SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-QSB

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

For the quarterly period ended December 31, 1999
Commission File No. 0-22307

SENESCO TECHNOLOGIES, INC.
(Exact Name of Small Business Issuer as Specified in Its Charter)

Delaware	84-1368850
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)

34 Chambers Street, Princeton, New Jersey 08542
(Address of Principal Executive Offices) (Zip Code)

(609) 252-0680
(Issuer's Telephone Number, Including Area Code)

Check whether the Issuer: (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the past 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:

State the number of shares outstanding of each of the Issuer's classes of common stock, as of December 31, 1999:

Class	Number of Shares
Common Stock, $.01 par value	6,212,134

Transitional Small Business Disclosure Format (check one):

Yes: No: X

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION.

ITEM 1. FINANCIAL STATEMENTS.

Certain information and footnote disclosures required under generally accepted accounting principles have been condensed or omitted from the following consolidated financial statements pursuant to the rules and regulations of the Securities and Exchange Commission, although Senesco Technologies, Inc. (the "Company") and its subsidiary, Senesco, Inc., a New Jersey corporation ("Senesco"), believe that the disclosures are adequate to assure that the information presented is not misleading in any material respect.

The results of operations for the interim periods presented herein are not necessarily indicative of the results to be expected for the entire fiscal year.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED BALANCE SHEET

(unaudited)

	December 31, 1999
ASSETS	
CURRENT ASSETS:	
Cash	$ 125,465
Total Current Assets	$ 125,465
Equipment, net	75,409
Intangible assets, net	61,220
Security deposit	10,863
TOTAL ASSETS	$ 272,957
LIABILITIES AND STOCKHOLDERS' EQUITY	
CURRENT LIABILITIES:	
Accounts payable	161,515
Accrued expenses	5,728
Total Current Liabilities	167,243
Grant payable	10,573
TOTAL LIABILITIES	177,816
STOCKHOLDERS' EQUITY:	
Preferred stock, 5,000,000 shares, $0.01 par value, authorized; 0 shares issued and outstanding	--
Common stock, 20,000,000 shares, $0.01 par value, authorized; 6,212,134 issued and outstanding	62,121
Capital in excess of par	3,739,445
Deficit accumulated during the development stage	(2,163,799)
Deferred fees	(1,542,626)
Total Stockholders' Equity	95,141
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 272,957

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

(unaudited)

	For the Three Months Ended December 31, 1999	For the Three Months Ended December 31, 1998	For the Six Months Ended December 31, 1999	From Inception on July 1, 1998 through December 31, 1998	From Inception on July 1, 1998 through December 31, 1999
Revenue	$ --	$ --	$ --	$ --	$ --
Operating Expenses:					
General and administrative	410,864	240,051	797,995	325,230	1,780,392
Research and development	77,609	9,000	196,809	9,000	370,270
Total Operating Expenses	488,473	249,051	994,804	334,230	2,150,662
Interest expense, net	--	--	--	--	13,137
Net Loss	$ (488,473)	$ (249,051)	$ (994,804)	$ (334,230)	$(2,163,799)
Basic Net Loss Per Share	$ (0.08)	$ (0.12)	$ (0.16)	$ (0.17)	$ --
Basic Weighted Average Number of Shares Outstanding	6,212,134	1,999,796	6,212,134	1,999,796	--

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)

FROM INCEPTION ON JULY 1, 1998 THROUGH DECEMBER 31, 1999 (unaudited)

	Common Stock		Capital in Excess of Par Value	Deficit Accumulated During the Development Stage	Deferred Fees	Total
	Shares	Amount				
Common stock outstanding.....	999,898	$ 1,500	$ (1,500)	$ --	$ --	$ --
Contribution of capital through payment of expenses...	--	--	85,179	--	--	85,179
Issuance of common stock in reverse merger on January 22, 1999 at $0.0015 per share.....	1,700,000	2,550	(2,550)	--	--	--
Issuance of common stock for cash on May 21, 1999 at $5.26875 per share.....	379,597	569	1,995,413	--	--	1,995,982
Issuance of common stock for placement fees on May 21, 1999 at $0.0015 per share.....	26,572	40	(40)	--	--	--
Fair market value of options and warrants granted on September 7, 1999.....	--	--	484,192	--	(388,196)	95,996
Two for one stock split, reincorporation, and change in par value to $0.01 effective September 30, 1999.....	3,106,067	57,462	(57,462)	--	--	--
Fair market value of warrants granted on October 1, 1999....	--	--	325,000	--	(262,200)	62,800
Fair market value of warrants granted on December 15, 1999..	--	--	911,213	--	(892,230)	18,983
Net loss.....	--	--	--	(2,163,799)	--	(2,163,799)
Balance at December 31, 1999..	6,212,134	$ 62,121	$3,739,445	$(2,163,799)	$(1,542,626)	$ 95,141

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS

(unaudited)

	For the Six Months Ended December 31, 1999	From Inception on July 1, 1998 through December 31, 1998	From Inception on July 1, 1998 through December 31, 1999
Cash flows used in operating activities:			
Net loss	$ (994,804)	$ (334,230)	$ (2,163,799)
Adjustments to reconcile net loss to cash used in operating activities:			
Capital contributed through payment of expenses by stockholder	--	85,179	85,179
Issuance of stock options and warrants for services.	177,779	--	177,779
Depreciation and amortization	8,576	999	12,579
(Increase) decrease in operating assets:			
Prepaid expense	12,542	--	--
Patent costs	(20,353)	(26,157)	(63,488)
Security deposit	--	(10,863)	(10,863)
Increase (decrease) in operating liabilities:			
Accounts payable	(8,218)	34,831	161,515
Accrued expenses	2,874	--	5,728
Cash flows used in operating activities	(821,604)	(250,241)	(1,795,370)
Cash flows from investing activity:			
Purchase of equipment	(10,195)	(29,854)	(85,720)
Cash flows provided by financing activity:			
Proceeds from grant	10,573	--	10,573
Proceeds from loans	--	290,640	--
Proceeds from issuance of common stock	--	--	1,995,982
Cash flows provided by financing activities	10,573	290,640	2,006,555
Net increase (decrease) in cash	(821,226)	10,545	125,465
Cash at beginning of period	946,691	--	--
Cash at end of period	$ 125,465	$ 10,545	$ 125,465
Supplemental disclosures of cash flow information:			
Interest paid	$ --	$ --	$ 22,270

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

NOTE 1 - BASIS OF PRESENTATION:

The financial statements included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations.

In the opinion of the Company's management, the accompanying unaudited consolidated financial statements contain all adjustments, consisting solely of those which are of a normal recurring nature, necessary to present fairly its financial position as of December 31, 1999, the results of its operations for the three months ended December 31, 1999 and 1998, the results of its operations and cash flows for the six months ended December 31, 1999 and for the period from inception on July 1, 1998 through December 31, 1998 and for the period from inception on July 1, 1998 through December 31, 1999.

Interim results are not necessarily indicative of results for the full fiscal year.

Senesco, a wholly-owned subsidiary of the Company, was incorporated on November 24, 1998 and is the successor entity to Senesco, L.L.C., a New Jersey limited liability company, which was formed on June 25, 1998 but commenced operations on July 1, 1998. This transfer was accounted for at historical cost in a manner similar to a pooling of interest with the recording of net assets acquired at their historical book value.

Senesco is a development stage company that was organized to commercially exploit technology acquired and developed in connection with the identification and characterization of genes which control the aging of fruits, flowers, vegetables and crops.

NOTE 2 - LOSS PER SHARE:

Basic loss per common share is computed by dividing the loss by the weighted average number of common shares outstanding during the period. During the period from inception on July 1, 1998 through December 31, 1999 there were no dilutive securities outstanding. During the quarter ending December 31, 1999, shares to be issued upon the exercise of options and warrants are not included in the computation of loss per share as their effect is anti-dilutive.

NOTE 3 - SIGNIFICANT EVENTS:

In July 1999, a Joint Venture, to which the Company is a 50% owner, applied for and received a conditional grant from the Israel - United States Binational Research and Development Foundation (the "BIRD Foundation"). This agreement will allow the Joint Venture to receive $340,000 over a four-year period. During the six months ended December 31, 1999 the Company received $10,573 from the BIRD Foundation for research and development expenses the Company has incurred which are associated with the research and development efforts of the Joint Venture. Grants received from the BIRD Foundation will be paid back only upon the commercial success of the Joint Venture, as defined.

On September 7, 1999, pursuant to the Company's 1998 Stock Incentive Plan (the "Plan"), the Company granted options to purchase an aggregate of 407,000 shares of the Company's common stock (the "Options"), as follows: (i) 200,000 Options to Directors of the Company, with one-half of the Options vesting on September 7, 1999 and one-half of the Options vesting on June 30, 2000, 40,000 of such Options were granted at an exercise price of $3.85, and the remaining 160,000 Options were granted at an exercise price of $3.50; (ii) 30,000 Options to members of the Company's Scientific Advisory Board at an exercise price equal to $3.50 per share, vesting upon the completion of a one year term on January 31, 2000; (iii) 90,000 Options to Officers of the Company, with 36,666 Options vesting on the date of grant, 20,000 Options vesting on June 30, 2000, 16,667 Options vesting on the first anniversary from the date of grant, and 16,667 Options vesting on the second anniversary from the date of grant, 40,000 of such Options were granted at an exercise price of $3.85, and the remaining 50,000 Options were granted at an exercise price of $3.50; and (iv) 87,000 Options to the Company's employees and consultants, at an exercise price equal to $3.50 per share, with 16,334 Options vesting on the date of grant, 5,000 Options vesting on July 15, 2000, 24,000 Options vesting on the first anniversary from the date of grant, 23,998 Options vesting on the second anniversary from the date of grant, and 17,668 Options vesting on the third anniversary from the date of grant.

