UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTERLY PERIOD ENDED: MARCH 31, 2000

OR

[ ] TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE

EXCHANGE ACT
FOR THE TRANSITION PERIOD FROM _____TO_____

COMMISSION FILE NUMBER: 0-26520

NEOPROBE CORPORATION
(Exact name of registrant as specified in its charter)

DELAWARE	31-1080091
(State or other jurisdiction of incorporation or organization)	(I.R.S. employer identification no.)

425 METRO PLACE NORTH, SUITE 300, DUBLIN, OHIO 43017
(Address of Principal Executive Offices)

REGISTRANT'S TELEPHONE NUMBER, INCLUDING AREA CODE: 614.793.7500

Indicate by check whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No
--- ---

26,071,777 SHARES OF COMMON STOCK, PAR VALUE $.001 PER SHARE
(Number of shares of issuer's common equity outstanding as of the close of business on April 25, 2000)

PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

<TABLE>
NEOPROBE CORPORATION
BALANCE SHEETS

<CAPTION>

ASSETS	MARCH 31, 2000	DECEMBER 31, 1999
<S>	<C>	<C>
Current assets:		
Cash and cash equivalents	$2,714,969	$ 4,882,537
Accounts receivable, net	1,232,211	453,406
Inventory	488,664	1,134,427
Prepaid expenses and other	546,050	674,165
Total current assets	4,981,894	7,144,535

Investment in affiliates	--	1,500,000
Property and equipment	2,175,022	2,167,245
Less accumulated depreciation and amortization	1,336,355	1,264,299
	838,667	902,946
Intangible assets, net	775,081	775,088
Total assets	$6,595,642	$10,322,569

</TABLE>

CONTINUED

<TABLE>
NEOPROBE CORPORATION
BALANCE SHEETS, CONTINUED

<CAPTION>

LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)	MARCH 31, 2000	DECEMBER 31, 1999
<S>	<C>	<C>
Current liabilities:		
Line of credit	$ 100,000	$ 480,000
Notes payable to finance company	89,061	154,626
Capital lease obligations, current	75,137	87,007
Accrued liabilities	1,111,266	1,365,649
Accounts payable	451,284	759,961
Deferred license revenue, current	800,000	800,000
Obligation to preferred stockholder, current	--	2,500,000
Total current liabilities	2,626,748	6,147,243
Capital lease obligations	55,332	68,809
Deferred license revenue	2,800,000	3,000,000
Obligation to preferred stockholder	--	1,245,536
Total liabilities	5,482,080	10,461,588
Commitments and contingencies		
Stockholders' equity (deficit):		
Preferred stock; $.001 par value; 5,000,000 shares authorized at March 31, 2000 and December 31, 1999; none issued and outstanding (500,000 shares designated as Series A, $.001 par value, at March 31, 2000 and and December 31, 1999; none outstanding)	--	--
Common stock; $.001 par value; 50,000,000 shares authorized; 26,070,777 shares issued and outstanding at March 31, 2000; 23,046,644 shares issued and outstanding at December 31, 1999	26,071	23,047
Additional paid-in capital	120,683,623	119,407,204
Accumulated deficit	(119,596,132)	(119,569,270)
Total stockholders' equity (deficit)	1,113,562	(139,019)
Total liabilities and stockholders' equity (deficit)	$ 6,595,642	$ 10,322,569

</TABLE>

See accompanying notes to the financial statements

<TABLE>
NEOPROBE CORPORATION
STATEMENTS OF OPERATIONS

<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
	2000	1999
<S>	<C>	<C>
Revenues:		
Net sales	$ 1,605,811	$ 1,910,971
License revenue	250,000	--
Total revenues	1,855,811	1,910,971
Cost of goods sold	837,614	619,653
Gross profit	1,018,197	1,291,318
Operating expenses:		
Research and development	294,045	462,335
Marketing and selling	110,882	1,122,802
General and administrative	668,342	1,005,226
Losses related to subsidiaries in liquidation	--	86,825
Total operating expenses	1,073,269	2,677,188
Loss from operations	(55,072)	(1,385,870)
Other income (expenses):		
Interest income	45,361	26,659
Interest expense	(10,056)	(16,526)
Other	(7,095)	70,990
Total other income	28,210	81,123
Net loss	(26,862)	(1,304,747)
Conversion discount on preferred stock	--	1,795,775
Preferred stock dividend requirements	--	18,750
Loss on retirement of preferred stock	764,668	--
Loss attributable to common stockholders	$ (791,530)	$(3,119,272)
Loss per common share (basic and diluted)	$ (0.03)	$ (0.14)
Weighted average number of shares outstanding during the period (basic and diluted)	25,394,727	22,948,354

