accumulated amortization related to the patent totaled $79,688 and $42,188 at June 30, 2000 and 1999, respectively. The private company investment represents a 15 percent ownership interest and is accounted for under the cost method. Management reviews the valuation of both the patent and investment for possible impairment on an ongoing basis by comparing the carrying value to undiscounted future cash flows from the related assets.

(Continued)

(m) Accrued Liabilities

At June 30, 2000, accrued liabilities are comprised of accrued payroll of $1,390,563, accrued vacation of $673,631, and other accrued liabilities of $2,841,663. At June 30, 1999, the balance was comprised of accrued payroll of $690,221, accrued vacation of $498,670, and other accrued liabilities of $565,743.

(n) Recent Accounting Pronouncements

In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards No. 133, Accounting for Derivative Instruments and Hedging Activities (SFAS 133), that establishes new accounting and reporting standards for companies to report information about derivative instruments, including certain derivative instruments embedded in other contracts (collectively referred to as derivatives), and for hedging activities. It requires that an entity recognize all derivatives as either assets or liabilities in the balance sheet and measure those instruments at fair value. For a derivative not designated as a hedging instrument, changes in the fair value of the derivative are recognized in earnings in the period of change. The Company will adopt SFAS 133 on July 1, 2000. Management does not believe the adoption of SFAS 133 will have a material effect on the Company's results of operations, financial position or liquidity.

In December 1999, the Securities and Exchange Commission staff released Staff Accounting Bulletin No. 101, Revenue Recognition, (SAB 101) to provide guidance on the recognition, presentation and disclosure of revenue in financial statements; however, SAB 101 does not change existing literature on revenue recognition. SAB 101 explains the staff's general framework for revenue recognition, stating that four criteria need to be met in order to recognize revenue. The four criteria, all of which must be met, are the following:

- There must be persuasive evidence of an arrangement;
- Delivery must have occurred or services must have been rendered;
- The selling price must be fixed or determinable; and
- Collectibility must be reasonably assured.

The Company will adopt SAB 101 during the quarter ended December 31, 2000. The Company believes that its current revenue recognition policy is in compliance with this guidance; however, the Company continues to evaluate the impact, if any, of SAB 101 and any possible, subsequent interpretations of SAB 101 on the Company's policies and procedures.

(Continued)

The FASB issued Interpretation No. 44, Accounting for Certain Transactions Involving Stock Compensation - an Interpretation of APB Opinion No. 25 (FIN 44) in March 2000. The interpretation clarifies the application of APB 25 for only certain issues such as the following: (a) the definition of employee for purposes of applying APB 25, (b) the criteria for determining whether a plan qualifies as a noncompensatory plan, (c) the accounting consequence of various modifications to the terms of a previously fixed stock option or award, and (d) the accounting for an exchange of stock compensation awards in a business combination. The Company will adopt FIN 44 on July 1, 2000. Management does not believe that the interpretation will have a material effect on the Company's results of operations, financial position or liquidity.

(2) Marketable Investment Securities

The amortized cost, gross unrealized holding gains, gross unrealized holding losses, and fair value for available-for-sale and held-to-maturity securities by major security type and class of security at June 30, 2000 and 1999, were as follows:

	Amortized cost	Gross unrealized holding gain	Gross unrealized holding losses	Fair value
At June 30, 2000:				
Held-to-maturity:				
U.S. government obligations	$ 15,081,371	42,889	(58,065)	15,066,195
Other bonds and notes	2,010,932	-	(10,932)	2,000,000
	$ 17,092,303	42,889	(68,997)	17,066,195
Available-for-sale:				
U.S. government obligations	$ 9,609,981	-	(13,333)	9,596,648
Mortgage-backed securities	1,337,514	-	(46,305)	1,291,209
Corporate bonds and notes	3,511,553	-	(26,350)	3,485,203
Certificates of deposit and domestic bank obligations	975,197	548	-	975,745
	$ 15,434,245	548	(85,988)	15,348,805
At June 30, 1999:				
Held-to-maturity:				
U.S. government obligations	$ 15,079,412	-	(153,713)	14,925,699
Corporate bonds and notes	3,843,675	92	(1,266)	3,842,501
	$ 18,923,087	92	(154,979)	18,768,200
Available-for-sale:				
U.S. government obligations	$ 6,767,578	-	(20,233)	6,747,345
Mortgage-backed securities	123,104	-	(607)	122,497
Corporate bonds and notes	7,590,354	561	(48,567)	7,542,348
Certificate of deposit	186,238	-	-	186,238
	$ 14,667,274	561	(69,407)	14,598,428

(Continued)

Maturities of debt securities classified as available-for-sale and held-to-maturity are as follows at June 30, 2000. (Maturities of mortgage backed securities have been presented based upon estimated cash flows assuming no change in the current interest rate environment):

	Amortized cost	Fair value
Held-to-maturity:		
Due within one year	$ 10,989,903	10,963,734
Due after one year through three years	6,102,400	6,102,461
	$ 17,092,303	17,066,195
Available-for-sale:		
Due within one year	$ 13,365,133	13,297,052
Due after one year through three years	2,069,112	2,051,753
	$ 15,434,245	15,348,805

(3) Leases

The Company leases office and laboratory space and equipment under three noncancelable operating leases. Future minimum lease payments under these leases as of June 30, 2000 are as follows:

Fiscal year ending:	
2001	$ 4,537,905
2002	4,537,905
2003	4,042,197
2004	2,633,931
2005	1,721,373
Thereafter	4,557,318
	$ 22,030,629

Rental expense was $3,777,738 in 2000, $1,855,679 in 1999, and $1,282,308 in 1998.

The Company sold certain fixed assets for $3,551,784 in December of 1998. The assets were leased back from the purchaser over a period of four years. There was no gain or loss on this transaction and the resulting lease is being accounted for as an operating lease.

(4) Stock-Based Compensation

Prior to 1992, the Company granted nonqualified stock options to directors, employees, and other key individuals providing services to the Company. In 1992, the Company adopted the "1992 Employee, Director, and Consultant Fixed Stock Option Plan" and has reserved 6,000,000 shares of common stock for issuance upon the exercise of options that the Company plans to grant from time to time under this plan. The exercise price of options is equivalent to the estimated fair market value of the stock at the date of grant. The number of shares, terms, and exercise period are determined by the Board of Directors on an option-by-option basis. Options generally vest ratably over five years and expire ten years from date of grant. As of June 30, 2000, 1,048,748 shares are reserved for future grant under the 1992 plan. For financial statement presentation purposes, the Company has recorded as deferred compensation the excess of the deemed value of the common stock at the date of grant over the exercise price. All deferred compensation was amortized ratably over the vesting period. Amortization expense was $247,774, $230,610, and $530,534 for the years ended June 30, 2000, 1999, and 1998, respectively.

A summary of activity is as follows:

	2000		1999		1998	
	Number of shares	Weighted-average exercise shares	Number of shares	Weighted-average exercise price	Number of shares	Weighted-average exercise price
Options outstanding at beginning of year	3,909,582	$ 6.32	3,284,954	$9.24	2,669,414	$8.54
Plus options granted	1,286,850	36.51	2,155,186	5.31	985,200	9.91
Less:						
Options exercised	(1,007,232)	5.92	(137,654)	3.14	(163,480)	1.96
Options canceled or expired	(362,452)	7.24	(1,392,904)	11.98	(206,180)	9.34
Options outstanding at end of year	3,826,748	$16.48	3,909,582	$6.32	3,284,954	$9.24
Options exercisable at end of year	1,093,510	$ 6.17	1,444,960	$5.67	1,165,868	$6.12
Weighted-average fair value of options granted during the year		$27.51		$3.00		$6.01

(Continued)

The following table summarizes information about fixed stock options outstanding at June 30, 2000:

	Options outstanding			Options exercisable	
Range of exercise prices	Number outstanding at June 30, 2000	Weighted-average remaining contractual life	Weighted-average exercise price	Number exercisable at June 30, 2000	Weighted-average exercise price
$ 0.02 - 5.13	1,456,978	6.35	$ 4.02	702,294	$ 2.98
5.56 - 13.00	948,786	8.04	8.48	236,782	10.69
13.56 - 25.06	1,006,334	9.10	22.37	154,434	13.78
31.50 - 72.31	414,650	9.93	64.25	-	-
$ .02 - 72.31	3,826,748	7.88	$16.48	1,093,510	$ 6.17

The Company accounts for these plans under APB Opinion No. 25, under which no compensation cost has been recognized for those options granted whose exercise price was equivalent to the estimated fair market value at the date of grant. Had compensation cost for these plans been determined consistent with SFAS 123, the Company's net loss and loss per share would have been the following pro forma amounts:

		2000	1999	1998
Net loss	As reported	$ 8,722,102	9,995,453	9,797,035
	Pro forma	13,565,122	14,585,479	13,590,274
Basic and diluted loss per share	As reported	$ 0.43	0.53	0.53
	Pro forma	0.67	0.78	0.73

The fair value of each option grant is estimated on the date of the grant using the Black-Scholes option pricing model with the following weighted-average assumptions used for grants in 2000, 1999, and 1998, respectively: risk-free interest rates of 6.3 percent, 4.8 percent, and 5.5 percent; expected dividend yields of zero percent for all years; expected lives of 5.4 years, 4.3 years, and 5.6 years; and expected volatility of 89 percent, 69 percent, and 63 percent.

During the year ended June 30, 1999, the Company issued options to purchase 223 shares of its wholly owned subsidiary Myriad Pharmaceuticals, Inc. to the president of that subsidiary. The exercise price was equal to the fair market value at the date of grant. The underlying shares are convertible to 150,048 shares of the Company's common stock.

On October 22, 1998, the Board of Directors authorized a stock option repricing amendment. Option holders electing to participate in the repricing of eligible options were required to surrender one option for every four options held. Under the repricing amendment, 1,178,388 options were surrendered in exchange for 883,924 repriced options. The exercise price of the repriced options is equal to the fair market value of the Company's common stock on October 22, 1998. Directors', executive officers', and outside consultants' options were excluded from the repricing.