On September 7, 1999, the Company granted to their patent counsel as partial consideration for services rendered, options to purchase 10,000 shares of the Company's common stock, at an exercise price equal to $3.50 per share, with 3,332 options vesting on the date of grant, 3,334 options vesting on the first anniversary of the date of grant, and 3,334 options vesting on the second anniversary of the date of grant. Such options were granted outside of the Company's Plan.

Christopher Forbes, a director of the Company, is Vice-Chairman of Forbes, Inc., which publishes Forbes Magazine, a leading business publication. Forbes, Inc. has provided and will continue to provide the Company with advertising, introductions to strategic alliance partners and, from time to time, use of its office space, entertainment facilities and various other support services. The value of the past and future services are approximately $205,000. In recognition of the these past services and services to be provided in the future, the Board of Directors approved and granted to Forbes, Inc., a warrant to purchase 80,000 shares of common stock, at an exercise price of $3.50 per share, which was the closing bid on the NASD OTC Bulletin Board on the date of grant. Such warrant vests as follows: 20,000 on the date of grant and 20,000 on each of the first, second and third anniversary of the date of grant.

On September 29, 1999, the Board of Directors of the Company approved and declared a 2-for-1 forward stock split (the "Stock Split"). Stockholders of record as of the close of business on October 8, 1999 received one (1) additional share of the Company's common stock for every one (1) share of common stock held on that date. The Stock Split became effective on the NASD OTC Bulletin Board on October 25, 1999. All share and per share amounts provided in the foregoing financial statements and the following text have been restated to reflect the Stock Split as of September 30, 1999.

On September 30, 1999, the Board of Directors of the Company approved the reincorporation of the Company solely for the purpose of changing its state of incorporation from the state of Idaho to the state of Delaware.

On October 1, 1999, the Board of Directors of the Company ratified the Advisory and Consulting Agreement with the Parenteau Corporation, Inc. ("Parenteau") which was dated as of January 22, 1999 (the "Consulting Agreement"). The Consulting Agreement provides for, among other things, that Parenteau will provide financial consulting and other related services to the Company for a term of one year, in exchange for the issuance of warrants. The Company has agreed to renew the Consulting Agreement until January 22, 2001. Pursuant to the terms of the Consulting Agreement, the Company has granted to Parenteau warrants to purchase an aggregate of 100,000 shares of the Company's common stock, at an exercise price equal to $3.50. Such warrants vest as follows: 20,000 shares on October 1, 1999, 30,000 shares on September 30, 2000, 30,000 shares on September 30, 2001 and 20,000 shares on December 31, 2001.

On December 15, 1999, the Board of Directors of the Company approved the Investor Relations Agreement (the "Investor Relations Agreement") with Strategic Growth International, Inc. ("SGI"), a public relations firm, for a term of two (2) years; provided, however, the Company has the right to terminate the agreement on each of the following dates upon thirty (30) days written notice: January 14, 2000, June 14, 2000, December 14, 2000 and June 14, 2001. The Investor Relations Agreement provides for, among other things, that SGI will receive warrants with various registration rights. SGI has been granted warrants to purchase an aggregate of 300,000 shares of the Company's common stock, at an exercise price equal to $3.50. Such warrants vest as follows: 100,000 shares on December 15, 1999, 66,666 shares on June 15, 2000, 66,667 shares on December 15, 2000 and 66,667 shares on June 15, 2001. Notwithstanding the foregoing, in the event the Company terminates the agreement as provided above, the Company has the right to rescind any remaining unvested warrants.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND PLAN OF OPERATION.

OVERVIEW

History and Organization

On March 27, 1997, Nava Leisure USA, Inc., an Idaho Corporation ("Nava"), voluntarily registered its common stock under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in order to make information concerning itself more readily available to the public. On January 22, 1999, Nava merged with and into Senesco, Inc., a New Jersey corporation ("Senesco"), and the stockholders of Senesco received newly issued, unregistered and restricted common stock of Nava such that the stockholders of Senesco acquired a majority of Nava's outstanding common Stock (the "Merger"). Pursuant to the Merger, Nava changed its name to Senesco Technologies, Inc. (herein referred to as the "Company"), and Senesco remained a wholly-owned subsidiary of the Company.

On September 29, 1999, the Company declared a 2-for-1 stock split (the "Stock Split") of its common stock which became effective on the NASD OTC Bulletin Board on October 25, 1999. All share amounts and per share prices stated herein have been adjusted to reflect such Stock Split.

On September 30, 1999, the Company reincorporated from the state of Idaho to the state of Delaware.

Business of the Company

The business of the Company is currently operated through Senesco, its wholly-owned subsidiary. The primary business of the Company is the development, for future commercial exploitation, of potentially significant technology in connection with the identification and characterization of genes (such as the lipase gene and the DHS gene) and other genes which the Company believes control the aging (senescence) of all plant tissues (flowers, fruits and vegetables).

Senescence in plant tissues is the natural aging of these tissues. Loss of cellular membrane integrity, attributable to the DHS gene's activation of the lipase gene expression, is an early event during the senescence of all plant tissues that prompts the deterioration of fresh flowers, fruits and vegetables. This loss of integrity, which is attributable to the formation of lipid metabolites in membrane bilayers that "phase-separate," causes the membranes to become "leaky." A decline in cell function ensues leading to deterioration and eventual death (spoilage) of the tissue.

The Company believes that the technology presently utilized by the industry for controlling senescence and increasing the shelf life of flowers, fruits and vegetables relies on reducing ethylene biosynthesis, and hence only has application to a limited number of plants that are ethylene-sensitive.

The Company's research and development plan focuses on four major groups of consumer products: fruits, vegetables, flowers and row crops. The Company's research and development efforts seek to isolate and characterize the lipase gene and DHS gene in an example from each of these four categories. Once a gene is characterized, the Company seeks to create a transgenic (i.e., genetically altered) example of each plant to show proof of concept in each category. The Company is presently focusing on tomato, carnation, arabidopsis and banana plants. The Company is successfully proceeding towards the benchmarks for ultimate gene isolation and gene characterization, and transformation for these four plants according to the internal time-table defined in the Company's research and development plan.

Within the next year, as work is completed on these four plants, the Company will continue its research and development strategy by expanding the altered lipase and DHS gene technology into a variety of other commercially viable agricultural crops, such as corn, soybeans, lettuce and strawberries, among others. The Company is also identifying and characterizing other genes that are involved in the aging (senescence) process. Following the development of altered lipase and altered DHS seedlings and seeds, if successful, the Company's overall marketing strategy is expected to be flexible in order to allow for differences in plant reproduction and farming procedures customarily utilized in different sectors of the broad agricultural and horticultural markets, including, but not limited to, licensing its technology to larger agro-bio distributors. There can be no assurance, however, that the Company's research and development efforts will be successful, or if successful, that the Company will be able to commercially exploit its technology.

Joint Venture

On May 14, 1999, the Company entered into a joint venture agreement with Rahan Meristem Ltd., an Israeli company engaged in the worldwide export marketing of banana germ-plasm (the "Joint Venture"). The Company will contribute, by way of a limited, exclusive world-wide license to the Joint Venture, access to its technology, discoveries, inventions, know-how (patentable or otherwise), pertaining to plant genes and their cognate expressed proteins that are induced during senescence (plant aging) for the purpose of developing, on a joint basis, genetically altered banana plants which will result in a "longer shelf life" banana. Rahan Meristem Ltd. will contribute its technology, inventions and know-how with respect to banana plants. The Joint Venture is owned equally by each of the parties. There can be no assurance, however, that the Company's Joint Venture will be successful, or if successful, that the Company will be able to commercially exploit its technology.

The Joint Venture applied for and received a conditional grant which totals $340,000 over a four year period from the Israel - U.S. Binational Research and Development (the "BIRD") Foundation (the "BIRD Grant"). The Joint Venture will receive a conditional grant in the first year equal to $94,890 which constitutes 50% of the Joint Venture's year one research and development budget. Pursuant to the BIRD Grant, such grant, along with certain royalty payments, shall only be repaid to the BIRD Foundation upon the commercial success of the Joint Venture's technology, which success is measured based upon certain benchmarks and/or milestones achieved by the Joint Venture. Such benchmarks are reported periodically to the Foundation by the Joint Venture. Moreover, to date, the Company has received $10,573 from the BIRD Foundation for research and development expenses the Company has incurred which are associated with the research and development efforts of the Joint Venture.

INTELLECTUAL PROPERTY

Research and Development Agreement

The inventor of the Company's technology, John E. Thompson, Ph.D., is the Dean of Science at the University of Waterloo in Waterloo, Ontario and was appointed as the Executive Vice President of Research and Development of the Company. Dr. Thompson is also a stockholder of the Company and owns 13.68% of the outstanding shares of the common stock of the Company as of December 31, 1999. Senesco entered into a three-year research and development agreement, dated as of September 1, 1998, with Dr. Thompson and the University of Waterloo (the "Research and Development Agreement"). The Research and Development Agreement provides that the University of Waterloo shall perform research and development under the direction of Senesco, and Senesco shall pay for the cost of such work and make certain payments totaling $750,000 Canadian (as specified therein).