</TABLE>

See accompanying notes to the financial statements

<TABLE>

NEOPROBE CORPORATION
STATEMENTS OF CASH FLOWS

<CAPTION>

	THREE MONTHS ENDED MARCH 31,	
	2000	1999
<S>	<C>	<C>
Net cash used in operating activities	$ (712,540)	$(2,231,289)
Cash flows from investing activities:		
Proceeds from sales of available-for-sale securities	--	443,729
Maturities of available-for-sale securities	--	4,467
Proceeds from sale of investment in affiliate	1,500,000	--
Purchases of property and equipment	(12,055)	(47,738)
Proceeds from sales of property and equipment	820	20,550
Patent costs	(6,790)	(12,436)
Net cash provided by investing activities	1,481,975	408,572
Cash flows from financing activities:		
Proceeds from issuance of preferred stock and warrants, net	--	2,810,573
Settlement of obligation to preferred stockholder	(2,500,000)	--
Proceeds from issuance of common stock, net	33,909	80
Payments under line of credit	(380,000)	--
Payments under notes payable	(65,565)	(79,580)
Payments under capital leases	(25,347)	(24,610)
Net cash (used in) provided by financing activities	(2,937,003)	2,706,463
Effect of exchange rate changes on cash	--	(4,853)
Net (decrease) increase in cash and cash equivalents	(2,167,568)	878,893
Cash and cash equivalents, beginning of period	4,882,537	1,061,936
Cash and cash equivalents, end of period	$ 2,714,969	$1,940,829

</TABLE>

See accompanying notes to the financial statements

1. BASIS OF PRESENTATION:

The information presented for March 31, 2000 and 1999, and for the periods then ended is unaudited, but includes all adjustments (which consist only of normal recurring adjustments) which the management of Neoprobe Corporation (the "Company") believes to be necessary for the fair presentation of results for the periods presented. 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 the rules and regulations of the Securities and Exchange Commission. The results for the interim period are not necessarily indicative of results to be expected for the year. The financial statements should be read in conjunction with the Company's audited financial statements for the year ended December 31, 1999, which were included as part of the Company's Annual Report on Form 10-K. Certain 1999 amounts have been reclassified to conform with the 2000 presentation.

2. COMPREHENSIVE INCOME (LOSS):

Due to the Company's net operating loss position, there are no income

tax effects on comprehensive income components for any of the periods presented.

Other comprehensive income (loss) consists of the following:

<TABLE>
<CAPTION>

	THREE MONTHS ENDED	
	MARCH 31, 2000	MARCH 31, 1999
<S>	<C>	<C>
Net loss	$ 26,862	$1,304,747
Foreign currency translation adjustment	--	(983)
Gross unrealized gains on securities	--	219
Other comprehensive loss	$ 26,862	$1,303,983

</TABLE>

3. INVENTORY:

The components of inventory are as follows:

<TABLE>
<CAPTION>

	MARCH 31, 2000	DECEMBER 31, 1999
<S>	<C>	<C>
Materials and component parts	$121,399	$ 104,441
Finished goods	367,265	1,029,986
	$488,664	$1,134,427

</TABLE>

4. EQUITY:

REDEEMABLE PREFERRED STOCK: During the first quarter of 1999, the Company completed the private placement of 30,000 shares of 5% Series B convertible preferred stock (the "Series B") for gross proceeds of $3 million ($2.8 million, net of certain placement costs), 2.9 million Class L warrants to purchase common stock of the Company at an initial exercise price of $1.03 per share, and issued Unit Purchase Options ("UPOs") entitling the placement agent to purchase approximately 150,000 shares of common stock in the Company.

On November 12, 1999, the Company entered into a binding letter of intent to retire the 30,000 outstanding shares of Series B preferred stock, the related 2.9 million Class L warrants and Unit Purchase Options ("UPOs") and to cancel the financial advisory agreement with the placement agent for the Series B. he letter of intent committed the Series B holders to surrender the Series B shares and Class L warrants and for

the placement agent to surrender the UPOs and cancel the financial advisory agreement as well as to grant the Company general releases from potential litigation associated with the transaction. In exchange for the retirement of the Series B preferred shares and surrendering the Class L warrants and UPOs, the Company agreed to pay the Series B holders a total of $2.5 million and issue the Series B holders 3 million shares of common stock and warrants to purchase 3 million shares of common stock with an exercise price of $0.74 per share. However, at December 31, 1999, final definitive agreements had not been signed. Therefore, at December 31, 1999, the Company reclassified its obligations to the Series B holders to reflect the $2.5 million payable in cash as a current liability and the remaining book value of the Series B, including dividends payable, as a long-term liability.

