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 March 31, 2002
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.)
303 George Street, Suite 420, New Brunswick, NJ	08901
(Address of Principal Executive Offices)	(Zip Code)

(732) 296-8400
(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 April 30, 2002:

Class	Number of Shares
Common Stock, $0.01 par value	11,880,045

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. However, Senesco Technologies, Inc., a Delaware corporation (the "Company"), and its wholly owned 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

	March 31, 2002 (unaudited)	June 30, 2001
ASSETS		
CURRENT ASSETS:		
Cash	$ 3,487,024	$ 14,330
Prepaid expenses and other current assets	10,230	15,554
Total Current Assets	3,497,254	29,884
Property and equipment, net	75,296	78,757
Intangible assets, net	277,275	157,920
Security deposit	7,187	7,187
TOTAL ASSETS	$ 3,857,012	$ 273,748
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
CURRENT LIABILITIES:		
Accounts payable	$ 81,317	$ 168,922
Accrued expenses	169,361	265,732
Total Current Liabilities	250,678	434,654
Grant payable	56,883	45,807
TOTAL LIABILITIES	307,561	480,461
STOCKHOLDERS' EQUITY (DEFICIENCY):		
Preferred stock, authorized 5,000,000 shares, $0.01 par value, no shares issued	--	--
Common stock, authorized 20,000,000 shares, $0.01 par value, 10,822,902 and 7,873,292 shares issued and outstanding	108,229	78,726
Capital in excess of par	10,609,628	5,469,758
Deficit accumulated during the development stage	(7,079,763)	(5,490,902)
Deferred compensation related to issuance of options and warrants	(88,643)	(264,295)
Total Stockholders' Equity (Deficiency)	3,549,451	(206,713)
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)	$ 3,857,012	$ 273,748

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 March 31, 2002	For the Three Months Ended March 31, 2001	For the Nine Months Ended March 31, 2002	For the Nine Months Ended March 31, 2001	From Inception on July 1, 1998 through March 31, 2002
Revenue	$ --	$ --	$ 125,000	$ --	$ 125,000
Operating Expenses:					
General and administrative	300,400	293,202	976,528	1,035,529	4,695,449
Research and development	100,949	120,367	257,925	368,199	1,387,310
Non-cash charges for options and warrants issued in exchange for services	94,146	40,350	635,186	151,720	1,361,258
Total Operating Expenses	495,495	453,919	1,869,639	1,555,448	7,444,017
Loss From Operations	(495,495)	(453,919)	(1,744,639)	(1,555,448)	(7,319,017)
Sale of state income tax loss	--	--	150,551	60,331	210,882
Interest income, net	12,675	5,031	5,227	32,551	28,372
Net Loss	$ (482,820)	$ (448,888)	$(1,588,861)	$(1,462,566)	$(7,079,763)
Basic and Diluted Net Loss Per Common Share	$ (0.05)	$ (0.06)	$ (0.18)	$ (0.19)	
Basic and Diluted Weighted- Average Number of Common Shares Outstanding	10,527,346	7,873,292	8,925,427	7,873,292	

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENT OF

STOCKHOLDERS' EQUITY (DEFICIENCY)

FROM INCEPTION ON JULY 1, 1998 THROUGH MARCH 31, 2002

(unaudited)

	Common Stock		Capital in Excess of Par Value	Deficit Accumulated During the Development Stage	Deferred Compensation Related to the Issuance of Options and Warrants	Total
	Shares	Amount				
Common stock outstanding.....	2,000,462	$ 20,005	$ (20,005)	--	--	--
Contribution of capital.....	--	--	85,179	--	--	$ 85,179
Issuance of common stock in reverse merger on January 22, 1999 at $0.01 per share.....	3,400,000	34,000	(34,000)	--	--	--
Issuance of common stock for cash on May 21, 1999 at $2.63437 per share.....	759,194	7,592	1,988,390	--	--	1,995,982
Issuance of common stock for placement fees on May 21, 1999 at $0.01 per share.....	53,144	531	(531)	--	--	--
Fair market value of options and warrants granted on September 7, 1999.....	--	--	252,578	--	$ (72,132)	180,446
Fair market value of warrants granted on October 1, 1999.....	--	--	171,400	--	(108,600)	62,800
Fair market value of warrants granted on December 15, 1999.....	--	--	331,106	--	--	331,106
Issuance of common stock for cash on January 26, 2000 at $2.867647 per share.....	17,436	174	49,826	--	--	50,000
Issuance of common stock for cash on January 31, 2000 at $2.87875 per share.....	34,737	347	99,653	--	--	100,000
Issuance of common stock for cash on February 4, 2000 at $2.934582 per share.....	85,191	852	249,148	--	--	250,000

(continued)

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENT OF

STOCKHOLDERS' EQUITY (DEFICIENCY)

FROM INCEPTION ON JULY 1, 1998 THROUGH MARCH 31, 2002

(unaudited)

	Common Stock		Capital in Excess of Par Value	Deficit Accumulated During the Development Stage	Deferred Compensation Related to the Issuance of Options and Warrants	Total
	Shares	Amount				
Issuance of common stock for cash on March 15, 2000 at $2.527875 per share	51,428	$ 514	$ 129,486	--	--	$ 130,000
Issuance of common stock for cash on June 22, 2000 for $1.50 per share	1,471,700	14,718	2,192,833	--	--	2,207,551
Commissions, legal and bank fees associated with issuances for the year ended June 30, 2000	--	--	(260,595)	--	--	(260,595)
Fair market value of warrants granted on September 4, 2001	--	--	41,800	--	--	41,800
Fair market value of warrants granted on October 2, 2000	--	--	80,700	--	--	80,700
Fair market value of warrants granted on October 15, 2001	--	--	40,498	--	--	40,498
Fair market value of options and warrants granted on November 1, 2001	--	--	138,714	--	--	138,714
Issuance of common stock and warrants for cash on November 30, 2001 at $1.75 per unit	1,142,858	11,429	1,988,571	--	--	2,000,000
Fair market value of options and warrants granted on December 1, 2001	--	--	131,300	--	--	131,300
Issuance of common stock and warrants associated with bridge loan conversion on December 3, 2001	305,323	3,053	531,263	--	--	534,316

(continued)

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

CONDENSED CONSOLIDATED STATEMENT OF

STOCKHOLDERS' EQUITY (DEFICIENCY)

FROM INCEPTION ON JULY 1, 1998 THROUGH MARCH 31, 2002

(unaudited)

	Common Stock		Capital in Excess of Par Value	Deficit Accumulated During the Development Stage	Deferred Compensation Related to the Issuance of Options and Warrants	Total
	Shares	Amount				
Fair market value of options granted in lieu of payment of accrued expenses on December 1, 2001	--	--	$ 131,250	--	--	$ 131,250
Issuance of common stock and warrants for cash on December 26, 2001 at $1.75 per unit	665,714	$ 6,657	1,158,343	--	--	1,165,000
Issuance of common stock and warrants for cash on January 23, 2002 at $1.75 per unit	571,429	5,715	994,285	--	--	1,000,000
Issuance of common stock and warrants for cash on February 21, 2002 at $1.75 per unit	100,000	1,000	174,000	--	--	175,000
Issuance of common stock and warrants for cash on February 27, 2002 at $1.75 per unit	57,143	571	99,429	--	--	100,000
Issuance of common stock and warrants for cash on March 12, 2002 at $1.75 per unit	50,000	500	87,000	--	--	87,500
Issuance of common stock and warrants for cash on March 15, 2002 at $1.75 per unit	57,143	571	99,429	--	--	100,000
Fair market value of options vested and extended on January 1, 2002	--	--	94,146	--	--	94,146
Commissions, legal and bank fees associated with issuances during the nine months ended March 31, 2002	--	--	(583,227)	--	--	(583,227)
Change in fair market value of options and warrants granted	--	--	167,659	--	$ 92,089	259,748
Net loss	--	--	--	$(7,079,763)	--	(7,079,763)
Balance at March 31, 2002	10,822,902	$108,229	$10,609,628	$(7,079,763)	$ (88,643)	$ 3,549,451

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 Nine Months Ended March 31, 2002	For the Nine Months Ended March 31, 2001	From Inception on July 1, 1998 through March 31, 2002
Cash flows from operating activities:			
Net loss	$ (1,588,861)	$ (1,462,566)	$ (7,079,763)
Adjustments to reconcile net loss to net cash used in operating activities:			
Non-cash capital contribution	--	--	85,179
Issuance of common stock and warrants for interest	9,316	--	9,316
Issuance of stock options and warrants for services	635,186	151,720	1,361,258
Depreciation and amortization	17,056	17,855	63,933
(Increase) decrease in operating assets:			
Prepaid expense and other current assets	5,324	(6,207)	(10,230)
Security deposit	--	(7,187)	(7,187)
Increase (decrease) in operating liabilities:			
Accounts payable	(87,605)	94,810	81,317
Accrued expenses	34,879	15,218	300,611
Net cash used in operating activities	(974,705)	(1,196,357)	(5,195,566)
Cash flows from investing activities:			
Patent costs	(119,355)	(51,148)	(287,292)
Purchase of property and equipment	(13,595)	(19,724)	(129,212)
Net cash used in investing activities	(132,950)	(70,872)	(416,504)
Cash flows from financing activities:			
Proceeds from grant	11,076	35,234	56,883
Proceeds from issuance of bridge notes	525,000	--	525,000
Proceeds from issuance of common stock, net	4,044,273	--	8,517,211
Cash provided by financing activities	4,580,349	35,234	9,099,094
Net increase (decrease) in cash	3,472,694	(1,231,995)	3,487,024
Cash at beginning of period	14,330	1,555,749	--
Cash at end of period	$ 3,487,024	$ 323,754	$ 3,487,024
Supplemental disclosures of cash flow information:			
Cash paid during the period for interest	$ --	$ --	$ 22,317
Non-cash conversion of bridge notes into common stock	$ 534,316	$ --	$ 534,316
Non-cash conversion of accrued expenses into common stock	$ 131,250	$ --	$ 131,250

See Notes to Condensed Consolidated Financial Statements.

SENESCO TECHNOLOGIES, INC. AND SUBSIDIARY

(A DEVELOPMENT STAGE COMPANY)

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. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-KSB for the year ended June 30, 2001.

In the opinion of the Company's management, the accompanying unaudited condensed 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 March 31, 2002 and as of June 30, 2001, the results of its operations for the three-month periods ended March 31, 2002 and 2001, the results of its operations and cash flows for the nine-month periods ended March 31, 2002 and 2001 and for the period from inception on July 1, 1998 through March 31, 2002.

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

Senesco is a development stage functional genomics company whose mission is to enhance the quality and productivity of fruits, flowers, vegetables and agronomic crops through the control of senescence (aging) in plants. Agricultural results to date include longer shelf life of perishable produce, increased seed and biomass yield and greater tolerance to environmental stress. The Company has also commenced research into the applicability of its technology as it relates to cell death in mammals (apoptosis).

NOTE 2 - LOSS PER SHARE:

Net loss per common share is computed by dividing the loss by the weighted-average number of common shares outstanding during the period. Since September 7, 1999, the Company has had outstanding options and warrants to purchase its common stock, $0.01 par value per share (the "Common Stock"); however, shares to be issued upon the exercise of options and warrants are not included in the computation of diluted loss per share as the effect is anti-dilutive.

NOTE 3 - SIGNIFICANT EVENTS:

Employment Agreement

On October 4, 2001, the Company hired Bruce C. Galton as its new President and Chief Executive Officer. In conjunction with Mr. Galton's appointment, the Company entered into a three-year employment agreement with Mr. Galton, effective October 4, 2001. The agreement shall automatically renew for successive one-year terms thereafter, unless written notice of termination is provided at least 120 days prior to the end of the applicable term. The agreement provides Mr. Galton with an annual base salary of $200,000 plus certain benefits, including potential bonuses, equity awards and other perquisites as determined by the Board of Directors. The agreement also provides that Mr. Galton is entitled to a lump sum payment of 1.5 times his base annual salary if his employment with the Company is terminated without cause or with good reason (as defined within the agreement). If Mr. Galton's employment with the Company is terminated pursuant to a change in control (as defined within the agreement), he is entitled to receive the difference between the monies actually received upon termination and 1.5 times his annual base salary.

Stock Incentive Plan, Option Grants and Additional Warrant Grants

On October 4, 2001, the Board of Directors of the Company approved an amendment to the Company's 1998 Stock Incentive Plan, as amended (the "Plan"), to increase the maximum number of shares of Common Stock available for issuance under the Plan from 1,000,000 shares to 2,000,000 shares. Stockholder approval for the increase was obtained at the Company's Annual Meeting of Stockholders held on November 29, 2001.

On October 4, 2001, the Board of Directors unanimously approved and the Company subsequently issued: (i) options under the Plan to purchase an aggregate of 1,116,000 shares of Common Stock with a weighted-average exercise price of $2.38 per share; and (ii) warrants to purchase an aggregate of an additional 180,000 shares of Common Stock with a weighted-average exercise price of $1.59 per share. The effective dates of the above grants were from October 2, 2001 through December 1, 2001.

On December 1, 2001, the Company granted, pursuant to the Plan, to Ruedi Stalder, the Company's former Chief Executive Officer, options to purchase 65,000 shares of Common Stock with an exercise price of $2.05 per share. Such options were granted to Mr. Stalder in lieu of receiving cash compensation in the amount of $131,250 for services provided as an officer of the Company during the period from January 1, 2000 through September 30, 2001.

License Agreement

In November 2001, the Company entered into a worldwide exclusive license with Harris Moran Seed Company (the "License") to commercialize the Company's technology in lettuce and certain melons. In connection with the License, the Company received an initial license fee of $125,000 in November 2001. Upon the completion of certain marketing and development benchmarks set forth in the License, the Company will receive a total of $4,000,000 in development payments over a multi-year period along with royalties upon commercial introduction.

New Jersey Economic Development Authority

In November 2001, pursuant to the New Jersey Technology Tax Credit Transfer Program (the "Program"), the Company received approval from the New Jersey Economic Development Authority (the "EDA") to sell the Company's New Jersey net operating loss tax benefit in the amount of $174,325 for the fiscal year ended June 30, 2000. In December 2001, the Company sold its entire New Jersey net operating loss tax benefit and received net proceeds of $150,551. The Company may apply to participate in the Program to sell its New Jersey net operating loss tax benefit in the amount of approximately $151,000 for the fiscal year ended June 30, 2001. An application must be submitted to the EDA by June 30, 2002. However, there can be no assurance that the Company will be approved to participate in the Program for the year ended June 30, 2001 or if approved, that the Company will be able to sell all or part of its New Jersey net operating loss tax benefit.

Financings

On November 30, 2001, the Company consummated a private placement (the "Stanford Private Placement") with Stanford Venture Capital Holdings, Inc. ("Stanford"), of 1,142,858 shares of Common Stock and warrants to purchase 1,000,000 shares of Common Stock for the aggregate cash consideration of $2,000,000. Costs associated with the Stanford Private Placement totaled $256,347. The Company did not engage a placement agent for the sale of such securities. Fifty percent (50%) of the warrants were issued with an exercise price equal to $2.00 per share and fifty percent (50%) of the warrants were issued with an exercise price equal to $3.25 per share, with all such warrants vesting on the date of grant. Pursuant to the Securities Purchase Agreement, the purchase price of one unit, which consisted of one share of Common Stock and a warrant to purchase 0.875 shares of Common Stock, was equal to $1.75 per unit. In addition, the Company entered into a Registration Rights Agreement with Stanford. The Registration Rights Agreement provides, among other things, that a shelf registration statement be filed on or before June 30, 2002, as well as piggy-back registration rights for a three-year period from the date of the agreement.

During the period from July 10, 2001 through November 5, 2001, the Company issued six unsecured bridge notes (the "Notes") payable to certain directors of the Company in the aggregate principal amount of $525,000. The Notes had an annual interest rate equal to the prime rate on the date that the Notes were issued (5.50% to 6.75%) and such interest was payable upon maturity of the Notes. The Notes and accrued interest were due on January 15, 2002. On December 3, 2001, the directors converted the Notes and accrued interest in the aggregate amount of $534,316 into 305,323 shares of Common Stock and warrants to purchase 267,158 shares of Common Stock on the same terms and conditions as the Stanford Private Placement.

Also, in November 2001, the Company initiated a private placement, as later amended on March 15, 2002, to certain accredited investors (the "Accredited Investor Private Placement") for a minimum aggregate investment of $1,000,000 and a maximum aggregate investment of $4,000,000. For investments of less than $1,500,000, the Accredited Investor Private Placement offered units of one share of Common Stock and a warrant to purchase 0.4375 shares of Common Stock at a price equal to $1.75 per unit. For investments of $1,500,000 or greater, the Accredited Investor Private Placement offered units of one share of Common Stock and a warrant to purchase 0.875 shares of Common Stock at a price equal to $1.75 per unit. Fifty percent (50%) of the warrants were offered with an exercise price equal to $2.00 per share and fifty percent (50%) of the warrants were offered with an exercise price equal to $3.25 per share, with all such warrants vesting on the date of grant. From December 26, 2001 through April 17, 2002, when the Company terminated the offering, the Company entered into Securities Purchase Agreements for the aggregate amount of 1,987,143 shares of Common Stock and warrants to purchase 1,244,375 shares of Common Stock for the aggregate cash consideration of $3,477,500. Costs associated with these transactions totaled approximately $385,438. The Company did not engage a placement agent for the sale of such securities. In addition, the Company entered into Registration Rights Agreements with these purchasers. The Registration Rights Agreements provide for, among other things, piggy-back registration rights for a three-year period from the date of each agreement.

In January 2002, the Company consummated another private placement with Stanford for 571,429 shares of Common Stock and warrants to purchase 500,000 shares of Common Stock for the aggregate cash consideration of $1,000,000, on the same terms and conditions as the initial Stanford Private Placement. Costs associated with this transaction totaled $142,861.

In connection with the above private placements, on December 26, 2001 and March 15, 2002, as consideration for finders and consulting fees, the Board of Directors unanimously approved the issuance of warrants to certain entities to purchase an aggregate of 571,869 shares of Common Stock on the same terms and conditions as the warrants issued in the Accredited Investor Private Placement and warrants for an additional 18,750 shares of Common Stock at an exercise price equal to $2.00 per share.

NOTE 4 - SUBSEQUENT EVENT:

In April 2002, the Company issued 1,057,143 shares of Common Stock and warrants to purchase 837,500 shares of Common Stock as part of the Accredited Investor Private Placement. The Company received proceeds of $1,665,000, net of expenses of $185,000. The following pro forma condensed consolidated balance sheet, which is being presented at the request of a national stock exchange in connection with the Company's application for listing on such exchange, reflects the transaction as if it had taken place as of March 31, 2002.

	Actual March 31, 2002 (unaudited)	Adjustments	Pro Forma March 31, 2002 (unaudited)
ASSETS			
CURRENT ASSETS:			
Cash	$ 3,487,024	$ 1,665,000	$ 5,152,024
Prepaid expenses and other current assets	10,230		10,230
Total Current Assets	3,497,254	1,665,000	5,162,254
Property and equipment, net	75,296		75,296
Intangible assets, net	277,275		277,275
Security deposit	7,187		7,187
TOTAL ASSETS	$ 3,857,012	$ 1,665,000	$ 5,522,012
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	$ 81,317		$ 81,317
Accrued expenses	169,361		169,361
Total Current Liabilities	250,678		250,678
Grant payable	56,883		56,883
TOTAL LIABILITIES	307,561		307,561
STOCKHOLDERS' EQUITY:			
Common stock	108,229	$ 10,651	118,880
Capital in excess of par	10,609,628	1,654,349	12,263,977
Deficit accumulated during the development stage	(7,079,763)		(7,079,763)
Deferred compensation related to issuance of options and warrants	(88,643)		(88,643)
Total Stockholders' Equity	3,549,451	1,665,000	5,214,451
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 3,857,012	$ 1,665,000	$ 5,522,012

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

OVERVIEW

Business of the Company

The primary business of Senesco Technologies, Inc., a Delaware corporation (the "Company"), and its wholly-owned subsidiary, Senesco, Inc., a New Jersey corporation ("Senesco"), is the research, development and commercial exploitation of a potentially significant platform technology involving the identification and characterization of genes that the Company believes control the aging of plant cells (senescence) and may also control the programmed cell death of mammalian cells (apoptosis). The Company's technology goals for plant applications are to: (i) extend the shelf-life of perishable plant products; (ii) produce larger and more leafy crops; (iii) increase crop production (yield) in horticultural and agronomic crops; and (iv) reduce the harmful effects of environmental stress.