The Company's future research and development program focuses on the discovery and development of new gene technologies which aim to extend shelf life and to confer other positive traits on fruits, flowers, vegetables and row crops. Over the next twelve months, the Company plans the following research and development initiatives: (A) the isolation of new genes in the arabidopsis plant and tomato plant at the University of Waterloo; (B) the isolation of new genes in the carnation plant pursuant to an informal agreement with Dr. Sasha Vainstein of Hebrew University; and (C) the isolation of new genes in the banana plant through the Joint Venture. Transgenic plants that possess new beneficial traits such as drought and disease protection will then be developed in each of these varieties. The Company also plans to expand its research and development initiative beyond these four plants into a variety of other crops.

Patent Applications

Dr. Thompson and his colleagues, Dr. Yuwen Hong and Dr. Katalin Hudak, filed a patent application on June 26, 1998 (the "Original Patent Application") to protect their invention, which is directed to methods for controlling senescence in plants. Drs. Thompson, Hong and Hudak have assigned all of their rights in and to the Original Patent Application and any other applications filed in the United States or elsewhere with respect to the invention and/or improvements thereto to Senesco. The Company succeeded to the assignment and ownership of the Original Patent Application. Drs. Thompson, Hong and Hudak filed an amendment to the Original Patent Application on February 16, 1999 (the "Amended Patent Application" and together with the Original Patent Application, the "First Patent Application") titled "DNA Encoding A Plant Lipase, Transgenic Plants and a Method for Controlling Senescence in Plants." The Amended Patent Application serves as a continuation of the Original Patent Application. Concurrent with the filing of the Amended Patent Application with the PTO and as in the case of the Original Patent Application, Drs. Thompson, Hong and Hudak assigned all of their rights in and to the Amended Patent Application and any other applications filed in the United States or elsewhere with respect to such invention and/or improvements thereto to Senesco. Drs. Thompson, Hong and Hudak have received shares of restricted common stock of the Company in consideration for the assignment of the First Patent Application. The inventions, which were the subject of the First Patent Application, include a method for controlling senescence of plants, a vector containing a cDNA whose expression regulates senescence, and a transformed

microorganism expressing the lipase of cDNA. Management believes that the inventions provide a means for delaying deterioration and spoilage, which could greatly increase the shelf-life of fruits, vegetables, and flowers by silencing or substantially repressing the expression of the lipase gene induced coincident with the onset of senescence.

The Company filed a second patent application (the "Second Patent Application") on July 6, 1999, titled "DNA Encoding A Plant Deoxyhypusine Synthase, Transgenic Plants and A Method for Controlling Programmed Cell Death in Plants." The inventors named on the patent are Dr. Thompson, Dr. Tzann-Wei Wang, and Dr. Dongen Lily Lu. Concurrent with the filing of the Second Patent Application with the PTO and as in the case of the First Patent Application, Drs. Thompson, Wang and Lu assigned all of their rights in and to the Second Patent Application and any other applications filed in the United States or elsewhere with respect to such invention and/or improvements thereto to Senesco. Drs. Thompson, Wang and Lu have received options to purchase common stock of the Company in consideration for the assignments of the Second Patent Application. The inventions include a method for the genetic modification of plants to control the onset of either age-related or stress-induced senescence, an isolated DNA molecule encoding a senescence induced gene, and an isolated protein encoded by the DNA molecule. There can be no assurance that patent protection will be granted with respect to the First Patent Application or the Second Patent Application or that, if granted, the validity of such patents will not be challenged. Furthermore, there can be no assurance that claims of infringement upon the proprietary rights of others will not be made, or if made, could be successfully defended against.

Competition

The Company's competitors in the field of delaying plant senescence through genetic modification are companies that develop and produce transgenic plants. Such companies include: Agritope Inc.; Dekalb Genetics; AgrEvo; Bionova Holding Corporation; and Garst Seed Company, among others. The Company believes that its proprietary technology is unique and, therefore, places the Company at a competitive advantage in the industry. However, there can be no assurance that its competitors will not develop a similar product with superior properties or at greater cost-effectiveness than the Company.

Government Regulation

At present, the U.S. federal government regulation of biotechnology is divided among three agencies. The U.S. Department of Agriculture (the "USDA") regulates the import and interstate movement of specific types of genetic engineering that may be used in the creation of transgenic plants. The Environmental Protection Agency (the "EPA") regulates activity related to the invention of plant pesticides and herbicides, which may include certain kinds of transgenic plants. The Food and Drug Administration (the "FDA") regulates foods derived from new plant varieties. The FDA requires that transgenic plants meet the same standards for safety that are required for all other plants and foods in general. Except in the case of additives that significantly alter a food's structure, the FDA does not require any additional standards or specific approval for genetically engineered foods but expects transgenic plant developers to consult the FDA before introducing a new food into the market place.

The Company believes that its current activities, which to date have been confined to research and development efforts, do not require licensing or approval by any governmental regulatory agency. The Company may be required, however, to obtain such licensing or approval from the governmental regulatory agencies described above prior to the commercialization of its genetically engineered plants. There can be no assurance that such licensing or approval by any governmental regulatory agency will be obtained in a timely manner, if at all. In addition, government regulations are subject to change and, in such event, there can be no assurance that the Company may not be subject to additional regulations or require such licensing or approval in the future.

Employees

The Company currently has seven employees, four of whom are currently executive officers and are involved in the management of the Company.

The officers are assisted by a Scientific Advisory Board made up of prominent experts in the field of transgenic plants. A. Carl Leopold, Ph.D. serves as Chairman of the Scientific Advisory Board. He is currently a member and a W.H. Crocker Scientist Emeritus of the Boyce Thompson Institute for Plant Research at Cornell University. Dr. Leopold has held numerous academic appointments and memberships, including staff member of the Science and Technology Policy Office during the Nixon and Ford Administrations, and positions with the National Science Foundation and the National Aeronautics and Space Administration. Alan B. Bennett, Ph.D., and William R. Woodson, Ph.D. are the other members of the Scientific Advisory Board. Dr. Bennett is the Associate Dean of the College of Agricultural and Environmental Sciences at the University of California, Davis. His research interests include: the molecular biology of tomato fruit development and ripening; the molecular basis of membrane transport; and cell wall disassembly. Dr. Woodson is the Associate Dean of Agriculture and Director of Agricultural Research Programs at Purdue University. He has been a visiting professor at many universities worldwide including the John Innis Institute in England and the Weizmann Institute of Science in Israel. Dr. Woodson is a world-recognized expert in horticultural science and serves on numerous international and national committees and professional societies.

In addition to his service on the Scientific Advisory Board, the Company utilizes Dr. Bennett as a consultant experienced in the transgenic plant industry.

Furthermore, pursuant to the Research and Development Agreement, the majority of the Company's research and development activities are conducted at the University of Waterloo under the supervision of Dr. Thompson. The Company utilizes the University's substantial research staff including graduate and post-graduate researchers.

The Company anticipates hiring additional employees in the next year to meet needs created by possible expansion of its marketing activities and product development.

Safe Harbor Statement

Certain statements included in this Form 10-QSB, including, without limitation, statements regarding the anticipated growth in the markets for the Company's services, the continued development of the lipase and DHS gene technology, the approval of the Company's Patent Applications, the possibility of governmental approval in order to sell or offer for sale to the general public a genetically engineered plant or plant product, the successful implementation of the Joint Venture with Rahan Meristem Ltd., the success of the Research and Development Agreement, statements relating to the Company's Patent Applications, the anticipated longer term growth of the Company's business, and the timing of the projects and trends in future operating performance, are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. The factors discussed herein and others expressed from time to time in the Company's filings with the Securities and Exchange Commission could cause actual results and developments to be materially different from those expressed in or implied by such statements. The Company does not undertake to update any forward-looking statements.

LIQUIDITY AND CAPITAL RESOURCES

Overview

As of December 31, 1999, the Company's cash balance was $125,465, and the Company's working capital deficiency was $41,778. As of December 31, 1999, the Company had a tax loss carry-forward of $2,163,799 to off-set future taxable income. There can be no assurance, however, that the Company will be able to take advantage of any or all of such tax loss carry-forward, if at all, in future fiscal years.

Financing Needs

To date, the Company has not generated any revenues. The Company has not been profitable since inception, may incur additional operating losses in the future, and may require additional financing to continue the development and subsequent commercialization of its technology. While the Company does not expect to generate significant revenues from the sale of products in the near future, the Company may enter into licensing or other agreements with marketing and distribution partners that may result in license fees, revenues from contract research, or other related revenue.

The Company expects its capital requirements to increase significantly over the next several years as it commences new research and development efforts, undertakes new product developments, increases sales and administration infrastructure and embarks on developing in-house business capabilities and facilities. The Company's future liquidity and capital funding requirements will depend on numerous factors, including, but not limited to, the levels and costs of the Company's research and development initiatives and the cost and timing of the expansion of the Company's sales and marketing efforts.

The Company anticipates that it will be able to fund operations over the next twelve (12) months. To enable the Company to fund its research and development and commercialization efforts, including the hiring of additional employees, in December 1999, the Company initiated its second private placement of shares of restricted common stock of the Company.

In addition, the Company anticipates receiving additional funds from the BIRD Grant to assist in funding its Joint Venture. See "Management's Discussion and Analysis of Financial Condition and Plan of Operation."