(5) Income Taxes

There was no income tax expense in 2000, 1999, or 1998 due to net operating losses. The difference between the expected tax benefit and the actual tax benefit is primarily attributable to the effect of net operating losses being offset by an increase in the Company's valuation allowance. The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities at June 30, 2000 and 1999, are presented below:

	2000	1999
Deferred tax assets:		
Net operating loss carryforwards	$ 27,109,000	21,288,000
Unearned revenue	7,274,000	247,000
Research and development credits	1,463,000	604,000
Accrued expenses	851,000	408,000
Capital loss carryforwards	28,000	-
Total gross deferred tax assets	36,725,000	22,547,000
Less valuation allowance	(36,123,000)	(21,009,000)
Net deferred tax assets	602,000	1,538,000
Deferred tax liability - equipment, principally due to differences in depreciation	602,000	1,538,000
Total gross deferred tax liability	602,000	1,538,000
Net deferred tax liability	$ -	-

The net change in the total valuation allowance for the years ended June 30, 2000 and 1999, was an increase of $15,114,000 and $3,464,000, respectively. Of the subsequently recognized tax benefits relating to the valuation allowance for deferred tax assets as of June 30, 2000, approximately $16,870,000 will be recognized as additional paid-in capital and the remainder will be allocated as an income tax benefit to be reported in the consolidated statement of operations.

At June 30, 2000, the Company had total tax net operating losses of approximately $72,679,000 and total research and development credit carryforwards of approximately $1,463,000, which can be carried forward to reduce federal income taxes. If not utilized, the tax loss and research and development credit carryforwards expire beginning in 2007 through 2020.

Under the rules of the Tax Reform Act of 1986, the Company has undergone changes of ownership and, consequently, the availability of the Company's net operating loss and research and experimentation credit carryforwards in any one year is limited. The maximum amount of carryforwards available in a given year is limited to the product of the Company's value on the date of ownership change and the federal long-term tax-exempt rate, plus any limited carryforward not utilized in prior years. Management believes that these limitations will not prevent these net operating losses from being utilized.

(6) Common Stock Warrants

During the year ended June 30, 2000 the Company completed private placements of common stock wherein the placement agents received warrants to purchase 65,500 shares of the Company's common stock through the year 2003 at a weighted average price of $22.51, of which 65,500 are still outstanding at June 30, 2000.

(7) Employee Deferred Savings Plan and Stock Purchase Plan

The Company has a deferred savings plan which qualifies under Section 401(k) of the Internal Revenue Code. Substantially all of the Company's employees are covered by the plan. The Company makes matching contributions of 50 percent of each employee's contribution with the employer's contribution not to exceed four percent of the employee's compensation. The Company's contribution to the plan was $379,930, $358,325, and $273,851 in 2000, 1999, and 1998, respectively.

The Company has an Employee Stock Purchase Plan (the Plan) which was adopted and approved by the Board of Directors and stockholders in December 1994, under which a maximum of 400,000 shares of common stock may be purchased by eligible employees. At June 30, 2000, 113,436 shares of common stock had been purchased under the Plan. Because the discount allowed to employees under the Plan approximates the Company's cost to issue equity instruments, the Plan is not deemed to be compensatory and, therefore, is excluded from the pro forma loss shown in note 4.

(8) Collaborative Research Agreements

In May 2000, the Company entered into a $26.0 million license agreement and research collaboration to utilize the Company's protein interaction technology (ProNet(TM)). Under the agreement, the licensee will receive a nonexclusive, fully paid, world-wide license to utilize ProNet(TM) and receive support and related upgrades from the Company on a when-and-if-available basis over the support period. Revenue related to the license agreement and research collaboration are being recognized as the costs of the contract are incurred on a percent complete basis.

In December 1999, the Company entered into a 12 month collaboration to utilize ProNet(TM) for drug discovery and development in the area of cardiovascular disease. The Company may receive up to $13.0 million in total research funding, license fees and potential milestone payments. Revenue related to this research collaboration is being recognized as the research is performed on a percent complete basis.

In August 1999, the Company entered into a two-year collaboration to perform research related to cereal crop genomics. The Company expects to receive $33.5 million over the term of the agreement. Revenue related to this research collaboration is being recognized as the research is performed on a percent complete basis.

In April 1995, the Company entered into a five-year collaborative research and license agreement with a pharmaceutical company. Under the agreement, the Company received $5.0 million per year which was recognized as revenue as the research was performed on a percent complete basis. This collaboration was completed in April of 2000.

In September 1995, the Company entered into a collaborative research and license agreement to perform various research for a pharmaceutical company. This agreement was expanded in 1997 and 1998. Under the agreement, as expanded, the Company expects to receive $42.7 million through December 2002, which is being recognized as revenue as the research is performed on a percent complete basis.

Under some agreements the Company may license to the collaborator certain rights to therapeutic applications. The Company is entitled to receive royalties from sales of therapeutic products made by its collaborators. Revenue from research collaborations is recognized as research is performed using the percentage-of-completion method based on costs incurred relative to total estimated contract costs.

Because the Company has granted therapeutic rights to some of its collaborative licensees, the success of the programs is partially dependent upon the efforts of the licensees. Each of the above agreements may be terminated early. If any of the licensees terminates the above agreements, such termination may have a material adverse effect on the Company's operations.

(9) License Agreements

The Company has entered into license agreements with certain organizations and academic institutions. The agreements grant the Company exclusive worldwide licenses to certain technologies and patent applications that the Company believes will be useful in the development of therapeutic and molecular diagnostic products. Under the agreements, the Company may be required to make future milestone payments upon achievement of certain events. The Company is also required to make royalty payments based on net sales of products subject to a minimum royalty upon commencement of sales.

(10) Segment and Related Information

The Company's business units have been aggregated into two reportable segments: (i) research and (ii) molecular diagnostics. The research segment is focused on the discovery and sequencing of genes related to major common diseases, the discovery of proteins and their related biological pathways, and the development of therapeutic products for the treatment and prevention of major diseases. The molecular diagnostics segment provides testing to determine predisposition to common diseases.

The accounting policies of the segments are the same as those described in the summary of significant accounting policies (note 1). The Company evaluates segment performance based on loss from operations before interest income and expense and other income and expense. The Company's assets are not identifiable by segment.

	Research	Molecular diagnostics	Total
Year ended June 30, 2000:			
Revenues	$ 25,219,766	8,793,272	34,013,038
Depreciation and amortization	2,494,333	790,401	3,284,734
Segment operating loss	5,373,891	6,173,236	11,547,127
Year ended June 30, 1999:			
Revenues	$ 20,093,057	5,220,349	25,313,406
Depreciation and amortization	2,262,503	961,276	3,223,779
Segment operating loss	6,315,948	5,994,740	12,310,688
Year ended June 30, 1998:			
Revenues	$ 20,999,598	2,210,983	23,210,581
Depreciation and amortization	2,170,771	1,102,165	3,272,936
Segment operating loss	3,010,490	9,979,660	12,990,150

	2000	1999	1998
Total operating loss for reportable segments	(11,547,127)	(12,310,688)	(12,990,150)
Unallocated amounts:			
Interest income	3,208,506	2,348,827	3,223,683
Interest expense	-	(6,278)	(32,681)
Other	(383,481)	(27,314)	2,113
Net loss	(8,722,102)	(9,995,453)	(9,797,035)

All of the Company's revenues were derived from research and testing performed in the United States. Additionally, all of the Company's long-lived assets are located in the United States. All of the Company's research segment revenue was generated from seven, four, and three collaborators in fiscal 2000, 1999, and 1998, respectively. Additionally, revenue from two of the seven collaborators was in excess of ten percent of the Company's consolidated revenues for each year presented.

(11) Common Stock Split

On August 16, 2000, the Board of Directors declared a two-for-one stock split on the Company's common stock. All references to the number of common shares and per share amounts in the consolidated financial statements and related footnotes have been restated to reflect the effect of the split for all periods presented.

(12) Subsequent Events

In August 2000, the Company received $22 million from the private placement of 350,000 shares of common stock.

EXHIBIT INDEX

Exhibit Number		Description of Exhibits
(3.1 (a))	--	Restated Certificate of Incorporation of the Registrant
(3.1 (b))	--	Certificate of Amendment of Restated Certificate of Incorporation
(10.65)	--	Purchase Agreement dated as of August 28, 2000 between the Registrant and Acqua Wellington North American Equities, Ltd.
(10.66)	--	Registration Rights Agreement dated as of August 28, 2000 between the Registrant and Acqua Wellington North American Equities, Ltd.
(21.1)	--	List of Subsidiaries of the Registrant
(23.1)	--	Consent of KPMG LLP
(27.1)	--	Financial Data Schedule

Exhibit 3.1(a)

RESTATED CERTIFICATE OF INCORPORATION OF MYRIAD GENETICS, INC.

Adopted in accordance with the provisions of Sections 242 and 245 of the Delaware General Corporation Law

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The Certificate of Incorporation of Myriad Genetics, Inc. (the "Corporation"), as originally filed with the Secretary of State of the State of Delaware on November 6, 1992, as amended by the filing with the Secretary of State of the State of Delaware of Certificates of Stock Designation on November 12, 1992, December 23, 1992, February 3, 1995, February 16, 1995, April 25, 1995 and August 31, 1995, respectively, and as further amended by the filing with the Secretary of State of Delaware of Certificates of Amendment filed on June 15, 1994, January 9, 1995, June 29, 1995 and October 11, 1995, respectively, is hereby amended and restated as set forth below pursuant to a resolution adopted by the Board of Directors of the Corporation acting at a meeting held in accordance with the provisions of the General Corporation Law of the State of Delaware and Article III of the By-laws of the Corporation, and pursuant to a resolution adopted by holders of at least a majority of the outstanding shares of Common Stock and Preferred Stock, voting together as a class, holders of at least a majority of the outstanding shares of Common Stock of the Corporation, voting as a separate class and holders of the requisite percentage of the outstanding shares of Series A Convertible Preferred Stock, voting as a separate class.

THE UNDERSIGNED does hereby certify as follows:

FIRST: The name of the Corporation (hereinafter referred to as the "Corporation") is

MYRIAD GENETICS, INC.

SECOND: The registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at that address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the laws of the General Corporation Law of the State of Delaware.

