

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

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 1998  
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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  
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MYRIAD GENETICS, INC.  
(Exact name of registrant as specified in its charter)

DELAWARE  
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(State or other jurisdiction  
of incorporation or organization)

87-0494517  
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(I.R.S. Employer Identification No.)

320 WAKARA WAY, SALT LAKE CITY, UT  
-----

(Address of principal executive offices)

84108  
-----

(Zip Code)

Registrant's telephone number, including area code: (801) 584-3600  
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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

As of November 9, 1998, the registrant had 9,400,192 shares of common stock outstanding.

MYRIAD GENETICS, INC.

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MYRIAD GENETICS, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED BALANCE SHEETS

Assets -----	Sept.. 30, 1998 (Unaudited) -----	June 30, 1998 -----
Current assets:		
Cash and cash equivalents	\$9,230,572	\$14,595,034
Marketable investment securities	6,842,430	16,267,156
Prepaid expenses	759,316	266,679
Trade accounts receivables, less allowance for doubtful accounts of \$75,000 at Sept. 30, 1998, \$66,000 at June 30, 1998	669,944	471,327
Non-trade receivables	85,109	117,053
Total current assets	----- 17,587,371	----- 31,717,249
Equipment and leasehold improvements:		
Equipment	16,983,063	16,049,721
Leasehold improvements	2,313,488	2,288,241
	-----	-----
Less accumulated depreciation and amortization	19,296,551	18,337,962
	6,653,087	5,902,926
Net equipment and leasehold improvements	----- 12,643,464	----- 12,435,036
Long-term marketable investment securities	31,627,353	22,247,303
Other assets	950,198	992,384
	-----	-----
	\$62,808,386	\$67,391,972
	=====	=====
Liabilities and Stockholders' Equity -----		
Current liabilities:		
Accounts payable	\$3,763,714	\$5,121,279
Accrued liabilities	1,846,599	1,938,722
Deferred revenue	2,132,699	2,722,115
Current portion of notes payable	37,375	128,843
Total current liabilities	----- 7,780,387	----- 9,910,959
Stockholders' equity		
Common stock, \$0.01 par value, 15,000,000 shares authorized; issued and outstanding 9,355,692 shares on September 30, 1998 and 9,337,501 shares on June 30, 1998	93,557	93,375
Additional paid-in capital	91,984,629	91,907,034
Fair value adjustment on available-for-sale marketable investment securities	94,555	1,477
Deferred compensation	(497,813)	(576,446)
Accumulated deficit	(36,646,929)	(33,944,427)
Net stockholders' equity	----- 55,027,999	----- 57,481,013
	-----	-----
	\$62,808,386	\$67,391,972
	=====	=====

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

	Three Months Ended	
	Sept. 30, 1998 (Unaudited)	Sept. 30, 1997 (Unaudited)
Research revenue	\$4,646,516	\$5,515,042
Genetic testing revenue	913,470	409,545
Total revenues	5,559,986	5,924,587
Costs and expenses:		
Research and development expenses	5,817,490	6,200,637
Selling, general and administrative expenses	2,555,415	2,137,228
Genetic testing cost of revenue	602,872	235,999
Total costs and expenses	8,975,777	8,573,864
Operating loss	(3,415,791)	(2,649,277)
Other income (expense):		
Interest income	696,219	864,803
Interest expense	(2,371)	(11,448)
Other	19,441	121
	713,289	853,476
Net loss	(\$2,702,502)	(\$1,795,801)
Basic and diluted loss per share	(\$0.29)	(\$0.19)
Basic and diluted weighted average shares outstanding	9,342,942	9,237,843

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC. AND SUBSIDIARIES  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Three Months Ended	
	Sept. 30, 1998 (Unaudited)	Sept. 30, 1997 (Unaudited)
	-----	-----
Cash flows from operating activities:		
Net loss	(\$2,702,502)	(\$1,795,801)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	840,594	769,116
Loss on sale of assets	11,937	--
Bad debt expense	9,000	--
Increase in trade receivables	(207,617)	(3,310)
Decrease (increase) in non-trade receivables	31,942	(34,696)
Decrease (increase) in prepaid expenses	(492,637)	289,162
Decrease in other assets	42,188	--
Increase (decrease) in accounts payable and accrued expenses	(1,449,690)	459,566
Decrease in deferred revenue	(589,416)	(274,497)
Net cash used in operating activities	----- (4,506,201)	----- (590,460)
Cash flows from investing activities:		
Proceeds from sale of equipment	2,595	--
Capital expenditures	(984,921)	(725,631)
Net change in marketable investment securities	137,755	6,044,404
Net cash provided by (used in) investing activities	----- (844,571)	----- 5,318,773
Cash flows from financing activities:		
Net payments of notes payable	(91,467)	(82,516)
Net proceeds from issuance of common stock	77,777	125,667
Net cash provided by (used in) financing activities	----- (13,690)	----- 43,151
Net increase (decrease) in cash and cash equivalents	----- (5,364,462)	----- 4,771,464
Cash and cash equivalents at beginning of period	14,595,034	15,675,763
Cash and cash equivalents at end of period	----- \$9,230,572	----- \$20,447,227
	=====	=====

See accompanying notes to condensed consolidated financial statements.

MYRIAD GENETICS, INC. AND SUBSIDIARIES  
NOTES TO CONDENSED UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS

(1) Basis of Presentation  
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The accompanying condensed unaudited consolidated financial statements have been prepared by Myriad Genetics, Inc. (the "Company") in accordance with generally accepted accounting principles for interim financial information and pursuant to the applicable rules and regulations of the Securities and Exchange Commission. The condensed unaudited consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation. In the opinion of management, the accompanying financial statements contain all adjustments (consisting of normal and recurring accruals) necessary to present fairly all financial statements. The financial statements herein should be read in conjunction with the Company's audited consolidated financial statements and notes thereto for the fiscal year ended June 30, 1998, included in the Company's Annual Report on Form 10-K for the year ended June 30, 1998. Operating results for the three-month period ended September 30, 1998 may not necessarily be indicative of the results to be expected for any other interim period or for the full year.