During January 2000, the Company executed a definitive settlement agreement with terms consistent with the letter of intent, paid the Series B holders the $2.5 million, and issued the related stock and warrants. The transaction has been reported in the Company's first quarter 2000 financial statements and was measured based on the market price of the Company's common stock as of the execution of the definitive agreement on January 20, 2000 (i.e., $0.59 per share). As a result, the Company reflected a loss on the retirement of the preferred shares of $765,000 (approximately $0.03 per share) below net income and in its calculation of loss per share during the first quarter of 2000. This amount represents the value of the cash given up plus the market value of the stock issued and the estimated market value of the warrants issued as valued on January 20, 2000 less the previously recorded book value of the Series B preferred stock and warrants. In addition, the long-term liability at December 31, 1999 was reclassified during the first quarter of 2000 to additional paid-in capital as a result of the definitive settlement.

B. STOCK OPTIONS: During the first quarter of 2000, the Board of Directors granted options to employees and certain directors of the Company for 690,000 shares of common stock, exercisable at $0.50 per share, vesting over three years. As of March 31, 2000, the Company has 2.3 million options outstanding under two stock option plans. Of the outstanding options, 908,000 options have vested as of March 31, 2000, at an average exercise price of $5.49 per share.

C. RESTRICTED STOCK: On March 22, 2000, the Board of Directors granted a total of 170,000 shares of restricted common stock to officers of the Company under the 1996 Stock Incentive Plan. All of the restricted shares granted vest on a change of control of the Company as defined in the specific grant agreements. As a result, the Company has not recorded any deferred compensation due to the inability to assess the probability of the vesting event.

5. SEGMENTS AND SUBSIDIARIES INFORMATION:

A. SEGMENTS: The Company owns or has rights to intellectual property involving three primary areas of cancer diagnosis and treatment including: hand-held gamma detection instruments currently used primarily in the application of Intraoperative Lymphatic Mapping ("ILM"), diagnostic radiopharmaceutical technology to be used in the Company's proprietary RIGS process, and Activated Cellular Therapy ("ACT"). During 1998, the Company's business plan suspended ongoing research activities related to RIGS and ACT to allow the Company to focus primarily on the hand-held gamma detection instruments while efforts are carried out to find partners or licensing parties to fund future RIGS and ACT research and development. The Company generated $50,000 in revenue during the first quarter of 2000 under an option agreement to license its RIGS technology, but incurred no RIGS-related expenses during that period. The Company did not generate any revenue related to RIGS during the first quarter of 1999, but did incur $86,000 in overhead and interest expenses during that period related to the RIGS segment. The Company had no revenue or expenses in either the first quarter of 2000 or 1999 related to its ACT initiative. All other revenue and costs included in the Company's financial statements for the quarters ended March 31, 2000 and March 31, 1999 relate primarily to the Company's ILM initiative.

B. SUBSIDIARIES: The Company's suspended RIGS initiative included the operations of the Company's two majority-owned international subsidiaries, Neoprobe Europe and Neoprobe Israel. Neoprobe Europe was acquired in 1993 primarily to perform a portion of the manufacturing process of the monoclonal antibody used in the first RIGS product to be used for colorectal cancer, RIGScan CR49. Neoprobe

Israel was founded to radiolabel RIGScan CR49. Neoprobe Europe and Neoprobe Israel also both performed limited research and development activities related to the Company's RIGS process on behalf of the U.S. parent company. Under SFAS No. 131, neither subsidiary is considered a segment. During 1998, the Company initiated steps to liquidate both Neoprobe Europe and Neoprobe Israel as a result of

the suspension of RIGS research and development activities. At December 31, 1999, both subsidiaries were deconsolidated due to statutory liquidation or receivership activities then underway.