Senescence in plant tissues is the natural aging of these tissues. Loss of cellular membrane integrity 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. A delay in senescence increases shelf-life and extends the plant's growth timeframe, which allows the plant to devote more time to the photosynthetic process. The Company has shown that the additional energy gained in this period leads directly to increased seed production, and therefore increases crop yield. Seed production is a vital agricultural function. For example, oil-bearing crops store oil in their seeds. The Company has also shown that delaying senescence allows the plant to allocate more energy toward growth, leading to larger plants (increased biomass) and more leafy crops. Most recently, the Company has demonstrated that delaying senescence results in crops which exhibit increased resilience to water deprivation. Drought resistant crops may ultimately be more cost effective due to reduced loss in the field and less time spent on crop management.

The technology presently utilized by the industry for increasing the shelf-life in certain 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 focuses on the discovery and development of new gene technologies, which are designed to confer positive traits on fruits, flowers, vegetables, forestry species and agronomic crops. To date, the Company has isolated and characterized the senescence-induced lipase gene, deoxyhypusine synthase ("DHS") gene and Factor 5A gene in certain species of plants. The Company's goal is to inhibit the expression of (or silence) these genes to delay senescence, which will in turn extend shelf-life, increase biomass, increase yield and increase resistance to environmental stress, thereby demonstrating "proof of concept" in each category of crop. In addition to the Harris Moran License Agreement (as defined below), the Company plans to license this technology to additional strategic partners and/or enter into joint ventures.

The Company is currently working with lettuce, melon, tomato, canola, Arabidopsis (a model plant which produces oil in a manner similar to canola) and banana plants, and has obtained "proof of concept" for the lipase and DHS genes in several of these plants. Near-term research and development initiatives include: (i) silencing the Factor 5A gene in these six types of plants; and (ii) further propagation of transformed plants with the Company's silenced genes. Additionally, the Company has isolated the DHS and Factor 5A genes in mammalian tissue. The Company has also completed its research and development initiative in carnation flower, which yielded a one hundred percent (100%) increase in shelf-life through the inhibition of the DHS reaction.

Subsequent initiatives include: (i) expanding the lipase, DHS and Factor 5A gene technology into a variety of other commercially viable agricultural crops such as lettuce and melon; (ii) developing transformed plants that possess new beneficial traits such as increased tolerance to disease and environmental stress; and (iii) assessing the function of the DHS and Factor 5A genes in mammalian tissue through the accumulation of additional experimental data. The Company's strategy focuses on various plants to allow flexibility that will accommodate different plant reproduction strategies among the various sectors of the broad agricultural and horticultural markets. 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.

The Company's research and development is performed by third party researchers at the direction of the Company pursuant to various research and license agreements. The primary research and development effort takes place at the University of Waterloo in Ontario, Canada, where the technology was developed. Additional research and development is performed in connection with the Harris Moran License Agreement as well as through the Company's Joint Venture (as defined below) with Rahan Meristem Ltd. in Israel.

Agricultural Target Markets

The Company's technology embraces crops that are reproduced both through seeds and propagation, which are the only two means of commercial crop reproduction. Propagation is a process whereby the plant does not produce fertile seeds and must reproduce through cuttings from the parent plant which are planted and become new plants. In order to address the complexities associated with marketing and distribution in the worldwide produce market, the Company has adopted a multi-faceted commercialization strategy, in which it plans to enter into licensing agreements or other strategic relationships with a variety of companies on a crop-by-crop basis.

In November 2001, the Company entered into a worldwide exclusive license with Harris Moran Seed Company (the "Harris Moran License Agreement" or "License") to commercialize the Company's technology in lettuce and certain melons. In connection with the License, the Company received an initial license fee of $125,000 in November 2001. Upon the completion of certain marketing and development benchmarks set forth in the License, the Company will receive a total of $4,000,000 in development payments over a multi-year period along with royalties upon commercial introduction.

Agricultural Marketing

Based upon the Company's multi-faceted commercialization strategy, it anticipates that there may be a significant period of time before plants enhanced using its technology reach consumers. Thus, the Company has not begun to actively market its technology directly to consumers, but rather, it has sought to establish itself within the industry through its advertising program in trade journals, newspapers, a national magazine, as well as through its website and direct communication with prospective licensees.

Joint Venture

On May 14, 1999, the Company entered into a joint venture agreement with Rahan Meristem Ltd., an Israeli company ("Rahan"), engaged in the worldwide export marketing of banana germ-plasma (the "Joint Venture"). Rahan accounts for approximately ten percent (10%) of the worldwide export of banana seedlings. The Company has contributed, by way of a limited, exclusive, world-wide license to the Joint Venture, access to its technology, discoveries, inventions and 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 enhanced banana plants which will result in a "longer shelf-life" banana. Rahan has contributed its technology, inventions and know-how with respect to banana plants. The Joint Venture is equally owned by each of the parties. There can be no assurance, however, that the 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 that totals approximately $340,000, which constitutes fifty percent (50%) of the Joint Venture's research and development budget over a four year period, from the Israel - U.S. Binational Research and Development (the "BIRD") Foundation (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. The commercial success is measured based upon certain benchmarks and/or milestones achieved by the Joint Venture. These benchmarks are reported periodically to the BIRD Foundation by the Joint Venture. As of March 31, 2002, Senesco has directly received a total of $56,883, none of which was received during the current quarter, 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. The Company expects to receive additional installments of the BIRD Grant as its expenditures associated with the Joint Venture increase above certain levels. As of March 31, 2002, the Company's portion of the Joint Venture's aggregate expenses totaled approximately $193,500, $11,500 of which was incurred during the current quarter.

All aspects of the Joint Venture's research and development initiative are proceeding on time, or are ahead of the original schedule laid out at the inception of the Joint Venture. Both the DHS and lipase genes have been identified and isolated in banana, and the Joint Venture is currently in the process of silencing these genes. Once silenced, the goal is to transform banana plants, thereby yielding fruit with extended shelf-life and plants which are more tolerant to disease and environmental stress.

Consistent with the Company's commercialization strategy, it intends to attract other companies interested in strategic partnerships or licensing its technology. The Harris Moran License Agreement and the Joint Venture with Rahan are steps toward the execution of its strategy. The Company also plans to enter into joint ventures with companies having well-established channels of distribution and, in such cases, the Company will have more direct control over commercialization activities. However, there can be no assurance that the Company will be able to successfully implement its commercialization strategy.

INTELLECTUAL PROPERTY

Research and Development

The inventor of the Company's technology, John E. Thompson, Ph.D., is the Associate Vice President, Research and former Dean of Science at the University of Waterloo in Ontario, Canada, and is the Executive Vice President of Research and Development of the Company. Dr. Thompson is also a director and stockholder of the Company and owns 4.8% of the outstanding shares of the Company's common stock, $0.01 par value (the "Common Stock") as of April 30, 2002. Senesco entered into a three-year research and development agreement, dated as of September 1, 1998 (the "Research and Development Agreement"), with the University of Waterloo and Dr. Thompson as the principal inventor. The Research and Development Agreement provides that the University of Waterloo will perform research and development under the direction of Senesco, and Senesco will pay for the cost of this work and make certain payments totaling approximately CDN $1,250,000 (as specified therein), which represented payments of approximately US $835,000. In return for these payments, the Company has all rights to the intellectual property derived from the research. Effective September 1, 2001, the Company extended the Research and Development Agreement for an additional one-year period in the amount of CDN $433,700. As of March 31, 2002, such amount represented approximately US $272,000. During the three month periods ended March 31, 2002 and March 31, 2001, the Company has spent approximately $68,038 and $91,768, respectively, in connection with the Research and Development Agreement. During the nine month periods ended March 31, 2002 and March 31, 2001, the Company has spent approximately $158,225 and $229,510, respectively, in connection with the Research and Development Agreement.

Effective May 1, 1999, the Company entered into a consulting agreement for research and development with Dr. Thompson. On July 1, 2001, the Company and Dr. Thompson renewed the consulting agreement for an additional three-year term as provided for under the terms and conditions of the agreement. This agreement provides for monthly payments of $3,000 to Dr. Thompson through June 2004. The agreement shall automatically renew for an additional three-year term, unless either of the parties provides the other with written notice within six months of the end of the term.

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 agronomic row crops and on the commencement of additional mammalian cell research. Over the next twelve months, the Company plans the following research and development initiatives: (i) the development of transformed plants that possess new beneficial traits, such as protection against drought and disease, with emphasis on

lettuce, melon, corn, forestry products and the other species noted in (ii) through (v); (ii) the development of enhanced banana plants through the Joint Venture with Rahan; (iii) the development of enhanced lettuce and melon plants through the Harris Moran License Agreement; (iv) the isolation of new genes in the Arabidopsis, tomato, lettuce, soybean, rape seed (canola) and melon plants, among others, at the University of Waterloo; and (v) assessing the function of the DHS and Factor 5A genes in mammalian tissue. The Company may further expand its research and development initiative beyond the initiatives listed above.

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. By assignment dated June 25, 1998 and recorded with the United States Patent and Trademark Office (the "PTO"), on June 26, 1998, Drs. Thompson, Hong and Hudak 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, L.L.C. Senesco 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 the 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," and together with the First Patent Application, collectively, the "Patent Applications") 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 Drs. John E. Thompson, Tzann-Wei Wang and 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.

The Company has broadened the scope of its intellectual property protection by utilizing the Patent Cooperation Treaty ("PCT") to facilitate international filing and prosecution of the Patent Applications. The First Patent Application was published through the PCT in August 2000, and then between August 2001 and October 2001 was filed in Australia, Canada, China, Japan, Korea, New Zealand and Europe through the European Patent Office, which has twenty member states. Israel and Mexico are the last remaining countries in which the Company opted to file that has yet to issue a filing date. The Second Patent Application was published by the PCT in January 2001.

The Company has filed several new Continuations in Part ("CIPs") on both the First Patent Application and the Second Patent Application to ensure, on an ongoing basis, that its intellectual property pertaining to new technological developments is appropriately protected.

The Company is in the process of drafting various patent applications to protect intellectual property stemming from the Company's senescence and apoptosis technology. To date, the Company has drafted and filed two applications, in addition to those listed above, which pertain to the possible mammalian applicability of the technology. One is focused on suppressing cell death as a prospective therapy for a wide range of diseases and the other focuses on enhancing cell death as a means of treating cancer. The Company intends to continue its strategy of enhancing these new patent applications through the addition of data as it is collected.

There can be no assurance that patent protection will be granted with respect to all the foregoing Patent Applications, or any other applications, 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.

Market Competition and Industry Trends

The Company's competitors in the agricultural industry are primarily focused on research and development rather than commercialization. Those competitors which are presently attempting to distribute their technology have generally utilized one of the following commercialization distribution channels: (i) licensing technology to major marketing and distribution partners; (ii) distributing seedlings directly to growers; or (iii) entering into strategic alliances. In addition, some competitors are owned by established produce distribution companies, which alleviates the need for strategic alliances, while others are attempting to create their own distribution and marketing channels.

The Company's competitors in the field of delaying plant senescence are companies that develop and produce transformed plants in which ethylene biosynthesis has been silenced. Such companies include, among others: Paradigm Genetics; Aventis Crop Science; Mendel Biotechnology; Bionova Holding Corporation; Renessen LLC; Exelixis Plant Sciences, Inc.; and Eden Bioscience.

Some of the Company's competitors in the field of apoptosis research include, among others: Cell Pathways, Inc.; Trevigen, Inc.; Idun Pharmaceuticals; Novartis and Oncogene.

The Company believes that its proprietary technology is unique and, therefore, places it at a competitive advantage in the industry. However, there can be no assurance that the Company's competitors will not develop a similar product with properties superior to its own or at greater cost-effectiveness.

Government Regulation

At present, the U.S. federal government regulation of biotechnology is divided among three agencies: (i) the U.S. Department of Agriculture regulates the import, field-testing and interstate movement of specific types of genetic engineering that may be used in the creation of transformed plants; (ii) the Environmental Protection Agency regulates activity related to the invention of plant pesticides and herbicides, which may include certain kinds of transformed plants; and (iii) the Food and Drug Administration (the "FDA") regulates foods derived from new plant varieties. The FDA requires that transformed 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 transformed 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 or its licensees may be required, however, to obtain such licensing or approval from governmental regulatory agencies prior to the commercialization of its transformed 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, the Company or its licensees may be subject to additional regulations or require such licensing or approval in the future.

Employees

In addition to the scientists performing funded research for the Company at the University of Waterloo, as of March 31, 2002, the Company had five employees and one consultant, four of whom were executive officers and were involved in the management of the Company.

The officers are assisted by a Scientific Advisory Board that consists of prominent experts in the fields of plant and mammalian cell biology. Alan Bennett, Ph.D., who serves as the Chairman of the Scientific Advisory Board, is the Executive Director of the Office of Technology Transfer at the University of California. His research interests include: the molecular biology of tomato fruit development and ripening; the molecular basis of membrane transport; and cell wall disassembly. Charles A. Dinarello, M.D., who joined the Scientific Advisory Board effective March 1, 2002, is a Professor of Medicine at the University of Colorado School of Medicine, a member of the U.S. National Academy of Sciences and the author of over 500 published research articles. In addition to his active academic research career, Dr. Dinarello has held advisory positions with two branches of the National Institutes of Health

and positions on the Board of Governors of both the Weizmann Institute and Ben Gurion University. Russell L. Jones, Ph.D., who also joined the Scientific Advisory Board effective March 1, 2002, is a professor at the University of California, Berkeley and an expert in plant cell biology and cell death. Dr. Jones is also an editor of Planta, Annual Review of Plant Physiology and Plant Molecular Biology as well as Research Notes in Plant Science. Additionally, he has held positions on the editorial boards of Plant Physiology and Trends in Plant Science.

In addition to his service on the Scientific Advisory Board, the Company utilizes Dr. Bennett as a consultant experienced in plant transformation. Effective November 1, 2001, the Company entered into a one-year consulting agreement with Dr. Bennett, which provides for monthly payments of $2,400 to Dr. Bennett through October 31, 2002.

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 may hire additional employees over the next twelve months to meet needs created by possible expansion of its marketing activities and product development.

Safe Harbor Statement

The statements contained in this Quarterly Report on Form 10-QSB that are not historical facts are forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended and the Private Securities Litigation Reform Act of 1995. Such forward-looking statements may be identified by, among other things, the use of forward-looking terminology such as "believes," "expects," "may," "will," "should," or "anticipates" or the negative thereof or other variations thereon or comparable terminology, or by discussions of strategy that involve risks and uncertainties. In particular, the Company's statements regarding the anticipated growth in the markets for the Company's technologies, the continued advancement of the Company's research, 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 Company's commercialization strategy, including the success of the Harris Moran License, the successful implementation of the Joint Venture with Rahan, 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 examples of such forward-looking statements. The forward-looking statements include risks and uncertainties, including, but not limited to, the timing of revenues due to the variability in size, scope and duration of research projects, regulatory delays, research study results which lead to cancellations of research projects, and other factors, including general economic conditions and regulatory developments, not within the Company's control. The factors discussed herein and 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 forward-looking statements are made only as of the date of this filing and the Company undertakes no obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances.

LIQUIDITY AND CAPITAL RESOURCES

Overview

As of March 31, 2002, the Company's cash balance was $3,487,024, and the Company had working capital of $3,246,576. As of March 31, 2001, the Company had a federal tax loss carry-forward of approximately $5,250,000 and a state tax loss carry-forward of approximately $2,800,000 to offset 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-forwards, if at all, in future fiscal years.

Financing Needs

To date, the Company has not generated any significant revenues. The Company has not been profitable since inception, will incur additional operating losses in the future, and will require additional financing to continue the development and subsequent commercialization of its technology. While the Company does not expect to generate significant revenues in the near future, the Company may enter into additional 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 and increases its marketing and in-house business capabilities. 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 marketing efforts.

BIRD Grant

In October 2001, the Company received $11,076 from the BIRD Foundation for research and development expenses that the Company has incurred in connection with the Joint Venture. The Company anticipates receiving additional funds from the BIRD Grant in the future to assist in funding its Joint Venture, subject to the Joint Venture achieving its stated research and development objectives.

License Agreement

In November 2001, the Company entered into a worldwide exclusive licensing agreement with Harris Moran Seed Company to commercialize the Company's technology in lettuce and certain melons. In connection with the License, the Company received an initial license fee of $125,000 in November 2001. Upon the completion of certain marketing and development benchmarks as set forth in the License, the Company will receive a total of $4,000,000 in development payments over a multi-year period along with royalties upon commercial introduction.

New Jersey Economic Development Authority

In November 2001, pursuant to the New Jersey Technology Tax Credit Transfer Program (the "Program"), the Company received approval from the New Jersey Economic Development Authority (the "EDA") to sell the Company's New Jersey net operating loss tax benefit in the amount of $174,325 for the fiscal year ended June 30, 2000. In December 2001, the Company sold its entire New Jersey net operating loss tax benefit and received net proceeds of $150,551. The Company may apply to participate in the Program to sell its New Jersey net operating loss tax benefit in the amount of approximately $151,000 for the fiscal year ended June 30, 2001. An application must be submitted to the EDA by June 30, 2002. However, there can be no assurance that the Company will be approved to participate in the Program for the year ended June 30, 2001 or if approved, that the Company will be able to sell all or part of its New Jersey net operating loss tax benefit.

Financings

During the period from July 10, 2001 through November 5, 2001, the Company issued six unsecured bridge notes (the "Notes") payable to certain directors of the Company in the aggregate principal amount of $525,000. The Notes had an annual interest rate equal to the prime rate on the date that the Notes were issued (5.50% to 6.75%) and such interest was payable upon maturity of the Notes. The Notes and accrued interest were due on January 15, 2002. On December 3, 2001, the directors converted the Notes and accrued interest in the aggregate amount of $534,316 into 305,323 shares of Common Stock and warrants to purchase 267,158 shares of Common Stock on the same terms and conditions as the Stanford Private Placement.

On November 30, 2001, the Company consummated a private placement (the "Stanford Private Placement") with Stanford Venture Capital Holdings, Inc. ("Stanford"), of 1,142,858 shares of Common Stock and warrants to purchase 1,000,000 shares of Common Stock for the aggregate cash consideration of $2,000,000. Costs associated with the Stanford Private Placement totaled $256,347. Pursuant to the Securities Purchase Agreement, the purchase price of one unit, which consisted of one share of Common Stock and a warrant to purchase 0.875 shares of Common Stock, was equal to $1.75 per unit.

In January 2002, the Company consummated an additional issuance under the Stanford Private Placement for 571,429 shares of Common Stock and warrants to purchase 500,000 shares of Common Stock for the aggregate cash consideration of $1,000,000, on the same terms and conditions as the initial Stanford Private Placement. Costs associated with this transaction totaled $142,861. Pursuant to the Securities Purchase Agreement, the purchase price of one unit, which consisted of one share of Common Stock and a warrant to purchase 0.875 shares of Common Stock, was equal to $1.75 per unit.

Also, in November 2001, the Company initiated a private placement, as later amended on March 15, 2002 (the "Accredited Investor Private Placement"), to certain accredited investors for a minimum aggregate investment of $1,000,000 and a maximum aggregate investment of $4,000,000. For investments of less than $1,500,000, the Accredited Investor Private Placement offered units of one share of Common Stock and a warrant to purchase 0.4375 shares of

Common Stock at a price equal to $1.75 per unit. For investments of $1,500,000 or greater, the Accredited Investor Private Placement offered units of one share of Common Stock and a warrant to purchase 0.875 shares of Common Stock at a price equal to $1.75 per unit. From December 26, 2001 through April 17, 2002, when the Company terminated the offering, the Company entered into Securities Purchase Agreements for the aggregate amount of 1,987,143 shares of Common Stock and warrants to purchase 1,244,375 shares of Common Stock for the aggregate cash consideration of $3,477,500. Costs associated with these transactions totaled approximately $385,438.

The Company anticipates that its cash and cash equivalents as of March 31, 2002 will be sufficient to fund current working capital needs and capital requirements for at least the next twelve months. However, the Company may require additional funds in the future to continue the development and subsequent commercialization of its technology. There can be no assurance that additional financing will be available, if at all, on terms acceptable to the Company.