FOURTH: A. Designation and Number of Shares.

The total number of shares of capital stock of all classes which the Corporation is authorized to issue is 20,000,000, of which shares 15,000,000 of the par value of $.01 each shall be

designated "Common Stock", and 5,000,000 of the par value of $.01 each shall be a class designated "Preferred Stock".

The relative powers, designations, preferences, rights, and qualifications, limitations and restrictions and other matters relating to such Common Stock and the Preferred Stock are as set forth below in this Article FOURTH.

B. Preferred Stock

(1) Shares of Preferred Stock may be issued in one or more series at such time or times and for such consideration as the Board of Directors may determine. All shares of any one series shall be of equal rank and identical in all respects.

(2) Authority is hereby expressly granted to the Board of Directors to fix from time to time, by resolution or resolutions providing for the establishment and/or issuance of any series of Preferred Stock, the designation of such series and the powers, preferences and rights of the shares of such series, and the qualifications, limitations or restrictions thereof, including, without limitation, the following:

(a) The distinctive designation and number of shares comprising such series, which number may (except where otherwise provided by the Board of Directors in creating such series) be increased or decreased (but not below the number of shares then outstanding) from time to time by action of the Board of Directors;

(b) The rate of dividends, if any, on the shares of that series, whether dividends shall be non-cumulative, cumulative to the extent earned or cumulative (and, if cumulative, from which date or dates), whether dividends shall be payable in cash, property or rights, or in shares of the Corporation's capital stock, and the relative rights of priority, if any, of payment of dividends on shares of that series over shares of any other series or class;

(c) Whether the shares of that series shall be redeemable and if so the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption (which amount may vary under different conditions and at different redemption dates) or the property or rights, including securities of any other corporation, payable in case of redemption;

(d) Whether the series shall have a sinking fund for the redemption or purchase of shares of that series and, if so, the terms and amounts payable into such sinking fund;

(e) The rights to which the holders of the shares of that series shall be entitled in the event of voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series in any such event;

(f) Whether the shares of that series shall be convertible into or exchangeable for shares of stock of any other class or any other series and, if so, the terms and conditions of such conversion or exchange, including the rate or rates of conversion or exchange, the date or dates upon or after which they shall be convertible or exchangeable, the duration for which they shall be convertible or exchangeable, the event or events upon or after which they shall be convertible or exchangeable or at whose option they shall be convertible or exchangeable, and the method (if any) of adjusting the rates of conversion or exchange in the event of a stock split, stock dividend, combination of shares or similar event;

(g) Whether the issuance of any additional shares of such series, or of any shares of any other series, shall be subject to restrictions as to issuance, or as to the powers, preferences or rights of any such other series;

(h) Whether or not the shares of that series shall have voting rights, the extent of such voting rights on specified matters or on all matters, the number of votes to which the holder of shares of such series shall be entitled in respect of each share of such series, whether such series shall vote generally with the Common Stock on all matters or (either generally or upon the occurrence of specified circumstances) shall vote separately as a class or with other series of Preferred Stock; and

(i) Any other preferences, privileges and powers and relative, participating, optional or other special rights and qualifications, limitations or restrictions of such series, as the Board of Directors may deem advisable and as shall not be inconsistent with the provisions of this Certificate of Incorporation and to the full extent now or hereafter permitted by the laws of the State of Delaware.

C. Common Stock.
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1. General. The voting, dividend and liquidation and other rights of
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the holders of the Common Stock are subject to and qualified by the rights of the holders of Preferred Stock, if any.

2. Voting. The holders of the Common Stock are entitled to one vote
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for each share held. There shall be no cumulative voting.

3. Dividends. Dividends may be declared and paid on the Common Stock
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from funds lawfully available therefor if, as and when determined by the Board of Directors, subject to any provision of this Restated Certificate of Incorporation, as amended from time to time, and subject to the relative rights and preferences of any shares of Preferred Stock authorized and issued hereunder.

4. Liquidation. Upon the dissolution or liquidation of the

Corporation, whether

voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject, however, to the liquidation rights of the holders of Preferred Stock authorized and issued hereunder.

FIFTH: The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Restated Certificate of Incorporation or the By-Laws of the Corporation as in effect from time to time, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

B. The directors of the Corporation need not be elected by written ballot unless the By-Laws so provide.

C. Any action required or permitted to be taken by the stockholders of the Corporation may be effected only at a duly called annual or special meeting of stockholders of the Corporation.

SIXTH: A. Subject to the rights of the holders of any series of Preferred Stock then outstanding to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Board.

B. On or prior to the date on which the Corporation first provides notice of an annual meeting of the stockholders (or a special meeting in lieu thereof) in 1996, the Board of Directors of the Corporation shall divide the directors nominated for election at such meeting into three classes, as nearly equal in number as reasonably possible, with the term of office of the first class to expire at the 1997 annual meeting of stockholders or any special meeting in lieu thereof, the term of office of the second class to expire at the 1998 annual meeting of stockholders or any special meeting in lieu thereof, and the term of office of the third class to expire at the 1999 annual meeting of stockholders or any special meeting in lieu thereof. At each annual meeting of stockholders or special meeting in lieu thereof following such initial classification, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders or special meeting in lieu thereof after their election and until their successors are duly elected and qualified.

C. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause may be filled only by a majority vote of the directors then in office even though less than a quorum, or by a sole remaining director. In the

event of any increase or decrease in the authorized number of directors, (i) each director then serving as such shall nevertheless continue as a director of the class of which he is a member until the expiration of his current term or his prior death, retirement, removal or resignation and (ii) the newly created or eliminated directorships resulting from such increase or decrease shall if reasonably possible be apportioned by the Board of Directors among the three classes of directors so as to ensure that no one class has more than one director more than any other class. To the extent reasonably possible, consistent with the foregoing rule, any newly created directorships shall be added to those classes whose terms of office are to expire at the latest dates following such allocation and newly eliminated directorships shall be subtracted from those classes whose terms of office are to expire at the earliest dates following such allocation, unless otherwise provided for from time to time by resolution adopted by a majority of the directors then in office, although less than a quorum. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board of Directors until the vacancy is filled.

D. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the By-Laws of the Corporation.

E. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time only for cause. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

SEVENTH: The Board of Directors is expressly empowered to adopt, amend or repeal By-Laws of the Corporation. Any adoption, amendment or repeal of the By-Laws of the Corporation by the Board of Directors shall require the approval of a majority of the Board. The stockholders shall also have power to adopt, amend or repeal the By-Laws of the Corporation; provided, however, that , in addition
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to any vote of the holders of any class or series of stock of the Corporation required by law or by this Restated Certificate of Incorporation, the affirmative vote of the holders of at least seventy percent (70%) of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to adopt, amend or repeal any provision of the By-Laws of the Corporation.

EIGHTH: 1. To the fullest extent permitted by the Delaware General Corporation Law as the same now exists or may hereafter be amended, the Corporation shall indemnify, and advance expenses to, its directors, officers and members of its Scientific Advisory Board and any person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, if such person was or is made a party to or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the

Corporation or a member of the Corporation's Scientific Advisory Board or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan; provided, however, that except with respect to proceedings to enforce rights to
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indemnification or as is otherwise required by law, the By-Laws of the Corporation may provide that the Corporation shall not be required to indemnify, and advance expenses to, any director, officer or other person in connection with a proceeding (or part thereof) initiated by such director, officer or other person, unless such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The Corporation, by action of its Board of Directors, may provide indemnification or advance expenses to employees and other agents of the Corporation or other persons only on such terms and conditions and to the extent determined by the Board of Directors in its sole and absolute discretion.

2. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

3. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or of a partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under this Article EIGHTH.

4. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article EIGHTH shall, unless otherwise specified when authorized or ratified, continue as to a person who has ceased to be a director, officer or member of the Corporation's Scientific Advisory Board and shall inure to the benefit of the heirs, executors and administrators of such director, officer or member of the Corporation's Scientific Advisory Board. The indemnification and rights to advancement of expenses that may have been provided to an employee or agent of the Corporation by action of the Board of Directors, pursuant to the last sentence of Paragraph 1 of this Article EIGHTH, shall, unless otherwise specified when authorized or ratified, continue as to a person who has ceased to be an employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person, after the time such person has ceased to be an employee or agent of the Corporation, only on such terms and conditions and to the extent determined by the Board of Directors in its sole discretion. No repeal or amendment of this Article EIGHTH shall adversely affect any rights of any person pursuant to this Article EIGHTH which existed at the time of such repeal or amendment with respect to acts or omissions occurring prior to such repeal or amendment.

NINTH: No director shall be personally liable to the Corporation or its stockholders for any monetary damages for breaches of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided that this provision shall not eliminate or limit the liability of a director, to the extent that such liability is imposed by applicable law, (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under Section 174 or successor provisions of the General Corporation Law of the State of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit. This provision shall not eliminate or limit the liability of a director for any act or omission if such elimination or limitation is prohibited by the General Corporation Law of the State of Delaware. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

TENTH: The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that in addition to
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the vote of the holders of any class or series of stock of the Corporation required by law or by this Restated Certificate of Incorporation, the affirmative vote of the holders of shares of voting stock of the Corporation representing at least seventy percent (70%) of the voting power of all of the then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to (i) reduce or eliminate the number of authorized shares of Common Stock or the number of authorized shares of Preferred Stock set forth in Article FOURTH or (ii) amend or repeal, or adopt any provision inconsistent with, Articles FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH and this Article TENTH of this Restated Certificate of Incorporation.

ELEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement,

the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

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IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its President this 12/th/ day of October, 1995.

MYRIAD GENETICS, INC.

By: /s/ PETER D. MELDRUM

Peter D. Meldrum
President and Chief Executive Officer

EXHIBIT 3.1(b)

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
MYRIAD GENETICS, INC.

Myriad Genetics, Inc. (the "Corporation") does hereby certify as follows:

1. The Corporation's Restated Certificate of Incorporation, as filed with the Delaware Secretary of State on October 12, 1995, is hereby amended to delete the first sentence of Article FOURTH, Section A, in its entirety and replace it with the following:

> The total number of shares of capital stock of all classes which the Corporation is authorized to issue is 65,000,000, of which shares 60,000,000 of the par value of $.01 each shall be designated "Common Stock", and of which shares 5,000,000 of the par value of $.01 each shall be a class designated "Preferred Stock".