Year 2000 Compliance

The Company has assessed its state of readiness with respect to the Year 2000 problem. The Company's management has reviewed and tested the Company's internal business systems for Year 2000 compliance. The Company believes that, based on results of such review and testing, the Company's internal business systems, including its computer systems, are Year 2000 compliant. The Company has not and does not anticipate any material future expenditures relating to the Year 2000 compliance of its internal systems.

In addition, the Company receives data derived from the computer systems of various sources, which data or software may or may not be Year 2000 compliant. Although the Company is currently taking steps to address the impact, if any, of the Year 2000 problem relating to the data received from its clients, failure of such computer systems to properly address the Year 2000 problem may adversely affect the Company's business, financial condition, results of operations or cash flows.

Since January 1, 2000, the Company has not had any Year 2000-related problems associated with its internal systems or software, and is not aware of any Year 2000-related problems associated with the systems or software of its vendors, distributors or suppliers. Although the Company expects most material Year 2000 compliance problems to have arisen or occurred on or after January 1, 2000, there can be no assurance, however, that the Year 2000 problem will not adversely affect the Company's business, financial condition, results of operations or cash flows. It is possible that further Year 2000-related problems will arise after January 1, 2000. For example, the date "February 29, 2000" may present problems for non-compliant systems or software.

The Year 2000 disclosures discussed above are based on numerous expectations which are subject to uncertainties. Certain risk factors which could have a material adverse effect on the Company's results of operations and financial condition include, but are not limited to; failure to identify critical systems which will experience failures, errors in the remediation efforts, inability to obtain new replacements for non-compliant systems or equipment, general economic downturn relating to Year 2000 failures in the U.S. and in other countries, failures in global banking systems and capital markets, or extended failures by public and private utility companies or common carriers supplying services to the Company.

PLAN OF OPERATION

Six Months Ended December 31, 1999 and From Inception on July 1, 1998 to December 31, 1998

The Company is a development stage company, and revenues for each of the quarters ended December 31, 1999 ("Second Quarter of Fiscal 2000") and December 31, 1998 ("Second Quarter of Fiscal 1999") were zero. Operating expenses in each of the Second Quarters of Fiscal 2000 and Fiscal 1999 were comprised of general and administrative expenses, sales and marketing expenses and research and development expenses. Operating expenses for each of the Second Quarters of Fiscal 2000 and Fiscal 1999 were $488,473 and $249,051, respectively, an increase of $239,422 or 96.0%.

General and administrative expenses in each of the Second Quarters of Fiscal 2000 and Fiscal 1999 consisted primarily of professional salaries and benefits, depreciation and amortization, professional and consulting services, office rent and corporate insurance. General and administrative expenses were $410,864 in the Second Quarter of Fiscal 2000 and $240,051 in the Second Quarter of Fiscal 1999. The increase during the Second Quarter of Fiscal 2000 of $170,813 or 71.0%, from the corresponding Fiscal 1999 quarter, resulted primarily from the significant increase in operating activities.

Research and development expenses in each of the Second Quarters of Fiscal 2000 and Fiscal 1999 consisted of professional salaries and benefits, fees associated with Research and Development Agreement and allocated overhead charged to research and development projects. Research and development expenses during each of the Second Quarters of Fiscal 2000 and Fiscal 1999 were $77,609 and $9,000, respectively. The increase during the Second Quarter of Fiscal 2000 of $68,609, or 762.0%, from the Second Quarter of Fiscal 1999, resulted primarily from the significant increase in operating activities.

Period From Inception on July 1, 1998 through December 31, 1999

The Company is a development stage company. From inception through December 31, 1999, the Company had no revenues.

The Company has incurred losses each year since inception and has an accumulated deficit of $2,163,799 at December 31, 1999. The Company expects to continue to incur losses over, approximately, the next two to three years from expenditures on research, product development, marketing and administrative activities.

The Company does not expect to generate significant revenues from product sales for, approximately, the next two to three years during which the Company will engage in significant research and development efforts. However, the Company may enter into licensing or other agreements with marketing and distribution partners that may result in license fees, revenues from contract research, and other related revenues. No assurance can be given, however, that such research and development efforts will result in any commercially viable products, or that any licensing or other agreements with marketing and distribution partners will be entered into and result in revenues. Successful future operations will depend on the Company's ability to transform its research and development activities into commercializable products.

PART II. OTHER INFORMATION.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS.

On October 1, 1999, the Board of Directors of the Company ratified the Advisory and Consulting Agreement with the Parenteau Corporation, Inc. ("Parenteau") which was dated as of January 22, 1999 (the "Consulting Agreement"). The Consulting Agreement provides for, among other things, that Parenteau will provide financial consulting and other related services to the Company for a term of one year, in exchange for the issuance of warrants. The Company has agreed to renew the Consulting Agreement until January 22, 2001. Pursuant to the terms of the Consulting Agreement, the Company has granted to Parenteau warrants to purchase an aggregate of 100,000 shares of the Company's common stock, at an exercise price equal to $3.50. Such warrants vest as follows: 20,000 shares on October 1, 1999, 30,000 shares on September 30, 2000, 30,000 shares on September 30, 2001 and 20,000 shares on December 31, 2001. See "Item 5. Other Information."

On December 15, 1999, the Board of Directors of the Company approved the Investor Relations Agreement (the "Investor Relations Agreement") with Strategic Growth International, Inc. ("SGI"), a public relations firm, for a term of two (2) years; provided, however, the Company has the right to terminate the agreement on each of the following dates upon thirty (30) days written notice: January 14, 2000, June 14, 2000, December 14, 2000 and June 14, 2001. The Investor Relations Agreement provides for, among other things, that SGI will receive warrants with various registration rights. SGI has been granted warrants to purchase an aggregate of 300,000 shares of the Company's common stock, at an exercise price equal to $3.50. Such warrants vest as follows: 100,000 shares on December 15, 1999, 66,666 shares on June 15, 2000, 66,667 shares on December 15, 2000 and 66,667 shares on June 15, 2001. Notwithstanding the foregoing, in the event the Company terminates the agreement as provided above, the Company has the right to rescind any remaining unvested warrants. See "Item 5. Other Information."

No underwriter was employed by the Company in connection with the issuance of the securities described above. The Company believes that the issuance of the foregoing securities was exempt from registration under Section 4(2) of the Securities Act of 1933, as amended (the "Act"), as transactions not involving a public offering and such securities having been acquired for investment and not with a view to distribution. No public offering was involved and the securities were acquired only by accredited investors and only for investment and not with a view to distribution. Appropriate legends have been affixed to the foregoing securities, and all recipients had adequate access to information about the Company.

ITEM 4. SHAREHOLDER VOTE

(a) The Annual Meeting of Stockholders of the Company (the "Meeting") was held on November 30, 1999.

(b) The Company's Board of Directors is divided into the following two classes: (i) Class A consists of four Directors each of whom are elected to a one-year term; and (ii) Class B consists of one Director who is elected to a two-year term. The following is a complete list of the current Class A Directors of the Company, each of whom were elected at the Meeting, and whose term of office continued after the Meeting:

Phillip O. Escaravage
Christopher Forbes
Thomas C. Quick
Ruedi Stalder

Steven Katz is the current Class B Director of the Company and he has been appointed to serve as such Director until the 2000 Annual Meeting of Stockholders.

(c) There were 5,065,382 shares of common stock of the Company, $.01 par value (the "Common Stock") present at the Meeting in person or by proxy out of a total number of 6,212,134 shares of Common Stock issued and outstanding and entitled to vote at the Meeting.

(i) The additional proposals and results of the vote of the stockholders taken at the Meeting by ballot and by proxy as solicited by the Company on behalf of the Board of Directors were as follows:

(A) The results of the vote taken at the Meeting for the election of the Class A nominees for the Board of Directors of the Company were as follows:

Nominee	Class	For	Withheld
Phillip O. Escaravage	A	5,065,382	0
Christopher Forbes	A	5,065,382	0
Thomas C. Quick	A	5,065,382	0
Ruedi Stalder	A	5,065,382	0

(B) A vote was taken on the proposal to ratify the appointment of Goldstein, Golub & Kessler, LLP as independent auditors of the Company for the fiscal year ending June 30, 2000. The results of the vote taken at the Meeting with respect to such appointment were as follows:

For	Against	Abstain
5,057,332	0	8,050

ITEM 5. OTHER INFORMATION.

Financial Consulting Agreement

On October 1, 1999, the Board of Directors of the Company ratified the Advisory and Consulting Agreement with the Parenteau Corporation, Inc. which was dated as of January 22, 1999. See "Item 2. Changes in Securities and Use of Proceeds."

Investor Relations Agreement

On December 15, 1999, the Board of Directors of the Company approved the Investor Relations Agreement with Strategic Growth International, Inc. See "Item 2. Changes in Securities and Use of Proceeds."

Private Placement

In December 1999, the Company initiated its second private placement for shares of restricted common stock of the Company.

Management Restructuring

Subsequent to the end of the quarter, on January 10, 2000, the Company completed a partial restructuring of its executive management. Phillip O. Escaravage, the Company's Founder and former Chairman, Chief Executive Officer, President and Treasurer became the Vice Chairman of the Company's Board of Directors. The Company named Ruedi Stalder, a member of the Company's Board of Directors, as its Chairman and Chief Executive Officer. In addition, the Company named Steven Katz, also a member of the Company's Board of Directors, as its President, Chief Operating Officer and Treasurer.