CRITICAL ACCOUNTING POLICIES

Financial Reporting Release No. 60, which was recently released by the Securities and Exchange Commission (the "SEC"), requires all companies to include a discussion of critical accounting policies or methods used in the preparation of financial statements.

In addition, Financial Reporting Release No. 61 was recently released by the SEC to require all companies to include a discussion to address, among other things, liquidity, off-balance sheet arrangements, contractual obligations and commercial commitments.

The Company's discussion and analysis of its financial condition and results of operations are based upon its consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of financial statements in accordance with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, including the recoverability of tangible and intangible assets, disclosure of contingent assets and liabilities as of the date of the financial statements, and the reported amounts of revenues and expenses during the reported period.

The Company believes that no significant estimates have been made in connection with the preparation of these financial statements which, if changed, would have a material adverse effect on the Company's financial condition and/or results of operations.

RESULTS OF OPERATIONS

Three Months Ended March 31, 2002 and Three Months Ended March 31, 2001
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The Company is a development stage company. During the three month periods ended March 31, 2002 and March 31, 2001, the Company had no revenue.

Operating expenses in each of the three month periods ended March 31, 2002 and March 31, 2001 were comprised of general and administrative expenses, research and development expenses and non-cash advertising, consulting and professional costs. Operating expenses for

the three month periods ended March 31, 2002 and March 31, 2001 were $495,495 and $453,919, respectively, an increase of $41,576, or 9.2%.

General and administrative expenses in each of the three month periods ended March 31, 2002 and March 31, 2001 consisted primarily of employee salaries and benefits, professional and consulting services, office rent and investor relations expenses. General and administrative expenses for the three month periods ended March 31, 2002 and March 31, 2001 were $300,400 and $293,202, respectively. The increase during the three month period ended March 31, 2002 of $7,198, or 2.5%, from the corresponding three month period ended March 31, 2001, resulted primarily from increases in payroll, investor relations expenses and legal and accounting fees, which were mostly offset by decreases in consulting fees and rent expense.

Research and development expenses in each of the three month periods ended March 31, 2002 and March 31, 2001 consisted primarily of professional salaries and benefits, fees associated with the Research and Development Agreement, direct expenses charged to research and development projects and allocated overhead charged to research and development projects. Research and development expenses for the three month periods ended March 31, 2002 and March 31, 2001 were $100,949 and $120,367, respectively. The decrease during the three month period ended March 31, 2002 of $19,418, or 16.1%, from the corresponding three month period ended March 31, 2001, resulted primarily from a more favorable foreign exchange rate between the US dollar and the Canadian dollar during the three month period ended March 31, 2002 and a reconciling adjustment for the period from June 1, 2000 through August 31, 2001 in connection with the Research and Development Agreement with the University of Waterloo. During the three month period ended March 31, 2001, the University of Waterloo overcharged the Company approximately $11,000. Had this overpayment not occurred, research and development expenses for the three month periods ended March 31, 2002 and March 31, 2001 would have been $100,949 and $109,367, respectively. Additionally, due to a change in personnel of the Scientific Advisory Board, the Company also incurred lower fees for the Scientific Advisory Board during the transition period through February 28, 2002, which were partially offset by an increase in research related travel costs.

Non-cash charges for options and warrants issued in exchange for services for the three month periods ended March 31, 2002 and March 31, 2001 were $94,146 and $40,350, respectively. Such costs consisted primarily of non-employee stock options and warrants granted as consideration for certain consulting and professional services. The increase during the three month period ended March 31, 2002 of $53,796, or 133.3%, from the corresponding three month period ended March 31, 2001, resulted primarily from the vesting of options that related to consulting services previously rendered.

Nine Months Ended March 31, 2002 and Nine Months Ended March 31, 2001
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The Company is a development stage company. From its inception of operations on July 1, 1998 through September 30, 2001, the Company had no revenue. For the nine months ended March 31, 2002, the Company had total revenue of $125,000. Revenue for the nine month period ended March 31, 2002 consisted of the initial license fee in connection with the Harris Moran License Agreement.

Operating expenses in each of the nine month periods ended March 31, 2002 and March 31, 2001 were comprised of general and administrative expenses, research and development expenses and non-cash advertising, consulting and professional costs. Operating expenses for the nine month periods ended March 31, 2002 and March 31, 2002 were $1,869,639 and $1,555,448, respectively, an increase of $314,191, or 20.2%.

General and administrative expenses in each of the nine month periods ended March 31, 2002 and March 31, 2001 consisted primarily of employee salaries and benefits, professional and consulting services, recruiting fees, office rent and investor relations expenses. General and administrative expenses for the nine month periods ended March 31, 2002 and March 31, 2001 were $976,528 and $1,035,529, respectively. The decrease during the nine month period ended March 31, 2002 of $59,001, or 5.7%, from the corresponding nine month period ended March 31, 2001, resulted primarily from decreases in consulting fees, accounting fees and office rent, which were partially offset by an increase in payroll, legal fees, investor relations expenses and recruiting fees.

Research and development expenses in each of the nine month periods ended March 31, 2002 and March 31, 2001 consisted primarily of professional salaries and benefits, fees associated with the Research and Development Agreement, direct expenses charged to research and development projects and allocated overhead charged to research and development projects. Research and development expenses for the nine month periods ended March 31, 2002 and March 31, 2001 were $257,925 and $368,199, respectively. The decrease during the nine month period ended March 31, 2002 of $110,274, or 29.9%, from the corresponding nine month period ended March 31, 2001, resulted primarily from a reconciling adjustment for the period from June 1, 2000 through August 31, 2001 in connection with the Research and Development Agreement with the University of Waterloo. During the nine month period ended March 31, 2001, the University of Waterloo overcharged the Company approximately $33,000. During the nine month period ended March 31, 2002, the University of Waterloo credited the Company for $41,000, which represented the overpayment for the entire year ended June 30, 2001. Had this overpayment not occurred, research and development expenses for the nine month periods ended March 31, 2002 and March 31, 2001 would have been $298,925 and $335,199 respectively. Additionally, due to a change in personnel of the Scientific Advisory Board, the Company also incurred lower fees for the Scientific Advisory Board during the transition period through February 28, 2002 and a reduction in the amount of research fees paid in connection with the Company's carnation project, which was completed during the year ended June 30, 2001.

Non-cash charges for options and warrants issued in exchange for services for the nine month periods ended March 31, 2002 and March 31, 2001 were $635,186 and $151,720, respectively. Such costs consisted primarily of non-employee stock options and warrants granted as consideration for certain advertising, consulting and professional services. The increase during the nine month period ended March 31, 2002 of $483,466, or 318.7%, from the corresponding nine month period ended March 31, 2001, resulted primarily from the issuance of options and warrants and the vesting of previously issued options and warrants for advertising, consulting and professional services from July 1, 2001 through December 31, 2001.

Period From Inception on July 1, 1998 through March 31, 2002
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The Company is a development stage company. From its inception of operations on July 1, 1998 through September 30, 2001, the Company had no revenues. For the nine months ended March 31, 2002, the Company had revenue of $125,000, which consisted of the initial license fee in connection with the Harris Moran License Agreement.

The Company has incurred losses each year since inception and has an accumulated deficit of $7,079,763 at March 31, 2002. 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 in the near future, during which time the Company will engage in significant research and development efforts. In November 2001, the Company entered into the Harris Moran License Agreement to commercialize the Company's technology in lettuce and various melons. The License provides that, upon completion of certain marketing and development benchmarks, the Company will receive a total of $4,000,000 in development payments over a multi-year period along with royalty payments to the Company upon commercial introduction. Consistent with the Company's commercialization strategy, the Company intends to attract other companies interested in strategic partnerships or licensing the Company's technology that may result in license fees, revenues from contract research and other related revenues. There can be no assurance, however, that the Company will be successful in attracting other companies willing to form strategic partnerships or license its technology. Furthermore, no assurance can be given that the Company's research and development efforts will result in any commercially viable products, or that any licensing or other agreements with marketing and distribution partners will result in revenues sufficient to support the business. Successful future operations will depend on the Company's ability to transform its research and development activities into commercializable technology.

PART II. OTHER INFORMATION.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS.

Financings

On January 16, 2002, the Company consummated an additional issuance under the Stanford Private Placement of 571,429 shares of Common Stock and warrants to purchase 500,000 shares of Common Stock for the aggregate cash consideration of $1,000,000, on the same terms and conditions as the initial Stanford Private Placement.

Pursuant to the Accredited Investor Private Placement, from February 21, 2002 through April 17, 2002 the Company issued an aggregate of 1,321,429 shares of Common Stock and warrants to purchase and aggregate of 953,125 shares of Common Stock to six accredited investors for cash consideration in the aggregate amount of $2,213,500 as follows:

Date	Shares of Common Stock	Warrants to purchase shares of Common Stock	Cash Consideration
February 21, 2002	100,000	43,750	$ 175,000
February 27, 2002	57,143	25,000	100,000
March 12, 2002	50,000	21,875	87,500
March 15, 2002	57,143	25,000	100,000
April 12, 2002	857,143	750,000	1,500,000
April 17, 2002	200,000	87,500	350,000
Total:	1,321,429	953,125	$2,312,500

In addition, the Company entered into Registration Rights Agreements with these purchasers. The Registration Rights Agreements provide for, among other things, piggy-back registration rights for a three-year period from the date of each agreement.

On April 17, 2002, the Company closed the Accredited Investor Private Placement.

Warrant Grants to Non-Affiliates

As consideration for finders and consulting fees in connection with the private placements, on March 15, 2002, the Company issued warrants to certain entities to purchase an aggregate of 18,750 shares of Common Stock with an exercise price equal to $2.00 per share, and on April 17, 2002, the Company issued warrants for an additional 71,869 shares of Common Stock on the same terms and conditions as the warrants issued in the Accredited Investor Private Placement.

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, as transactions not involving a public offering. Each of the recipients acquired the securities for investment purposes only and not with a view to distribution and had adequate information about the Company.

ITEM 5. OTHER INFORMATION.

Board of Directors

On February 22, 2002, the Company's Board of Directors increased the size of the Board from five members to six members. In conjunction with this increase, the Board appointed David Rector to fill the newly created vacancy and to serve as a Director of the Company and a member of the Company's audit committee until Mr. Rector or his successor is duly elected and qualified at the Company's next annual meeting of stockholders.

Investor Relations

Effective April 22, 2002 (the "Effective Date"), the Company entered into an agreement with Lippert/Heilshorn & Associates, Inc. to provide financial communications services from the Effective Date through April 30, 2003. The agreement provides for a monthly fee of $10,000 plus reimbursement of certain expenses.

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

(a) Exhibits.

4.1 Form of Warrant issued to Stanford Venture Capital Holdings, Inc. and certain officers of Stanford Venture Capital Holdings, Inc. (with attached schedule of parties and terms thereto) (Incorporated by reference to Exhibit 4.1 of the Company's quarterly report on Form 10-QSB for the period ended December 31, 2001).

4.2 Form of Warrant issued to certain accredited investors (with attached schedule of parties and terms thereto).

4.3 Form of Warrant issued to Pond Equities, Inc. (with attached schedule of parties and terms thereto).

4.4 Form of Warrant issued to Perrin, Holden & Davenport Capital Corp. and certain principals thereof (with attached schedule of parties and terms thereto).

10.1 Securities Purchase Agreement by and between the Company and Stanford Venture Capital Holdings, Inc. dated January 16, 2002 (Incorporated by reference to Exhibit 10.2 of the Company's quarterly report on Form 10-QSB for the period ended December 31, 2001).

10.2 Form of Securities Purchase Agreement by and between the Company and certain accredited investors (with attached schedule of parties and terms thereto).

10.3 Form of Registration Rights Agreement by and between the Company and Stanford Venture Capital Holdings, Inc. (Incorporated by reference to Exhibit 10.5 of the Company's quarterly report on Form 10-QSB for the period ended December 31, 2001).

10.4 Form of Registration Rights Agreement by and between the Company and each of certain accredited investors (with attached schedule of parties and terms thereto).

10.5 Agreement for Service on the Company's Scientific Advisory Board by and between the Company and Dr. Russell A. Jones, dated February 12, 2002.

10.6 Agreement for Service on the Company's Scientific Advisory Board by and between the Company and Dr. Charles A. Dinarello, dated February 12, 2002.

10.7 Letter Agreement, dated March 25, 2002, made by and between the Company and Perrin, Holden & Davenport Capital Corp.

10.8 Letter Agreement, dated March 6, 2002, made by and between the Company and Pond Equities, Inc.

10.9 Letter Agreement, dated April 18, 2002, made by and between the Company and Lippert/Heilshorn & Associates, Inc.

(b) Reports on Form 8-K.

None.

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: May 9, 2002

By: /s/ Bruce C. Galton

Bruce C. Galton, President
and Chief Executive Officer
(Principal Executive Officer)

DATE: May 9, 2002

By: /s/ Joel Brooks

Joel Brooks, Chief Financial
Officer and Treasurer
(Principal Financial and
Accounting Officer)

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUED UPON ITS EXERCISE ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER SET FORTH IN SECTION 5 OF THIS WARRANT

Warrant No. [ ] Number of Shares:[ ] (subject to adjustment)

Date of Issuance: [ ]

Original Issue Date (as defined in subsection 2(a)): [ ]

SENESCO TECHNOLOGIES, INC.

Common Stock Purchase Warrant

(Void after [ ])

SENESCO TECHNOLOGIES, INC., a Delaware corporation (the "Company"), for value received, hereby certifies that [ ] (the "Registered Holder"), is entitled, subject to the terms and conditions set forth below, to purchase from the Company, at any time or from time to time on or after the date of issuance and on or before 5:00 p.m. (Eastern time) on [ ], [ ] shares of Common Stock, $0.01 par value per share, of the Company ("Common Stock"), at a purchase price of $[ ] per share. The shares purchasable upon exercise of this Warrant, and the purchase price per share, each as adjusted from time to time pursuant to the provisions of this Warrant, are hereinafter referred to as the "Warrant Shares" and the "Purchase Price," respectively.

1. Exercise.

(a) Vesting. The Warrant Shares shall be immediately exercisable.

(b) Method of Exercise. The Registered Holder may, at its option, elect to exercise this Warrant, in whole or in part and at any time or from time to time, by surrendering this Warrant, with the purchase form appended hereto as Exhibit I duly executed by or on behalf of the Registered Holder, at the principal office of the Company, or at such other office or agency as the Company may designate, accompanied by payment in full, in lawful money of the United States, of the Purchase Price payable in respect of the number of Warrant Shares purchased upon such exercise.

(c) Exercise Date. Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant shall have been surrendered to the Company as provided in subsection 1(b) above (the "Exercise Date"). At such time, the person or persons in whose name or names any certificates for Warrant Shares shall be issuable upon such exercise as provided in subsection 1(d) below shall be deemed to have become the holder or holders of record of the Warrant Shares represented by such certificates.

(d) Issuance of Certificates. As soon as practicable after the exercise of this Warrant in whole or in part, and in any event within 10 days thereafter, the Company, at its expense, will cause to be issued in the name of, and delivered to, the Registered Holder, or as the Registered Holder (upon payment by the Registered Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates for the number of full Warrant Shares to which the Registered Holder shall be entitled upon such exercise, which shall include, if applicable, the rounding of any fraction up to the nearest whole number of shares of Common Stock pursuant to Section 3 hereof; and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of Warrant Shares equal (without giving effect to any adjustment therein) to the number of such shares called for on the face of this Warrant minus the number of Warrant Shares for which this Warrant was so exercised.

2. Adjustments.

(a) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the date on which this Warrant was first issued (or, if this Warrant was issued upon partial exercise of, or in replacement of, another warrant of like tenor, then the date on which such original warrant was first issued) (either such date being referred to as the "Original Issue Date") effect a subdivision of the outstanding Common Stock, the Purchase Price then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Purchase Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph shall become

effective at the close of business on the date the subdivision or combination becomes effective.

(b) Adjustment for Certain Dividends and Distributions. In the event
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the Company at any time, or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Purchase Price then in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Purchase Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such
- -------- -------
dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Purchase Price shall

be recomputed accordingly as of the close of business on such record date and thereafter the Purchase Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions.

(c) Adjustment in Number of Warrant Shares. When any adjustment is required to be made in the Purchase Price pursuant to subsections 2(a) or 2(b), the number of Warrant Shares purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(d) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company (other than shares of Common Stock) or in cash or other property (other than regular cash dividends paid out of earnings or earned surplus, determined in accordance with generally accepted accounting principles), then and in each such event provision shall be made so that the Registered Holder shall receive upon exercise hereof, in addition to the number of shares of Common Stock issuable hereunder, the kind and amount of securities of the Company, cash or other property which the Registered Holder would have been entitled to receive had this Warrant been exercised on the date of such event and had the Registered Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained any such securities receivable during such period, giving application to all adjustments called for during such period under this Section 2 with respect to the rights of the Registered Holder.

(e) Adjustment for Reorganization. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections 2(a), 2(b) or 2(d)) (collectively, a "Reorganization"), then, following such Reorganization, the Registered Holder shall receive upon exercise hereof the kind and amount of securities, cash or other property which the Registered Holder would have been entitled to receive pursuant to such Reorganization if such exercise had taken place immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions set forth herein with respect to the rights and interests thereafter of the Registered Holder, to the end that the provisions set forth in this Section 2 (including provisions with respect to changes in and other adjustments of the Purchase Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities, cash or other property thereafter deliverable upon the exercise of this Warrant.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Purchase Price pursuant to this Section 2, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to the Registered Holder a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property for which this Warrant shall be exercisable and the Purchase Price) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at

any time of the Registered Holder (but in any event not later than 10 days thereafter), furnish or cause to be furnished to the Registered Holder a certificate setting forth (i) the Purchase Price then in effect and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the exercise of this Warrant.

3. Fractional Shares. The Company shall not be required upon the exercise of this Warrant to issue any fractions of shares of Common Stock or fractional Warrants; provided, however, that if the Registered Holder exercises this Warrant, any fractional shares of Common Stock shall be eliminated by rounding any fraction up to the nearest whole number of shares of Common Stock. The Registered Holder of this Warrant, by acceptance hereof, expressly waives his right to receive any fractional share of Common Stock or fractional Warrant upon exercise of this Warrant.

4. Investment Representations. The initial Registered Holder represents and warrants to the Company as follows:

(a) Investment. It is acquiring the Warrant, and (if and when it exercises this Warrant) it will acquire the Warrant Shares, for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and the Registered Holder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof;

(b) Federal and State Compliance. The Registered Holder understands that this Warrant and any Warrant Shares purchased upon its exercise are securities, the issuance of which requires compliance with federal and state securities law, including the Securities Act of 1933, as amended (the "Act");

(c) Accredited Investor. The Registered Holder is an "accredited investor" as defined in Rule 501(a) under the Act;

(d) Experience. The Registered Holder has made such inquiry concerning the Company and its business and personnel as it has deemed appropriate; and the Registered Holder has sufficient knowledge and experience in finance and business that it is capable of evaluating the risks and merits of its investment in the Company; and

(e) Restricted Securities. The Registered Holder acknowledges and understands that the Warrant and Warrant Shares constitute restricted securities under the Act and must be held indefinitely unless subsequently registered under the Act or an exemption from such registration is available.

5. Transfers, etc.

(a) 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 the Registered Holder only by the Registered Holder. The terms of this Warrant shall be binding upon the executors, administrators, heirs, successor and assigns of the Registered Holder.

(b) The Warrant Shares shall not be sold or transferred unless either (i) they first shall have been registered under the Act, or (ii) the Company first shall have been furnished with an opinion of legal counsel, reasonably satisfactory to the Company, to the effect that such sale or transfer is exempt from the registration requirements of the Act. Notwithstanding the foregoing, no registration or opinion of counsel shall be required for (i) a transfer by a Registered Holder which is an entity to a wholly owned subsidiary of such entity, a transfer by a Registered Holder which is a partnership to a partner of such partnership or a retired partner of such partnership or to the estate of any such partner or retired partner, or a transfer by a Registered Holder which is a limited liability company to a member of such limited liability company or a retired member or to the estate of any such member or retired member, provided that the transferee in each case agrees in writing to be subject to the terms of this Section 5, or (ii) a transfer made in accordance with Rule 144 under the Act.

(c) Each certificate representing Warrant Shares shall bear a legend substantially in the following form:

> "The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), and may not be offered, sold or otherwise transferred, pledged or hypothecated unless and until such securities are registered under such Act or an opinion of counsel satisfactory to the Company is obtained to the effect that such registration is not required."