2. The foregoing amendment to the Restated Certificate of Incorporation was duly adopted in accordance with Section 242 of the Delaware General Corporation Law.

Executed on August 16, 2000.

Myriad Genetics, Inc.

By: /s/ Peter D. Meldrum

Peter D. Meldrum
President and Chief Executive Officer

Exhibit 10.65

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement"), dated as of August 28, 2000, is entered into by and between Myriad Genetics Inc., a Delaware corporation with offices at 320 Wakara Way, Salt Lake City, Utah 84108 (the "Company"), and Acqua Wellington North American Equities Fund, Ltd., a company organized under the laws of the Commonwealth of the Bahamas, with offices c/o Fortis Fund Services (Bahamas) Ltd., Montague Sterling Centre, East Bay Street, P. O. Box SS-6238, Nassau, Bahamas (the "Purchaser"), for the purchase and sale of shares of the common stock, par value $0.01 per share (the "Common Stock"), of the Company by the Purchaser, in the manner, and upon the terms, provisions and conditions set forth in this Agreement.

WHEREAS, the parties desire that, upon the terms and subject to the conditions contained herein, the Company shall issue and sell to the Purchaser and Purchaser shall purchase shares of Common Stock; and

WHEREAS, such purchase and sale will be made in reliance upon the provisions of Section 4(2) and Rule 506 of Regulation D ("Regulation D") of the United States Securities Act of 1933, as amended and regulations promulgated thereunder (the "Securities Act"), or upon such other exemption from the registration requirements of the Securities Act as may be available with respect to any or all of the purchases of Common Stock to be made hereunder.

NOW, THEREFORE, in consideration of the representations, warranties and agreements contained herein and other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged by the parties, the Company and the Purchaser hereby agree as follows:

1. Purchase Price.

(a) Upon the following terms and subject to the conditions contained herein, the Purchaser hereby agrees to purchase 175,000 shares of the Company's Common Stock (the "Shares") at a per share price of $126.25 and for an aggregate purchase price of $22,093,750 (the "Purchase Price").

(b) The Company has authorized and has reserved and covenants to continue to reserve, free of preemptive rights and other similar contractual rights of stockholders, a sufficient number of its authorized but unissued shares of its Common Stock, to effect the issuance of the Shares.

(c) The closing under this Agreement shall take place at the offices of the Parker Chapin LLP, The Chrysler Building, 405 Lexington Avenue, New York, New York 10174 at 1:00 p.m. (eastern time) upon the satisfaction of each of the conditions set forth in Section 5 hereof (the "Closing Date").

2. Representations, Warranties and Covenants of the Purchaser. The Purchaser represents and warrants to the Company, and covenants for the benefit of the Company, as follows:

(a) This Agreement has been duly authorized, validly executed and delivered by the Purchaser and is a valid and binding agreement and obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Purchaser has full power and authority to execute and deliver this Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(b) The Purchaser has received and carefully reviewed copies of the Public Documents (as hereinafter defined). The Purchaser understands that no Federal, state, local or foreign governmental body or regulatory authority has made any finding or determination relating to the fairness of an investment in any of the Shares and that no Federal, state, local or foreign governmental body or regulatory authority has recommended or endorsed, or will recommend or endorse, any investment in any of the Shares. The Purchaser, in making the decision to purchase the Shares, has relied upon independent investigation made by it and has not relied on any information or representations made by third parties.

(c) The Purchaser understands that the Shares are being offered and sold to it in reliance on specific provisions of Federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein for purposes of qualifying for exemptions from registration under the Securities Act, and applicable state securities laws.

(d) The Purchaser is an "accredited investor" as defined under Rule 501 of Regulation D promulgated under the Securities Act.

(e) The Purchaser is and will be acquiring the Shares for such Purchaser's own account, and not with a view to any resale or distribution of the Shares in whole or in part, in violation of the Securities Act or any applicable securities laws.

(f) The offer and sale of the Shares is intended to be exempt from registration under the Securities Act, by virtue of Section 4(2) and Regulation D promulgated under the Securities Act. The Purchaser understands that the Shares purchased hereunder have not been, and may never be, registered under the Securities Act and that none of the Shares can be sold, transferred, assigned, pledged or subjected to any lien or security interest unless they are first registered under the Securities Act and such state and other securities laws as may be applicable or in the opinion of counsel for the Company an exemption from registration under the Securities Act is available (and then the Shares may be sold, transferred, assigned, pledged or subjected to a lien or security interest only in compliance with such exemption and all applicable state and other securities laws).

(g) The Purchaser (i) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company; and (ii) recognizes that such Purchaser's investment in the Company involves a high degree of risk.

(h) The Purchaser is capable of evaluating the risks and merits of an investment in the Shares by virtue of its experience as an investor and its knowledge, experience, and sophistication in financial and business matters and such Purchaser is capable of bearing the entire loss of its investment in the Shares.

(i) The Purchaser is neither a registered broker-dealer nor an affiliate of a registered broker-dealer.

3. Representations, Warranties and Covenants of the Company. The Company represents and warrants to the Purchaser, and covenants for the benefit of the Purchaser, as follows:

(a) The Company has been duly incorporated and is validly existing and in good standing under the laws of the state of Delaware, with full corporate power and authority to own, lease and operate its properties and to conduct its business as currently conducted, and is duly registered and qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to register or qualify would not shave a Material Adverse Effect. For purposes of this agreement, "Material Adverse Effect" shall mean any effect on the business, results of operations, assets or financial condition of the Company that is material and adverse to the Company and its subsidiaries, taken as a whole and/or any condition, circumstance, or situation that would prohibit the Company from entering into and performing any of its obligations under this Agreement in any material respect.

(b) The Company has furnished the Purchaser with copies of the Company's most recent Annual Report on Form 10-K for fiscal year ended June 30, 1999 (the "Form 10-K") filed with the Commission and its Form 10-Q for the quarterly period ended March 31, 2000 (the "Form 10-Q"; collectively with the Form 10-K, the "Public Documents"). The Public Documents at the time of their filing did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. As used herein, "Commission Documents" means all reports, schedules, forms, statements and other documents filed by the Company with the Commission pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act.

(c) The Shares have been duly authorized by all necessary corporate action and, when paid for by the Purchaser and issued in accordance with the terms hereof, the Shares shall be validly issued, will be fully paid and non-assessable.

(d) Each of this Agreement and the Registration Rights Agreement attached hereto as Exhibit A (the "Registration Rights Agreement") has been duly authorized, validly executed and delivered on behalf of the Company and is a valid and binding agreement and obligation of the Company enforceable against the Company in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Company has full power and authority to execute and deliver this Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

(e) The execution and delivery of this Agreement and the Registration Rights Agreement, the issuance of any of the Shares and the consummation of the transactions contemplated by this Agreement and the Registration Rights Agreement by the Company, will not (i) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of incorporation or by-laws, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (ii) result in a violation of any material provision of any law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, Federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets or (iii) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their property or any of them is subject except in the case of clauses (i)(B) or (iii) for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect.

(f) The sale and issuance of the Shares in accordance with the terms and on the basis of the representations and warranties set forth in this Agreement will be exempt from the registration requirements of the Securities Act.

(g) No consent, approval or authorization of or designation, declaration or filing with any governmental authority on the part of the Company is required in connection with the valid execution and delivery of this Agreement or the offer, sale or issuance of the Shares or the consummation of any other transaction contemplated by this Agreement (other than any filings which may be required to be made by the Company with the Securities and Exchange Commission, or Nasdaq or pursuant to any state or "blue sky" securities laws subsequent to the Closing, and, any registration statement which may be filed pursuant to this Agreement).

(h) There is no action, suit, claim or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending against or affecting the Company, or any of its properties, which questions the validity of the Agreement, the Registration Rights Agreement or the transactions contemplated thereby or any action taken or to be take pursuant thereto. There is no action, suit, claim or proceeding before or by any court or governmental agency or body, domestic or foreign, now pending against or affecting the

Company, or any of its properties, which, if adversely determined, is reasonably likely to result in a Material Adverse Effect.

(i) Subsequent to the dates as of which information is given in the Public Documents, except as contemplated herein, the Company has not incurred any material liabilities or material obligations, direct or contingent, or entered into any material transactions not in the ordinary course of business.

(j) The Company has sufficient title and ownership of all trademarks, service marks, trade names, copyrights, patents, trade secrets and other proprietary rights ("Intellectual Property") necessary for its business as now conducted and as proposed to be conducted as described in the Public Documents or the Commission Documents except for any of the foregoing, the absence of which would not reasonably be likely to result in a Material Adverse Effect and, to its knowledge without any conflict with or infringement of the rights of others. Except as set forth in the Public Documents or the Commission Documents, there are no material outstanding options, licenses or agreements of any kind relating to the Intellectual Property, nor is the Company bound by or party to any material options, licenses or agreements of any kind with respect to the Intellectual Property of any other person or entity.

(k) The Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and sale of the Shares hereunder. Neither the Company nor anyone acting on its behalf, directly or indirectly, has or will sell, offer to sell or solicit offers to buy any of the Shares, or similar securities to, or solicit offers with respect thereto from, or enter into any preliminary conversations or negotiations relating thereto with, any person, or has taken or will take any action so as to bring the issuance and sale of any of the Shares under the registration provisions of the Securities Act and any other applicable federal and state securities laws. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with any of the Shares.

(l) Neither this Agreement or the Schedules hereto nor the Registration Rights Agreement contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein or therein, in the light of the circumstances under which they were made herein or therein, not misleading.