(2) Subsequent Events  
-----

In October 1998, the Company entered into a five-year collaboration with Schering AG, Germany, to utilize the Company's protein interaction technology ("ProNet") for drug discovery and development. Under the agreement, the Company 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. This collaboration may provide the Company with licensing fees, subscription fees, option payments and milestone fees with a value of up to \$51,000,000.

(3) Comprehensive Earnings (Loss)  
-----

The Company adopted Statement of Financial Accounting Standards No. 130 (SFAS 130), "Reporting Comprehensive Income", effective July 1, 1998. SFAS 130 establishes standards for reporting and displaying comprehensive earnings (loss) and its components in financial statements. The components of the Company's comprehensive earnings (loss) are as follows:

	Three Months Ended September 30, 1998 (unaudited) -----	Three Months Ended September 30, 1998 (unaudited) -----
Net loss	(\$2,702,502)	(\$1,795,801)
Unrealized gain (loss) on available for-sale Marketable investment securities	93,078 -----	(5,291) -----
Comprehensive loss	(\$2,609,424) =====	(\$1,801,092) =====

(4) Net Loss Per Common and Common Equivalent Share  
-----

In February 1997, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128, Earnings per Share (SFAS 128). SFAS 128 became effective for financial statements with interim and annual periods ending after December 15, 1997. Accordingly, the Company has adopted SFAS 128.

SFAS 128 establishes a different method of computing earnings (loss) per common and common-equivalent share than was previously required under the provisions of Accounting Principles Board Opinion No. 15. SFAS 128 requires the presentation of basic and diluted earnings (loss) per share. Basic is the amount of net income (loss) for the period available to each share of common stock outstanding during the reporting period. Diluted earnings per share is the amount of net income (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 earnings (loss) per common and common-equivalent share the net income (loss) and the weighted average common and common-equivalent shares outstanding were the same for both the basic and diluted calculation.

For the three months ended September 30, 1998 and September 30, 1997, there were antidilutive common stock equivalents of 2,155,178 and 1,342,497, respectively. Accordingly, these common stock equivalents 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.

MANAGEMENT'S DISCUSSION AND ANALYSIS  
OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

Since inception, the Company has devoted substantially all of its resources to maintaining its research and development programs, establishing and operating a genetic testing laboratory, and supporting collaborative research agreements. Revenues received by the Company primarily have been payments pursuant to collaborative research agreements and sales of genetic tests. The Company has been unprofitable since its inception and, for the quarter ended September 30, 1998, the Company had a net loss of \$2,702,502 and as of September 30, 1998 had an accumulated deficit of \$36,646,929.

In April 1995, the Company commenced a five-year collaborative research and development arrangement with Novartis Corporation ("Novartis"). This collaboration may provide the Company with an equity investment, research funding and potential milestone payments of up to \$60,000,000. The Company is entitled to receive royalties from sales of therapeutic products sold by Novartis. The Company recognized \$1,426,440 in revenue under this agreement for the quarter ended September 30, 1998.

In September 1995, the Company commenced a five-year collaborative research and development arrangement with Bayer Corporation ("Bayer"). This collaboration may provide the Company with an equity investment, research funding and potential milestone payments of up to \$71,000,000. In November 1997, the Company announced an expansion of its collaborative research and development arrangement with Bayer. The expanded collaboration may provide the Company with additional research funding and potential milestone payments of up to \$54,000,000 or a total potential of up to \$125,000,000. The Company is entitled to receive royalties from sales of therapeutic products sold by Bayer. The Company recognized \$2,470,076 in revenue under this agreement for the quarter ended September 30, 1998.

In October 1996, the Company announced the introduction of BRACAnalysis, a comprehensive BRCA1 and BRCA2 gene sequence analysis for susceptibility to breast and ovarian cancer. In January 1998, the Company announced the introduction of CardiaRisk which may assist physicians both in (i) identifying which hypertensive patients are at a significantly increased risk of developing cardiovascular disease and (ii) identifying which patients are likely to respond to low salt diet therapy and antihypertensive drug therapy. The Company, through its wholly owned subsidiary Myriad Genetic Laboratories, Inc., recognized genetic testing revenues, primarily from BRACAnalysis, of \$913,470 for the quarter ended September 30, 1998.

In April 1997, the Company commenced a three-year collaborative research and development arrangement with Schering Corporation ("Schering"). The three-year term may be extended for two additional one-year periods. This collaboration may provide the Company with an equity investment, license fees, research funding and potential milestone payments totalling up to \$60,000,000. The Company is entitled to receive royalties from sales of therapeutic products sold by Schering. The Company recognized \$750,000 in revenue under this agreement for the quarter ended September 30, 1998.

The Company intends to enter into additional collaborative relationships to locate and sequence genes associated with other common diseases as well as continuing to fund internal research projects. There can be no assurance that the Company will be able to enter into additional collaborative relationships on terms acceptable to the Company. The Company expects to incur losses for at least the next several years, primarily due to expansion of its research and development programs, increased staffing costs and expansion of its facilities. Additionally, the Company expects to incur substantial sales, marketing and other expenses in connection with building its genetic testing business. The Company expects that losses will fluctuate from quarter to quarter and that such fluctuations may be substantial.

SUBSEQUENT EVENT

In October 1998, the Company entered into a five-year collaboration with Schering AG, Germany, to utilize the Company's protein interaction technology ("ProNet") for drug discovery and development. Under the agreement, the Company 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. This collaboration may provide the Company with licensing fees, subscription fees, option payments and milestone fees with a value of up to \$51,000,000.

## RESULTS OF OPERATIONS

### THREE MONTHS ENDED SEPTEMBER 30, 1998 AND 1997

Research revenues for the quarter ended September 30, 1998 were \$4,646,516 as compared to \$5,515,042 for the same quarter of 1997. Greater research revenue recognized during the quarter ended September 30, 1997 versus the current quarter is the result of a \$2,000,000 milestone payment from Schering received by the Company in 1997. Excluding the milestone payment, the Company's ongoing research revenue increased \$1,131,474 for the quarter ended September 30, 1998 versus the same quarter of 1997. This increase is primarily the result of the expanded scope of the Bayer agreement. Research revenue from the research collaboration agreements is recognized as related costs are incurred. Consequently, as these programs progress and costs increase, revenues increase proportionately.