Each of Messrs. Escaravage, Stalder, and Katz will remain Directors of the Company. Mr. Stalder has been a member of the Company's Board of Directors since February 1999. Mr. Katz has been a member of the Company's Board of Directors since January 1999 and has served as a consultant to the Company since July 1998.

Reconstitution of Compensation and Audit Committees

In connection with the management restructuring, Christopher Forbes, a current outside director on the Company's Board of Directors since January 1999, was appointed to serve on the Compensation Committee to replace Mr. Stalder, and Thomas C. Quick, also a current outside director on the Company's Board of Directors since February 1999, was appointed to serve on the Audit Committee to replace Mr. Stalder. Each of the Compensation Committee and Audit Committee are currently comprised of Mr. Forbes, Mr. Katz and Mr. Quick.

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

(a) Exhibits.

4.1 Form of Warrant with the Parenteau Corporation.

4.2 Form of Warrant with Strategic Growth International, Inc.

10.1 Financial Advisory and Consulting Agreement, dated as of January 22, 1999, made by and between the Company and the Parenteau Corporation.

10.2 Investor Relations Agreement, dated as of December 15, 1999, made by and between the Company and Strategic Growth International, Inc.

(b) Reports on Form 8-K.

On January 18, 2000, the Company filed a report on Form 8-K relating to the Company's management restructuring.

SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

SENESCO TECHNOLOGIES, INC.

DATE: February 14, 2000

By: /s/ Ruedi Stalder

Ruedi Stalder, Chairman and Chief Executive Officer
(Principal Executive Officer)

DATE: February 14, 2000

By: /s/ Steven Katz

Steven Katz, President, Chief Operating Officer, and Treasurer
(Principal Financial and Accounting Officer)

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

WARRANT TO PURCHASE SHARES OF COMMON STOCK
OF SENESCO TECHNOLOGIES, INC.

Dated: October 1, 1999

This certifies that the Parenteau Corporation, Inc. (the "Holder"), for value received is entitled, subject to the terms set forth below, to purchase from Senesco Technologies, Inc., a Delaware corporation (the "Company"), One Hundred Thousand (100,000) fully paid and nonassessable shares, on a post-Stock Split adjusted basis ("Stock Split" is defined as the two-for-one forward stock split of the Company's Common Stock effective October 25, 1999) (the "Warrant Shares"), of the Company's common stock, $.01 par value (the "Common Stock"), at a price of $3.50 per share (the "Exercise Price").

1. Exercise Price. The Exercise Price is $3.50 for each share of Common Stock, which is the Fair Market Value per share of Common Stock on the date hereof, as determined by the Board. Fair Market Value shall mean the closing price of the Company's Common Stock as reported on the NASD OTC Bulletin Board, Nasdaq National Market, Nasdaq SmallCap Market, or such other stock exchange.

2. Exercise of Warrant. This Warrant shall be exercisable during its term as follows:

(i) Right to Exercise

(a) Subject to subsections 3(i)(b) and (c) below, shares subject to this Warrant shall become exercisable based upon the following schedule until all of such shares are exercisable:

Vesting Period	Number of Shares Exercisable
October 1, 1999	20,000
September 30, 2000	30,000
September 30, 2001	30,000
December 31, 2001	20,000

(b) This Warrant may not be exercised for a fraction of a Share.

(c) In no event may this Warrant be exercised after the date of expiration of the term of this Warrant as set forth in Section 8 below.

(ii) Method of Exercise. This Warrant shall be exercisable by written notice in the form attached as Exhibit A, which shall state the election to exercise the Warrant, the number of Shares in respect of which the Warrant is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company. Such written notice shall be signed by Holder and shall be delivered in person or by certified mail to the President, Secretary or Chief Financial Officer of the Company or such other agent designated in writing by the Company. The written notice shall be accompanied by payment of the exercise price. This Warrant shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the exercise price. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Warrant Stock, notwithstanding the exercise of the Warrant. The Company shall issue (or cause to be issued) such stock certificate promptly upon exercise of the Warrant.

No shares will be issued pursuant to the exercise of a Warrant unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Holder on the date on which the Warrant is exercised with respect to such Shares.

4. Investment Representations; Restrictions on Transfer.

(i) By receipt of this Warrant, by its execution and by its exercise in whole or in part, Holder represents to the Company the following:

(a) Holder understands that this Warrant and any Shares purchased upon

its exercise are securities, the issuance of which requires compliance with federal and state securities laws.

(b) Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Holder is acquiring these securities for investment for Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(c) Holder acknowledges and understands that the securities constitute "restricted securities" under the Securities Act and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Holder further acknowledges and understands that the Company is under no obligation to register the securities. Holder understands that the certificate evidencing the securities will be imprinted with a legend which prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion

of counsel satisfactory to the Company and any other legend required under applicable state securities laws.

(d) Holder is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of exercise of the Warrant by the Holder, such exercise will be exempt from registration under the Securities Act. In the event the Company later becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter the securities exempt under Rule 701 may be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including among other things: (1) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934); and, in the case of an affiliate, (2) the availability of certain public information about the Company, and the amount of securities being sold during any three-month period not exceeding the limitations specified in Rule 144(e), if applicable. Notwithstanding this paragraph 4(i)(d), the Holder acknowledges and agrees to the restrictions set forth in paragraph 4(ii) below.

In the event that the Company does not qualify under Rule 701 at the time of exercise of the Warrant, then the securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires among other things: (1) the availability of certain public information about the Company; (2) the resale occurring not earlier than the time period prescribed by Rule 144 after the party has purchased, and made full payment for, within the meaning of Rule 144, the securities to be sold; and (3) in the case of an affiliate, or of a non-affiliate who has held the securities less than the time period prescribed by Rule 144, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934) and the amount of securities being sold during any three month period not exceeding the specified limitations stated therein, if applicable.

(ii) Holder agrees, in connection with an underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by Holder (other than those shares included in the registration) without the prior written consent of the underwriters managing such underwritten public offering of the Company's securities for a period of one hundred eighty (180) days from the effective date of such registration (the "Lock Up Period"), and (2) further agrees to execute any agreement reflecting clause (1) above, or extending the Lock Up Period, as may be requested by the underwriters at the time of the public offering.

5. Method of Payment. Payment of the exercise price shall be made by cash or check.

6. Restrictions on Exercise. This Warrant may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under the Code of Federal Regulations as promulgated by the Federal Reserve Board. As a condition to the exercise of this Warrant, the Company may require Holder to make any representation and warranty to the Company as may be required by any applicable law or regulation.

7. Non-Transferability of Warrant. This Warrant may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of Holder only by Holder. The terms of this Warrant shall be binding upon the executors, administrators, heirs, successors and assigns of Holder.

8. Term of Warrant. This Warrant may not be exercised more than ten years from the date of grant of this Warrant, and may be exercised during such term only in accordance with the terms of this Warrant Agreement.

9. Adjustments Upon Changes in Capitalization or Merger. The number of shares of Common Stock covered by each outstanding Warrant shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to a Warrant.

In the event of the proposed dissolution or liquidation of the Company, the Board shall notify the Holder at least fifteen (15) days prior to such proposed action. To the extent it has not been previously exercised, the Warrant will terminate immediately prior to the consummation of such proposed action. In the event of a merger or consolidation of the Company with or into another corporation or the sale of all or substantially all of the Company's assets (hereinafter, a "merger"), the Warrant shall be assumed or an equivalent warrant shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation. In the event that such successor corporation does not agree to assume the Warrant or to substitute an equivalent warrant, the Board shall, in lieu of such assumption or substitution, provide for the Holder to have the right to exercise the Warrant as to all of the Warrant Stock, including Shares as to which the Warrant would not otherwise be exercisable. If the Board makes a Warrant fully exercisable in lieu of assumption or substitution in the event of a merger, the Board shall notify the Holder that the Warrant shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the Warrant will terminate upon the expiration of such period. For the purposes of this paragraph, the Warrant shall be considered assumed if, following the merger, the Warrant or

right confers the right to purchase, for each Share of stock subject to the Warrant immediately prior to the merger, the consideration (whether stock, cash, or other securities or property) received in the merger by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger was not solely common stock of the successor corporation or its Parent, the Board may, with the consent of the successor corporation and the participant, provide for the consideration to be received upon the exercise of the Warrant, for each Share of stock subject to the Warrant, to be solely common stock of the successor corporation or its Parent equal in Fair Market Value to the per share consideration received by holders of Common Stock in the merger or sale of assets.

10. Repurchase Rights of the Company. The Holder understands that the Company has the option to repurchase any Shares issued by the Company upon the exercise of any portion of this Agreement, provided, however, that such issuances were made pursuant to the exercise of Warrants prior to the effective date of the Company's initial underwritten public offering of the Company's securities. Such repurchases shall be at the Fair Market Value of the Shares repurchased as of the date on which the Company exercises such option.

11. Taxation Upon Exercise of Warrant. Holder understands that, upon exercise of this Warrant, Holder will recognize income for tax purposes in an amount equal to the excess of the then Fair Market Value of the Shares over the exercise price. Holder hereby agrees to notify the Company in writing within thirty (30) days after the date of any such disposition. Upon a resale of such Shares by the Holder, any difference between the sale price and the Fair Market Value of the Shares on the date of exercise of the Warrant will be treated as capital gain or loss.

12. Tax Consequences. The Holder understands that any of the foregoing references to taxation are based on federal income tax laws and regulations now in effect. The Holder has reviewed with the Holder's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Holder is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Holder understands that the Holder (and not the Company) shall be responsible for the Holder's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

DATED: October 1, 1999

SENESCO TECHNOLOGIES, INC.