(m) The authorized capital stock of the Company and the shares thereof issued and outstanding as of August 28, 2000 are set forth on Schedule 3(m) attached hereto. All of the outstanding shares of the Company's Common Stock have been duly and validly authorized, and are fully paid and non-assessable. Except as set forth in this Agreement, the Public Documents the Commission Documents or on Schedule 3(m) attached hereto, as of August 28, 2000, no shares of Common Stock are entitled to preemptive rights or registration rights and there are no outstanding options, warrants, scrip, rights to subscribe to, call or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company. Furthermore, except as set forth in this Agreement, in the Public Documents, the

Commission Documents or on Schedule 3(m) as of the date hereof, there are no contracts, commitments, understandings, or arrangements by which the Company is or may become bound to issue additional shares of the capital stock of the Company or options, securities or rights convertible into shares of capital stock of the Company. Except as disclosed in the Commission Documents and except for customary transfer restrictions contained in agreements entered into by the Company in order to sell restricted securities, as of the date hereof, the Company is not a party to any agreement granting registration rights to any person with respect to any of its equity or debt securities. The Company is not a party to, and it has no knowledge of, any agreement restricting the voting or transfer of any shares of the capital stock of the Company. The offer and sale of all capital stock, convertible securities, rights, warrants, or options of the Company issued prior to the Closing complied with all applicable federal and state securities laws, and no stockholder has a right of rescission or damages with respect thereto which is reasonably likely to have a Material Adverse Effect. The Company has furnished or made available to the Purchaser true and correct copies of the Company's Certificate of Incorporation as in effect on the date hereof (the "Certificate"), and the Company's Bylaws as in effect on the
date hereof (the "Bylaws").

(n) Prior to the effectiveness of the Registration Statement (as defined in the Registration Rights Agreement), the Company will use its best efforts to list the Shares for trading on the Nasdaq National Market system or any relevant market or system, if applicable, and will comply in all material respects with the Company's reporting, filing and other obligations under the bylaws or rules of the NASD and NASDAQ system or any relevant market or system.

(o) The Company may not issue a press release or otherwise make a public statement or announcement with respect to the transaction contemplated hereby prior to the Closing Date. In the event that the Company is required by law or regulations to issue a press release or otherwise make a public statement or announcement with respect to this Agreement after the Closing Date, the Company shall consult with the Purchaser on the form and substance of such press release or other disclosure.

(p) The Company may not enter into an agreement with a third party before the effectiveness of the Registration Statement covering the Shares, the principal purpose of which is to secure equity financing, except for (i) an equity financing in an amount that is equal to or less than 500,000 shares at a price per share greater than the Purchase Price and (ii) the issuance of capital stock to a strategic investor.

4. Conditions Precedent: The obligations hereunder of both the Company and the Purchaser to enter into this Agreement is subject to their satisfaction or waiver, at or before the Closing, of each of the conditions set forth below. These conditions are for the Company's and the Purchaser's sole benefit respectively, and they may waive their own rights at any time in their sole discretion.

(a) The parties shall have executed and delivered this Agreement and the Registration Rights Agreement.

(b) The Company shall have delivered certificates evidencing the Shares to the Purchaser.

(c) Upon receipt of the certificates evidencing the Shares, the Purchaser shall have delivered to the Company immediately available funds as payment in full of the Purchase Price for the Shares.

(d) The Purchaser shall have received a legal opinion in substantially the form annexed hereto as Exhibit A.

5. Legends. Unless otherwise provided below, each certificate representing the Shares shall be stamped or otherwise imprinted with a legend substantially in the following form (the "Legend"):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE SECURITIES ACT AND UNDER APPLICABLE STATE SECURITIES LAWS OR MYRIAD GENETICS INC. (THE "COMPANY") SHALL HAVE RECEIVED AN OPINION, IN FORM, SCOPE AND SUBSTANCE REASONABLY ACCEPTABLE TO THE COMPANY, OF COUNSEL WHO IS REASONABLY ACCEPTABLE TO THE COMPANY THAT REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT AND UNDER THE PROVISIONS OF APPLICABLE FEDERAL AND STATE SECURITIES LAWS IS NOT REQUIRED."

6. Fees and Expenses. Except as otherwise set forth in this Agreement and the Registration Rights Agreement, each of the Company and the Purchaser shall pay its respective fees and expenses related to the transactions contemplated by this Agreement and the Registration Rights Agreement; provided, that in connection with this Agreement, the Company shall pay, within one week of the Closing Date, a fee to Lehman Brothers in an amount mutually agreed upon by the Company and Lehman Brothers.

7. Indemnification.

(a) The Company hereby agrees to indemnify and hold harmless the Purchaser and its officers, directors, shareholders, employees, agents and attorneys against any and all losses, claims, damages, liabilities and reasonable expenses incurred by each such person in connection with defending or investigating any such claims or liabilities, whether or not resulting in any liability to such person, to which any such indemnified party may become

subject, insofar as such losses, claims, demands, liabilities and expenses arise out of or are based upon any breach of any representation or warranty made by the Company in this Agreement.

(b) The Purchaser hereby agrees to indemnify and hold harmless the Company and its officers, directors, shareholders, employees, agents and attorneys against any and all losses, claims, damages, liabilities and expenses incurred by each such person in connection with defending or investigating any such claims or liabilities, whether or not resulting in any liability to such person, to which any such indemnified party may become subject under the Securities Act, or under any other statute, at common law or otherwise, insofar as such losses, claims, demands, liabilities and expenses arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact made by the Purchaser, (ii) any omission or alleged omission of a material fact with respect to the Purchaser or (iii) any breach of any representation, warranty or agreement made by the Purchaser in this Agreement.

8. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without giving effect to the rules governing the conflicts of laws. Each of the parties consents to the exclusive jurisdiction of the Federal courts whose districts encompass any part of the County of New York located in the City of New York in connection with any dispute arising under this Agreement and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens, to the bringing of any such proceeding in such jurisdictions. Each party waives its right to a trial by jury. Each party to this Agreement irrevocably consents to the service of process in any such proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth herein or its agent. Nothing herein shall affect the right of any party to serve process in any other manner permitted by law.

9. Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, express overnight courier, registered first class mail, or telecopier, initially to the address set forth below, and thereafter at such other address, notice of which is given in accordance with the provisions of this Section.

(a) if to the Company:

Myriad Genetics Inc.
320 Wakara Way
Salt Lake City, Utah 84108
Tel. No.: (801) 584-3600
Fax No.: (801) 584-3640
Attn: President

with a copy to:

Lewis J. Geffen, Esq.
Mintz Levin Cohn Ferris Glovsky and Popeo PC

One Financial Center
Boston, Massachusetts 02111
Tel. No.: (617) 542-6000
Fax No.: (617) 542-2241

(b) if to the Purchaser:

Acqua Wellington North American Equities Fund, Ltd.
c/o Fortis Fund Services (Bahamas) Ltd.
Montague Sterling Centre
East Bay Street, P. O. Box SS-6238
Nassau, Bahamas
Attention: Anthony L.M. Inder Rieden
Tel. No.: (242) 394-2700
Fax No.: (242) 394-9667

with a copy to:

Parker Chapin LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174
Attention: Christopher S. Auguste
Tel. No.: (212) 704-6000
Fax No.: (212) 704-6288

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; when receipt is acknowledged, if telecopied; or when actually received or refused if sent by other means.

10. Entire Agreement. This Agreement and the Registration Rights Agreement constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous oral or written proposals or agreements relating thereto all of which are merged herein. This Agreement may not be amended or any provision hereof waived in whole or in part, except by a written amendment signed by both of the parties.

11. Counterparts. This Agreement may be executed by facsimile signature and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[end of page]

IN WITNESS WHEREOF, this Agreement was duly executed on the date first written above.

MYRIAD GENETICS INC.

By: /s/ Jay M. Moyes
Name: Jay M. Moyes
Title: Chief Financial Officer
Vice President Finance

ACQUA WELLINGTON NORTH AMERICAN EQUITIES FUND, LTD.

By: /s/ Anthony L.M. Inder Rieden
Name: Anthony L.M. Inder Rieden
Title: Director

EXHIBIT A TO THE

COMMON STOCK PURCHASE AGREEMENT

OPINION OF COUNSEL

1. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority (corporate and other) to conduct its business as presently conducted by it and to enter into and perform the Purchase Agreement and the Registration Rights Agreement and to carryout the transactions contemplated thereby. There are no jurisdictions in which, to our knowledge, the nature of the Company's properties or the transaction of its business, makes the Company's qualification to do business as a foreign corporation necessary, except for those jurisdictions in which the Company is qualified, to our knowledge, to do business as a foreign corporation or those jurisdictions in which failure to be so qualified would not have a Material Adverse Effect.

2. The execution, delivery and performance by the Company of the Purchase Agreement and the Registration Rights Agreement have been duly authorized by all necessary corporate action of the Company, and each of the Purchase Agreement and the Registration Rights Agreement has been duly executed and delivered by the Company. The Purchase Agreement and the Registration Rights Agreement each constitutes a valid and binding obligation of the Company enforceable in accordance with its terms.

3. The issuance, sale and delivery of the Shares in accordance with the Purchase Agreement have been duly authorized by all necessary corporate action on the part of the Company and, when delivered against payment in full as provided in the Purchase Agreement, will be validly issued, fully paid and nonassessable. To our knowledge, the Shares are free and clear of all liens, charges, restrictions, claims and encumbrances imposed by or through the Company. Neither the issuance, sale or delivery of the Shares is subject to any preemptive right of stockholders of the Company arising under law or the Certificate of Incorporation or By-laws of the Company, each as amended to date.

4. The execution and delivery of the Purchase Agreement and the Registration Rights Agreement and the performance by the Company of its obligations thereunder, do not (A) violate any provision of the Certificate of Incorporation or By-laws of the Company, each as amended to date, (B) violate, conflict with or constitute a default under any material contract, commitment, trust or agreement of any kind known to us to which the Company is a party or by which it is bound or (C) violate the Delaware General Corporation Law or any U.S. federal statute, regulation or rule or, to our knowledge, any judgment, decree, writ, order or injunction of any arbitrator, court or governmental authority binding upon the Company.

5. To our knowledge, there is no action, suit, proceeding or arbitration pending against or threatened against or affecting the Company before any court or arbitrator

or any governmental body, agency or official which, if adversely determined, is reasonably likely to result in a Material Adverse Effect, or which in any manner questions the validity of the Purchase Agreement and the issuance of the Shares pursuant thereto, or the Registration Rights Agreement

6. To our knowledge, all authorizations, consents, approvals and clearances of all governmental agencies and authorities and of third parties required in order to permit the issuance by the Company of the Shares pursuant to the Purchase Agreement (other than any filings which may be required to be made by the Company with the Commission, or Nasdaq subsequent to the Closing, and, any registration statement which may be filed pursuant to the Purchase Agreement or the Registration Rights Agreement) have been obtained.