Genetic testing revenues of \$913,470 were recognized in the quarter ended September 30, 1998, an increase of 123% or \$503,925 over the same quarter of the prior year. The test for genetic predisposition to breast and ovarian cancer was launched by the Company in October 1996 and the test for heart disease and hypertension risk was launched by the Company in January 1998. Sales and marketing efforts since that time have given rise to the increased revenues for the quarter ended September 1998. There can be no assurance, however that genetic testing revenues will continue to increase at the historical rate.

Research and development expenses for the quarter ended September 30, 1998 were \$5,817,490 as compared to \$6,200,637 for the same quarter of 1997. Research and development expenses were greater in the quarter ended September 30, 1997 versus the same quarter of 1998 as a result of expenses incurred by the Company related to a milestone achieved by one of its academic collaborators during the fiscal 1997 quarter. Excluding the milestone expense, the Company's research and development expenses increased for the quarter ended September 30, 1998 as compared to the same quarter of 1997. This increase was primarily due to an increase in research activities as a result of the progress in the Company's collaborations with Novartis, Bayer and Schering as well as those programs funded by the Company. The increased level of research spending includes third-party research programs, increased depreciation charges related to purchasing additional research equipment, the hiring of additional research personnel and the associated increase in use of laboratory supplies and reagents. Such expenses will likely increase to the extent that the Company enters into additional research agreements with third parties.

Selling, general and administrative expenses for the quarter ended September 30, 1998 were \$2,555,415 as compared to \$2,137,228 for the same quarter of 1997. The increase was attributable to costs associated with the ongoing promotion of BRACAnalysis as well as additional administrative, sales, marketing and education personnel, market research activities, education material development, and facilities-related costs. The Company expects its selling, general and administrative expenses will continue to increase in support of its genetic testing business and its research and development efforts.

Interest income for the quarter ended September 30, 1998 was \$696,219 as compared to \$864,803 for the same quarter of 1997. Cash, cash equivalents, and marketable investment securities were \$61,799,207 at September 30, 1997 as compared to \$47,700,355 at September 30, 1998. This decrease in cash and investments, attributable to expenditures incurred in the ordinary course of business, has resulted in reduced interest income. Interest expense for the quarter ended September 30, 1998, amounting to \$2,371, was due entirely to borrowings under the Company's equipment financing facility.

### LIQUIDITY AND CAPITAL RESOURCES

Net cash used in operating activities was \$4,506,201 during the quarter ended September 30, 1998 and \$590,460 during the same quarter of 1997. Cash used in operating activities is comprised of changes in the following financial statement accounts: depreciation and amortization, loss on sale of assets, bad debt expense, trade receivables, non-

trade receivables, prepaid expenses, other assets, accounts payable and accrued expenses, and deferred revenue. Trade receivables for the three months ended September 30, 1998 increased \$207,617. This increase is primarily attributable to the 29% increase in genetic testing revenue for the quarter ended September 30, 1998 as compared to testing revenue for the quarter ended June 30, 1998. Non-trade receivables decreased \$31,942 between June 30, 1998 and September 30, 1998 primarily as a result of certain patent legal fees which the Company has incurred and which were reimbursed by one of the Company's collaborative partners. Prepaid expenses increased \$492,637 during the quarter ended September 30, 1998. The increase is primarily due to advance payments to purchase lab supplies at a discount. These expenses were offset by advance royalties and insurance premiums being expensed during the quarter. Accounts payable and accrued expenses decreased \$1,449,690 between June 30, 1998 and September 30, 1998 primarily as a result of payments for lab supplies and equipment which were accrued into the prior quarter. Deferred revenue, representing the difference in collaborative payments received and research revenue recognized, decreased \$589,416 during the quarter ended September 30, 1998.

The Company's investing activities used cash of \$844,571 in the three months ended September 30, 1998 and provided cash of \$5,318,773 in the three months ended September 30, 1997. Investing activities were comprised primarily of capital expenditures for research equipment.

Financing activities used \$13,690 during the quarter ended September 30, 1998. The Company reduced the principal on its equipment financing facility by \$91,467. This decrease was offset by proceeds of \$77,777 from the exercise of stock options. Financing activities provided \$43,151 during the quarter ended September 30, 1997. The Company reduced the principal on its equipment financing facility by \$82,516 and received proceeds from stock option exercises of \$125,667 during the 1997 quarter.

The Company anticipates that its existing capital resources will be adequate to maintain its 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. The Company's future capital requirements will be substantial and will depend on many factors, including progress of the Company's research and development programs, the results and cost of clinical correlation testing of the Company's genetic tests, the costs of filing, prosecuting and enforcing patent claims, competing technological and market developments, payments received under collaborative agreements, changes in collaborative research relationships, the costs associated with potential commercialization of its gene discoveries, if any, including the development of manufacturing, marketing and sales capabilities, the cost and availability of third-party financing for capital expenditures and administrative and legal expenses. Because of the Company's significant long-term capital requirements, the Company intends to raise funds when conditions are favorable, even if it does not have an immediate need for additional capital at such time.

#### IMPACT OF THE YEAR 2000 ISSUE

##### The Year 2000 Issue

The Year 2000 Issue is the result of computer programs using a two-digit format, as opposed to four digits, to indicate the year. Any of the Company's computer programs or other information systems that have time-sensitive software or embedded microcontrollers may recognize a date using "00" as the year 1900 rather than the year 2000. This could result in a system failure or miscalculations causing disruptions of operations.

##### State of Readiness and Costs to Address the Year 2000 Issue

During fiscal 1998, the Company completed an initial review ("Phase I") of its information and non-information technology systems. This review included its existing and planned computer software and hardware. The Company has made an initial determination, based on its Phase I review, that the costs and/or consequences associated with the Year 2000 issue are not expected to have a material effect on its business, operations or future financial condition.