By: _____

Sascha P. Fedyszyn, Vice President

HOLDER ACKNOWLEDGES AND AGREES THAT THIS WARRANT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A CONSULTANT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH HOLDER'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Holder has reviewed this Warrant Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Warrant Agreement and fully understands all provisions of this Warrant Agreement. Holder agrees to notify the Company upon any change in the residence address indicated below.

Dated: _____

_____

Name: _____

Residence Address:

_____

_____

_____

Social Security No. _____

EXHIBIT A

NOTICE OF EXERCISE OF WARRANT

TO:

FROM:

DATE:

RE: Exercise of Warrant

I hereby exercise my Warrant to purchase _____ shares of Common Stock at $_____ per share (total exercise price of $_____), effective today's date. This notice is given in accordance with the terms of my Warrant Agreement dated _____, 19__. The warrant price and vested amount is in accordance with Sections 2 and 3 of the Warrant Agreement.

Attached is a check payable to Senesco Technologies, Inc. for the total exercise price of the shares being purchased, if applicable, or such other method of payment as provided by Section 5 of the Warrant Agreement. The undersigned confirms the representations made in Section 4 of the Warrant Agreement.

Please prepare the stock certificate in the following name(s):

_____

_____

If the stock is to be registered in a name other than your name, please so advise the Company. The Warrant Agreement requires the Company's approval for registration in a name other than your name and requires certain agreements from any joint owner.

Sincerely,

_____
(Signature)

_____
(Print or Type Name)

Letter and consideration
received on _____, 20__.

By:
_____

THE SECURITY REPRESENTED BY THIS CERTIFICATE HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH SALE OR DISPOSITION MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933.

WARRANT TO PURCHASE SHARES OF COMMON STOCK
OF SENESCO TECHNOLOGIES, INC.

DATED: DECEMBER 15, 1999

In connection with that certain Investor Relations Agreement (the "Investor Relations Agreement"), made by and between the Company and the Holder, dated as of the date hereof, this certifies that Strategic Growth International, Inc. (the "Holder"), for value received, is entitled, subject to the terms set forth below, to purchase from Senesco Technologies, Inc., a Delaware corporation (the "Company"), Three Hundred Thousand (300,000) fully paid and nonassessable shares (the "Warrant Shares"), on a post-Stock Split adjusted basis ("Stock Split" is defined as the two-for-one forward stock split of the Company's Common Stock effective October 25, 1999), of the Company's common stock, $.01 par value (the "Common Stock"), at a price of $3.50 per share (the "Exercise Price").

1. Exercise Price. The Exercise Price is $3.50 for each share of Common Stock, which is the Fair Market Value per share of Common Stock on the date hereof, as determined by the Board. Fair Market Value shall mean the closing price of the Company's Common Stock as reported on the NASD OTC Bulletin Board, Nasdaq National Market, Nasdaq SmallCap Market, or such other stock exchange.

2. Exercise of Warrant. This Warrant shall be exercisable during its term as follows:

(i) Right to Exercise

(a) Subject to subsections 3(i)(b), (c) and (d) below, shares subject to this Warrant shall become exercisable based upon the following schedule until all of such shares are exercisable:

Vesting Period	Number of Shares Exercisable
December 15, 1999	100,000
June 15, 2000	66,666
December 15, 2000	66,667
June 15, 2001	66,667

(b) This Warrant may not be exercised for a fraction of a Share.

(c) In no event may this Warrant be exercised after the date of expiration of the term of this Warrant as set forth in Section 8 below.

(d) Notwithstanding the foregoing, if the Investor Relations Agreement is terminated in accordance with the terms of such agreement, then the Company will have the right to rescind any remaining unvested Warrant Shares.

(ii) Method of Exercise. This Warrant shall be exercisable by written notice in the form attached as Exhibit A, which shall state the election to exercise the Warrant, the number of Shares in respect of which the Warrant is being exercised, and such other representations and agreements as to the holder's investment intent with respect to such shares of Common Stock as may be required by the Company. Such written notice shall be signed by Holder and shall be delivered in person or by certified mail to the President, Secretary or Chief Financial Officer of the Company or such other agent designated in writing by the Company. The written notice shall be accompanied by payment of the exercise price. This Warrant shall be deemed to be exercised upon receipt by the Company of such written notice accompanied by the exercise price. Until the issuance (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company) of the stock certificate evidencing such Shares, no right to vote or receive dividends or any other rights as a shareholder shall exist with respect to the Warrant Stock, notwithstanding the exercise of the Warrant. The Company shall issue (or cause to be issued) such stock certificate promptly upon exercise of the Warrant.

No shares will be issued pursuant to the exercise of a Warrant unless such issuance and such exercise shall comply with all relevant provisions of law and the requirements of any stock exchange upon which the Shares may then be listed. Assuming such compliance, for income tax purposes the Shares shall be considered transferred to the Holder on the date on which the Warrant is exercised with respect to such Shares.

4. Investment Representations; Restrictions on Transfer.

(i) By receipt of this Warrant, by its execution and by its exercise in whole or in part, Holder represents to the Company the following:

(a) Holder understands that this Warrant and any Shares purchased upon its exercise are securities, the issuance of which requires compliance with federal and state securities laws.

(b) Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the securities. Holder is acquiring these securities for investment for Holder's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act of 1933, as amended (the "Securities Act").

(c) Holder acknowledges and understands that the securities constitute "restricted securities" under the Securities Act and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Holder further acknowledges and understands that the Company is under no obligation to register the securities. Holder understands that the certificate evidencing the securities will be imprinted with a legend which prohibits the transfer of the securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable state securities laws.

(d) Holder is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of exercise of the Warrant by the Holder, such exercise will be exempt from registration under the Securities Act. In the event the Company later becomes subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, ninety (90) days thereafter the securities exempt under Rule 701 may be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including among other things: (1) the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934); and, in the case of an affiliate, (2) the availability of certain public information about the Company, and the amount of securities being sold during any three-month period not exceeding the limitations specified in Rule 144(e), if applicable. Notwithstanding this paragraph 4(i)(d), the Holder acknowledges and agrees to the restrictions set forth in paragraph 4(ii) below.

In the event that the Company does not qualify under Rule 701 at the time of exercise of the Warrant, then the securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which requires among other things: (1) the availability of certain public information about the Company; (2) the resale occurring not earlier than the time period prescribed by Rule 144 after the party has purchased, and made full payment for, within the meaning of Rule 144, the securities to be sold; and (3) in the case of an affiliate, or of a non-affiliate who has held the securities less than the time period prescribed by Rule 144, the sale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934) and the amount of securities being sold during any three month period not exceeding the specified limitations stated therein, if applicable.

(ii) Holder agrees, in connection with an underwritten public offering of the Company's securities, (1) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock of the Company held by Holder (other than those shares included in the registration) without the prior written consent of the underwriters managing such underwritten public offering of the Company's securities for a period of one hundred eighty (180) days from the effective date of such registration (the "Lock Up Period"), and (2) further agrees to execute any agreement reflecting clause (1) above, or extending the Lock Up Period, as may be requested by the underwriters at the time of the public offering.

5. Method of Payment. Payment of the exercise price shall be made by cash or check.

6. Restrictions on Exercise. This Warrant may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any applicable federal or state securities or other law or regulation, including any rule under the Code of Federal Regulations as promulgated by the Federal Reserve Board. As a condition to the exercise of this Warrant, the Company may require Holder to make any representation and warranty to the Company as may be required by any applicable law or regulation.

7. Non-Transferability of Warrant. This Warrant may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of Holder only by Holder. The terms of this Warrant shall be binding upon the executors, administrators, heirs, successors and assigns of Holder.

8. Term of Warrant. This Warrant may not be exercised more than ten years from the date of grant of this Warrant, and may be exercised during such term only in accordance with the terms of this Warrant Agreement.

9. Adjustments Upon Changes in Capitalization or Merger. The number of shares of Common Stock covered by each outstanding Warrant shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to a Warrant.

In the event of the proposed dissolution or liquidation of the Company, the Board shall notify the Holder at least fifteen (15) days prior to such proposed action. To the extent it has not been previously exercised, the Warrant will terminate immediately prior to the consummation of such proposed action. In the event of a merger or consolidation of the Company with or into another corporation or the sale of all or substantially all of the Company's assets (hereinafter, a "merger"), the Warrant shall be assumed or an equivalent warrant shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation. In the event that such successor corporation does not agree to assume the Warrant or to substitute an equivalent warrant, the Board shall, in lieu of such assumption or substitution, provide for the Holder to have the right to exercise the Warrant as to all of the Warrant Stock, including Shares as to which the Warrant would not otherwise be exercisable. If the Board makes a Warrant fully exercisable in lieu of assumption or substitution in the event of a merger, the Board shall notify the Holder that the Warrant shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the Warrant will terminate upon the expiration of such period. For the purposes of this paragraph, the Warrant shall be considered assumed if, following the merger, the Warrant or right confers the right to purchase, for each Share of stock subject to the Warrant immediately prior to the merger, the consideration (whether stock, cash, or other securities or property) received in the merger by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the merger was not solely common stock of the successor corporation or its Parent, the Board may, with the consent of the successor corporation and the participant, provide for the consideration to be received upon the exercise of the Warrant, for each Share of stock subject to the Warrant, to be solely common stock of the successor corporation or its Parent equal in Fair Market Value to the per share consideration received by holders of Common Stock in the merger or sale of assets.