7. Subject to the truth and accuracy of the representations and warranties of the Purchaser set forth in Section 2 of the Purchase Agreement, the offer, issuance and sale of the Shares pursuant to the Purchase Agreement will be exempt from registration under the Securities Act of 1933, as amended, pursuant to Rule 4(2) and Regulation D promulgated thereunder.

Exhibit 10.66

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement is made and entered into as of August 28, 2000 (this "Agreement"), by and between Myriad Genetics Inc., a Delaware corporation (the "Company"), and Acqua Wellington North American Equities Fund, Ltd., a limited liability company organized under the laws of the Commonwealth of the Bahamas (the "Purchaser")

This Agreement is being entered into pursuant to the Purchase Agreement, dated as of the date hereof, by and between the Company and the Purchaser (the "Purchase Agreement").

The Company and the Purchaser hereby agree as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Advice" shall have the meaning set forth in Section 3(m).

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms of "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Blackout Period" shall have the meaning set forth in Section 3(n).

"Board" shall have the meaning set forth in Section 3(n).

"Business Day" means any day except Saturday, Sunday and any day which shall be a legal holiday or a day on which banking institutions in the state of New York generally are authorized or required by law or other government actions to close.

"Commission" means the Securities and Exchange Commission.

"Common Stock" means the Company's Common Stock, par value $0.01 per share.

"Effectiveness Date" means with respect to the Registration Statement
the earlier of the 90th day following the Closing Date, before which the Company will use its best efforts to cause the registration statement to become effective, and the date which is within five (5) Business Days of the date on which the Commission informs the Company that the Commission (i) will not review the Registration Statement or (ii) that the Company may request the acceleration of the effectiveness of the Registration Statement.

"Effectiveness Period" shall have the meaning set forth in Section 2.

"Event" shall have the meaning set forth in Section 7(e).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Filing Date" means the date the Registration Statement is filed
which date shall be no later than the 30th day following the Closing Date.

"Holder" or "Holders" means the holder or holders, as the case may be,
from time to time of Registrable Securities including, including without limitation, the Purchaser and its assignees.

"Indemnified Party" shall have the meaning set forth in Section 5(c).

"Indemnifying Party" shall have the meaning set forth in Section 5(c).

"Liquidated Damages" shall have the meaning set forth in Section
7(e).

"Losses" shall have the meaning set forth in Section 5(a).

"Nasdaq" shall mean the Nasdaq National Market.

"Person" means an individual or a corporation, partnership, trust,
incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind.

"Proceeding" means an action, claim, suit, investigation or proceeding
(including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.

"Prospectus" means the prospectus included in the Registration
Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference in such Prospectus.

"Registrable Securities" means (i) the shares of Common Stock issued
pursuant to the Purchase Agreement (the "Common Shares") and upon any stock split, stock dividend, recapitalization or similar event with respect to such Common Shares, and (ii) any other dividend or other distribution with respect to, conversion or exchange of, or in replacement of, Registrable Securities.

"Registration Statement" means the registration statement and any additional registration statements contemplated by Section 2, including (in each case) the Prospectus, amendments and supplements to such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference in such registration statement.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 158" means Rule 158 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 415" means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Securities Act" means the Securities Act of 1933, as amended.

"Special Counsel" means any special counsel to the Holders, for which the Holders will be reimbursed by the Company pursuant to Section 4.

2. Registration. On or prior to the Filing Date, the Company shall prepare and file with the Commission a "shelf" Registration Statement covering all Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415. The Registration Statement shall be on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance herewith). The Company shall (i) not permit any securities other than the Registrable Securities and the securities set forth in Schedule 2 attached hereto to be included in the Registration Statement, (ii) use its best efforts to cause the Registration Statement to be declared effective under the Securities Act (including filing with the Commission a request for acceleration of effectiveness in accordance with Rule 12dl-2 promulgated under the Exchange Act within five (5) Business Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that a Registration Statement will not be "reviewed," or not be subject to further review) as soon as possible after the filing thereof, but in any event prior to the Effectiveness Date, and to keep such Registration Statement continuously effective under the Securities Act until such date as is the earlier of (x) the date when all Registrable Securities covered by such Registration Statement have been sold or (y) the date on which the Registrable Securities may be sold without any restriction pursuant to Rule 144(k) as

determined by the counsel to the Company pursuant to a written opinion letter, addressed to the Company's transfer agent to such effect (the "Effectiveness Period").

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Prepare and file with the Commission on or prior to the Filing Date, a Registration Statement on Form S-3 (or if the Company is not then eligible to register for resale the Registrable Securities on Form S-3 such registration shall be on another appropriate form in accordance herewith) in accordance with the method or methods of distribution thereof as specified by the Holders (except if otherwise directed by the Holders), and use its best efforts to cause the Registration Statement to become effective and remain effective as provided herein; provided, however, that not less than three (3) Business Days prior to the filing of the Registration Statement or any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated therein by reference), the Company shall (i) furnish to the Holders and any Special Counsel, copies of all such documents proposed to be filed, which documents (other than those incorporated by reference) will be subject to the review of such Holders and such Special Counsel, and (ii) at the request of any Holder cause its officers and directors, counsel and independent certified public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of counsel to such Holders, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file the Registration Statement or any such Prospectus or any amendments or supplements thereto containing information about the Holders or the distribution of securities owned by the Holders ("Holder Information") if the Holders of a majority of the Registrable Securities or any Special Counsel shall reasonably object in writing within three (3) Business Days of their receipt thereof to any of the Holder Information unless the Company has received an opinion of counsel to the effect that such disclosure is required by applicable law, rules or regulations (including Nasdaq regulations).

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to the Registration Statement as may be necessary to keep the Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities; (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement, and as so supplemented or amended to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; (iii) respond as promptly as practicable to any comments received from the Commission with respect to the Registration Statement or any amendment thereto and as promptly as practicable provide the Holders true and complete copies of all correspondence from and to the Commission relating to the Registration Statement; and (iv) comply in all material respects with the provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by the Registration Statement during the applicable period in accordance with the intended methods of disposition by the Holders thereof set forth in the Registration Statement as so amended or in such Prospectus as so supplemented.

(c) Notify the Holders of Registrable Securities to be sold and any Special Counsel as promptly as practicable (and, in the case of (i)(A) below, not less than three (3) Business Days prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Business Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement is proposed to be filed; (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement and (C) with respect to the Registration Statement or any post-effective amendment, when the same has become effective; (ii) of any request by the Commission or any other Federal or state governmental authority for amendments or supplements to the Registration Statement or Prospectus or for additional information with respect to the Registration Statement or the Prospectus; (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose; (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose; and (v) of the occurrence of any event that makes any statement made in the Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to the Registration Statement, Prospectus or other documents so that, in the case of the Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The Company shall promptly furnish to Special Counsel, without charge, (i) any correspondence from the Commission or the Commission's staff to the Company or its representatives relating to any Registration Statement and (ii) promptly after the same is prepared and filed with the Commission, a copy of any written response to the correspondence received from the Commission.

(d) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of, (i) any order suspending the effectiveness of the Registration Statement or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(e) If requested by the Holders of a majority in interest of the Registrable Securities, (i) promptly incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the Company reasonably agrees should be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(f) Furnish to each Holder and any Special Counsel, without charge, at least one conformed copy of each Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference, and all exhibits to the extent requested by such Person (including those

previously furnished or incorporated by reference) as soon as practicable after the filing of such documents with the Commission.

(g) Promptly deliver to each Holder and any Special Counsel, without charge, as many copies of the Registration Statement, Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such Persons may reasonably request; and the Company hereby consents to the lawful use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(h) Prior to any public offering of Registrable Securities, use its best efforts to register or qualify or cooperate with the selling Holders and any Special Counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder requests in writing, to keep each such registration or qualification (or exemption therefrom) effective during the Effectiveness Period and use its commercially reasonable best efforts to do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by a Registration Statement; provided, however, that the Company shall
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not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or subject the Company to any tax in any such jurisdiction where it is not then so subject.

(i) Cooperate with the Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold pursuant to a Registration Statement, which certificates shall be free of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any Holder may request at least two (2) Business Days prior to any sale of Registrable Securities.

(j) Upon the occurrence of any event contemplated by Section 3(c)(v), as promptly as practicable, prepare a supplement or amendment, including a post-effective amendment, to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither the Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) Use its best efforts to cause all Registrable Securities relating to such Registration Statement to be listed on Nasdaq and any other securities exchange, quotation system, market or over-the-counter bulletin board, if any, on which the same securities issued by the Company are then listed as and when required pursuant to the Purchase Agreement, and will comply in all material respects with the Company's reporting, filing and other obligations under the bylaws or rules of the National Association of Securities Dealers, Inc. and the Nasdaq system or any other applicable market or system.

(l) Comply in all material respects with all applicable rules and regulations of the Commission and make generally available to its security holders earning statements satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 not later than forty-five (45) days after the end of any twelve (12)-month period (or ninety (90) days after the end of any twelve (12)-month period if such period is a fiscal year) commencing on the first day of the first fiscal quarter of the Company after the effective date of the Registration Statement, which statement shall conform to the requirements of Rule 158.

The Purchaser and each selling Holder whose shares are covered by a Registration Statement shall furnish to the Company information regarding such Holder and the distribution of such Registrable Securities as is required by law to be disclosed in the Registration Statement, and the Company may exclude from such registration the Registrable Securities of any such Holder who fails to furnish such information within a reasonable time prior to the filing of each Registration Statement, supplemented Prospectus and/or amended Registration Statement. If any Registration Statement or Prospectus refers to any Holder by name or otherwise as the Holder of any securities of the Company, then such Holder shall promptly notify the Company of any fact of which the Holder becomes aware and the happening of any event which relates to the Holder or distribution of such securities owned by such Holder which results in the Registration Statement or the Prospectus included in such Registration Statement containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein not misleading and shall provide to the Company such information as shall be necessary to enable the Company to prepare a supplement or post-effective Amendment to such Registration Statement or Prospectus or any document incorporated therein by reference or file any other document required so that the Registration Statement or Prospectus will not contain an untrue statement of material fact or omit to state a material fact required to be stated therein.