The foregoing legend shall be removed from the certificates representing any Warrant Shares, at the request of the holder thereof, at such time as they become eligible for resale pursuant to Rule 144(k) under the Act.

(d) The Company will maintain a register containing the name and address of the Registered Holder of this Warrant. The Registered Holder may change its address as shown on the warrant register by written notice to the Company requesting such change.

6. Notices of Record Date, etc. In the event:

(a) the Company shall take a record of the holders of its Common Stock (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right; or

(b) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving entity and its Common Stock is not converted into or exchanged for any other securities or property), or any transfer of all or substantially all of the assets of the Company; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company, then, and in each such case, the Company will send or cause to be sent to the

Registered Holder a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time deliverable upon the exercise of this Warrant) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

7. Reservation of Stock. The Company will at all times reserve and keep
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available, solely for issuance and delivery upon the exercise of this Warrant, such number of Warrant Shares and other securities, cash and/or property, as from time to time shall be issuable upon the exercise of this Warrant.

8. Replacement Warrant. Upon receipt of evidence reasonably satisfactory
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to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

9. Agreement in Connection with Public Offering. The Registered Holder
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agrees, in connection with an underwritten public offering of the Company's securities pursuant to a registration statement under the Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Registered Holder (other than any shares included in the offering) without the prior written consent of the Company or the underwriters managing such underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

10. Notices. All notices and other communications from the Company to the
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Registered Holder in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the address last furnished to the Company in writing by the Registered Holder. All notices and other communications from the Registered Holder to the Company in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the Company at its principal office set forth below. If the Company should at any time change the location of its principal office to a place other than as set forth below, it shall give prompt written notice to the Registered Holder and thereafter all references in this Warrant to the location of its principal office at the particular time shall be as so specified in such notice. All such notices and communications shall be deemed delivered (i) two business days after being sent by certified or registered mail, return receipt requested, postage prepaid, or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery.

11. No Rights as Stockholder. Until the exercise of this Warrant, the Registered Holder shall not have or exercise any rights by virtue hereof as a stockholder of the Company.

12. Amendment or Waiver. Any term of this Warrant may be amended or waived only by an instrument in writing signed by the party against which enforcement of the change or waiver is sought. No waivers of any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

13. Section Headings. The section headings in this Warrant are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

14. Governing Law. This Warrant will be governed by and construed in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of law provisions thereof).

15. Facsimile Signatures. This Warrant may be executed by facsimile signature.

EXECUTED as of the Date of Issuance indicated above.

SENESCO TECHNOLOGIES, INC.

By: _____
Name:
Title:

ATTEST:

- _____

EXHIBIT I

PURCHASE FORM

To: _____ Dated: _____

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. [ ]), hereby elects to purchase [ ] shares of the Common Stock of SENESCO TECHNOLOGIES, INC. covered by such Warrant.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant in lawful money of the United States in the amount of $[ ].

[If an entity]

Entity Name: _____

By: _____

Name: _____

Title: _____

Address: _____

_____

Telecopy: _____

[If an individual]

_____

Name: _____

Address: _____

_____

Telecopy: _____

Schedule of Parties

to

Warrants Issued in Connection with the Private Placement to Certain Accredited Investors

Warrant No.	Date of Issuance	Warrant Holder	Number of Shares	Exercise Price
62	2/21/02	Moises Bucay Bissu	21,875	3.25
63	2/21/02	Moises Bucay Bissu	21,875	2.00
49	2/27/02	Leslie C. Quick III	12,500	3.25
48	2/27/02	Leslie C. Quick III	12,500	2.00
75	3/12/02	Alan J. Rubin	10,938	3.25
74	3/12/02	Alan J. Rubin	10,937	2.00
77	3/15/02	Periscope Partners, L.P.	12,500	3.25
76	3/15/02	Periscope Partners, L.P.	12,500	2.00
80	4/12/02	Seneca Capital, L.P.	375,000	3.25
79	4/12/02	Seneca Capital, L.P.	375,000	2.00
88	4/17/02	Apriori Investments Ltd.	43,750	3.25
87	4/17/02	Apriori Investments Ltd.	43,750	2.00

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUED UPON ITS EXERCISE ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER SET FORTH IN SECTION 5 OF THIS WARRANT

Warrant No. [ ] Number of Shares: [ ] (subject to adjustment)

Date of Issuance: [ ]

Original Issue Date (as defined in subsection 2(a)): March 15, 2002

SENESCO TECHNOLOGIES, INC.

Common Stock Purchase Warrant

(Void after [ ])

SENESCO TECHNOLOGIES, INC., a Delaware corporation (the "Company"), for value received, hereby certifies that Pond Equities, Inc., or its registered assigns (the "Registered Holder"), is entitled, subject to the terms and conditions set forth below, to purchase from the Company, subject to the vesting schedule in subsection 1(a) hereof, at any time or from time to time on or after the date of issuance and on or before 5:00 p.m. (Eastern time) on [ ], [ ], [ ] shares of Common Stock, $.O1 par value per share, of the Company ("Common Stock"), at a purchase price of $2.00 per share. The shares purchasable upon exercise of this Warrant, and the purchase price per share, each as adjusted from time to time pursuant to the provisions of this Warrant, are hereinafter referred to as the "Warrant Shares" and the "Purchase Price," respectively.

l. Exercise.

(a) Vesting. The Warrant Shares shall become exercisable in accordance with the following schedule (the "Vesting Schedule"):

Date Warrant Shares become Exercisable	Number of Warrant Shares becoming exercisable on such date
[ ]	[ ]

(b) Exercise for Cash. The Registered Holder may, at its option, elect to exercise this Warrant, subject to the Vesting Schedule, in whole or in part and at any time or from time to time, by surrendering this Warrant, with the purchase form appended hereto as Exhibit I duly executed by or on behalf of the Registered Holder, at the principal office of the Company, or at such other office or agency as the Company may designate, accompanied by payment in full, in lawful money of the United States, of the Purchase Price payable in respect of the number of Warrant Shares purchased upon such exercise.

(c) Cashless Exercise.

(i) The Registered Holder may, at its option, elect to exercise this Warrant, subject to the Vesting Schedule, in whole or in part and at any time or from time to time, on a cashless basis, by surrendering this Warrant, with the purchase form appended hereto as Exhibit I duly executed by or on behalf of the Registered Holder, at the principal office of the Company, or at such other office or agency as the Company may designate, by canceling a portion of this Warrant in payment of the Purchase Price payable in respect of the number of Warrant Shares purchased upon such exercise. In the event of an exercise pursuant to this subsection I(c), the number of Warrant Shares issued to the Registered Holder shall be determined according to the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where: X = the number of Warrant Shares that shall be issued to the Registered Holder;

Y = the number of Warrant Shares for which this Warrant is being exercised (which shall include both the number of Warrant Shares issued to the Registered Holder and the number of Warrant Shares subject to the portion of the Warrant being cancelled in payment of the Purchase Price);

A = the Fair Market Value (as defined below) of one share of Common Stock; and

B = the Purchase Price then in effect.

(ii) The Fair Market Value per share of Common Stock shall be determined as follows:

(1) If the Common Stock is listed on a national securities exchange, the Nasdaq National Market, the Nasdaq SmallCap Market or another nationally recognized trading system as of the Exercise Date, including the NASD OTC Bulletin Board, the Fair Market Value per share of Common Stock shall be deemed to be the closing sale price per share of Common Stock thereon on the average for the five (5) trading days immediately preceding the Exercise Date (provided that if no such price is reported on such day, the Fair Market
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Value per share of Common Stock shall be the average of the highest reported bid and lowest reported ask price, as reported or quoted on such exchange or such system, for the five (5) trading days immediately preceeding the Exercise Date.

(2) If the Common Stock is not listed on a national securities exchange, the Nasdaq National Market or another nationally recognized trading system as of the Exercise Date, the Fair Market Value per share of Common Stock shall be deemed to be the amount most recently determined by the Board of Directors of the Company (the "Board") to represent the fair market value per share of the Common Stock (including without limitation a determination for purposes of granting Common Stock options or issuing Common Stock under any plan, agreement or arrangement with employees of the Company); and, upon request of the Registered Holder, the Board (or a representative thereof) shall, as promptly as reasonably practicable but in any event not later than 10 days after such request, notify the Registered

Holder of the Fair Market Value per share of Common Stock and furnish the Registered Holder with reasonable documentation of the Board's determination of such Fair Market Value. Notwithstanding the foregoing, if the Board has not made such a determination within the three month period prior to the Exercise Date, then (A) the Board shall make, and shall provide or cause to be provided to the Registered Holder notice of, a determination of the Fair Market Value per share of the Common Stock within 15 days of a request by the Registered Holder that it do so, and (B) the exercise of this Warrant pursuant to this subsection 1(c) shall be delayed until such determination is made and notice thereof is provided to the Registered Holder.

(d) Exercise Date. Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant shall have been surrendered to the Company as provided in subsection 1(b) or 1(c) above (the "Exercise Date"). At such time, the person or persons in whose name or names any certificates for Warrant Shares shall be issuable upon such exercise as provided in subsection 1 (e) below shall be deemed to have become the holder or holders of record of the Warrant Shares represented by such certificates.

(e) Issuance of Certificates. As soon as practicable after the exercise of this Warrant in whole or in part, and in any event within 10 days thereafter, the Company, at its expense, will cause to be issued in the name of, and delivered to, the Registered Holder, or as the Registered Holder (upon payment by the Registered Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates for the number of full Warrant Shares to which the Registered Holder shall be entitled upon such exercise, which shall include, if applicable, the rounding of any fraction up to the nearest whole number of shares of Common Stock pursuant to Section 3 hereof; and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of Warrant Shares equal (without giving effect to any adjustment therein) to the number of such shares called for on the face of this Warrant minus the number of Warrant Shares for which this Warrant was so exercised (which, in the case of an exercise pursuant to subsection 1(c), shall include both the number of Warrant Shares issued to the Registered Holder pursuant to such partial exercise and the number of Warrant Shares subject to the portion of the Warrant being cancelled in payment of the Purchase Price).

2. Adjustments.

(a) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the date on which this Warrant was first issued (or, if this Warrant was issued upon partial exercise of, or in replacement of, another warrant of like tenor, then the date on which such original warrant was first issued) (either such date being referred to as the "Original Issue Date") effect a subdivision of the outstanding Common Stock, the Purchase Price then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Purchase Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph

shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Adiustment for Certain Dividends and Distributions. In the event the Company at any time, or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Purchase Price then in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Purchase Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Purchase Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Purchase Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions.

(c) Adiustment in Number of Warrant Shares. When any adjustment is required to be made in the Purchase Price pursuant to subsections 2(a) or 2(b), the number of Warrant Shares purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(d) Adiustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company (other than shares of Common Stock) or in cash or other property (other than regular cash dividends paid out of earnings or earned surplus, determined in accordance with generally accepted accounting principles), then and in each such event provision shall be made so that the Registered Holder shall receive upon exercise hereof, in addition to the number of shares of Common Stock issuable hereunder, the kind and amount of securities of the Company, cash or other property which the Registered Holder would have been entitled to receive had this Warrant been exercised on the date of such event and had the Registered Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained any such securities receivable during such period, giving application to all adjustments called for during such period under this Section 2 with respect to the rights of the Registered Holder.

(e) Adiustment for Reorganization. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections 2(a), 2(b) or 2(d)) (collectively, a "Reorganization"), then, following such Reorganization, the Registered Holder shall receive upon exercise hereof the kind and amount of securities, cash or other property which the Registered Holder would have been entitled to receive pursuant to such Reorganization if such exercise had taken place immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions set forth herein with respect to the rights and interests thereafter of the Registered Holder, to the end that the provisions set forth in this Section 2 (including provisions with respect to changes in and other adjustments of the Purchase Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities, cash or other property thereafter deliverable upon the exercise of this Warrant.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Purchase Price pursuant to this Section 2, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to the Registered Holder a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property for which this Warrant shall be exercisable and the Purchase Price) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any time of the Registered Holder (but in any event not later than 10 days thereafter), furnish or cause to be furnished to the Registered Holder a certificate setting forth (i) the Purchase Price then in effect and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the exercise of this Warrant.

3. Fractional Shares. The Company shall not be required upon the exercise of this Warrant to issue any fractions of shares of Common Stock or fractional Warrants; provided, however, that if the Registered Holder exercises this Warrant, any fractional shares of Common Stock shall be eliminated by rounding any fraction up to the nearest whole number of shares of Common Stock. The Registered Holder of this Warrant, by acceptance hereof, expressly waives his right to receive any fractional share of Common Stock or fractional Warrant upon exercise of this Warrant.

4. Investment Representations. The initial Registered Holder represents and warrants to the Company as follows:

(a) Investment. It is acquiring the Warrant, and (if and when it exercises this Warrant) it will acquire the Warrant Shares, for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and the Registered Holder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof;

(b) Federal and State Compliance. The Registered Holder understands that this Warrant and any Warrant Shares purchased upon its exercise are securities, the issuance of which requires compliance with federal and state securities law, including the Securities Act of 1933, as amended (the "Act");

(c) [Accredited Investor. The Registered Holder is an "accredited investor" as defined in Rule 501(a) under the Securities Act of 1933, as amended (the "Act");]

(d) Experience. The Registered Holder has made such inquiry concerning the Company and its business and personnel as it has deemed appropriate; and the Registered Holder has sufficient knowledge and experience in finance and business that it is capable of evaluating the risks and merits of its investment in the Company; and

(e) Restricted Securities. The Registered Holder acknowledges and understands that the Warrant and Warrant Shares constitute restricted securities under the Act and must be held indefinitely unless subsequently registered under the Act or an exemption from such registration is available.

5. Transfers, etc.

(a) This Warrant and the Warrant Shares shall not be sold or transferred unless either (i) they first shall have been registered under the Act, or (ii) the Company first shall have been furnished with an opinion of legal counsel, reasonably satisfactory to the Company, to the effect that such sale or transfer is exempt from the registration requirements of the Act. Notwithstanding the foregoing, no registration or opinion of counsel shall be required for (i) a transfer by a Registered Holder which is an entity to a wholly owned subsidiary of such entity, a transfer by a Registered Holder which is a partnership to a partner of such partnership or a retired partner of such partnership or to the estate of any such partner or retired partner, or a transfer by a Registered Holder which is a limited liability company to a member of such limited liability company or a retired member or to the estate of any such member or retired member, provided that the transferee in each case agrees in writing to be subject to the terms of this Section 5, or (ii) a transfer made in accordance with Rule 144 under the Act.

(b) Each certificate representing Warrant Shares shall bear a legend substantially in the following form:

> "The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), and may not be offered, sold or otherwise transferred, pledged or hypothecated unless and until such securities are registered under such Act or an opinion of counsel satisfactory to the Company is obtained to the effect that such registration is not required."

The foregoing legend shall be removed from the certificates representing any Warrant Shares, at the request of the holder thereof, at such time as they become eligible for resale pursuant to Rule 144(k) under the Act.

(c) The Company will maintain a register containing the name and address of the Registered Holder of this Warrant. The Registered Holder may change its address as shown on the warrant register by written notice to the Company requesting such change.

(d) Subject to the provisions of Section 5 hereof, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant with a properly executed assignment (in the form of Exhibit II hereto) at the principal office of the Company (or, if another office
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or agency has been designated by the Company for such purpose, then at such other office or agency).

6. Notices of Record Date, etc. In the event:

(a) the Company shall take a record of the holders of its Common Stock (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right; or

(b) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving entity and its Common Stock is not converted into or exchanged for any other securities or property), or any transfer of all or substantially all of the assets of the Company; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company,

then, and in each such case, the Company will send or cause to be sent to the Registered Holder a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time deliverable upon the exercise of this Warrant) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

7. Reservation of Stock. The Company will at all times reserve and
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keep available, solely for issuance and delivery upon the exercise of this Warrant, such number of Warrant Shares and other securities, cash and/or property, as from time to time shall be issuable upon the exercise of this Warrant.

8. Exchange or Replacement of Warrants.

(a) Upon the surrender by the Registered Holder, properly endorsed, to the Company at the principal office of the Company, the Company will, subject to the provisions of Section 5 hereof, issue and deliver to or upon the order of the Registered Holder, at the Company's expense, a new Warrant or Warrants of like tenor, in the name of the Registered Holder or as the Registered Holder (upon payment by the Registered Holder of any applicable transfer taxes) may direct, calling in the aggregate on the face or faces thereof for the number of shares of Common Stock (or other securities, cash and/or property) then issuable upon exercise of this Warrant.

(b) Upon receipt of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

9. Agreement in Connection with Public Offering. The Registered Holder agrees, in connection with an underwritten public offering of the Company's securities pursuant to a registration statement under the Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Registered Holder (other than any shares included in the offering) without the prior written consent of the Company or the underwriters managing such underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

10. Notices. All notices and other communications from the Company to the Registered Holder in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the address last furnished to the Company in writing by the Registered Holder. All notices and other communications from the Registered Holder to the Company in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the Company at its principal office set forth below. If the Company should at any time change the location of its principal office to a place other than as set forth below, it shall give prompt written notice to the Registered Holder and thereafter all references in this Warrant to the location of its principal office at the particular time shall be as so specified in such notice. All such notices and communications shall be deemed delivered (i) two business days after being sent by certified or registered mail, return receipt requested, postage prepaid, or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery.

11. No Rights as Stockholder. Until the exercise of this Warrant, the Registered Holder shall not have or exercise any rights by virtue hereof as a stockholder of the Company.

12. Amendment or Waiver. Any term of this Warrant may be amended or waived only by an instrument in writing signed by the party against which enforcement of the change or waiver is sought. No waivers of any term, condition or provision of this Warrant, in any one or

more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

13. Section Headings. The section headings in this Warrant are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

14. Governing Law. This Warrant will be governed by and construed in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of law provisions thereof).

15. Facsimile Signatures. This Warrant may be executed by facsimile signature.

EXECUTED as of the Date of Issuance indicated above.

SENESCO TECHNOLOGIES, INC.

By: ---

Title:

ATTEST:

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EXHIBIT I

PURCHASE FORM

To: _____ Dated: _____

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. ___), hereby elects to purchase (check applicable box):

o _____ shares of the Common Stock of SENESCO TECHNOLOGIES, INC. covered by such Warrant; or

o the maximum number of shares of Common Stock covered by such Warrant pursuant to the cashless exercise procedure set forth in subsection 1(c).

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant. Such payment takes the form of (check applicable box or boxes):

o $_____ in lawful money of the United States; and/or

o the cancellation of such portion of the attached Warrant as is exercisable for a total of _____ Warrant Shares (using a Fair Market Value of $_____ per share for purposes of this calculation); and/or

o the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 1 (c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 1(c).

Signature: _____

Address: _____

_____

EXHIBIT II

ASSIGNMENT FORM

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers all of the rights of the undersigned under the attached Warrant (No. ____) with respect to the number of shares of Common Stock of SENESCO TECHNOLOGIES, INC. covered thereby set forth below, unto:

Name of Assignee	Address	No. of Shares

Dated: _____ Signature: _____

Signature Guaranteed:

By: _____

The signature should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program) pursuant to Rule 17Ad- 15 under the Securities Exchange Act of 1934.

Schedule of Terms

to

Warrants Issued to Pond Equities, Inc.

Warrant No.	Date of Issuance	Warrant Holder	Number of Shares	Exercise Price
78	03/15/02	Pond Equities, Inc.	6,888	2.00
89	03/15/02	Pond Equities, Inc.	11,682	2.00

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUED UPON ITS EXERCISE ARE SUBJECT TO THE RESTRICTIONS ON TRANSFER SET FORTH IN SECTION 5 OF THIS WARRANT

Warrant No. [ ] Number of Shares:[ ] (subject to adjustment)

Date of Issuance: [ ]

Original Issue Date (as defined in subsection 2(a)): [ ]

SENESCO TECHNOLOGIES, INC.

Common Stock Purchase Warrant

(Void after [ ])

SENESCO TECHNOLOGIES, INC., a Delaware corporation (the "Company"), for value received, hereby certifies that [ ] (the "Registered Holder"), is entitled, subject to the terms and conditions set forth below, to purchase from the Company, at any time or from time to time on or after the date of issuance and on or before 5:00 p.m. (Eastern time) on [ ], [ ] shares of Common Stock, $0.01 par value per share, of the Company ("Common Stock"), at a purchase price of $[ ] per share. The shares purchasable upon exercise of this Warrant, and the purchase price per share, each as adjusted from time to time pursuant to the provisions of this Warrant, are hereinafter referred to as the "Warrant Shares" and the "Purchase Price," respectively.