A second, more in-depth analysis ("Phase II") is currently ongoing. Internally, Phase II will include the testing of internally developed systems. Although the internal portion of Phase II just recently commenced, and is not expected to be completed until the end of calendar year 1998, the Company presently believes that with modifications to existing software and conversions to new software and systems, the Year 2000 Issue will not pose

significant operational problems for its computer and other information systems. If required, the Company will utilize both internal and external resources to reprogram, or replace, and test the software and systems for Year 2000 modifications. Externally, Phase II of the Company's preparations for the Year 2000 Issue will consist of soliciting and obtaining certification of Year 2000 compliance from third-party software vendors and determining the readiness of its significant suppliers and customers.

#### Risks of the Year 2000 Issue

If such modifications, conversions and/or replacements are not made, are not completed timely, or if any of the Company's suppliers or customers do not successfully deal with the Year 2000 Issue, the Year 2000 Issue could have a material impact on the operations of the Company. The Company could experience delays in receiving or sending its genetic testing products that would increase its costs and that could cause the Company to lose business and even customers and could subject the Company to claims for damages. Problems with the Year 2000 Issue could also result in delays in the Company invoicing its genetics testing customers or in the Company receiving payments from them. In addition, the Company's research and development efforts which rely heavily on the storage and retrieval of electronic information could be interrupted resulting in significant delays in discovering genes, the loss of current collaborations, and the impairment of the Company's ability to enter into new collaborations. The severity of these possible problems would depend on the nature of the problem and how quickly it could be corrected or an alternative implemented, which is unknown at this time. In the extreme, such problems could bring the Company to a standstill.

While management has not yet specifically determined the costs associated with its Year 2000 readiness efforts, monitoring and managing the Year 2000 Issue will result in additional direct and indirect costs to the Company. Direct costs include potential charges by third-party software vendors for product enhancements, costs involved in testing software products for Year 2000 compliance and any resulting costs for developing and implementing contingency plans for critical software products which are not enhanced. Indirect costs will principally consist of the time devoted by existing employees in monitoring software vendor progress, testing enhanced software products and implementing any necessary contingency plans. Such costs have not been material to date. Both direct and indirect costs of addressing the Year 2000 Issue will be charged to earnings as incurred.

#### Contingency Plan

After evaluating its internal compliance efforts as well as the compliance of third parties as described above, the Company will develop during calendar year 1999 appropriate contingency plans to address situations in which various systems of the Company, or of third parties with which the Company does business, are not Year 2000 compliant. Some risks of the Year 2000 Issue, however, are beyond the control of the Company and its suppliers and customers. For example, no preparations or contingency plan will protect the Company from a downturn in economic activity caused by the possible ripple effect throughout the entire economy caused by the Year 2000 Issue.

#### CERTAIN FACTORS THAT MAY AFFECT FUTURE RESULTS OF OPERATIONS

The Company believes that this report on Form 10-Q contains certain forward-looking statements as that term is defined in the Private Securities Litigation Reform Act of 1995. Such statements are based on management's current expectations and are subject to a number of factors and uncertainties which could cause actual results to differ materially from those described in the forward-looking statements. The Company cautions investors that there can be no assurance that actual results or business conditions will not differ materially from those projected or suggested in such forward-looking statements as a result of various factors, including, but not limited to, the following: the timely implementation by the Company of its plan to prepare its computer systems for the Year 2000, the costs to the Company of such preparation, and the timely conversion by other parties on which the Company's business relies; intense competition related to the discovery of disease-related genes and the possibility that others may discover, and the Company 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; the Company's limited experience in operating a genetic testing laboratory; the Company's limited marketing and sales experience and the risk that tests which the Company has or may develop may not be able to be marketed at acceptable prices or receive commercial acceptance in the markets that the Company is targeting or expects to target;

uncertainty as to whether there will exist adequate reimbursement for the Company's services from government, private healthcare insurers and third-party payors; and uncertainties as to the extent of future government regulation of the Company's business. As a result, the Company's future development efforts involve a high degree of risk. For further information, refer to the more specific risks and uncertainties disclosed throughout this Quarterly Report on Form 10-Q.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

The Company is not a party to any legal proceedings.

ITEM 2. CHANGES IN SECURITIES.

(c) Sales of Unregistered Securities  
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During the three months ended September 30, 1998, the Company issued a total of 7,834 shares of Common Stock to a consultant of the Company pursuant to the exercise of stock options at a weighted average price of \$3.50 per share.

No person acted as an underwriter with respect to the transactions set forth above. In the foregoing instance, the Company relied on Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") or Rule 701 promulgated under the Securities Act for the exemption from the registration requirements of the Securities Act, since no public offerings were involved.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

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

None.

ITEM 5. OTHER INFORMATION.

None.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K.

(a) Exhibits  
-----

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

Exhibit Number	Description
10.1	Memorandum of Lease between the Company and Boyer Foothill Associates, LTD. dated August 24, 1998.
10.2	Memorandum of Lease between the Company and Boyer Research Park Associates VI, L.C. dated August 24, 1998.
10.3	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.
11.1	Statement Regarding Computation of Net Loss Per Share
27.1	Financial Data Schedule

(b) Reports on Form 8-K  
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No reports on Form 8-K were filed during the quarter ended September 30, 1998.

SIGNATURES

Pursuant to the requirements 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.

MYRIAD GENETICS, INC.

Date: November 12, 1998

By: /s/ Peter D. Meldrum

-----  
Peter D. Meldrum  
President and Chief Executive Officer

Date: November 12, 1998

/s/ Jay M. Moyes

-----  
Jay M. Moyes  
Vice President of Finance and Chief Financial  
Officer  
(principal financial and accounting officer)

MYRIAD GENETICS, INC.

EXHIBIT INDEX

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27.1	Financial Data Schedule

WHEN RECORDED, PLEASE RETURN TO:

David E. Gee, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is entered into as of the 24th day of August, 1998, between BOYER FOOTHILL ASSOCIATES, LTD. ("Landlord") and MYRIAD GENETICS, INC. ("Tenant").