If the Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Company, then such Holder shall have the right to require (if such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force) the deletion of the reference to such Holder in any amendment or supplement to the Registration Statement filed or prepared subsequent to the time that such reference ceases to be required.

Each Holder covenants and agrees that (i) it will not sell any Registrable Securities under the Registration Statement until it has received copies of the Prospectus as then amended or supplemented as contemplated in Section 3(g) and notice from the Company that such Registration Statement and any post-effective amendments thereto have become effective as contemplated by Section 3(c) and (ii) it and its officers, directors or Affiliates, if any, will comply with the prospectus delivery requirements of the Securities Act as applicable to them in connection with sales of Registrable Securities pursuant to the Registration Statement.

Each Holder agrees by its acquisition of such Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(c)(ii), 3(c)(iii), 3(c)(iv) or 3(c)(v), such Holder will forthwith discontinue disposition of such Registrable Securities under the Registration Statement until such Holder's receipt of the copies of the supplemented Prospectus and/or amended Registration Statement contemplated by

Section 3(j), or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement.

(m) If (i) there is material non-public information regarding the Company which the Company's Board of Directors (the "Board") reasonably determines not to be in the Company's best interest to disclose and which the Company is not otherwise required to disclose, or (ii) there is a significant business opportunity (including, but not limited to, the acquisition or disposition of assets (other than in the ordinary course of business) or any merger, consolidation, tender offer or other similar transaction) available to the Company which the Board reasonably determines not to be in the Company's best interest to disclose and which the Company would be required to disclose under the Registration Statement, then the Company may suspend effectiveness of a registration statement and suspend the sale of Registrable Securities under a Registration Statement for a period not to exceed thirty (30) consecutive days, provided that the Company may not suspend its obligation under this Section 3(m) for more than forty-five (45) days in the aggregate during any twelve (12) month period (each, a "Blackout Period"); provided, however, that no such suspension
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shall be permitted for consecutive thirty (30) day periods, arising out of the same set of facts, circumstances or transactions.

(n) Within two (2) business days after the Registration Statement which includes the Registrable Securities is ordered effective by the Commission, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Holders whose Registrable Securities are included in such Registration Statement) confirmation that the Registration Statement has been declared effective by the Commission in the form attached hereto as Exhibit A.

4. Registration Expenses.

All fees and expenses incident to the performance of or compliance with this Agreement by the Company shall be borne by the Company whether or not the Registration Statement is filed or becomes effective and whether or not any Registrable Securities are sold pursuant to the Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation the following: (i) all registration and filing fees (including, without limitation, fees and expenses (A) with respect to filings required to be made with the Nasdaq and each other securities exchange or market on which Registrable Securities are required hereunder to be listed, (B) with respect to filings required to be made with the Commission, and (C) in compliance with state securities or Blue Sky laws (including, without limitation, fees and disbursements of one counsel for the Holders in connection with Blue Sky qualifications of the Registrable Securities and determination of the eligibility of the Registrable Securities for investment under the laws of such jurisdictions as the Holders of a majority of Registrable Securities may designate subject to the maximum fee of $2,500), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is requested by the holders of a majority of the Registrable Securities included in the Registration Statement), (iii) messenger, telephone and delivery expenses, (iv) Securities Act liability insurance, if the Company so desires such insurance, and (v) fees and expenses of all other Persons retained by

the Company in connection with the consummation of the transactions contemplated by this Agreement, including, without limitation, the Company's independent public accountants (including the expenses of any comfort letters or costs associated with the delivery by independent public accountants of a comfort letter or comfort letters); provided that the Company shall not be responsible for the fees and expenses of the Special Counsel. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit, the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock), investment advisors and employees of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, agents and employees of each such controlling Person, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from and against any and all claims, losses, damages, liabilities, penalties, judgments, costs (including, without limitation, costs of investigation) and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Losses"), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus or any preliminary prospectus or in any amendment or supplement thereto, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or preliminary prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, except to the extent, but only to the extent, that such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, which information was reasonably relied on by the Company for use therein or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such form of Prospectus or in any amendment or supplement thereto; and provided, further, that with respect to any amended or supplemented Prospectus, the foregoing indemnity agreement shall not apply or inure to the benefit of any Holder from whom the Person asserting any Loss, purchased shares, or any Person controlling such Holder, if, copies of an amended or supplemented Prospectus were timely delivered to the Holder pursuant to this Agreement and a copy of the Prospectus (as then amended or supplemented if the Company shall have furnished any amendment or supplements thereto) was not sent or given by or on behalf of such Holder to such Person, if required by law so to have been delivered, and if the Prospectus (as so amended or supplemented) would have cured the defect giving rise to such Loss. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of an

Indemnified Party (as defined in Section 5(c) hereof) and shall survive the transfer of the Registrable Securities by the Holders.

(b) Indemnification by Holders. Each Holder shall, notwithstanding any termination of this Agreement, severally and not jointly, indemnify and hold harmless the Company, and its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, and the respective successors, assigns, estate and personal representatives of each of the foregoing, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, arising out of, relating to, or based upon any untrue or alleged untrue statement of a material fact contained in the Registration Statement, any Prospectus, or any preliminary prospectus or in any amendment or supplement thereto, or arising out of, relating to, or based upon any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or preliminary prospectus or supplement thereto, in the light of the circumstances under which they were made) not misleading, to the extent, but only to the extent, that such untrue statement or omission is contained in or omitted from any information so furnished in writing by such Holder to the Company specifically for inclusion in the Registration Statement or such Prospectus and that such information was reasonably relied upon by the Company for use in the Registration Statement, such Prospectus or such preliminary prospectus or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in the Registration Statement, such Prospectus or such preliminary Prospectus Supplement. Notwithstanding anything to the contrary contained herein, the Holder shall be liable under this Section 5(b) for only that amount as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party promptly shall notify the Person from whom indemnity is sought (the "Indemnifying Party) in writing, and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof; provided, that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have proximately and materially adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses; or (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding; or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the

Indemnifying Party, and such Indemnified Party shall have been advised by counsel reasonably acceptable to the Indemnifying Party that a conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof on behalf of the Indemnified Party and such counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

All fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten (10) Business Days of written notice thereof to the Indemnifying Party (regardless of whether it is ultimately determined that an Indemnified Party is not entitled to indemnification hereunder; provided, that the Indemnifying Party may require
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such Indemnified Party to undertake to reimburse all such fees and expenses to the extent it is finally judicially determined that such Indemnified Party is not entitled to indemnification hereunder).

(d) Contribution. If a claim for indemnification under Section 5(a)
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or 5(b) is unavailable to an Indemnified Party because of a failure or refusal of a governmental authority to enforce such indemnification in accordance with its terms (by reason of public policy or otherwise), then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying, Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in Section 5(c), any reasonable attorneys' or other reasonable fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms. Notwithstanding anything to the contrary contained herein, the Holder shall be liable or required to contribute under this Section 5(c) for only that amount as does not exceed the net proceeds to such Holder as a result of the sale of Registrable Securities pursuant to such Registration Statement.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties

6. Rule 144.

As long as any Holder owns Registrable Securities the Company covenants to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings. As long as any Holder owns Registrable Securities, if the Company is not required to file reports pursuant to Section 13(a) or 15(d) of the Exchange Act, it will prepare and furnish to the Holders and make publicly available in accordance with Rule 144(c) promulgated under the Securities Act annual and quarterly financial statements, together with a discussion and analysis of such financial statements in form and substance substantially similar to those that would otherwise be required to be included in reports required by Section 13(a) or 15(d) of the Exchange Act, as well as any other information required thereby, in the time period that such filings would have been required to have been made under the Exchange Act. The Company further covenants that it will take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Person to sell Common Stock without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act, including providing any legal opinions of counsel to the Company referred to in the Purchase Agreement. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

7. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder, of any of their obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and each Holder agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements. Neither the Company nor any of its subsidiaries has, as of the date hereof entered into and currently in effect, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with

respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as disclosed in the Commission Documents, neither the Company nor any of its subsidiaries has previously entered into any agreement currently in effect granting any registration rights with respect to any of its securities to any Person. Without the written consent of the Holders of a majority of the then outstanding Registrable Securities, the Company shall not grant to any Person the right to request the Company to register any securities of the Company under the Securities Act unless the rights so granted are subject in all respects to the prior rights in full of the Holders set forth herein, and are not otherwise in conflict with the provisions of this Agreement.

(c) No Piggyback on Registrations. The Company nor any of its security holders (other than the Holders in such capacity pursuant hereto and the security holders set forth on Schedule 2 attached hereto) may include securities of the Company in the Registration Statement.

(d) Piggy-Back Registrations. If at any time during the Effectiveness Period when there is not an effective Registration Statement covering Common Shares, the Company shall determine to prepare and file with the Commission a registration statement relating to an offering for its own account or the account of others under the Securities Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or its then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, the Company shall send to each holder of Registrable Securities written notice of such determination and, if within ten (10) days after receipt of such notice, any such holder shall so request in writing (which request shall specify the Registrable Securities intended to be disposed of by the Holders), the Company will use its best efforts to cause the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register by the holder, to the extent requisite to permit the disposition of the Registrable Securities so to be registered, provided that if at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to such holder and, thereupon, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay expenses in accordance with Section 4 hereof), and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities being registered pursuant to this Section 7(d) for the same period as the delay in registering such other securities. The Company shall include in such registration statement all or any part of such Registrable Securities such holder requests to be registered; provided, however, that the Company shall not be required to register any Registrable Securities pursuant to this Section 7(d) that are eligible for sale pursuant to Rule 144(k) of the Securities Act. In the case of an underwritten public offering, if the managing underwriter(s) or underwriter(s) should reasonably object to the inclusion of the Registrable Securities in such registration statement, then if the Company after consultation with the managing underwriter should reasonably determine that the inclusion of such Registrable Securities, would materially adversely affect the offering contemplated in such registration statement, and based on such determination recommends inclusion in such registration statement

of fewer or none of the Registrable Securities of the Holders, then (x) the number of Registrable Securities of the Holders included in such registration statement shall be reduced pro-rata among such Holders (based upon the number of Registrable Securities requested to be included in the registration), if the Company after consultation with the underwriter(s) recommends the inclusion of fewer Registrable Securities, or (y) none of the Registrable Securities of the Holders shall be included in such registration statement, if the Company after consultation with the underwriter(s) recommends the inclusion of none of such Registrable Securities.