6. AGREEMENTS:

A. PLEXUS MANUFACTURING AND SUPPLY AGREEMENT: In March 2000, the Company entered into a manufacturing and supply agreement with Plexus for the exclusive manufacture of the Company's 14mm probe and neo2000 control unit. The original term of the agreement expires on December 31, 2003 but may be extended for an additional year given six months notice prior to December 31, 2003. The Company has the right to terminate the agreement upon six months written notice. The agreement may be terminated by either party in the event of material breach or insolvency, or by the Company in the event of failure to supply. The Company may also have the covered product manufactured by other suppliers in the event of failure to supply or if the Company is able to secure another source of supply with significantly more favorable pricing terms than those offered by Plexus. The agreement calls for the Company to deliver rolling 12-month product forecasts to Plexus and to place purchase orders 60 days prior to requested delivery in accordance with the forecast. In the event the agreement is terminated by Neoprobe or if Plexus ceases to be the exclusive supplier of the covered products, the Company is required to purchase all finished components on hand at Plexus plus raw materials not able to be restocked with suppliers.

C. NURIGS OPTION AGREEMENT: During the first quarter of 2000, the Company entered into a multi-step option agreement for the development of its initial RIGS compound, RIGScan CR. The Company recognized $50,000 in revenue related to the conclusion of the first step of the option agreement. The option agreement is with a newly-formed development entity, NuRigs, Ltd. ("NuRigs"). Based in Tel Aviv, Israel, NuRigs has been organized for the express purpose of developing a second-generation humanized RIGScan CR antibody fragment. The option agreement calls for Neoprobe to receive, with the execution of a definitive agreement, a license fee of $900,000 and a product royalty of approximately 5 percent on NuRigs' commercial sales of the product. The Company and NuRigs are negotiating a definitive license agreement that is expected to be completed in the fourth quarter of 2000, at the earliest. However, there can be no assurance that a definitive license agreement will be completed, on terms consistent with the option agreement, or at all. Under the terms of the option, NuRigs will assume all clinical and other development costs for RIGScan CR. NuRigs expects to begin clinical evaluation of the second-generation RIGScan CR agent during the second quarter of 2000.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The statements contained in this Management Discussion and Analysis of Financial Condition and Results of Operations and other parts of this Report that are not purely historical or which might be considered an opinion or projection concerning the Company or its business, whether express or implied, are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These statements may include statements regarding the Company's expectations, intentions, plans or strategies regarding the future which involve risks and uncertainties. All forward-looking statements included in this document are based on information available to the Company on the date hereof, and the Company assumes no obligation to update any such forward looking statements. It is important to note that the Company's actual results in 2000 and future periods may differ significantly from the prospects discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, limited revenues, continuing net losses, accumulated deficit, future capital needs, uncertainty of capital funding, dependence on exclusive distributor, competition, limited marketing experience, limited manufacturing experience, dependence on principal product line, uncertainty of market acceptance, patents, proprietary technology and trade secrets, government regulation, risk of technological obsolescence, limited third party reimbursement, product liability, need to manage a changing business, possible volatility of stock, anti-takeover provisions, dependence on

key personnel, and no dividends.

LIQUIDITY AND CAPITAL RESOURCES

Operating Activities. Through March 31, 2000, the Company's activities have resulted in an accumulated deficit of $120 million. Substantially all of the Company's efforts and resources through early 1999 were devoted to research and clinical development of innovative systems for the intraoperative diagnosis and treatment of cancers. To date, the Company's activities have been financed primarily through the public and private sale of equity securities. Prior to 1999, the Company's research and development efforts were principally related to the Company's proprietary RIGS system. Efforts since early 1997 have also included activities related to development of the Company's ACT process and ILM products. Beginning in the first half of 1998, due primarily to feedback received from regulatory authorities in the U.S. and Europe related to the Company's applications for marketing approval for its RIGScan CR49 product, the Company began a series of changes to its business plan. Since that time, the Company has continued to modify its business plan to one that is primarily focused on the continued development of the Company's ILM business. During 1999, the Company continued the operating expense reduction efforts started in 1998 and has nearly eliminated non-ILM-related research and development activities.

To further support the Company's goal of achieving operating profitability, the Company entered into a multi-year distribution agreement with EES, a subsidiary of Johnson & Johnson, effective October 1, 1999. As a result of entering the agreement, the Company achieved its first quarter of operating profitability during the fourth quarter of 1999. The Company expects to continue to achieve operating profitability on an annual basis for 2000; however, the Company anticipates there may be quarterly variations in profitability, such as occurred in the first quarter of 2000, due to the timing of purchases by EES. There can be no assurances that the Company will achieve the volume of sales anticipated in connection with the agreement, or if achieved, that the margin on such sales will be adequate to achieve operating profitability in the near term, or at all.