WITNESSETH:

1. Agreement of Lease. Pursuant to a Lease Agreement dated as of

-----

October 1, 1995, as amended (the "Lease Agreement"), Landlord leased to Tenant real property described on Exhibit "A" attached to this Memorandum (the "Property"), for an initial term of ten (10) years. Subject to the terms and conditions set forth in the Lease, the term of the Lease may be extended for two (2) additional periods of five (5) years each. The provisions set forth in the Lease Agreement are hereby incorporated herein by this reference. For more information, the parties to the Lease may be contacted at the following addresses:

LANDLORD: Boyer Foothill Associates, Ltd.  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

TENANT: Myriad Genetics, Inc.  
320 Wakara Way  
Salt Lake City, Utah 84108

2. Right of First Refusal. Pursuant to the Lease Agreement,

-----

Landlord has granted to Tenant a right of first refusal to purchase the building located on the Property upon terms and conditions set forth in the Lease Agreement.

3. Lease Agreement Controls. In the event of any conflict between  
-----  
the provisions of the Lease Agreement and the provisions of this Memorandum, the  
provisions of the Lease Agreement shall control.

4. Miscellaneous. This Memorandum shall inure to the benefit of and  
-----  
be binding upon the parties hereto and their respective successors, assigns and  
legal representatives. This Memorandum shall be construed and interpreted in  
accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum  
on the date first set forth above.

"LANDLORD"

BOYER FOOTHILL ASSOCIATES, LTD., a Utah  
limited partnership, by its general partner

THE BOYER COMPANY, L.C., a Utah  
limited liability

By /s/ Kem C. Gardner

-----  
Kem C. Gardner  
Its President and Manager

"TENANT"

MYRIAD GENETICS, INC.

By /s/ Jay M. Moyes

-----  
Its Chief Financial Officer  
-----

STATE OF UTAH                    )  
                                      : ss.  
COUNTY OF SALT LAKE         )

On the 20th day of August, 1998, personally appeared before me Kem C. Gardner, who is the President and Manager of The Boyer Company, L.C., which is the general partner of Boyer Foothill Associates, Ltd.

/s/ De Niese D. Balli

-----  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah  
My Commission Expires: 4-28-01

STATE OF UTAH                    )  
                                      : ss.  
COUNTY OF SALT LAKE         )

On the 24th day of August, 1998, personally appeared before me Jay M. Moyes, who is the Chief Financial Officer of Myriad Genetics, Inc.

/s/ Diana Raitt

-----  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah  
My Commission Expires:

EXHIBIT "A"

TO

MEMORANDUM OF LEASE

The Premises described in the foregoing instrument is located in the County of Salt Lake, State of Utah, more particularly described as follows:

Beginning at a point which is North 82 degrees 17'08" West 53.33 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35 degrees 21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 42 degrees 32'38" West 3908.91 feet and North 82 degrees 17'08" West 53.33 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base & Meridian; thence along said right-of-way South 45 degrees 45'00" West 73.93 feet; thence North 44 degrees 15'00" West 165.39 feet; thence South 45 degrees 45'00" West 61.19 feet; thence South 0 degrees 45'00" West 143.01 feet; thence South 44 degrees 15'00" East 64.26 feet to a point on Wakara Way right-of-way line; thence along said right-of-way line South 45 degrees 45'00" West 379.97 feet; thence North 87 degrees 37'30" West 23.69 feet, which point is on a 2014.10 foot radius curve with the radius bearing South 49 degrees 59'47" West; thence Northerly 242.31 feet along the arc of said curve to the point of beginning as stated in the Northwest Pipeline description dated August 1978; thence along said pipeline description North 45 degrees 45'00" East 667.00 feet; thence South 44 degrees 15'00" East 70.99 feet; thence South 45 degrees 45'00" West 21.15 feet; thence South 44 degrees 15'00" East 171.77 feet; thence South 45 degrees 45'00" West 16.74 feet; thence South 44 degrees 13'33" East 16.63 feet to the point of beginning. Containing 3.37 acres.

WHEN RECORDED, PLEASE RETURN TO:

David E. Gee, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is entered into as of the 24th day of August, 1998, between BOYER RESEARCH PARK ASSOCIATES VI, L.C. ("Landlord") and MYRIAD GENETICS, INC. ("Tenant").

WITNESSETH:

1. Agreement of Lease. Pursuant to a Lease Agreement dated as of

-----  
March 6, 1998, as amended (the "Lease Agreement"), Landlord leased to Tenant real property described on Exhibit "A" attached to this Memorandum (the "Property"), for an initial term of ten (10) years. Subject to the terms and conditions set forth in the Lease, the term of the Lease may be extended for two (2) additional periods of five (5) years each. The provisions set forth in the Lease Agreement are hereby incorporated herein by this reference. For more information, the parties to the Lease may be contacted at the following addresses:

LANDLORD: Boyer Research Park Associates VI  
127 South 500 East, Suite 100  
Salt Lake City, Utah 84102

TENANT: Myriad Genetics, Inc.  
320 Wakara Way  
Salt Lake City, Utah 84108

2. Right of First Refusal. Pursuant to the Lease Agreement,

-----  
Landlord has granted to Tenant a right of first refusal to purchase the building located on the Property upon terms and conditions set forth in the Lease Agreement.

3. Lease Agreement Controls. In the event of any conflict between  
-----  
the provisions of the Lease Agreement and the provisions of this Memorandum, the  
provisions of the Lease Agreement shall control.

4. Miscellaneous. This Memorandum shall inure to the benefit of and  
-----  
be binding upon the parties hereto and their respective successors, assigns and  
legal representatives. This Memorandum shall be construed and interpreted in  
accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum  
on the date first set forth above.

"LANDLORD"

BOYER RESEARCH PARK ASSOCIATES VI,  
L.C., a Utah limited liability company, by  
its Manager:

THE BOYER COMPANY, L.C., a Utah  
limited liability

By /s/ Kem C. Gardner  
-----  
Kem C. Gardner  
Its President and Manager

"TENANT"

MYRIAD GENETICS, INC.

By /s/ Jay M. Moyes  
-----  
Its Chief Financial Officer  
-----

STATE OF UTAH            )  
                              : ss.  
COUNTY OF SALT LAKE    )

On the 20th day of August, 1998 personally appeared before me Kem C. Gardner, who is the President and Manager of The Boyer Company, L.C., which is the Manager of Boyer Research Park Associates VI, L.C.