1. Exercise.

(a) Vesting. The Warrant Shares shall be immediately exercisable.

(b) Method of Exercise. The Registered Holder may, at its option, elect to exercise this Warrant, in whole or in part and at any time or from time to time, by surrendering this Warrant, with the purchase form appended hereto as Exhibit I duly executed by or on behalf of the Registered Holder, at the principal office of the Company, or at such other office or agency as the Company may designate, accompanied by payment in full, in lawful money of the United States, of the Purchase Price payable in respect of the number of Warrant Shares purchased upon such exercise.

(c) Exercise Date. Each exercise of this Warrant shall be deemed to have been effected immediately prior to the close of business on the day on which this Warrant shall have been surrendered to the Company as provided in subsection 1(b) above (the "Exercise Date"). At such time, the person or persons in whose name or names any certificates for Warrant Shares shall be issuable upon such exercise as provided in subsection 1(d) below shall be deemed to have become the holder or holders of record of the Warrant Shares represented by such certificates.

(d) Issuance of Certificates. As soon as practicable after the exercise of this Warrant in whole or in part, and in any event within 10 days thereafter, the Company, at its expense, will cause to be issued in the name of, and delivered to, the Registered Holder, or as the Registered Holder (upon payment by the Registered Holder of any applicable transfer taxes) may direct:

(i) a certificate or certificates for the number of full Warrant Shares to which the Registered Holder shall be entitled upon such exercise, which shall include, if applicable, the rounding of any fraction up to the nearest whole number of shares of Common Stock pursuant to Section 3 hereof; and

(ii) in case such exercise is in part only, a new warrant or warrants (dated the date hereof) of like tenor, calling in the aggregate on the face or faces thereof for the number of Warrant Shares equal (without giving effect to any adjustment therein) to the number of such shares called for on the face of this Warrant minus the number of Warrant Shares for which this Warrant was so exercised.

2. Adjustments.

(a) Adjustment for Stock Splits and Combinations. If the Company shall at any time or from time to time after the date on which this Warrant was first issued (or, if this Warrant was issued upon partial exercise of, or in replacement of, another warrant of like tenor, then the date on which such original warrant was first issued) (either such date being referred to as the "Original Issue Date") effect a subdivision of the outstanding Common Stock, the Purchase Price then in effect immediately before that subdivision shall be proportionately decreased. If the Company shall at any time or from time to time after the Original Issue Date combine the outstanding shares of Common Stock, the Purchase Price then in effect immediately before the combination shall be proportionately increased. Any adjustment under this paragraph shall become

effective at the close of business on the date the subdivision or combination becomes effective.

(b) Adjustment for Certain Dividends and Distributions. In the event
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the Company at any time, or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in additional shares of Common Stock, then and in each such event the Purchase Price then in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Purchase Price then in effect by a fraction:

(1) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(2) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution;

provided, however, that if such record date shall have been fixed and such
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dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Purchase Price shall

be recomputed accordingly as of the close of business on such record date and thereafter the Purchase Price shall be adjusted pursuant to this paragraph as of the time of actual payment of such dividends or distributions.

(c) Adjustment in Number of Warrant Shares. When any adjustment is required to be made in the Purchase Price pursuant to subsections 2(a) or 2(b), the number of Warrant Shares purchasable upon the exercise of this Warrant shall be changed to the number determined by dividing (i) an amount equal to the number of shares issuable upon the exercise of this Warrant immediately prior to such adjustment, multiplied by the Purchase Price in effect immediately prior to such adjustment, by (ii) the Purchase Price in effect immediately after such adjustment.

(d) Adjustments for Other Dividends and Distributions. In the event the Company at any time or from time to time after the Original Issue Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Company (other than shares of Common Stock) or in cash or other property (other than regular cash dividends paid out of earnings or earned surplus, determined in accordance with generally accepted accounting principles), then and in each such event provision shall be made so that the Registered Holder shall receive upon exercise hereof, in addition to the number of shares of Common Stock issuable hereunder, the kind and amount of securities of the Company, cash or other property which the Registered Holder would have been entitled to receive had this Warrant been exercised on the date of such event and had the Registered Holder thereafter, during the period from the date of such event to and including the Exercise Date, retained any such securities receivable during such period, giving application to all adjustments called for during such period under this Section 2 with respect to the rights of the Registered Holder.

(e) Adjustment for Reorganization. If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Company in which the Common Stock is converted into or exchanged for securities, cash or other property (other than a transaction covered by subsections 2(a), 2(b) or 2(d)) (collectively, a "Reorganization"), then, following such Reorganization, the Registered Holder shall receive upon exercise hereof the kind and amount of securities, cash or other property which the Registered Holder would have been entitled to receive pursuant to such Reorganization if such exercise had taken place immediately prior to such Reorganization. In any such case, appropriate adjustment (as determined in good faith by the Board) shall be made in the application of the provisions set forth herein with respect to the rights and interests thereafter of the Registered Holder, to the end that the provisions set forth in this Section 2 (including provisions with respect to changes in and other adjustments of the Purchase Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities, cash or other property thereafter deliverable upon the exercise of this Warrant.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Purchase Price pursuant to this Section 2, the Company at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to the Registered Holder a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property for which this Warrant shall be exercisable and the Purchase Price) and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at

any time of the Registered Holder (but in any event not later than 10 days thereafter), furnish or cause to be furnished to the Registered Holder a certificate setting forth (i) the Purchase Price then in effect and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the exercise of this Warrant.

3. Fractional Shares. The Company shall not be required upon the exercise of this Warrant to issue any fractions of shares of Common Stock or fractional Warrants; provided, however, that if the Registered Holder exercises this Warrant, any fractional shares of Common Stock shall be eliminated by rounding any fraction up to the nearest whole number of shares of Common Stock. The Registered Holder of this Warrant, by acceptance hereof, expressly waives his right to receive any fractional share of Common Stock or fractional Warrant upon exercise of this Warrant.

4. Investment Representations. The initial Registered Holder represents and warrants to the Company as follows:

(a) Investment. It is acquiring the Warrant, and (if and when it exercises this Warrant) it will acquire the Warrant Shares, for its own account for investment and not with a view to, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling the same; and the Registered Holder has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for the disposition thereof;

(b) Federal and State Compliance. The Registered Holder understands that this Warrant and any Warrant Shares purchased upon its exercise are securities, the issuance of which requires compliance with federal and state securities law, including the Securities Act of 1933, as amended (the "Act");

(c) Accredited Investor. The Registered Holder is an "accredited investor" as defined in Rule 501(a) under the Act;

(d) Experience. The Registered Holder has made such inquiry concerning the Company and its business and personnel as it has deemed appropriate; and the Registered Holder has sufficient knowledge and experience in finance and business that it is capable of evaluating the risks and merits of its investment in the Company; and

(e) Restricted Securities. The Registered Holder acknowledges and understands that the Warrant and Warrant Shares constitute restricted securities under the Act and must be held indefinitely unless subsequently registered under the Act or an exemption from such registration is available.

5. Transfers, etc.

(a) 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 the Registered Holder only by the Registered Holder. The terms of this Warrant shall be binding upon the executors, administrators, heirs, successor and assigns of the Registered Holder.

(b) The Warrant Shares shall not be sold or transferred unless either (i) they first shall have been registered under the Act, or (ii) the Company first shall have been furnished with an opinion of legal counsel, reasonably satisfactory to the Company, to the effect that such sale or transfer is exempt from the registration requirements of the Act. Notwithstanding the foregoing, no registration or opinion of counsel shall be required for (i) a transfer by a Registered Holder which is an entity to a wholly owned subsidiary of such entity, a transfer by a Registered Holder which is a partnership to a partner of such partnership or a retired partner of such partnership or to the estate of any such partner or retired partner, or a transfer by a Registered Holder which is a limited liability company to a member of such limited liability company or a retired member or to the estate of any such member or retired member, provided that the transferee in each case agrees in writing to be subject to the terms of this Section 5, or (ii) a transfer made in accordance with Rule 144 under the Act.

(c) Each certificate representing Warrant Shares shall bear a legend substantially in the following form:

> "The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended (the "Act"), and may not be offered, sold or otherwise transferred, pledged or hypothecated unless and until such securities are registered under such Act or an opinion of counsel satisfactory to the Company is obtained to the effect that such registration is not required."

The foregoing legend shall be removed from the certificates representing any Warrant Shares, at the request of the holder thereof, at such time as they become eligible for resale pursuant to Rule 144(k) under the Act.

(d) The Company will maintain a register containing the name and address of the Registered Holder of this Warrant. The Registered Holder may change its address as shown on the warrant register by written notice to the Company requesting such change.

6. Notices of Record Date, etc. In the event:

(a) the Company shall take a record of the holders of its Common Stock (or other stock or securities at the time deliverable upon the exercise of this Warrant) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of stock of any class or any other securities, or to receive any other right; or

(b) of any capital reorganization of the Company, any reclassification of the Common Stock of the Company, any consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the surviving entity and its Common Stock is not converted into or exchanged for any other securities or property), or any transfer of all or substantially all of the assets of the Company; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Company, then, and in each such case, the Company will send or cause to be sent to the

Registered Holder a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up is to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other stock or securities at the time deliverable upon the exercise of this Warrant) shall be entitled to exchange their shares of Common Stock (or such other stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation or winding-up. Such notice shall be sent at least 10 days prior to the record date or effective date for the event specified in such notice.

7. Reservation of Stock. The Company will at all times reserve and keep
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available, solely for issuance and delivery upon the exercise of this Warrant, such number of Warrant Shares and other securities, cash and/or property, as from time to time shall be issuable upon the exercise of this Warrant.

8. Replacement Warrant. Upon receipt of evidence reasonably satisfactory
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to the Company of the loss, theft, destruction or mutilation of this Warrant and (in the case of loss, theft or destruction) upon delivery of an indemnity agreement (with surety if reasonably required) in an amount reasonably satisfactory to the Company, or (in the case of mutilation) upon surrender and cancellation of this Warrant, the Company will issue, in lieu thereof, a new Warrant of like tenor.

9. Agreement in Connection with Public Offering. The Registered Holder
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agrees, in connection with an underwritten public offering of the Company's securities pursuant to a registration statement under the Act, (i) not to sell, make short sale of, loan, grant any options for the purchase of, or otherwise dispose of any shares of Common Stock held by the Registered Holder (other than any shares included in the offering) without the prior written consent of the Company or the underwriters managing such underwritten public offering of the Company's securities for a period of 180 days from the effective date of such registration statement, and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering.

10. Notices. All notices and other communications from the Company to the
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Registered Holder in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the address last furnished to the Company in writing by the Registered Holder. All notices and other communications from the Registered Holder to the Company in connection herewith shall be mailed by certified or registered mail, postage prepaid, or sent via a reputable nationwide overnight courier service guaranteeing next business day delivery, to the Company at its principal office set forth below. If the Company should at any time change the location of its principal office to a place other than as set forth below, it shall give prompt written notice to the Registered Holder and thereafter all references in this Warrant to the location of its principal office at the particular time shall be as so specified in such notice. All such notices and communications shall be deemed delivered (i) two business days after being sent by certified or registered mail, return receipt requested, postage prepaid, or (ii) one business day after being sent via a reputable nationwide overnight courier service guaranteeing next business day delivery.

11. No Rights as Stockholder. Until the exercise of this Warrant, the Registered Holder shall not have or exercise any rights by virtue hereof as a stockholder of the Company.

12. Amendment or Waiver. Any term of this Warrant may be amended or waived only by an instrument in writing signed by the party against which enforcement of the change or waiver is sought. No waivers of any term, condition or provision of this Warrant, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

13. Section Headings. The section headings in this Warrant are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

14. Governing Law. This Warrant will be governed by and construed in accordance with the internal laws of the State of New Jersey (without reference to the conflicts of law provisions thereof).

15. Facsimile Signatures. This Warrant may be executed by facsimile signature.

EXECUTED as of the Date of Issuance indicated above.

SENESCO TECHNOLOGIES, INC.

By: _____
Name:
Title:

ATTEST:

- ------------------------

EXHIBIT I

PURCHASE FORM

To: _____ Dated: _____

The undersigned, pursuant to the provisions set forth in the attached Warrant (No. [ ]), hereby elects to purchase [ ] shares of the Common Stock of SENESCO TECHNOLOGIES, INC. covered by such Warrant.

The undersigned herewith makes payment of the full purchase price for such shares at the price per share provided for in such Warrant in lawful money of the United States in the amount of $[ ].

[If an entity]

Entity Name: _____

By: _____

Name: _____

Title: _____

Address: _____

_____

Telecopy: _____

[If an individual]

_____

Name: _____

Address: _____

_____

Telecopy: _____

Schedule of Parties

to

Warrants Issued in Connection with Perrin, Holden & Davenport Capital Corp.

Warrant No.	Date of Issuance	Warrant Holder	Number of Shares	Exercise Price
81	04/17/02	Perin Holden & Davenport Capital, L.P.	7,186	2.00
82	04/17/02	Perin Holden & Davenport Capital, L.P.	7,187	3.25
83	04/17/02	Joseph DiLustro	14,374	2.00
84	04/17/02	Joseph DiLustro	14,374	3.25
85	04/17/02	Chet Dubov	14,374	2.00
86	04/17/02	Chet Dubov	14,374	3.25

SECURITIES PURCHASE AGREEMENT

SECURITIES PURCHASE AGREEMENT (this "Agreement"), dated as of [ ], by and among Senesco Technologies, Inc., a Delaware corporation (the "Company"), and those persons listed on the signature pages attached hereto (individually, a "Purchaser" and collectively, the "Purchasers").

W I T N E S S E T H :
- - - - - - - - - -

WHEREAS, the Company desires to sell, transfer and assign to the Purchasers, and the Purchasers desire to purchase from the Company: (i) a minimum of 571,428 shares (the "Shares") of the Company's restricted common stock, $0.01 par value per share (the "Common Stock"), and warrants to purchase 250,000 shares of Common Stock (the "Warrants") for an aggregate purchase price of $1,000,000; and (ii) a maximum of 1,714,286 Shares of Common Stock and Warrants to purchase 750,000 shares of Common Stock for an aggregate purchase price of $3,000,000 (the Warrants, together with the Shares, shall be referred to herein as the "Securities");

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

SECTION I

PURCHASE AND SALE OF THE SECURITIES

A. Purchase and Sale. Subject to the terms and conditions of this Agreement and on the basis of the representations, warranties, covenants and agreements herein contained, the Company hereby agrees to sell, transfer, assign and convey the respective number of Securities to each Purchaser as set forth on the signature pages attached hereto, and each Purchaser agrees to purchase, acquire and accept their respective number of Securities from the Company as set forth on the signature pages attached hereto.

B. Purchase Price. The Securities are hereby offered at a price of $1.75 per unit, equal to one share of Common Stock and a Warrant to purchase 0.4375 shares of Common Stock. The aggregate purchase price for the Securities to be paid by the Purchasers to the Company is a minimum of $1,000,000 and a maximum of $3,000,000 (the "Aggregate Purchase Price"). The Aggregate Purchase Price shall be paid by the Purchasers to the Company on the Closing Date either via certified bank check or irrevocable wire transfer and shall be paid by the Purchasers in the amounts set forth on the signature pages attached hereto. The parties to this Agreement agree that, as soon as reasonably practicable after the date hereof, they shall allocate, in good faith, the purchase price between the Shares and Warrants so purchased.

C. Warrants. Fifty percent (50%) of the Warrants shall have an exercise price of $2.00 per share and fifty percent (50%) of the Warrants shall have an exercise price of $3.25 per share.

SECTION II

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF THE COMPANY

The Company represents and warrants to, and covenants and agrees with, the Purchasers, as of the date hereof, that:

A. Organization; Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full corporate power and authority to own its properties and to conduct the business in which it is now engaged.

B. Authority. The Company has the full corporate power, authority and legal right to execute and deliver this Agreement and to perform all of its obligations and covenants hereunder, and no consent or approval of any other person or governmental authority is required therefore. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations and covenants hereunder and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting the enforceability of creditors' rights in general or by general principles of equity.

C. No Legal Bar; Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, violates any provision of the Certificate of Incorporation, as amended, or By-Laws of the Company or any law, statute, ordinance, regulation, order, judgment or decree of any court or governmental agency, or conflicts with or results in any breach of any of the terms of or constitutes a default under or results in the termination of or the creation of any lien pursuant to the terms of any contract or agreement to which the Company is a party or by which the

Company or any of its assets is bound.

D. Non-Assessable Shares. The Securities being issued hereunder have been duly authorized and, the Shares, when issued to the Purchasers for the consideration herein provided, and the shares of Common Stock issued upon the proper exercise of the Warrants, will be validly issued, fully paid and non-assessable.

SECTION III

REPRESENTATIONS, WARRANTIES, COVENANTS
AND AGREEMENTS OF THE PURCHASERS

Each Purchaser, severally, and not jointly, represents and warrants to, and covenants and agrees with, the Company, as of the date hereof, that:

A. Organization (if applicable). The Purchaser is, and as of the Closing will be, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

B. Authorization. The Purchaser has, and as of the Closing will have, all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes its legal, valid and binding obligation, enforceable against the Purchaser in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws affecting the enforceability of creditors' rights in general or by general principles of equity.

C. No Legal Bar; Conflicts. Neither the execution and delivery of this Agreement, nor the consummation by the Purchaser of the transactions contemplated hereby, violates any law, statute, ordinance, regulation, order, judgment or decree of any court or governmental agency applicable to the Purchaser, or violates, or conflicts with, any contract, commitment, agreement, understanding or arrangement of any kind to which the Purchaser is a party or by which the Purchaser is bound.

D. No Litigation. No action, suit or proceeding against the Purchaser relating to the consummation of any of the transactions contemplated by this Agreement nor any governmental action against the Purchaser seeking to delay or enjoin any such transactions is pending or, to the Purchaser's knowledge, threatened.

E. Investment Intent. The Purchaser: (i) is an accredited investor within the meaning of Rule 501(a) under the Securities Act of 1933, as amended (the "Act"); (ii) is aware of the limits on resale imposed by virtue of the nature of the transactions contemplated by this Agreement, specifically the restrictions imposed by Rule 144 of the Act, and is aware that the certificates representing the Purchaser's respective ownership of the Securities will bear related restrictive legends; and (iii) except as otherwise set forth herein, is acquiring the shares of the Company hereunder without registration under the Act in reliance on the exemption from registration contained in Section 4(2) of the Act and/or Rule 506 promulgated pursuant to Regulation D of the Act, for investment for its own account, and not with a view toward, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling such shares. The Purchaser represents that the Accredited Investor Questionnaire provided to the Company is true and complete in all respects. The Purchaser has been given the opportunity to ask questions of, and receive answers from, the officers of the Company regarding the Company, its current and proposed business operations and the Securities, and the officers of the Company have made available to the Purchaser all documents and information that the Purchaser has requested relating

to an investment in the Company. The Purchaser has been given the opportunity to retain competent legal counsel in connection with the purchase of the Securities and acknowledges that the Company has relied upon the Purchaser's representations in this Section 3 in offering and selling the Securities to the Purchaser.

F. Economic Risk; Restricted Securities. The Purchaser recognizes that the investment in the Securities involves a number of significant risks. The foregoing, however, does not limit or modify the representations, warranties and agreements of the Company in Section 2 of this Agreement or the right of the Purchaser to rely thereon. The Purchaser is able to bear the economic risks of an investment in the Securities for an indefinite period of time, has no need for liquidity in such investment and, at the present time, can afford a complete loss of such investment.

G. Access to Information.

(i) The Purchaser has received and reviewed a copy of the following documents of the Company:

1. Private Placement Memorandum dated November 1, 2001;
2. Annual Report on Form 10-KSB for the year ended June 30, 2001;
3. Definitive Proxy Statement for the 2001 Annual Meeting of Stockholders;
4. Quarterly Report on Form 10-QSB for the quarter ended September 30, 2001; and
5. Any press releases issued after the Company's most recently filed Form 10-QSB.

(ii) The Purchaser represents that it has not received any information about the Company other than what has been disclosed in the documents set forth above, and has had the opportunity to ask questions of, and receive answers from, the Company regarding the foregoing documents.