(i) Failure to File Registration Statement and Other Events. The Company and the Holders agree that the Holders will suffer damages if the Registration Statement is not filed or confidentially submitted on or prior to the Filing Date and not declared effective by the Commission on or prior to the Effectiveness Date and maintained in the manner contemplated herein during the Effectiveness Period or if certain other events occur. The Company and the Holders further agree that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, if (I) the Registration Statement is not filed or confidentially submitted on or prior to the Filing Date, or is not declared effective by the Commission on or prior to the Effectiveness Date (or in the event an additional Registration Statement is filed or confidentially submitted because the actual number of Common Shares exceeds the number of shares of Common Shares initially registered is not filed and declared effective within the time periods set forth in Section 2), or (II) the Company fails to file with the Commission a request for acceleration in accordance with Rule 12dl-2 promulgated under the Exchange Act within five (5) days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that a Registration Statement will not be "reviewed," or not subject to further review, or (III) the Registration Statement is filed with and declared effective by the Commission but thereafter ceases to be effective as to all Registrable Securities at any time prior to the expiration of the Effectiveness Period, without being succeeded by a subsequent Registration Statement filed with and declared effective by the Commission, or (IV) trading in the Common Stock shall be suspended for any reason for more than three (3) Business Days in the aggregate, or (V) the Company has breached Section 3(n) of this Agreement (any such failure or breach being referred to as an "Event"), the Company shall pay in cash as liquidated damages for such failure and not as a penalty (the "Liquidated Damages") to each Holder an amount equal to 2% of the aggregate purchase price of all of the Registrable Securities then held by such Holder for each thirty (30) day period following such Event until the applicable Event has been cured, which amount shall be pro rated for any periods less than thirty (30) days (the "Periodic Amount"). Payments to be made pursuant to this Section 7(e) shall be due and payable immediately upon demand at the option of the Holders in cash. The parties agree that the Periodic Amount represents a reasonable estimate on the part of the parties, as of the date of this Agreement, of the amount of damages that may be incurred by the Holders if the Registration Statement is not filed on or prior to the Filing Date or has not been declared effective by the Commission on or prior to the Effectiveness Date and maintained in the manner contemplated herein during the Effectiveness Period or if any other Event as described herein has occurred.

(e) Specific Enforcement, Consent to Jurisdiction.

(i) The Company and the Holders acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Registration

Rights Agreement or the Purchase Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to enforce specifically the terms and provisions of the Registration Rights Agreement or the Purchase Agreement; provided, however, that with respect to any provision with respect to which the Buyer is entitled to receive Liquidated Damages, the sole remedy of the Buyer will be to enforce specifically its right to receive such Liquidated Damages.

(ii) Both the Company and the Purchaser (i) hereby irrevocably submits to the jurisdiction of the United States District Court for the Southern District of New York and the courts of the State of New York located in New York county for the purposes of any suit, action or proceeding arising out of or relating to this Agreement or the Purchase Agreement and (ii) hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such court, that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper. Both the Company and the Purchaser consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing in this Section 7(f) shall affect or limit any right to serve process in any other manner permitted by law.

(f) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and each of the Holders. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders and that does not directly or indirectly affect the rights of other Holders may be given by Holders of at least a majority of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the immediately preceding sentence.

(g) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed to have been duly given: when delivered by hand, if personally delivered; when receipt is acknowledged, if telecopied; or when actually received or refused if sent by other means.

(x) if to the Company:

Myriad Genetics Inc.
320 Wakara Way
Salt Lake City, Utah 84108
Tel. No.: (801) 584-3600
Fax No.: (801) 584-3640
Attn: President

with a copy to:

Lewis J. Geffen, Esq.
Mintz Levin Cohn Ferris Glovsky and Popeo PC
One Financial Center
Boston, Massachusetts 02111
Tel. No.: (617) 542-6000
Fax No.: (617) 542-2241

(y) if to the Purchaser:

Acqua Wellington North American Equities Fund, Ltd.
c/o Fortis Fund Services (Bahamas) Ltd.
Montague Sterling Centre
East Bay Street, P. O. Box SS-6238
Nassau, Bahamas
Tel. No.: (242) 394-2700
Fax No.: (242) 394-9667
Attention: Anthony L.M. Inder Rieden

or to such other address or addresses or facsimile number or numbers as any such party may most recently have designated in writing to the other parties hereto by such notice.

(h) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall inure to the benefit of each Holder and its successors and assigns. The Company may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of each Holder which consent will not be unreasonably withheld. Each Purchaser may assign its rights hereunder in the manner and to the Persons as permitted under the Purchase Agreement.

(i) Assignment of Registration Rights. The rights of each Holder hereunder, including the right to have the Company register for resale Registrable Securities in accordance with the terms of this Agreement, shall be automatically assignable by each Holder to any transferee of such Holder of all or at least 50,000 shares of Registrable Securities if: (i) the Holder agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment, (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, and (b) the securities with respect to which such registration rights are being transferred or assigned, (iii) following such transfer or assignment the further disposition of such securities by the transferee or assignees is restricted under the Securities Act and applicable state securities laws, (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this Section, the transferee or assignee agrees in writing (in form and substance reasonably satisfactory to the Company) with the Company to be bound by all of the provisions of this Agreement, and (v) such transfer shall have been made in accordance with the applicable requirements of the Purchase Agreement. In addition, each Holder shall have the right to assign its rights hereunder to any other Person with the prior written consent of the Company, which consent shall not be

unreasonably withheld. The rights to assignment shall apply to the Holders (and to subsequent) successors and assigns.

(j) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law thereof. This Agreement shall not be interpreted or construed with any presumption against the party causing this Agreement to be drafted.

(l) Severability. If any term, provision, covenant or restriction of this Agreement is held to be invalid, illegal, void or unenforceable in any respect, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(m) Headings. The headings herein are for convenience only, do not not shall not be deemed to limit or affect any of the provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Registration Rights Agreement to be duly executed by their respective authorized persons as of the date first indicated above.

MYRIAD GENETICS INC.

By: /s/ Jay M. Moyes

Name: Jay M. Moyes
Title: Chief Financial Officer, V.P. Finance

ACQUA WELLINGTON NORTH AMERICAN EQUITIES FUND, LTD.

By: /s/ Anthony L.M. Inder Rieden

Name: Anthony L.M. Inder Rieden
Title: Director

EXHIBIT 10.66

EXHIBIT A

FORM OF NOTICE OF EFFECTIVENESS
OF REGISTRATION STATEMENT

[TRANSFER AGENT]
[ADDRESS]
Attn: _____

Re: Myriad Genetics Inc.

Ladies and Gentlemen:

We are counsel to Myriad Genetics Inc., a Delaware corporation (the "Company"), and have represented the Company in connection with that certain Common Stock Purchase Agreement (the "Purchase Agreement"), dated as of August 28, 2000, by and between the Company and the Purchaser named therein pursuant to which the Company issued to the Purchaser shares (the "Common Stock") of its Common Stock, no par value (the "Common Stock"). Pursuant to the Purchase Agreement, the Company has also entered into a Registration Rights Agreement with the Purchaser (the "Registration Rights Agreement"), dated as of August 28, 2000, pursuant to which the Company agreed, among other things, to register the Registrable Securities (as defined in the Registration Rights Agreement), including the Common Stock, under the Securities Act of 1933, as amended (the "1933 Act"). In connection with the Company's obligations under the Registration Rights Agreement, on _____, 2000, the Company filed a Registration Statement on Form ___ (File No. 333-_____) (the "Registration Statement") with the Securities and Exchange Commission (the "SEC") relating to the resale of the Registrable Securities which names each of the present Holders as a selling stockholder thereunder.

In connection with the foregoing, we advise you that a member of the SEC's staff has advised us by telephone that the SEC has entered an order declaring the Registration Statement effective under the 1933 Act at [ENTER TIME OF EFFECTIVENESS] on [ENTER DATE OF EFFECTIVENESS] and we have no knowledge that any stop order suspending its effectiveness has been issued or that any proceedings for that purpose are pending before, or threatened by, the SEC and, accordingly, the Registrable Securities are available for resale under the 1933 Act in the manner specified in, and pursuant to the terms of the Registration Statement for so long as such Registration Statement remains effective and current.

Very truly yours,

By:

cc: Acqua Wellington North American Equities, Ltd.

Exhibit 21.1

LIST OF SUBSIDIARIES OF MYRIAD GENETICS, INC.

Company Name	Jurisdiction of Incorporation
Myriad Genetic Laboratories, Inc. (formerly known as Myriad Diagnostic Services, Inc.)	Delaware
Myriad Financial, Inc.	Utah
Myriad Pharmaceuticals, Inc.	Delaware

Exhibit 23.1

Consent of Independent Auditors

The Board of Directors
Myriad Genetics, Inc.

We consent to incorporation by reference in the registration statements (No.'s 333-99204, 333-4700, 333-23255, 333-40961 and 333-93363) on Forms S-8 of Myriad Genetics, Inc. of our report dated August 22, 2000, related to the consolidated balance sheets of Myriad Genetics, Inc. and subsidiaries as of June 30, 2000 and 1999 and the related consolidated statements of operations, stockholders' equity and comprehensive loss and cash flows for each of the years in the three-year period ended June 30, 2000, which report appears in the June 30, 2000 annual report on Form 10-K of Myriad Genetics, Inc.

KPMG LLP

Salt Lake City, Utah
September 13, 2000

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM CONSOLIDATED STATEMENTS OF OPERATIONS AND CONSOLIDATED BALANCE SHEETS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

12-MOS	
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JUL-01-1999	
JUN-30-2000	
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