/s/ Deniese D. Balli  
-----  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah  
My Commission Expires: 4-28-01

STATE OF UTAH            )  
                              : ss.  
COUNTY OF SALT LAKE    )

On the 24th day of August, 1998, personally appeared before me Jay M. Moyes, who is the Chief Financial Officer of Myriad Genetics, Inc.

/s/ Diana Raitt  
-----  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah  
My Commission Expires:

EXHIBIT "A"

TO

MEMORANDUM OF LEASE

The Premises described in the foregoing instrument is located in the County of Salt Lake, State of Utah, more particularly described as follows:

Beginning at a point which is North 82 degrees 17'08" West 53.33 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35 degrees 21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 43 degrees 07'03" West 3865.93 feet and North 82 degrees 17'08" West 53.33 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base & Meridian; and running thence North 44 degrees 13'33" West 16.63 feet; thence North 45 degrees 45'00" East 16.74 feet; thence North 44 degrees 15'00" West 171.77 feet; thence North 45 degrees 45'00" East 21.15 feet; thence North 44 degrees 15'00" West 70.99 feet; thence North 45 degrees 45'00" East 327.50 feet; thence South 67 degrees 42'00" East 18.27 feet to a non-radial curve with a radius of 225.00 feet, which radius bears South 67 degrees 50'48" East; thence Southerly along said curve a distance of 171.88 feet to a reverse curve, with a radius of 200.00 feet, which radius bears South 68 degrees 22'50" West; thence Southwesterly along said curve 232.67 feet; thence South 45 degrees 45'00" West 72.97 feet to the point of beginning. Containing 1.41 acres.

TOGETHER WITH THE FOLLOWING PARCEL: Beginning at a point which is North 82 degrees 17'08" West 53.33 feet and South 45 degrees 45'00" West 73.93 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35 degrees 21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 43 degrees 07'03" West 3865.93 feet and North 82 degrees 17'08" West 53.33 feet and South 45 degrees 45'00" West 73.93 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 45 degrees 45'00" West 162.31 feet; thence North 44 degrees 15'00" West 64.26 feet; thence North 00 degrees 45'00" East 143.01 feet; thence North 45 degrees 45'00" East 61.19 feet; thence South 44 degrees 15'00" East 165.39 feet to the point of beginning. Containing 0.50 acres.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Wells Fargo Bank, National  
Association  
Real Estate Group (AU #2692)  
400 Capitol Mall, Suite 700  
Sacramento, California 95814

Attn: Patty Cabrera  
Loan No. 2537

SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT, ESTOPPEL,  
ATTORNMEN AND NON-DISTURBANCE AGREEMENT  
(LEASE TO DEED OF TRUST)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LEASE BECOMING SUBJECT  
TO AND OF LOWER PRIORITY THAN THE LIEN OF THE DEED OF TRUST (DEFINED  
BELOW).

This SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMEN  
AGREEMENT ("Agreement") is made as of June 24, 1998, by and between MYRIAD  
GENETICS, INC., a Delaware corporation ("Tenant"), and WELLS FARGO BANK,  
NATIONAL ASSOCIATION ("Lender"), with reference to the following facts and  
intentions of the parties:

RECITALS  
-----

A. BOYER RESEARCH PARK ASSOCIATES VI, L.C., a Utah limited liability  
company ("Borrower"), is the ground lessee of the land and improvements commonly  
Exhibit A attached hereto ("Property") and the owner of the landlord's interest  
-----  
in the lease identified in Recital B below ("Lease").

B. Tenant is the owner of the tenant's interest in that lease dated March  
6, 1998, as amended by that certain Amendment to Lease, dated June 24, 1998 (the  
"Lease").

C. Borrower has applied to Lender for a loan ("Loan"), which will be  
secured by, among other things, a Leasehold Construction Deed of Trust and  
Absolute Assignment of Rents and Leases and Security Agreement and Fixture  
Filing ("Deed of Trust") upon the Property.

D. As a condition to making the Loan, Lender has required that Tenant  
furnish certain assurances to, and make certain agreements with, Lender, as set  
forth below.

THEREFORE, The parties agree as follows:

1. SUBORDINATION.  
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1.1 Prior Lien. Except as expressly provided to the contrary in this  
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Agreement, the Deed of Trust, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Lease.

1.2 Condition Precedent. Lender would not make the Loan without this  
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Agreement.

1.3 Entire Agreement. This Agreement shall be the whole agreement  
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and only agreement with regard to the subordination of the Lease to the lien or charge of the Deed of Trust, and shall supersede and cancel, but only insofar as would affect the priority between the Deed of Trust and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

1.4 Disbursements. Lender, in making disbursements pursuant to the  
-----

Note, the Deed of Trust or any loan agreements with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part.

1.5 Subordination. Except as expressly provided to the contrary in  
-----

this Agreement, Tenant intentionally and unconditionally waives, relinquishes and subordinates all of Tenant's right, title and interest in and to the Property, to the lien of the Deed of Trust and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. NON-DISTURBANCE AND ATTORNMENT.  
-----

2.1 Non-Disturbance. So long as there shall exist no breach,  
-----

default or event of default (beyond any period given to Tenant in the Lease to cure such default) on the part of Tenant under the Lease at the time of any foreclosure of the Deed of Trust, Lender agrees that the leasehold interest of Tenant under the Lease shall not be terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Lender shall recognize and accept Tenant as tenant under the Lease subject to the provisions of the Lease.

2.2 Attornment. Should title to the Property and the landlord's  
-----

interest in the Lease be transferred to Lender or any other person or entity ("New Owner") by, or in-lieu of judicial or non-judicial foreclosure of the Deed of Trust, Tenant agrees, for the benefit of New Owner and effective immediately and automatically upon the occurrence of any such transfer, that: (a) Tenant shall pay to New Owner all rental payments required to be made by Tenant pursuant to the terms of the Lease for the remainder of the Lease term; (b) Tenant shall be bound to New Owner in accordance with all of the provisions of the Lease for the remainder of the Lease term; and (c) Tenant hereby attorns to New Owner as its landlord, such attornment to be effective and self-operative without the execution of any further instrument. Upon acquiring the Property, New Owner shall perform landlord's covenants under the Lease arising from and after the date of such acquisition; provided, New Owner shall have no obligation to perform any covenants of landlord under the Lease following any subsequent transfer by New Owner of the landlord's interest in the Lease. If any provision of the Lease (including, without limitation, any provision of the Lease concerning the automatic or optional subordination of the Lease to

a deed of trust) conflicts with any provision of this Section 2.2, the provision of this Section 2.2 shall, to the extent of such conflict, prevail and control.