H. Suitability. The Purchaser has carefully considered, and has, to the extent the Purchaser deems it necessary, discussed with the Purchaser's own professional legal, tax and financial advisers the suitability of an investment in the Securities for the Purchaser's particular tax and financial situation, and the Purchaser has determined that the Securities is a suitable investment.

I. Legend. The Purchaser acknowledges that the certificates evidencing the Securities will bear the following legend:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE PLEDGED, HYPOTHECATED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SHARES UNDER SUCH ACT OR AN OPINION OF COUNSEL TO THE ISSUER THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT.

SECTION IV

THE CLOSING AND CONDITIONS TO CLOSING

A. Time and Place of the Closing. The closing shall be held at the offices of Hale and Dorr LLP, 650 College Road East, Princeton, New Jersey 08540, on [ ] (the "Closing Date"), or such other time and place as the Company and the Purchasers may mutually agree.

B. Delivery by the Company. Delivery of the Securities shall be made by the Company, or by its transfer agent, as applicable, to the Purchasers as soon as reasonably practicable after the Closing Date by delivering certificates representing their respective portion of Securities as set forth on the signature pages attached hereto, each such certificate to be accompanied by any requisite documentary or transfer tax stamps.

C. Delivery by the Purchasers. On or before the Closing Date, each Purchaser shall deliver to the Company its respective portion of the Aggregate Purchase Price, based on the number of Securities purchased by such Purchaser as set forth on the signature pages attached hereto, by certified bank check or by irrevocable wire transfer to the Company's escrow agent as per the escrow instructions attached hereto as Exhibit A.

D. Minimum Investment. The consummation of the sale and issuance of the Securities hereunder shall be conditioned upon the Company receiving subscriptions of at least $1,000,000.

E. Registration Rights Agreement. The Company shall deliver to each Purchaser, and each Purchaser shall deliver to the Company, an executed copy of that certain Registration Rights Agreement made by and among the Company and the Purchasers of even date herewith.

F. Other Conditions to Closing. As of the Closing Date, all requisite action by the Company's Board of Directors shall have been taken pursuant to the By-Laws of the Company.

SECTION V

MISCELLANEOUS

A. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and no modification hereof shall be effective unless in writing and signed by the party against which it is sought to be enforced.

B. Invalidity, Etc. If any provision of this Agreement, or the application of any such provision to any person or circumstance, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

C. Headings. The headings of this Agreement are for convenience of reference only and are not part of the substance of this Agreement.

D. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable in the case of agreements made and to be performed entirely within such State, without regard to principles of conflicts of law, and the parties hereto hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of New Jersey.

F. Counterparts. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

* * * * * *

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

COMPANY:

SENESCO TECHNOLOGIES, INC.

By: _____
Name:
Title:

PURCHASERS:

[If an entity]

Entity Name: _____

By: _____
Name: _____
Title: _____
Address: _____

_____
Telecopy: _____

[If an individual]

Name: _____
Title: _____
Address: _____

_____
Telecopy: _____

(a) Investment Amount: $ _____

(b) Number of shares of Common Stock
(line (a) divided by $1.75): _____ shares

(c) Warrants to purchase shares of Common Stock
(line (b) multiplied by 0.4375):
_____
warrant shares

Schedule of Parties

to

Securities Purchase Agreements in Connection with the Private Placement to Certain Accredited Investors

Date of Agreement	Investor	Aggregate Investment	Common Stock Issued	Warrants Issued
2/21/02	Moises Bucay Bissu	$175,000	100,000	43,750
2/27/02	Leslie C. Quick III	$100,000	57,143	25,000
3/12/02	Alan J. Rubin	$87,500	50,000	21,875
3/15/02	Periscope Partners, L.P.	$100,000	57,143	25,000
4/12/02	Seneca Capital, L.P.	$1,500,000	857,143	750,000
4/17/02	Apriori Investments Ltd.	$350,000	200,000	87,500

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (the "Agreement") is dated as of [ ] by and among Senesco Technologies, Inc., a Delaware corporation (the "Company"), and those persons listed on the signature pages attached hereto (individually, a "Purchaser" and collectively, the "Purchasers").

RECITALS

WHEREAS, it is a condition precedent to the obligations of each Purchaser under that certain Securities Purchase Agreement made by and among the Purchasers and the Company, dated as of the date hereof (the "Securities Purchase Agreement"), that the Company grant registration rights for the shares of common stock of the Company, $0.01 par value per share (the "Common Stock"), in connection with resales by the Purchasers of the Common Stock; and

WHEREAS, the Company and the Purchasers now desire to enter into this Agreement in order to facilitate such resales.

AGREEMENT

The parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions. The following terms, as used herein, have the following meanings.

"Board" means the Board of Directors of the Company.

"Business Day" means any day except a Saturday, Sunday or other day on which banks in New Jersey are authorized by law to close.

"Common Stock" has the meaning given to it in the recitals to this Agreement.

"Closing Date" shall mean the Closing Date as defined in the Securities Purchase Agreement.

"Commission" means the Securities and Exchange Commission.

"Company" means Senesco Technologies, Inc., a Delaware corporation.

"Effective Time" means the date of effectiveness of any Registration Statement.

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

"Fahnestock Registration Rights Agreements" means those certain registration rights agreements executed by the Company and certain investors in which Fahnestock & Co., Inc. acted as the placement agent.

"Holder" has the meaning given to it in Section 2.1(b) hereof.

"NASD" means the National Association of Securities Dealers, Inc.

"Person" means an individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

"Registration Statement" means a Registration Statement of the Company relating to the registration for sale of Common Stock, including the Prospectus included therein, all amendments and supplements thereto (including post-effective amendments) and all exhibits and materials incorporated by reference therein.

"Restricted Securities" means any Securities held by the Purchasers until (i) a Registration Statement covering such Securities has been declared effective by the Commission and such Securities have been disposed of pursuant to such effective Registration Statement, (ii) such Securities qualify to be sold under circumstances in Rule 144(k) (or any similar provisions then in force), (iii) such Securities are otherwise transferred, the Company has delivered a new certificate or other evidence of ownership for such Securities not bearing a legend restricting further transfer and such Securities may be resold without registration under the Securities Act, or (iv) such Securities shall have ceased to be outstanding.

"Securities" means the shares of Common Stock held by the Purchaser on the date hereof, or issued upon the proper exercise of the Warrants issued to the Purchasers on the date hereof, and any securities issued in respect of such shares upon any stock split, stock dividend, recapitalization, merger, consolidation, reorganization or similar event.

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

"Securities Purchase Agreement" has the meaning given to it in the recitals to this Agreement.

"Warrants" shall have the meaning set forth in the Securities Purchase Agreement.

As used in this Agreement, words in the singular include the plural, and in the plural include the singular.

ARTICLE 2

REGISTRATION RIGHTS

2.1 Securities Subject to this Agreement.

(a) The Securities entitled to the benefits of this Agreement are the Restricted Securities, but only for so long as they remain Restricted Securities.

(b) A Person is deemed to be a holder of Restricted Securities (each, a "Holder") whenever such Person is the registered holder of such Restricted Securities on the Company's books and records.

2.2 Piggyback Registration.

(a) At any time that the Company proposes to file a Registration Statement within three (3) years from the date hereof, the Company shall give the Holders written notice of its intention to do so and of the intended method of sale (the "Registration Notice") within a reasonable time prior to the anticipated filing date of the Registration Statement effecting such registration. Each Holder may request inclusion of any Restricted Securities in such Registration Statement by delivering to the Company, within ten (10) Business Days after receipt of the Registration Notice, a written notice (the "Piggyback Notice") stating the number of Restricted Securities proposed to be included and that such shares are to be included in any underwriting only on the same terms and conditions as the shares of Common Stock otherwise being sold through underwriters under such Registration Statement. The Company shall use its reasonable efforts to cause all Restricted Securities specified in the Piggyback Notice to be included in the Registration Statement and any related offering, all to the extent requisite to permit the sale by the Holders of such Restricted Securities in accordance with the method of sale applicable to the other shares of Common Stock included in such Registration Statement; provided, however, that if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each Holder of Restricted Securities and, thereupon:

(i) in the case of a determination not to register, shall be relieved of its obligation to register any Restricted Securities in connection with such registration (but not from its obligation to pay the Registration Expenses, as defined in Section 2.6, in connection therewith), and

(ii) in the case of a delay in registering, shall be permitted to delay registering any Restricted Securities for the same period as the delay in registering such other securities.

(b) The Company's obligation to include Restricted Securities in a Registration Statement pursuant to Section 2.2(a) shall be subject to the following limitations:

(i) The Company shall not be obligated to include any Restricted Securities in a Registration Statement filed on Form S-4, Form S-8 or such other similar successor forms then in effect under the Securities Act.

(ii) If a Registration Statement involves an underwritten offering and the managing underwriter advises the Company in writing that, in its opinion, the number of the Restricted Securities requested to be included in such Registration Statement exceeds the number which can be sold in such offering without adversely affecting the offering, the Company will not include any Restricted Securities in such Registration Statement, or if some of the requested Restricted Securities can be included in such Registration Statement, the Company will only include such number of Restricted Securities which the Company is so advised can be sold in such offering without adversely affecting the offering, determined as follows:

(A) first, all securities proposed by the Company to be sold for its own account shall be included in the Registration Statement;

(B) second, any securities proposed to be sold pursuant to the Fahnestock Registration Rights Agreements; and

(C) third, any Restricted Securities requested to be included in such registration on a pari passu basis with any other securities of the Company which have been afforded registration rights by the Company prior to, or as of the date hereof.

(iii) The Company shall not be obligated to include Restricted Securities in more than two (2) Registration Statements.

(c) No Holder of Restricted Securities may include any of its Restricted Securities in the Registration Statement pursuant to this Agreement unless and until such Holder furnishes to the Company in writing, within ten (10) Business Days after receipt of a written request therefor, such information specified in Item 507 of Regulation S-K under the Securities Act or such other information as the Company may reasonably request for use in connection with the Registration Statement or Prospectus or preliminary Prospectus included therein and in any application to the NASD. Each Holder as to which the Registration Statement is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make all information previously furnished to the Company by such Holder not materially misleading.

2.3 Registration Procedures. In connection with any Registration Statement and any Prospectus required by this Agreement to permit the sale or resale of Restricted Securities, the Company shall:

(a) prepare and file with the Commission such amendments and post-effective amendments to such Registration Statement as may be necessary to keep such Registration Statement effective until such time as all of such securities have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof set forth in such Registration Statement; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act,

and to comply fully with the applicable provisions of Rules 424 and 430A, as applicable, under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in such Registration Statement or supplement or the Prospectus;

(b) promptly (and in respect of events covered by clause (i) hereof, on the same day as the Company shall receive notice of effectiveness) advise the Holders covered by such Registration Statement and, if requested by such Persons, confirm such advice in writing, (i) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and when the same has become effective, (ii) of any request by the Commission for post-effective amendments to such Registration Statement or post-effective amendments to such Registration Statement or post-effective amendments or supplements to the Prospectus or for additional information relating thereto, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of any such Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, and (iv) of the existence of any fact or the happening of any event that makes any statement of a material fact made in any such Registration Statement, the related Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in any such Registration Statement or the related Prospectus in order to make the statements therein not misleading. If at any time the Commission shall issue any stop order suspending the effectiveness of such Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Restricted Securities under state securities or Blue Sky laws, the Company shall use its reasonable efforts to obtain the withdrawal or lifting of such order at the earliest possible time;

(c) promptly furnish to each Holder of Restricted Securities covered by any Registration Statement, and each underwriter, if any, without charge, at least one conformed copy of any Registration Statement, as first filed with the Commission, and of each amendment thereto, including all documents incorporated by reference therein and all exhibits (including exhibits incorporated therein by reference) and any related correspondence between the Company and its counsel or accountants and the Commission or staff of the Commission and such other documents as such Holder may reasonably request;

(d) deliver to each Holder covered by any Registration Statement, and each underwriter, if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Person reasonably may request;

(e) enter into such customary agreements and take all such other reasonable action in connection therewith (including those reasonably requested by the selling Holders or the underwriter(s), if any) required in order to expedite or facilitate the disposition of such Restricted Securities pursuant to such Registration Statement, including, but not limited to, dispositions pursuant to an underwritten registration, and in such connection:

(i) make such representations and warranties to the selling Holders and underwriter(s), if any, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings (whether or not sales of securities pursuant to such Registration Statement are to be made to an underwriter(s)) and confirm the same if and when requested;

(ii) obtain opinions of counsel to the Company (which counsel and opinions, in form and substance, shall be reasonably satisfactory to the selling Holders and the underwriter(s), if any, and their respective counsel) addressed to each selling Holder and underwriter, if any, covering the matters customarily covered in opinions requested in underwritten offerings (whether or not sales of securities pursuant to such Registration Statement are to be made to an underwriter(s)) and dated the date of effectiveness of any Registration Statement (and, in the case of any underwritten sale of securities pursuant to such Registration Statement, each closing date of sales to the underwriter(s) pursuant thereto);

(iii) use reasonable efforts to obtain comfort letters dated the date of effectiveness of any Registration Statement (and, in the case of any underwritten sale of securities pursuant to such Registration Statement, each closing date of sales to the underwriter(s), if any, pursuant thereto) from the independent certified public accountants of the Company addressed to each selling Holder and underwriter, if any, such letters to be in customary form and covering matters of the type customarily covered in comfort letters in connection with underwritten offerings (whether or not sales of securities pursuant to such Registration Statement are to be made to an underwriter(s));

(iv) provide for the indemnification provisions and procedures of Section 2.7 hereof with respect to selling Holders and the underwriter(s), if any, and;

(v) deliver such documents and certificates as may be reasonably requested by the selling Holders or the underwriter(s), if any, and which are customarily delivered in underwritten offerings (whether of not sales of securities pursuant to such Registration Statement are to be made to an underwriter(s), with such documents and certificates to be dated the date of effectiveness of any Registration Statement.

The actions required by clauses (i) through (v) above shall be done at each closing under such underwriting or similar agreement, as and to the extent required thereunder, and if at any time the representations and warranties of the Company contemplated in clause (i) above cease to be true and correct, the Company shall so advise the underwriter(s), if any, and each selling Holder promptly, and, if requested by such Person, shall confirm such advice in writing;

(f) prior to any public offering of Restricted Securities, cooperate with the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Restricted Securities under the securities or Blue Sky laws of such U.S. jurisdictions as the selling Holders or underwriter(s), if any, may reasonably request in writing by the time any Registration Statement is declared effective by the Commission, and do any and all other acts or filings necessary or advisable to enable disposition in such U.S. jurisdictions of the Restricted Securities covered by any Registration Statement and to file such consents to service of process or other documents as may be necessary in order to effect such

registration or qualification; provided, however, that the Company shall not be required to register or qualify as a foreign corporation in any jurisdiction where it is not then so qualified or as a dealer in securities in any jurisdiction where it would not otherwise be required to register or qualify but for this Section 2.3, or to take any action that would subject it to the general service of process in suits or to general taxation, in any jurisdiction where it is not then so subject;

(g) in connection with any sale of Restricted Securities that will result in such securities no longer being Restricted Securities, cooperate with the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Restricted Securities to be sold and not bearing any restrictive legends; and enable such Restricted Securities to be in such denominations and registered in such names as the Holders or the underwriter(s), if any, may request at least two (2) Business Days prior to any sale of Restricted Securities made by such underwriters;

(h) use its reasonable efforts to cause the disposition of the Restricted Securities covered by any Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Restricted Securities, subject to the proviso contained in Section 2.3(f);

(i) if any fact or event contemplated by Section 2.3(b) shall exist or have occurred, prepare a supplement or post-effective amendment to any Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statement therein not misleading;

(j) cooperate and assist in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter") that is required to be retained in accordance with the rules and regulations of the NASD, and use its reasonable efforts to cause any Registration Statement to become effective and approved by such U.S. governmental agencies or authorities as may be necessary to enable the Holders selling Restricted Securities to consummate the disposition of such Restricted Securities;

(k) otherwise use its reasonable efforts to comply with all applicable rules and regulations of the Commission, and make generally available to its security holders with regard to such Registration Statement, as soon as practicable, a consolidated earnings statement meeting the requirements of Rule 158 (which need not be audited) for the twelve (12)- month period (i) commencing at the end of any fiscal quarter in which Restricted Securities are sold to the underwriter in a firm or best efforts underwritten offering or (ii) if not sold to an underwriter in such an offering, beginning with the first month of the Company's first fiscal quarter commencing after the effective date of any Registration Statement;

(l) provide a CUSIP number for all Restricted Securities not later than the effective date of any Registration Statement;

(m) use its best efforts to list, not later than the effective date of such Registration Statement, all Restricted Securities covered by such Registration Statement on the NASD OTC Electronic Bulletin Board or any other trading market on which any Common Stock of the Company are then admitted for trading; and

(n) provide promptly to each Holder covered by any Registration Statement upon request each document filed with the Commission pursuant to the requirements of Section 12 and Section 14 of the Exchange Act.

Each Holder agrees by acquisition of a Restricted Security that, upon receipt of any notice from the Company of the existence of any fact of the kind described in Section 2.3(b)(iv), such Holder will forthwith discontinue disposition of Restricted Securities pursuant to any Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 2.3(i), or until it is advised in writing, in accordance with the notice provisions of Section 3.3 herein (the "Advice"), by the Company that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental fillings that are incorporated by reference in the Prospectus. If so directed by the Company, each Holder will deliver to the Company all copies, other than permanent file copies, then in such Holder's possession, of the Prospectus covering such Restricted Securities that was current at the time of receipt of such notice.

2.4 Preparation; Reasonable Investigation. In connection with the preparation and filing of each Registration Statement under the Securities Act, the Company will give the Holders of Restricted Securities registered under such Registration Statement, their underwriter, if any, and their respective counsel and accountants, the opportunity to participate in the preparation of such Registration Statement, each prospectus included therein or filed with the Commission, and each amendment thereof or supplement thereto, and will give each of them access to its books and records and such opportunities to discuss the business, finances and accounts of the Company and its subsidiaries with its officers, directors and the independent public accountants who have certified its financial statements as shall be necessary, in the opinion of such Holders and such underwriters' respective counsel, to conduct a reasonable investigation within the meaning of the Securities Act.

2.5 Certain Rights of Holders. The Company will not file any Registration Statement under the Securities Act which refers to any Holder of Restricted Securities by name or otherwise without the prior approval of such Holder, which consent shall not be unreasonably withheld or delayed.

2.6 Registration Expenses.

(a) All expenses incident to the Company's performance of or compliance with this Agreement will be borne by the Company, regardless of whether a Registration Statement becomes effective, including without limitation: (i) all registration and filing fees and expenses (including filings made with the NASD and reasonable counsel fees in connection therewith); (ii) all reasonable fees and expenses of compliance with federal securities and state Blue Sky or securities laws (including all reasonable fees and expenses of one counsel to the underwriter(s) in any underwriting) in connection with compliance with state Blue Sky or securities laws for all

states in the United States; (iii) all expenses of printing, messenger and delivery services and telephone calls; (iv) all fees and disbursements of counsel for the Company; and (v) all fees and disbursements of independent certified public accountants of the Company (including the expenses of any special audit and comfort letters required by or incident to such performance), but excluding from this paragraph, fees and expenses of counsel to the underwriter(s), if any, unless otherwise set forth herein.

(b) The Company will not be responsible for any underwriting discounts, commissions or fees attributable to the sale of Restricted Securities or any legal fees or disbursements (other than any such fees or disbursements relating to Blue Sky compliance or otherwise as set forth under Section 2.6(a)) incurred by any underwriters in any underwritten offering if the underwriter participates in such underwritten offering at the request of the Holders of Restricted Securities, or any transfer taxes that may be imposed in connection with a sale or transfer of Restricted Securities.

(c) The Company shall, in any event, bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Company.