10. Repurchase Rights of the Company. The Holder understands that the Company has the option to repurchase any Shares issued by the Company upon the exercise of any portion of this Agreement, provided, however, that such issuances were made pursuant to the exercise of Warrants prior to the effective date of the Company's initial underwritten public offering of the Company's securities. Such repurchases shall be at the Fair Market Value of the Shares repurchased as of the date on which the Company exercises such option.

11. Taxation Upon Exercise of Warrant. Holder understands that, upon exercise of this Warrant, Holder will recognize income for tax purposes in an amount equal to the excess of the then Fair Market Value of the Shares over the exercise price. Holder hereby agrees to notify the Company in writing within thirty (30) days after the date of any such disposition. Upon a resale of such Shares by the Holder, any difference between the sale price and the Fair Market Value of the Shares on the date of exercise of the Warrant will be treated as capital gain or loss.

12. Tax Consequences. The Holder understands that any of the foregoing references to taxation are based on federal income tax laws and regulations now in effect. The Holder has reviewed with the Holder's own tax advisors the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement. The Holder is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Holder understands that the Holder (and not the Company) shall be responsible for the Holder's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

DATED: December 15, 1999

SENESCO TECHNOLOGIES, INC.

By: _____
Sascha P. Fedyszyn
Vice President - Corporate Development

HOLDER ACKNOWLEDGES AND AGREES THAT THIS WARRANT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A CONSULTANT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH HOLDER'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE CONSULTING RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE.

Holder has reviewed this Warrant Agreement in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Warrant Agreement and fully understands all provisions of this Warrant Agreement. Holder agrees to notify the Company upon any change in the residence address indicated below.

Dated: _____

_____

Name: _____

Residence Address:

_____

_____

_____

Social Security No. _____

EXHIBIT A

NOTICE OF EXERCISE OF WARRANT

TO:

FROM:

DATE:

RE: Exercise of Warrant

I hereby exercise my Warrant to purchase _____ shares of Common Stock at $_____ per share (total exercise price of $_____), effective today's date. This notice is given in accordance with the terms of my Warrant Agreement dated _____, 19__. The warrant price and vested amount is in accordance with Sections 2 and 3 of the Warrant Agreement.

Attached is a check payable to Senesco Technologies, Inc. for the total exercise price of the shares being purchased, if applicable, or such other method of payment as provided by Section 5 of the Warrant Agreement. The undersigned confirms the representations made in Section 4 of the Warrant Agreement.

Please prepare the stock certificate in the following name(s):

_____

_____

If the stock is to be registered in a name other than your name, please so advise the Company. The Warrant Agreement requires the Company's approval for registration in a name other than your name and requires certain agreements from any joint owner.

Sincerely,

_____
(Signature)

_____
(Print or Type Name)

Letter and consideration
received on _____, 20__.

By:
_____

ADVISORY AND CONSULTING AGREEMENT

This Advisory and Consulting Agreement (the "Agreement"), effective as of the 22nd day of January, 1999, by and between SENESCO TECHNOLOGIES, INC., a Delaware corporation having its principal place of business at 34 Chambers Street, Princeton, New Jersey 08542 (the "Company") and PARENTEAU CORPORATION INC., a company duly incorporated under the Canada Business Corporations Act having its principal place of business at 4446 St. Laurent Blvd., Suite 801, Montreal, Quebec (the "Consultant"):

WHEREAS, the Company is a publicly held company whose common stock (the "Common Stock") is quoted on the National Association of Securities Dealers Electronic Bulletin Board under the symbol "SENO"; and

WHEREAS, the Company wishes to engage Consultant to assist the Company in conducting financial advisory activities and Consultant wishes to accept such engagement, all upon the terms and subject to the conditions contained in this agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual consideration and promises contained herein and intending to be bound, hereby agree as follows:

1. APPOINTMENT.

The Company hereby appoints Consultant, and Consultant agrees to serve as, financial advisory consultant to the Company, all upon the terms, and subject to the conditions of this Agreement. Consultant's appointment shall be non-exclusive.

2. TERM.

The term of this Agreement shall begin on the date first set forth above and shall continue until the date that is one (1) year from the date of this Agreement, unless earlier terminated by either party hereto pursuant to Paragraph 9 below. This agreement shall be renewed for successive one (1) year periods, provided the Company gives written notice to the Consultant of its intention to renew this Agreement, which notice must be given at least sixty (60) days prior to the end of the initial term or any renewal term thereof and the Consultant accepts such renewal in writing prior to the end of any such term.

3. DUTIES OF CONSULTANT.

The services to be performed by Consultant shall consist of providing corporate finance, marketing and shareholder relations including assisting the Company in communications with shareholders, analysts, stockbrokers, institutional investors and traders, the various news media and other members of the financial community. Consultant agrees to act in the best interests of the Company at all times.

Consultant's duties will include:

(a) arranging interviews with Company management and the financial news media;

(b) arranging meetings and teleconferences between Company management and analysts, brokers, traders, money managers and other members of the financial community;

(c) attending industry conferences at the request of the Company and promoting the Company's attendance at such conferences within the financial community;

(d) such other related duties as shall be mutually agreed upon by the Company and Consultant in furtherance of the purpose of increasing the exposure of the Company in the financial community and enhancing long-term shareholder value.

4. SECURITIES LAWS, RULES AND REGULATIONS.

The Company and Consultant hereby acknowledge that they are aware of their respective duties and obligations under the United States Federal and State securities laws, rules and regulations and Canadian securities laws, rules and regulations including, but not limited to, those laws concerning the dissemination of information and trading on material non-public information. To ensure that these duties and obligations are met, the parties hereto agree that:

(a) The Company shall provide Consultant with true, accurate and complete copies of all:

(i) materials filed by the Company with the United States Securities and Exchange Commission (the "Commission") and with the securities regulatory authorities of any State or other jurisdiction;

(ii) press releases disseminated by the Company;

(iii) written communications by the Company with shareholders, analysts, stockbrokers, money managers, traders or other members of the financial community;

(iv) product and service brochures and marketing or advertising materials prepared by or on behalf of the Company to promote its products and services; and

(v) news or trade publication articles regarding the Company, its management or its products and services.

(b) The Company hereby represents and warrants that any materials provided to Consultant pursuant to the terms of this Agreement will be true, accurate and complete and will not contain any materially misleading statements and will not fail to contain any statements necessary to ensure that the statements contained therein are not materially misleading. Any delivery of materials to Consultant hereunder shall constitute a separate ongoing representation and warranty by the Company to this effect. In the absence of notice to the contrary to Consultant pursuant to Paragraph 4(c) below, Consultant shall be entitled to continue to rely upon information provided to Consultant by the Company under this Agreement.

(c) The Company will notify Consultant of the occurrence of any event that would (1) result in any issuance of securities of the Company (other than the grant of stock options to employees, consultants or directors), (2) involve incurrence of material debt not in the ordinary course of business, (3) otherwise result in any material change in the capitalization of the Company, (4) materially impair or encumber any substantial portion of its assets, (5) materially affect the business or prospects of the Company or (6) result in any information previously provided to Consultant being misleading or failing to contain information required to make the information contained therein not misleading unless corrected information had been otherwise disclosed by the Company correcting such information or it could be reasonably understood that such information was incorrect. Notwithstanding the foregoing, the Consultant shall not be entitled to rely upon information which Consultant knows, or should know, is inaccurate or misleading.

(d) Consultant agrees that it will not disclose any information not publicly available regarding the Company nor will Consultant disclose any information to any party that the Company advises Consultant not to disclose and will comply fully with Paragraph 7 concerning confidentiality of information.

5. COMPENSATION.

As compensation to the Consultant for the services to be rendered under this Agreement, the Company agrees:

(a) to issue and deliver to Consultant simultaneously with the execution and delivery of this Agreement, warrants to purchase 100,000 shares of the Company's Common Stock, on a post-Stock Split adjusted basis ("Stock Split" is defined as the two-for-one forward stock split of the Company's Common Stock effective October 25, 1999), which warrants shall be exercisable at a price of $3.50 per share pursuant to the terms of an executed warrant agreement. Such

warrants shall vest as follows: 20,000 shares on October 1, 1999, 30,000 shares on September 30, 2000; 30,000 shares on September 30, 2001 and 20,000 shares on December 31, 2001.

(b) the Company also agrees to reimburse Consultant for any expenses incurred by Consultant in rendering the services contemplated under this Agreement; provided however, the Consultant receives prior written consent from the Company for each such expenditure in excess of $500.

6. STATUS AS INDEPENDENT CONTRACTOR.

The parties intend and acknowledge that Consultant is acting as an independent contractor and not as an employee of the Company. The Consultant shall receive no benefits enjoyed by employees of the Company. It is expressly understood and agreed that the Consultant shall have no authority to act, represent or bind the Company or any affiliate thereof in any manner, except as may be agreed expressly by the Company from time to time. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar arrangement between the Company and Consultant or to render either party responsible for any debts or liabilities of the other (except as specifically set forth in Paragraph 8 below). Consultant shall have full discretion in determining the amount of time and activity to be devoted to rendering the services contemplated this Agreement. The Company shall not be responsible for any withholding in respect of taxes or any other deductions in respect of the fees to be paid to Consultant and all such amounts shall be paid without any deduction or withholding, and the Consultant shall be solely responsible for payment of all taxes of any type for any consideration given to Consultant.