2.3 Amendment. Notwithstanding anything to the contrary in Sections

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2.1 or 2.2 above, Lender and Tenant agree that, in the event title to the Property and the landlord's interest in the Lease are transferred to a New Owner by or in lieu of judicial or nonjudicial foreclosure of the Deed of Trust, the Lease shall be automatically deemed amended in the following respects only without the need for any further action by New Owner or Tenant: Paragraphs A and B of the Rider to the Lease shall be temporarily suspended and shall be of no force and effect for the period commencing upon Lender's recordation of a Notice of Default in connection with the Loan and continuing until the earlier of (a) two (2) years from such date, or (b) the transfer of the Property to a third party unrelated to Lender, and upon the earlier to occur of (a) or (b), Paragraphs A and B of the Rider to the Lease shall become once again in full force and effect.

3. ESTOPPEL. Tenant warrants and represents to Lender, as of the date

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hereof, that:

3.1 Lease Effective. The Lease has been duly executed and delivered

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by Tenant and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Tenant thereunder are valid and binding, and there have been no modifications or additions to the Lease, written or oral.

3.2 No Default. To the best of Tenant's knowledge: (a) there exists

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no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease either by Tenant or Owner; and (b) Tenant has no existing claims, defenses or offsets against rental due or to become due under the Lease.

3.3 Entire Agreement. The Lease constitutes the entire agreement

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between Borrower and Tenant with respect to the Property, and Tenant claims no rights of any kind whatsoever with respect to the Property, other than as set forth in the Lease.

3.5 Minimum Rent. The "Basic Annual Rent" under the Lease is

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\$679,917.30, subject to any escalation, percentage rent and/or common area maintenance charges provided in the Lease.

3.6 No Deposits or Prepaid Rent. No deposits or prepayments of rent

-----  
have been made in connection with the Lease, except as follows None.

3.7 No Other Assignment. Tenant has received no notice, and is not

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otherwise aware of, any other assignment of the landlord's interest in the Lease.

3.8 No Purchase Option or Refusal Rights. Tenant does not have any

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option or preferential right to purchase all or any part of the Property, except as follows: Tenant has a right of first refusal set forth in Paragraph A of the Rider to the Lease and a purchase option set forth in Paragraph B of the Rider to the Lease, which rights are not subordinated or waived pursuant to Section 1.5 hereof except as provided in Section 2.3 hereof.

4. APPLICATION OF PURCHASE PROCEEDS. If Tenant elects to exercise the

-----  
purchase option for which provision is made in Paragraph B of the Rider to the Lease, Tenant agrees that (a) Tenant shall give Lender at least thirty (30) days advance written notice thereof, and (b) Tenant shall pay the related purchase price, or cause the related purchase price to be paid (as the case may be), directly to Lender to the extent of the outstanding indebtedness under the Loan, and (c) the title acquired by Tenant in

connection with any such transfer shall continue to be subject to the Deed of Trust unless all obligations secured by the Deed of Trust are fully and irrevocably discharged as part of the transaction effecting the transfer.

5. SCOPE OF RIGHT OF FIRST REFUSAL. Tenant acknowledges and agrees that,

notwithstanding anything to the contrary in the Lease, none of the following events shall be deemed to constitute an offer to purchase the Property or any portion thereof for purposes of Paragraph A of the Rider to the Lease, and Tenant shall have no right of first refusal or other rights under Paragraph A of the Rider to the Lease as a result of any such events: (a) the judicial or nonjudicial foreclosure of the Deed of Trust; (b) the delivery of a deed in lieu of judicial or nonjudicial foreclosure of the Deed of Trust; or (c) any offer, notice, pleading, agreement, transaction or other event or condition of any kind arising out of or relating to any of the events referred to in foregoing clauses (a) or (b).

6. MISCELLANEOUS.

6.1 Reliance by Lender. Tenant acknowledges that the representations

and agreements made by Tenant to and with Lender herein constitute a material inducement to Lender to make the Loan, and that Lender would not make the Loan in the absence of this Agreement.

6.2 Heirs, Successors and Assigns. The covenants herein shall be

binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto. Whenever necessary or appropriate to give logical meaning to a provision of this Agreement, the term "Borrower" shall be deemed to mean the then current owner of the Property and the landlord's interest in the Lease.

6.3 Addresses; Request for Notice. All notices and other

communications that are required or permitted to be given to a party under this Agreement shall be in writing and shall be sent to such party, either by personal delivery, by overnight delivery service, by certified first class mail, return receipt requested, or by facsimile transmission, to the address or facsimile number below. All such notices and communications shall be effective upon receipt of such delivery or facsimile transmission. The addresses and facsimile numbers of the parties shall be:

Tenant:

MYRIAD GENETICS, INC.  
320 Wakara Way  
Salt Lake City, Utah 84108  
Attn: Jay Moyes  
FAX No.: (801) 584-3640

Lender:

Wells Fargo Bank, National Association  
Real Estate Group (AU #2692)  
400 Capitol Mall, Suite 700  
Sacramento, California 95814  
FAX NO: (916) 442-4295

provided, however, any party shall have the right to change its address for

notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement.

6.4 Counterparts. This Agreement may be executed in two or more

counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.

6.5 Section Headings. Section headings in this Agreement are for

convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.

6.6 Attorneys' Fees. If any legal action, suit or proceeding is

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commenced between Tenant and Lender regarding their respective rights and obligations under this Agreement, the prevailing party shall be entitled to recover, in addition to damages or other relief, costs and expenses, attorneys' fees and court costs (including, without limitation, expert witness fees). As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. If the party which commenced or instituted the action, suit or proceeding shall dismiss or discontinue it without the concurrence of the other party, such other party shall be deemed the prevailing party.