2.7 Indemnification; Contribution.

(a) The Company agrees to indemnify and hold harmless (i) each Holder covered by any Registration Statement, (ii) each other Person who participates as an underwriter in the offering or sale of such securities, (iii) each Person, if any, who controls (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) any such Holder or underwriter (any of the Persons referred to in this clause (iii) being hereinafter referred to as a "controlling Person"), and (iv) the respective officers, directors, partners, employees, representatives and agents of any such Holder or underwriter or any controlling Person (any Person referred to in clause (i), (ii), (iii) or (iv) may hereinafter be referred to as an "indemnified Person"), to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, judgments or expenses, joint or several (or actions or proceedings, whether commenced or threatened, in respect thereof) (collectively, "Claims"), to which such indemnified Person may become subject under either Section 15 of the Securities Act or Section 20 of the Exchange Act or otherwise, insofar as such Claims arise out of or are based upon, or are caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (or any amendment or supplement thereto), or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or a violation by the Company of the Securities Act or any state securities law, or any rule or regulation promulgated under the Securities Act or any state securities law, or any other law applicable to the Company relating to any such registration or qualification, except insofar as such losses, claims, damages, liabilities, judgments or expenses of any such indemnified Person; (x) are caused by any such untrue statement or omission or alleged untrue statement or omission that is based upon information relating to such indemnified Person furnished in writing to the Company by or on behalf of any of such indemnified Person expressly for use therein; (y) with respect to the preliminary Prospectus, result from the fact that such Holder sold Securities to a Person to whom there was

not sent or given, at or prior to the written confirmation of such sale, a copy of the Prospectus, as amended or supplemented, if the Company shall have previously furnished copies thereof to such Holder in accordance with this Agreement and said Prospectus, as amended or supplemented, would have corrected such untrue statement or omission; or (z) as a result of the use by an indemnified Person of any Prospectus when, upon receipt of a notice from the Company of the existence of any fact of the kind described in Section 2.3(b)(iv), the indemnified Person or the related Holder was not permitted to do so. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any indemnified Person and shall survive the transfer of such securities by such Holder.

In case any action shall be brought or asserted against any of the indemnified Persons with respect to which indemnity may be sought against the Company, such indemnified Person shall promptly notify the Company and the Company shall assume the defense thereof. Such indemnified Person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the indemnified Person unless (i) the employment of such counsel shall have been specifically authorized in writing by the Company, (ii) the Company shall have failed to assume the defense and employ counsel, or (iii) the named parties to any such action (including any implied parties) include both the indemnified Person and the Company and the indemnified Person shall have been advised in writing by its counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Company (in which case the Company shall not have the right to assume the defense of such action on behalf of the indemnified Person), it being understood, however, that the Company shall not, in connection with such action or similar or related actions or proceedings arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) at any time for all the indemnified Persons, which firm shall be (x) designated by such indemnified Persons; and (y) reasonably satisfactory to the Company. The Company shall not be liable for any settlement of any such action or proceeding effected without the Company's prior written consent, which consent shall not be withheld unreasonably, and the Company agrees to indemnify and hold harmless any indemnified Person from and against any loss, claim, damage, liability, judgment or expense by reason of any settlement of any action effected with the written consent of the Company. The Company shall not, without the prior written consent of each indemnified Person, settle or compromise or consent to the entry of judgment on or otherwise seek to terminate any pending or threatened action, claim, litigation or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not any indemnified Person is a party thereto), unless such settlement, compromise, consent or termination includes an unconditional release of each indemnified Person from all liability arising out of such action, claim litigation or proceeding.

(b) Each Holder of Restricted Securities covered by any Registration Statement agrees, severally and not jointly, to indemnify and hold harmless the Company and its directors, officers and any Person controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company, and the respective officers, directors, partners, employees, representatives and agents of each, to the same extent as the foregoing indemnity from the Company to each of the indemnified Persons, but only (i) with
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respect to actions based on information relating to such Holder furnished in writing by or on behalf of such Holder

expressly for use in any Registration Statement or Prospectus, and (ii) to the extent of the gross proceeds, if any, received by such Purchaser from the sale or other disposition of his or its Restricted Securities covered by such Registration Statement. In case any action or proceeding shall be brought against the Company or its directors or officers or any such controlling Person in respect of which indemnity may be sought against a Holder of Restricted Securities covered by any Registration Statement, such Holder shall have the rights and duties given the Company in Section 2.7(a) (except that the Holder may but shall not be required to assume the defense thereof), and the Company or its directors or officers or such controlling Person shall have the rights and duties given to each Holder by Section 2.7(a).

(c) If the indemnification provided for in this Section 2.7 is unavailable to an indemnified party under Section 2.7(a) or (b) (other than by reason of exceptions provided in those Sections) in respect of any losses, claims, damages, liabilities, judgments or expenses referred to therein, then each applicable indemnifying party (in the case of the Holders severally and not jointly), in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims damages, liabilities, judgments or expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Holder on the other hand from sale of Restricted Securities, or (ii) if such allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and such Holder in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities, judgments or expenses, as well as any other relevant equitable considerations. The relative fault of the Company on the one hand and of such Holder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by such Holder and the parties relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid to a party as a result of the losses, claims, damages, liabilities judgments and expenses referred to above shall be deemed to include, subject to the limitations set forth in the second paragraph of Section 2.7(a), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim.

The Company and each Holder of Restricted Securities covered by any Registration Statement agree that it would not be just and equitable if contribution pursuant to this Section 2.7(c) were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 2.7(c), no Holder (and none of its related indemnified Persons) shall be required to contribute, in the aggregate, any amount in excess of the amount by which the dollar amount of proceeds received by such Holder upon the sale of the Restricted Securities exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of such untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution provisions contained in this Section 2.7 are in addition to any liability which the indemnifying Person may otherwise have to the indemnified Persons referred to above.

2.8 Participation in Underwritten Registrations. No Holder may participate in any underwritten registration hereunder unless such Holder (a) agrees to sell such Holder's Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

2.9 Selection of Underwriters. The Holders of Restricted Securities covered by any Registration Statement who desire to do so may sell such Restricted Securities in an underwritten offering. In any such underwritten offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by the Company. Such investment bankers and managers are referred to herein as the "underwriters."

ARTICLE 3

MISCELLANEOUS

3.1 Entire Agreement. This Agreement, together with the Securities Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreement and understandings, both oral and written, between the parties with respect to the subject matter hereof.

3.2 Successors and Assigns and Heirs. This Agreement shall inure to the benefit of and be binding upon the successors and assigns and heirs of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders of Restricted Securities; provided, however, that this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign or heirs acquired Restricted Securities from such Holder at a time when such Holder could not transfer such Restricted Securities pursuant to any Registration Statement or pursuant to Rule 144(k) under the Securities Act as contemplated by clause (ii) of the definition of Restricted Securities.

3.3 Notices. All notices and other communications given or made pursuant hereto or pursuant to any other agreement among the parties, unless otherwise specified, shall be in writing and shall be deemed to have been duly given or made if sent by telecopy (with confirmation in writing), delivered personally or by overnight courier or sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the telecopy number, if any, or address set forth below or at such other addresses as shall be furnished by the parties by like notice. Notices sent by telecopier shall be effective when receipt is acknowledged, notices delivered personally or by overnight courier shall be effective upon receipt and notices sent by registered or certified mail shall be effective three (3) days after mailing:

if to a Holder: to such Holder at the address set forth on the records of the Company as the record owners of the Common Stock

if to the Company:
Senesco Technologies, Inc.
303 George Street, Suite 420
New Brunswick, New Jersey 08901
Telephone: (732) 296-8400
Telecopy: (732) 296-9292
Attention: Bruce C. Galton
President and Chief Executive Officer

with copies to:
Hale and Dorr LLP
650 College Road East
Princeton, New Jersey 08540
Telephone: (609) 750-7600
Telecopy: (609) 750-7700
Attention: Emilio Ragosa, Esq.

3.4 Headings. The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

3.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

3.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable in the case of agreements made and to be performed entirely within such State, without regard to principles of conflicts of law, and the parties hereto hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of New Jersey.

3.7 Specific Enforcement. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate, and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies which may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary to permanent injunction or any other equitable remedy which may then be available.

3.8 Amendment and Waivers; Subordination. The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given unless the Company has obtained the written consent of the Holders of a majority of the Restricted Securities affected thereby. It is hereby understood and agreed to by the parties hereto that the registration rights granted hereunder are subordinate to the registration rights granted by the Company pursuant to the Fahnestock Registration Rights Agreements.

3.9 Eligibility under Rule 144. With a view to making available to the Purchasers the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the Commission that may at any time permit the Purchasers to sell securities of the Company to the public without registration, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the Commission in a timely manner all reports and other documents required of the Company under the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Purchaser so long as such Purchaser owns Restricted Securities, promptly upon request (i) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the investors to sell such securities pursuant to Rule 144 without registration.

* * * * * * * *

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

COMPANY:

By:

Name:
Title:

PURCHASERS:

[If an entity]

By:

Name:

Title:

Address:

Telecopy:

[If an individual]

Name:

Address:

Telecopy:

Schedule of Parties

to

Registration Rights Agreement by and between the Company and

Certain Accredited Investors

Date of the Agreement	Accredited Investor
2/21/02	Moises Bucay Bissu
2/27/02	Leslie C. Quick III
3/12/02	Alan J. Rubin
3/15/02	Periscope Partners, L.P.
4/12/02	Seneca Capital, L.P.
4/17/02	Apriori Investments Ltd.

February 12, 2002

Dr. Russell A. Jones
Dept. of Plant & Microbial Biology
311A Koshland Hall
University of California, Berkeley
Berkeley, CA 94720-3102

RE: AGREEMENT FOR SERVICE ON SENESCO TECHNOLOGIES, INC. SCIENTIFIC ADVISORY BOARD

Dear Dr. Jones:

This will confirm the terms of the agreement between you and Senesco Technologies, Inc. ("SENESCO") concerning your service on the SENESCO Scientific Advisory Board.

You have agreed to serve on the SENESCO Scientific Advisory Board for a three year term to begin on March 1, 2002 and end on February 28, 2005. This agreement may be terminated by either party with ninety (90) days written notice. In this capacity, you agree to provide consulting services relating to research and development on genes and their cognate expressed proteins that are induced during or coincident with the onset of cell death, which may initiate or facilitate cell death, together with methods for controlling cell death that involve altering the expression of these genes, along with all other SENESCO technological developments ("Subject Matter of this Agreement"). As a member of the SENESCO Scientific Advisory Board, you agree to alert the company to technology and research in the industry which is relevant to the Subject Matter of this Agreement, and to act as a member of a forum for the exchange of new ideas. You agree to participate in conference calls, participate in brief conference at your offices, and review materials forwarded to you by SENESCO (the volume of time and materials shall be reasonable in light of your position). As compensation for your service, SENESCO agrees to pay you $10,000 per annum, payable in equal quarterly installments. In addition, SENESCO will reimburse you for reasonable out of pocket expenses incurred by you in connection with your services hereunder.

As a condition of your service to SENESCO, you will agree to keep Confidential Information of SENESCO in confidence:

a. Confidential Information includes all information disclosed by SENESCO to you whether said disclosure is made in writing, by submission of samples, orally, or otherwise, relating to the matters which are within the scope and are

the subject of this Agreement and all other associated information regarding SENESCO's past, present, or future research, technology, know-how, ideas, concepts, designs, products, prototypes, processes, machines, compositions of matter, business plans, technical information, drawings, specifications and the like, relating in each case to the Subject Matter of this Agreement and any knowledge or information developed by you as a result of work in connection with this Agreement; except information which, at the time of the disclosure to you or development under this agreement:

(1) is established by written records to be in the public domain other than as a consequence of an act by you;

(2) was in your possession prior to the disclosure and is demonstrated through written record that such information was in your possession prior to disclosure from SENESCO, and was not the subject of an earlier confidential relationship with SENESCO; or

(3) was rightfully acquired by you from a third party, who was lawfully in possession of such information after the disclosure and was under no obligation to SENESCO to maintain its confidentiality.

b. All Confidential Information of SENESCO disclosed to you shall remain the sole property of SENESCO. You agree that the Confidential Information will be kept in strict confidence until such Confidential Information becomes readily and conveniently available in the trade. You agree that you will not directly or indirectly disclose, furnish, disseminate, make available or use the Confidential Information except as necessary to perform the consulting services under the provision of this Agreement. Your confidentiality obligations hereunder will survive the termination of this agreement.

c. While you serve on the SENESCO Scientific Advisory Board, you will promptly inform SENESCO if you discover that a third party is making or threatening to make unauthorized use of Confidential Information.

d. You acknowledge that the agreements contained herein are of a special nature and that any material breach of this Agreement by you will result in irreparable harm or injury to SENESCO.

You represent and warrant that you have the full power to enter into and perform this Agreement, and that you are under no obligation or restriction and will not assume any obligation or restriction that would in any way be considered by a reasonable person to interfere with, be inconsistent with, or present a conflict of interest concerning your services in connection with this

Agreement.

During the period of this Agreement, you represent and warrant that you are not rendering and will not render any other consulting services relating to the Subject Matter of this Agreement.

You hereby assign and agree to assign to SENESCO all of your right, title and interest in any inventions made, conceived of or arising as a result of your performance of duties under this Agreement. All information and know-how relating to such inventions is also deemed Confidential Information of SENESCO and shall be kept in confidence by you pursuant to this Agreement. SENESCO has control of all right, title and interest to any patent or patent application drawn to such inventions conceived of or made during the performance of your work under this Agreement. You shall, at the reasonable request and expense of SENESCO, at any time during or after the termination of this Agreement, execute all documents and perform all such acts as SENESCO may deem necessary or advisable to confirm SENESCO's sole and exclusive ownership right, title and interest in such inventions in any country. You agree to do all acts and execute all documents at the expense and request of SENESCO that SENESCO may deem necessary to secure its rights to such inventions, including but not limited to assisting in the preparation and prosecution of patent applications.

In view of the highly confidential nature of the services to be rendered by you under this Agreement, you hereby agree that you will not, during the period of this Agreement, act as a consultant, or perform any other services, either directly or indirectly, for any entity in the world which is competitive with SENESCO relating to the Subject Matter of this Agreement. The parties hereby agree that the period of time and scope of the restrictions specified herein are both reasonable and justifiable to prevent harm to the legitimate business interests of SENESCO, including but not limited to preventing transfer of Confidential Information to SENESCO's competitors and/or preventing other unauthorized disclosures or use of SENESCO's technology and inventions.

Yours Truly,

/s/ Sascha P. Fedyszyn

Sascha P. Fedyszyn
Vice President, Corporate Development
SENESCO TECHNOLOGIES, INC.

Agreed: /s/ Dr. Russell A. Jones

February 12, 2002

Dr. Charles A. Dinarello
Professor of Medicine
University of Colorado, School of Medicine
4200 East Ninth Avenue
Denver, CO 80262

RE: AGREEMENT FOR SERVICE ON SENESCO TECHNOLOGIES, INC. SCIENTIFIC ADVISORY BOARD

Dear Dr. Dinarello:

This will confirm the terms of the agreement between you and Senesco Technologies, Inc. ("SENESCO") concerning your service on the SENESCO Scientific Advisory Board.

You have agreed to serve on the SENESCO Scientific Advisory Board for a three year term to begin on March 1, 2002 and end on February 28, 2005. This agreement may be terminated by either party with ninety (90) days written notice. In this capacity, you agree to provide consulting services relating to research and development on genes and their cognate expressed proteins that are induced during or coincident with the onset of cell death, which may initiate or facilitate cell death, together with methods for controlling cell death that involve altering the expression of these genes, along with all other SENESCO technological developments ("Subject Matter of this Agreement"). As a member of the SENESCO Scientific Advisory Board, you agree to alert the company to technology and research in the industry which is relevant to the Subject Matter of this Agreement, and to act as a member of a forum for the exchange of new ideas. You agree to participate in conference calls, participate in brief conference at your offices, and review materials forwarded to you by SENESCO (the volume of time and materials shall be reasonable in light of your position). As compensation for your service, SENESCO agrees to pay you $10,000 per annum, payable in equal quarterly installments. In addition, SENESCO will reimburse you for reasonable out of pocket expenses incurred by you in connection with your services hereunder.

As a condition of your service to SENESCO, you will agree to keep Confidential Information of SENESCO in confidence:

a. Confidential Information includes all information disclosed by SENESCO to you whether said disclosure is made in writing, by submission of samples, orally, or otherwise, relating to the matters which are within the scope and are

the subject of this Agreement and all other associated information regarding SENESCO's past, present, or future research, technology, know-how, ideas, concepts, designs, products, prototypes, processes, machines, compositions of matter, business plans, technical information, drawings, specifications and the like, relating in each case to the Subject Matter of this Agreement and any knowledge or information developed by you as a result of work in connection with this Agreement; except information which, at the time of the disclosure to you or development under this agreement:

(1) is established by written records to be in the public domain other than as a consequence of an act by you;

(2) was in your possession prior to the disclosure and is demonstrated through written record that such information was in your possession prior to disclosure from SENESCO, and was not the subject of an earlier confidential relationship with SENESCO; or

(3) was rightfully acquired by you from a third party, who was lawfully in possession of such information after the disclosure and was under no obligation to SENESCO to maintain its confidentiality.

b. All Confidential Information of SENESCO disclosed to you shall remain the sole property of SENESCO. You agree that the Confidential Information will be kept in strict confidence until such Confidential Information becomes readily and conveniently available in the trade. You agree that you will not directly or indirectly disclose, furnish, disseminate, make available or use the Confidential Information except as necessary to perform the consulting services under the provision of this Agreement. Your confidentiality obligations hereunder will survive the termination of this agreement.

c. While you serve on the SENESCO Scientific Advisory Board, you will promptly inform SENESCO if you discover that a third party is making or threatening to make unauthorized use of Confidential Information.

d. You acknowledge that the agreements contained herein are of a special nature and that any material breach of this Agreement by you will result in irreparable harm or injury to SENESCO.

You represent and warrant that you have the full power to enter into and perform this Agreement, and that you are under no obligation or restriction and

will not assume any obligation or restriction that would in any way be considered by a reasonable person to interfere with, be inconsistent with, or present a conflict of interest concerning your services in connection with this Agreement.

During the period of this Agreement, you represent and warrant that you are not rendering and will not render any other consulting services relating to the Subject Matter of this Agreement.

You hereby assign and agree to assign to SENESCO all of your right, title and interest in any inventions made, conceived of or arising as a result of your performance of duties under this Agreement. All information and know-how relating to such inventions is also deemed Confidential Information of SENESCO and shall be kept in confidence by you pursuant to this Agreement. SENESCO has control of all right, title and interest to any patent or patent application drawn to such inventions conceived of or made during the performance of your work under this Agreement. You shall, at the reasonable request and expense of SENESCO, at any time during or after the termination of this Agreement, execute all documents and perform all such acts as SENESCO may deem necessary or advisable to confirm SENESCO's sole and exclusive ownership right, title and interest in such inventions in any country. You agree to do all acts and execute all documents at the expense and request of SENESCO that SENESCO may deem necessary to secure its rights to such inventions, including but not limited to assisting in the preparation and prosecution of patent applications.

In view of the highly confidential nature of the services to be rendered by you under this Agreement, you hereby agree that you will not, during the period of this Agreement, act as a consultant, or perform any other services, either directly or indirectly, for any entity in the world which is competitive with SENESCO relating to the Subject Matter of this Agreement. The parties hereby agree that the period of time and scope of the restrictions specified herein are both reasonable and justifiable to prevent harm to the legitimate business interests of SENESCO, including but not limited to preventing transfer of Confidential Information to SENESCO's competitors and/or preventing other unauthorized disclosures or use of SENESCO's technology and inventions.

Yours Truly,

/s/ Sascha P. Fedyszyn

Sascha P. Fedyszyn
Vice President, Corporate Development
SENESCO TECHNOLOGIES, INC.

Agreed: /s/ Dr. Charles A. Dinarello

Perrin, Holden & Davenport Capital Corp.
5 Hanover Square
New York, New York 10004
Tel: (212) 269-3500
Fax: (212) 269-3087

Chet Dubov
Senior Investment
Banking Specialist

Joseph DiLustro
Senior Investment
Banking Specialist

March 25, 2002

Mr. Bruce C. Galton
President & CEO
Senesco Technologies, Inc.
303 George Street
Suite 420
New Brunswick, NJ 08901

Dear Bruce:

This letter confirms our Agreement (the "agreement") for Senesco Technologies, Inc. (the "Company") to retain Perrin, Holden & Davenport Capital Corp., (specifically, Joseph DiLustro & Chet Dubov) as the Company's non-exclusive placement agent (the "placement agent") to provide the following services: the Placement Agent shall use its reasonable best efforts to introduce the Company to qualified institutional buyers and accredited investors (each referred to herein as a "prospective purchaser") which may purchase securities of the Company on the terms and conditions set forth in the Private Placement Memorandum dated November 1, 2001 (the "Memorandum"). Pursuant to the Memorandum, the Company desires to sell, transfer and assign shares of the Company's common stock, $0.01 par value per share (the "Common Stock"), and warrants to purchase shares of Common Stock (the "Warrants") (the Common Stock and the Warrants are collectively referred to herein as the "Securities).