7. CONFIDENTIALITY.

(a) Consultant acknowledges that in connection with the services to be rendered under this Agreement, Consultant may be provided with Confidential Information of the Company. Consultant agrees at all times during the term of this Agreement and thereafter, to hold in strictest confidence, and not to use, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. Consultant understands that "Confidential Information" means any Company proprietary information, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, financial or other business information disclosed to the Consultant by the Company either directly or indirectly in writing, orally or by observation. Consultant further understands that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of the Consultant or others who were under confidentiality obligations as to the item or items involved.

(b) The Company acknowledges that Consultant will, in rendering the services to be rendered hereunder, be employing lists and other materials that are proprietary to Consultant. The Company acknowledges that any such materials that are specifically designated in writing to the Company to be proprietary to Consultant will remain the property of Consultant and the Company will treat such materials as confidential information of Consultant and will not disclose or disseminate any such confidential information to any person, firm or other business entity except to those employees, consultants or other independent contractors of the Company or Consultant as shall be necessary or advisable for the carrying out of the purposes of this Agreement and who are under a similar obligation of confidentiality.

8. INDEMNIFICATION.

The Company shall indemnify and hold harmless Consultant from any claims, liabilities, losses, damages or expenses, including legal fees, arising out of or in connection with the services rendered by Consultant pursuant to this Agreement, unless such claims, liabilities, losses, damages or expenses, including legal fees, arise out of the gross negligence, willful misconduct or any violation of law by the Consultant. The Consultant shall indemnify and hold harmless the Company for any claims, liabilities, losses, damages or expenses, including legal fees, arising out of the gross negligence, willful misconduct or any violation of law by the Consultant, unless such claims, liabilities, losses, damages or expenses, including legal fees, arise out of the gross negligence, willful misconduct or any violation of law by the Company.

9. TERMINATION.

(a) Notwithstanding anything herein to the contrary, either party may terminate this Agreement at anytime in writing.

(b) Any termination made herein shall not relieve either party of its obligations under Paragraph 8.

10. AMENDMENTS, MODIFICATIONS, WAIVERS, ETC.

No amendment or modification to this Agreement, nor any waiver of any term or provision hereof, shall be effective unless it shall be in writing and signed by both parties. No waiver of any term or provision shall be construed as a waiver of any other term or condition of this Agreement, nor shall it be effective as to any other instance unless specifically stated in a writing conforming with the provisions of this Paragraph 10.

11. SUCCESSORS AND ASSIGNS.

This Agreement shall be enforceable against any successors in interest, if any, to the Company and Consultant. Neither the Company nor Consultant shall assign any of their respective rights or obligations hereunder without the written consent of the other in each instance.

12. NOTICES.

Any notices required or permitted to be given under this Agreement shall be effective one day after sending by overnight delivery to the respective addresses in the recitals to this Agreement unless the address for notice to either party shall have been changed by a notice given in accordance with this Paragraph 12 or immediately upon receipt of notice by e-mail or facsimile transmission.

13. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey, USA. Any dispute arising out of this Agreement shall be adjudicated in the courts of the State of New Jersey or in the federal courts sitting in the District of New Jersey and each of the Company and Parenteau Corporation, Inc. hereby agrees that service of process upon it by registered mail at its address shown in this Agreement shall be deemed adequate and lawful.

* * * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 19th day of January, 2000.

PARENTEAU CORPORATION INC.	SENESCO TECHNOLOGIES, INC.
By: /s/ Francois Parenteau	By: /s/ Steven Katz
Name: Francois Parenteau	Name: Steven Katz
Title: Chief Executive Officer	Title: President, Chief Operating Officer and Treasurer

DECEMBER 15, 1999

Mr. Phillip Escaravage
Chairman
SENESCO TECHNOLOGIES, INC.
34 Chambers Street
Princeton, NJ 08542

Dear Phillip:

This letter is to confirm and summarize the agreement under which STRATEGIC GROWTH INTERNATIONAL, INC. ("SGI") will serve as Investor Relations Consultant to SENESCO TECHNOLOGIES, INC. ("THE COMPANY").

DUTIES:

As Investor Relations Consultant, we will:

a) Consult with the management of THE COMPANY on Investor Relations aspects of shareholder communications, including arranging and conducting meetings with the professional investment community and investor groups; communicating the corporate message to specified audiences, and enhancing relations with security analysts and the financial press.

b) Help develop and implement a comprehensive Investor Relations program.

c) Provide professional staff services as may be reasonably required to help the Company carry out its programs and objectives.

The scope of SGI's services shall not include any activities related to or regarding the raising of funds. Such activities shall be subject to a separate agreement.

THE COMPANY agrees to indemnify and hold harmless SGI from and against any and all losses, claims, damages, expenses or liabilities, including reasonable attorney's fees and costs, which SGI may incur based upon information, representations, reports or data furnished by THE COMPANY to the extent that such material is furnished, prepared or approved by SENESCO TECHNOLOGIES, INC. for use by SGI.

SGI shall indemnify and hold THE COMPANY harmless from and against any\all claims, losses, liabilities, damages and expenses including reasonable attorney's fees and costs arising from inaccurate or misleading statements or communications issued by SGI without prior approval of THE COMPANY.

OUT OF POCKET EXPENSES:

THE COMPANY will reimburse SGI for all reasonable, pre-approved out-of-pocket disbursements, including travel expenses, made in the performance of its duties under this agreement. Items, such as luncheons with the professional investment community, graphic design and printing, postage, long distance telephone calls, etc., will be billed as incurred.

RECORDS AND RECORD KEEPING:

SGI will maintain accurate records of all out-of-pocket expenditures incurred on behalf of THE COMPANY. Authorization for projects and operating activities with costs exceeding $500.00 will be obtained in advance before commitments are made.

TERMS OF PAYMENT:

Billings will be done monthly for the coming month. Expenses and charges will be included in the following month's bill. Payment is due within ten (10) days upon receipt of invoice. The payment for the initial month is due upon the signing of this agreement.

SERVICE FEES:

THE COMPANY will pay SGI a monthly retainer fee of $8,000.00 for services under this agreement.

THE COMPANY agrees to grant to SGI warrants to purchase 300,000 shares of THE COMPANY'S common stock at $3.50, the closing bid price of the stock on DECEMBER 7, 1999. Such warrants will have piggyback registration rights for a period of three years from the date of this Agreement. In the event SGI cannot register the underlying shares within 18 months of the date of this Agreement, then THE COMPANY will grant to SGI demand registration rights for a period of one year from such 18 month period. All such registration rights shall be subject to a registration rights agreement to be executed by THE COMPANY and SGI.

The warrants shall be exercisable for a period of five years from the date of this agreement. The warrants shall be adjusted for any and all recapitalizations, including splits, dividends, etc. Such warrants may be transferred in whole or in part to one or more officers of THE COMPANY. The 300,000 warrants shall vest as follows:

100,000	on December 15, 1999
66,666	on June 15, 2000
66,667	on December 15, 2000
66,667	on June 15, 2001

CONFIDENTIALITY

SGI agrees to keep confidential, and not to disclose to any third parties, without discussion with THE COMPANY, any Confidential Information. With respect to Confidential Information, it shall be understood not to include:

(i) publicly available information;
(ii) information received from third parties who are not officers, employees or agents of THE COMPANY;
(iii) information required to be disclosed by applicable law, regulation, certified public accountant or court proceeding.

In addition, SGI shall not use any Confidential Information to trade THE COMPANY'S securities for its own account when it is in possession of material non-public information.

TERMS OF AGREEMENT:

This agreement shall commence on DECEMBER 15, 1999 for a period of 24 months ending DECEMBER 14, 2001.

Each of THE COMPANY and SGI shall have the right to terminate this agreement by JANUARY 14, 2000 if this agreement has not been formally approved by the Board of Directors of SENESCO by that date. In such event, all warrants pursuant to this Agreement shall be rescinded. However, SGI shall be entitled to all service fees and out-of-pocket expenses incurred to date.

SENESCO TECHNOLOGIES, INC. shall have the right to terminate this agreement on JUNE 14, 2000, on DECEMBER 14, 2000, and on JUNE 14, 2001 by providing 30 days prior written notice. Upon such termination, THE COMPANY will have the right to rescind any remaining unvested warrants.

This agreement shall be governed by and subject to the jurisdiction of and laws of New York State.

Please confirm agreement to the above by signing all three (3) copies and returning two (2) copies to SGI.

AGREED TO AND ACCEPTED BY:

/s/ Phillip Excaravage, Chairman	/s/ Richard Cooper, Chairman
Senesco Technologies, Inc.	Strategic Growth International, Inc.

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS AT DECEMBER 31, 1999 WHICH ARE INCLUDED IN THE REGISTRANT'S FORM 10-QSB AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FINANCIAL STATEMENTS.

0001035354
Senesco Technologies, Inc.
1
U.S. Dollars

6-MOS
JUN-30-1999
JUL-01-1999
DEC-31-1999
1
125,465
0
0
0
0
125,465
75,409
10,311
272,957
167,243
0
0
0
62,121
3,739,445
272,957
0
0
0
994,804
0
0
0
(994,804)
0
(994,804)
0
0
0
(994,804)
(0.16)
(0.16)

-- This amount represents Basic Earnings per Share in accordance with the requirements of Statement of Financial Accounting Standards No. 128 - "Earnings per Share."

-- This amount represents Diluted Earnings per Share in accordance with the requirements of Statement of Financial Accounting Standards No. 128 - "Earnings per Share."