7. INCORPORATION. Exhibit A and the Borrower's Consent are attached hereto

-----

and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE OWNER TO OBTAIN A LOAN, THE PROCEEDS OF WHICH MAY BE EXPENDED FOR PURPOSES OTHER THAN THE IMPROVEMENT OF THE PROPERTY.

"Lender"

"Tenant"

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

MYRIAD GENETICS, INC.

By /s/ Ted Bodnar

By /s/ Jay M. Moyes

-----  
Name: Ted bodnar, Vice President

-----  
Name: Jay M. Moyes  
Title: Chief Financial Officer

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

OWNER'S CONSENT

-----

The undersigned, which leases the Property and the landlord's interest in the Lease, hereby consents to the execution of the foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT, and to implementation of the agreements and transactions provided for therein.

"Borrower"

BOYER RESEARCH PARK ASSOCIATES VI, L.C.

By: The Boyer Company, L.C.,  
a Utah limited liability company  
Its Manager

By: /s/ Kem C. Gardner

-----  
Kem C. Gardner,  
President and Manager

STATE OF CALIFORNIA )  
                          :  
                          : ss.  
COUNTY OF SACRAMENTO )

The foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT was acknowledged before me this 24th day of August, 1998, by Ted Bodnar, Vice President of Wells Fargo Bank, National Association.

/s/ Lillian M Muncy  
-----  
NOTARY PUBLIC  
Residing at:c/o Wells Fargo Bank, Sacramento, CA  
-----

My Commission Expires:  
11-5-99  
-----

STATE OF UTAH                )  
                              :  
                              : ss.  
COUNTY OF SALT LAKE        )

The foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT was acknowledged before me this 24th day of August, 1998, by Jay Moyes, Chief Financial Officer of Myriad Genetics, Inc., a Delaware corporation.

/s/ Diana Raitt  
-----  
NOTARY PUBLIC  
Residing at:320 Wakara Way, SLC, UT 84108  
-----

My Commission Expires:  
3-24-2001  
-----

STATE OF UTAH                )  
                              :  
                              : ss.  
COUNTY OF SALT LAKE        )

The foregoing SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT was acknowledged before me this 25th day of August, 1998, by Kem C. Gardner, President and Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Boyer Research Park Associates VI, L.C., a Utah limited liability company.

Kimberly Gardner  
-----  
NOTARY PUBLIC  
Residing at:Salt Lake City  
-----

My Commission Expires:  
10-11-99  
-----

EXHIBIT A  
-----

(Description of Property)

EXHIBIT A to SUBORDINATION AGREEMENT AND ESTOPPEL, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT dated as of JUNE 24, 1998, executed by MYRIAD GENETICS, INC., a Delaware corporation, as "Tenant", and WELLS FARGO BANK, NATIONAL ASSOCIATION, as "Lender".

All that certain real property located in the County of Salt Lake, State of Utah, described as follows:

A Parcel of land which is located within the Northwest quarter of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

A. Beginning at a point which is North 82 degrees 17'08" West 53.33 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35 degrees 21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 43 degrees 07'03" West 3865.93 feet and North 82 degrees 17'08" West 53.33 feet from the Southeast Corner Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian; running thence North 44 degrees 13'33" West 16.63 feet; thence North 45 degrees 45'00" East 16.74 feet; thence North 44 degrees 15'00" West 171.77 feet; thence North 45 degrees 45'00" East 21.15; thence North 44 degrees 15'00" West 70.99 feet; thence North 45 degrees 45'00" East 327.50 feet; thence South 67 degrees 42'00" East 18.27 feet to a non-radial curve with a radius of 225.00 feet, which radius bears South 67 degrees 50'48" East; thence Southerly along said curve to a distance of 171.88 feet to a reverse curve, with a radius of 200.00 feet, which radius bears South 68 degrees 22'50" West; thence Southwesterly along said curve 232.67 feet; thence South 45 degrees 45'00" West 72.97 feet to the point of beginning.

B. Together with the following parcel beginning at a point which is North 82 degrees 17'08" West 53.33 feet and South 45 degrees 45'00" West 73.93 feet from a Salt Lake City Monument in the intersection of Wakara Way (2235 East) and Colorow Drive (2410 East) using as a basis of bearing the Salt Lake City Monument in the intersection of Tabby Lane (2330 East) and Colorow Drive (2410 East) which bearing is South 35 degrees 21'39" East, which beginning point is on the right-of-way corner of Wakara Way and is also North 43 degrees 07'03" West 3865.93 feet and North 82 degrees 17'08" West 53.33 feet and South 45 degrees 45'00" West 73.93 feet from the Southeast Corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence South 45 degrees 45'00" West 162.31 feet; thence North 44 degrees 15'00" West 64.26 feet; thence North 00 degrees 45'00" East 143.01 feet; thence North 45 degrees 45'00" East 61.19 feet; thence South 44 degrees 15'00" East 165.39 feet to the point of beginning.

MYRIAD GENETICS, INC.  
STATEMENT REGARDING COMPUTATION OF NET LOSS PER SHARE

	Three Months Ended	
	September 30, 1998	September 30, 1997
Net loss	----- (\$2,702,502)	----- (\$1,795,801)
Basic and diluted weighted average common shares outstanding	----- 9,342,942	----- 9,237,843
Net loss per share	=====	=====



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

U.S. DOLLARS

3-MOS		
	JUN-30-1999	
	JUL-01-1998	
	SEP-30-1998	
	1	
	9,230,572	
	38,469,783	
	744,944	
	75,000	
	0	
	17,587,371	
	19,296,551	
	6,653,087	
	62,808,386	
	7,780,387	
	0	
	0	
	93,557	
	54,934,442	
62,808,386		
	913,470	
	5,559,986	
	602,872	
	8,975,777	
	19,441	
	0	
	2,371	
	(2,702,502)	
	0	
(2,702,502)		
	0	
	0	
	0	
	(2,702,502)	
	(.29)	
	(.29)	