Your signature below confirms:

l. Upon the closing of any sale of Securities, pursuant to the Memorandum, to any prospective purchaser introduced to the Company by the Placement Agent, the Placement Agent will be first paid a cash fee equal to TEN PERCENT (10%) of the gross proceeds raised by the Placement Agent.
2. Upon the closing of any sale of Securities, pursuant to the Memorandum, to any prospective purchaser first introduced to the Company by the Placement Agent, the Placement Agent shall be granted five-year warrants to purchase shares of the Company's common stock, (50% of the warrants exercisable at $2.00 per share) and (50% of the warrants exercisable at $3.25 per share), respectively. The warrants shall be valued in accordance with the Black Scholes method. The number of shares eligible for purchase pursuant to the warrants coverage equal to: (i) the gross proceeds from the sale of the unit shares purchased by the prospective purchasers introduced to the Company by the Placement Agent multiplied by (ii) TEN PERCENT (10%). The shares of the common stock underlying these warrants will be subject to registration on the Company's Registration Statement and the form of the warrant will be subject to prior approval by the Placement Agent.
3. Except as set forth above, all services provided by the Placement Agent under this Agreement shall be at the Placement Agent's cost and risk. The Company acknowledges that the Placement Agent's responsibilities shall be limited to the foregoing, and the Placement Agent (i) shall not have authority to offer or sell the Securities to any prospective purchaser, and (ii) shall have no responsibility to participate or assist in any negotiations between any prospective purchaser and the Company. The Company shall have the sole and absolute discretion to accept or not accept the terms of any proposed transaction. Neither the Company nor any of its affiliates shall have any liability whatsoever to the Placement Agent or any other person or entity resulting from its decision not to enter into a proposed transaction, regardless of the terms of the proposed transaction.

4. The Placement Agent shall perform its services hereunder as an independent contractor and not as an employee of the Company or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that the Placement Agent shall have no authority to act for, represent or bind the Company or any affiliate thereof in any manner, except as may be agreed to expressly by the Company in writing from time to time.
5. The Placement Agent represents that it has not taken, and will not take, any action, directly or indirectly, that may cause the offering to fail to be entitled to an exemption from registration under federal securities laws, or applicable state securities laws, or which may violate any and all applicable securities laws. As required by Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Placement Agent represents that it is a registered broker or dealer as defined by Section 3(a) of the Exchange Act, and it is in good standing with the NASD.
6. This Agreement shall take effect immediately and shall continue for a term of thirty (30) days. Thereafter, the Agreement may be extended if mutually agreed to by the parties. Further, the Company agrees to pay the placement Agent its cash fee of 10% no later than (3) days from receipt of proceeds received by the Company from qualified investors introduced to the Company by the Placement Agent.
7. The Placement Agent acknowledges that the Company has granted to Stanford Group Company, an affiliate of Stanford Venture Capital Holdings, Inc., a right of first refusal to act as the exclusive managing agent of the Company for all future financings through January 15, 2003.

8. This Agreement and any claim or dispute of any kind or nature whatsoever arising of or in any way relating to this Agreement, directly or indirectly (including any claim concerning advice provided pursuant to this Agreement) shall be governed by and construed in accordance with the laws of the State of New York. No such claim or dispute may be commenced, presented or continued in any court other that the courts of the State of New York located in the City and County of New York or in the United States District Court of New York for the Southern District of New York, which courts shall exclusive jurisdiction over the adjudication of such matters, and the Company and the placement Agent consent to the jurisdiction of such courts and personal service. Any rights to trial by jury with respect to any claim or proceeding related to, or arising out of, this Agreement are waived by the Placement Agent and the Company.

Sincerely,
Perrin, Holden & Davenport Capital Corp.

/s/ Jody Eisenman
- ----------
Jody Eisenman
President

/s/ Joseph DiLustro
- ----------
Joseph DiLustro
Senior Investment
Banking Specialist

/s/ Chet Dubov
- ----------
Chet Dubov
Senior Investment
Banking Specialist

Agreed and Accepted:
Senesco Technologies, Inc.
/s/ Bruce Galton

Bruce Galton
President & CEO

March 6, 2002

Mr. Bruce G. Galton
President & CEO
Senesco Technologies, Inc.
303 George Street, Suite 420
New Brunswick, NJ 08901

Gentlemen:

This letter is our proposal pursuant to which Pond Equities ("Pond"), a registered broker-dealer, will act as non-exclusive placement agent in connection with a "best efforts" private placement (the "Offering") of securities of Senesco Technologies, Inc. (the "Company").

The terms of our agreement are as follows:

1. Pond shall use its reasonable best efforts to introduce the Company to qualified institutional buyers and accredited investors (collectively, the "Entities") which may purchase securities of the Company on the terms and conditions set forth in the Private Placement Memorandum dated November 1, 2001 (the "Memorandum"). Except as set forth below, all services provided by Pond under this Agreement shall be at Pond's cost and risk. The Company acknowledges that Pond's responsibilities shall be limited to the foregoing, and that Pond (i) shall not have authority to offer or sell the Securities to any Entity, and (ii) shall have no responsibility to participate or assist in any negotiations between any potential Entity and the Company. The Company shall have the sole and absolute discretion to accept or not accept the terms of any proposed transaction. Neither the Company nor any of its affiliates shall have any liability whatsoever to Pond or any other person or entity resulting from its decision not to enter into a proposed transaction, regardless of the terms of the proposed transaction.
2. The commission to be paid to Pond shall be 10% of the gross proceeds, raised by Pond, to the Company sold under the Offering (the "Cash Commission"). In addition, the Company shall issue to Pond (or its designees) warrants to purchase shares of Common Stock (the "Agent's Warrants") covering a number of shares of Common Stock equal to 10% of the gross proceeds of the Offering sold by Pond (the "Agent's Warrants"). The Agent's Warrants (i) will be immediately exercisable at a price of $2.00 per share, (ii) have a five-year term, and (iii) have cashless exercise provisions based upon five-days' trading prices prior to exercise. The Agent's Warrants shall not be redeemable. The Agent's Warrants may be exercised as to all or a lesser number of shares represented thereby. The Cash Commission and Agent's Warrants are referred to in this letter as "Agent's Compensation".
3. As soon as practicable, the necessary state securities law filings will be made with respect to the Offering at the expense of the Company. The Company and Pond will cooperate in obtaining the necessary approvals and qualifications in such states as the Company, after consultation with its counsel, deems desirable. Pond represents that it has not taken, and will not take, any action, directly or indirectly, that may cause the Offering to fail to be entitled to an exemption from registration under federal securities laws, or applicable state securities laws, or which may violate any and all applicable securities laws.
4. Pond shall be entitled to rely upon the Company's filings with the Commission, the Memorandum and any officer's certificates that may have been or may be issued in connection with the Offering. Pond hereby agrees to execute the Company's form of non-disclosure agreement. The Company agrees to indemnify and hold harmless Pond, its officers, directors, stockholders, employees, agents, advisors, consultants and counsel against any and all loss, liability, claim, damage and reasonable expense, including attorneys' fees as and when incurred (collectively, "Claims"), due to or arising out of any material misrepresentation or failure to state a material fact as set forth in the Memorandum or breach of any representation or warranty made by the Company as set forth in the Memorandum; except for Claims which have resulted from (without regard to the relative fault of either party) the gross negligence, bad faith and willful misconduct of any person seeking indemnification hereunder.
5. This letter shall have a term of 120 days from the date the Company signs and delivers the letter to Pond (the "Execution Date"). The term may be canceled by either party at any time, upon 30 days prior written notice. The term may be extended from time to time by the mutual agreement of the parties.
6. Pond acknowledges that the Company has granted to Stanford Group Company, an affiliate of Stanford Venture Capital Holdings, Inc. a right of first refusal to act as the exclusive managing agent of the Company for all future financings through January 15, 2003; with the exception of any transactions related to the Offering.
7. This Agreement shall be governed under the Laws of the State of New York.

Very truly yours,

Pond Equities Senesco Technologies, Inc.

By: /s/ Shaye Hirsch

Shaye Hirsch
COO

Dated: 3/12/02

By: /s/ Bruce C. Galton

Bruce C. Galton
President & CEO

Dated: 3/11/02

[GRAPHIC OMITTED]

April 18, 2002

Bruce C. Galton
President and CEO
SENESCO TECHNOLOGIES, INC.
303 George Street
Suite 420
New Brunswick, NJ 08901

Dear Bruce:

This letter shall serve to confirm our agreement as follows:

1. SENESCO TECHNOLOGIES, INC. ("Company") hereby retains Lippert/Heilshorn & Associates, Inc., ("LHA") effective as of April 22, 2002 for its FINANCIAL COMMUNICATIONS SERVICES PROVIDED IN SECTION 2 BELOW.

2. The duties performed by LHA on behalf of the Company may include but are not limited to:

   a. Develop, for approval and implementation, programs designed to achieve the Company's Financial Communications objectives
   b. Advise Company management on Investor Relations aspects of Company's policies, opportunities and problems
   c. Prepare Corporate Fact Sheet
   d. Prepare and issue material press releases
   e. Assemble and maintain quarterly buy/sell industry peer group matrix
   f. Prepare peer materials
   g. Arrange periodic meetings with buy/sell analysts, retail brokers, etc.
   h. Coordinate conference calls between Management and key investment professionals
   i. Provide professional staff services as may be required to help the Company carry out program objectives including the use of LHA proprietary investor database
   j. Prepare and distribute letters to shareholders (IF APPLICABLE)
   k. Company will be included in LHA Quarterly Client Roster and listed in LHA's Web Site
   l. Company will be included in LHA's monthly Client List sent to all investors
   m. Regular inspection of Company descriptions and coverage to assure accuracy in Electronic Bulletins, i.e. Bloomberg and Dow Jones.

3. The initial term of this agreement shall be for the period of twelve (12) months commencing on April 22, 2002 and expiring on April 30, 2003. However, Company may terminate the agreement at anytime after the initial ninety- (90) day period with sixty- (60) day notice. During said sixty- (60) day notice period, the parties shall continue to perform all of their obligations under this Agreement, including Company's payment of the monthly retainer fee and reimbursement of disbursements under Paragraph's 4 and 6 hereof.

4. As long as this agreement is in force compensation for the services being rendered by LHA shall be payable in monthly installments of $10,000.00. Commencing on May 1, 2003 and each anniversary year thereafter, such fee shall be increased by 5% to partially offset LHA's increased operating expenses.

5. In the event LHA is required to perform services outside the scope (Crisis Communications, and/or Special Situations, i.e. M & A) of the agreed upon IR services under Paragraph 2 hereof, LHA with written client approval, will invoice the company at the standard billable hourly rates, as listed in Appendix 2, for the participating principals and staff, as they are required to carry out this task; plus reasonable expenses not to exceed $5,000 without Company's consent. Company shall receive detail of such expenses.

   IN ORDER FOR LHA TO COMMENCE WORK FOR COMPANY, LHA WILL REQUIRE A PRO-RATED APRIL AND TWO-MONTH ADVANCE RETAINER OF $22,500.00, WHICH SERVES AS PAYMENT FOR THE LAST WEEK OF APRIL AND PREPAYMENT FOR THE FIRST FULL TWO MONTHS PROFESSIONAL FEES.

6. In addition, Company shall be responsible for all reasonable and necessary disbursements made by LHA on your behalf, including but not limited to long distance telephone calls and in-house expenses (see Appendix 1). At the end of each month, LHA shall bill Company, and Company shall reimburse LHA for all expenses (not to exceed $2,000 per month without Company's consent) and disbursements made on your behalf. All expenses and disbursements incurred will be itemized in each monthly invoice.

   INVOICES ARE DATED THE 1ST OF THE MONTH AND ARE DUE AND PAYABLE WITHIN 30 DAYS.

7. Recognizing that LHA's most highly valued resource is its professional

staff, the Company agrees that it shall not employ, hire or retain, or recommend to others the employment, hiring or retention of any person employed by LHA without prior written consent of LHA partners. This limitation would expire one (1) year after the employee has left LHA. The liquidated damages due to LHA shall be three (3) times the last annualized total compensation paid by LHA to any such person in addition to relief at law or in equity. In return, LHA agrees not to employ, hire or retain, or recommend to others the employment, hiring or retention of any person employed by Company without prior written consent of Company. This limitation would expire one (1) years after employee has left Company. The liquidated damages due to Company shall be three (3) times the last annualized total compensation paid by Company to any such person in addition to relief at law.

8. LHA acknowledges its responsibility to preserve the confidentiality of any confidential information disclosed by Company to LHA, except for such disclosure as may be required by court order, subpoena or other judicial process. "Confidential Information" shall mean information, ideas or materials now or hereafter owned by or otherwise in the possession or control of, or otherwise relating to, the Company or any of its affiliates, including inventions, business or trade secrets, know-how, technique, data, reports, drawings, specifications, blueprints, flow sheets, designs, or engineering, construction, environment, operations, marketing or other information, business strategies and plans and other similar business, technical, or private material whatsoever related to the Company's business, together with all copies, summaries, analyses, or extracts thereof, based thereon or derived therefrom in any and all forms.

LHA shall not, without prior written consent of Company, use Confidential Information for any purpose other than performing the Financial Communications Services, or disclose in any manner whatsoever Confidential Information except as provided herein. LHA shall disclose

Confidential Information only to those employees, if any, of LHA who have a need to know such Confidential Information and are directly involved in performing the Financial Communications Services and shall ensure that such employees are bound by the terms and conditions hereof.

For the purpose of this Agreement, "Confidential Information" shall not include information disclosed by the Company to LHA which: (i) at the time of disclosure to LHA is already a matter of public knowledge; (ii) after disclosure to LHA becomes public knowledge by publication or otherwise, except by breach of these confidentiality provisions by LHA or its agents; (iii) is or becomes generally available to the public other than as a result of disclosure by LHA; (iv) is or becomes available to LHA on a non-confidential basis from a source other than the Company that is not under an obligation of confidentiality or is demonstrably within LHA's possession prior to its being furnished to LHA by the Company.

9. All materials and intellectual property associated therewith produced by LHA on behalf of the Company will be considered work made for hire and shall be the property of the Company with all rights granted to the Company. However, materials will not be returned to the Company until LHA's receipt of final payment. LHA shall assign all rights to such intellectual property to the Company, and shall at the reasonable request of the Company, during and after the term of this Agreement, assist and cooperate with the Company to obtain, maintain, perfect and enforce its rights to such intellectual property. These materials include all print collateral, as well as electronic documents such as fax lists and email lists.

10. Company hereby acknowledges that LHA shall rely upon the accuracy of all information provided by Company to it. Company assumes full and complete responsibility and liability for the financial and other information furnished to LHA for its use on your behalf hereunder and Company shall indemnify and hold harmless LHA from and against any demands, claims, or liability relating thereto except for any liability resulting from the gross negligence or willful misconduct of LHA satisfaction. Company shall pay LHA any amounts payable by LHA in settlement of any claims or in of any judgements resulting from LHA's use of any financial or other information furnished by Company in connection with the services rendered by LHA hereunder, together with all reasonable costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees and costs of litigation, except for any liability resulting from the gross negligence or willful misconduct of LHA. In turn, LHA hereby acknowledges that LHA shall accurately utilize all information provided to it by the Company. LHA assumes full and complete responsibility and liability for its utilization of the financial and other information furnished by the Company and LHA shall indemnify and hold harmless Company from and against any demands, claims, or liability relating to its negligent use thereof. LHA shall pay Company any amounts payable by the Company in settlement of any claims or in satisfaction of any judgements resulting from LHA's negligent use of any financial or other information furnished to LHA in connection with the services rendered by LHA hereunder, together with all costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees and costs of litigation.

11. LHA will not publicly distribute any material or other information about the Company without the Company's prior written consent.

12. LHA shall comply with all applicable federal and state securities laws, including, without limitation, Regulation FD promulgated under the Securities Act of 1933, as amended and the Securities Exchange Act of 1934 as amended.

13. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter covered herein and all prior contemporaneous understandings; negotiations and agreements are herein merged.

14. The Agreement may not be altered, extended, or modified nor any of its provisions waived, except by a document in writing signed by the party against whom such alteration, modification, extension or waiver is sought to be enforced.

15. A waiver by either party of any breach, act or omission of the other party is not to be deemed a waiver of any subsequent similar breach, act or omission.

16. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of each of us and our respective successors and assigns.

17. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in New York, New York in accordance with the rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

    The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association; provided, however, the Federal Rules of Evidence shall apply with regard to the admissibility of evidence. Within 30 days after receipt of such notice, the parties shall designate in writing one arbitrator to resolve the dispute; provided that if the parties cannot agree on an arbitrator within such 30 day period, the arbitrator shall be selected by the New York City office of the American Arbitration Association. Such person shall be a person with experience in matters related to the dispute arising under this Agreement and shall not be an affiliate employee, consultant, officer, director or stockholder of any party to this Agreement. Within 30 days after designation of the arbitrator and the parties shall meet at which time the parties shall be required to set forth in writing all disputed issues and proposed ruling on the merits of each such issue. The arbitrator shall set a date for hearing, which shall be no later than 45 days after the submission of written proposals. The arbitrator shall use his or her best efforts to rule on each disputed issue within 30 days after the completion of the hearings. The determination by the arbitrator as to the resolution of any dispute shall be binding and conclusive upon all parties hereto. All rulings of the arbitrator shall be in writing and shall be delivered to the parties. The parties shall initially be responsible for their own costs and expenses associated with the arbitration; provided that, the losing party ultimately bear the cost of the arbitration and shall promptly reimburse the other party for all reasonable costs and expenses associated therewith. Notwithstanding the foregoing, nothing contained herein shall be construed to Limit the right of any party to seek injunctive relief with respect to an actual or threatened breach of this Agreement from a court of competent jurisdiction.

If the foregoing correctly states our understandings please execute the enclosed copies of this letter in the spaces provided below and return a duplicate to the undersigned. We look forward to a long and mutually successful relationship and to our association with your exciting company.

Very truly yours,

LIPPERT/HEILSHORN & ASSOCIATES, INC.

By: /s/ Keith L. Lippert

Keith L. Lippert

By: /s/ John W. Heilshorn

John W. Heilshorn

Agreed to and Approved
this 26th day of April 2002.

SENESCO TECHNOLOGIES, INC.

By: /s/ Bruce C. Galton

Title: President & CEO

APPENDIX 1

MEMORANDUM

TO: CLIENTS

FROM: LIPPERT/HEILSHORN & ASSOCIATES, INC.
ACCOUNTING DEPARTMENT

SUBJECT: IN-HOUSE EXPENSES

LHA provides documentation, in the form of receipts and back up, for all expenses incurred by Third-Party Vendors utilized on clients' behalf. In house expenses, including photocopying, local telephone, mailing list maintenance, and access to Bloomberg Business News on-line service are expenses, which are, incurred monthly by LHA on clients' behalf. The following is an explanation of these expenses for which documentation is not provided in monthly invoices.

PHOTOCOPYING
Photocopying costs are charged to clients at the rate of $0.15 per sheet of standard white paper and $0.20 per sheet of LHA bonded letterhead. This rate covers the costs of paper, machinery and photocopier operator utilized in the production of client informational kits, distribution of press releases, press articles, etc.

LOCAL TELEPHONE
Local telephone costs are charged to clients on a pro rated weighted basis. The partner's weighting of the average is determined by the client's activity during the billing period. These activities pertain to investor inquiries, telemarketing press releases, conference call marketing and investor meetings.

MAILING LIST
Mailing list costs reflect the up-keep of maintaining LHA's database and printing of client mailing lists on paper and/or labels for dissemination of press releases/articles and Fact Sheet mailings. These costs are charged at $40.00 per thousand, with a minimum of $40.00.

BLOOMBERG BUSINESS NEWS SERVICE
On-line access to Bloomberg Business News Service is allocated to clients at a rate of $150.00 per month.

THIRD - PARTY VENDORS
Due to the volume of business LHA provides to its vendors, the agency has been successful in obtaining volume discounts.

APPENDIX 2

Listed below, are the hourly rates for LHA Principals and Staff whom, if required, will perform services outside of the scope of IR services outlined in Paragraph 2 of this Agreement:

- Partner: $350
- Managing Director/Group Leader $285
- Vice President: $225
- Assistant Vice President: $205
- Senior Account Executive: $185
- Account Executive: $135