During the first quarter of 2000, the Company entered into a multi-step option agreement for the development of its initial RIGS compound, RIGScan CR. The Company recognized $50,000 in revenue related to the conclusion of the first step of the option agreement. The option agreement is with a newly-formed development entity, NuRigs, Ltd. ("NuRigs"). Based in Tel Aviv, Israel, NuRigs has been organized for the express purpose of developing a second-generation humanized RIGScan CR antibody fragment. The option agreement calls for Neoprobe to receive, with the execution of a definitive agreement, a license fee of $900,000 and a product royalty of approximately 5 percent on NuRigs' commercial sales of the product. The Company and NuRigs are negotiating a definitive license agreement that is expected to be completed in the fourth quarter of 2000, at the earliest. However, there can be no assurance that a definitive license agreement will be completed, on terms consistent with the option agreement, or at all. Under the terms of the option, NuRigs will assume all clinical and other development costs for RIGScan CR. NuRigs expects to begin clinical evaluation of the second-generation RIGScan CR agent during the second quarter of 2000.

Accounts receivable increased significantly at March 31, 2000 from December 31, 1999 due primarily to the timing of sales to EES during the first quarter of 2000 versus the fourth quarter of 1999. Inventory levels declined at March 31, 2000 as compared to December 31, 1999. This is primarily due to the purchase by EES of $600,000 of demonstrator units the Company had repurchased from KOL BioMedical Instruments, Inc. in accordance with the termination of the marketing agreement. The Company expects receivable levels to fluctuate in 2000 depending on the timing of purchases by EES; however, inventory is expected to remain relatively constant or decrease slightly over time as the strategic relationship progresses and the Company manages its production and sales to meet EES's forecasted needs.

Investing Activities. The Company's investing activities during the first quarter of 2000 involved primarily the sale of its equity interest in XTL Biopharmaceuticals Ltd. ("XTL") for $1.5 million. The Company's investing activities during the first quarter of 1999 involved primarily the sale of certain available-for-sale securities to fund operations.

Financing Activities. On February 16, 1999, the Company executed a Purchase Agreement (the "Purchase Agreement") to complete the private placement of 30,000

shares of 5% Series B convertible preferred stock (the "Series B") for gross proceeds of $3 million ($2.8 million, net). The Series B were issued with a $100 per share stated value and were convertible into common stock of the Company. In connection with the private placement, the Company also issued 2.9 million Class L warrants to purchase common stock of the Company at an initial

exercise price of $1.03 per share. The Series B paid a 5% annual dividend payable in cash or common stock. The Series B were convertible at variable prices based on the market price of the Company's common stock, subject to a conversion price floor of $0.55. The Class L warrants were also subject to variable exercise prices, subject to an exercise price floor of $0.62. Holders of the Series B had certain liquidation preferences over other shareholders under certain provisions as defined in the Purchase Agreement and had the right to cast the same number of votes as if the owner had converted on the record date. Pursuant to the private placement, the Company entered into a financial advisory agreement with the placement agent providing the agent with Unit Purchase Options ("UPOs") entitling the placement agent to purchase approximately 150,000 shares of common stock in the Company. Under certain conditions, the Company would have been obligated to redeem outstanding shares of Series B for $120 per share (i.e., a total of $3.6 million) such as the delisting of the Company's common stock from the Nasdaq Stock Market as occurred on July 27, 1999 and other conditions outlined in the Purchase Agreement.

The Series B were recorded by the Company during the first quarter of 1999 at the amount of gross proceeds less the costs of the financing and the fair value of the warrants and classified as mezzanine financing above the stockholders' equity section on the Company's interim balance sheets for 1999. The calculated conversion price at February 16, 1999, the first available conversion date, was $1.03 per share. In accordance with the FASB's Emerging Issues Task Force Topic D-60, the difference between the initial conversion price and the closing market price on February 16, 1999 of $1.81 resulted in an implied incremental yield to Series B holders of approximately $1.8 million that is reflected as conversion discount in the Company's loss per share calculation for the first quarter of 1999.

On November 12, 1999, the Company entered into a binding letter of intent to retire the 30,000 outstanding shares of Series B preferred stock, the related 2.9 million Class L warrants and the Unit Purchase Options ("UPOs") and to cancel the financial advisory agreement with the placement agent for the Series B. The letter of intent committed the Series B holders to surrender the Series B shares and Class L warrants and for the placement agent to surrender the UPOs and cancel the financial advisory agreement as well as to grant the Company general releases from potential litigation associated with the transaction. In exchange for the retirement of the Series B preferred shares and surrendering the Class L warrants and UPOs, the Company agreed to pay the Series B holders a total of $2.5 million and issue the Series B holders 3 million shares of common stock and 3 million warrants to purchase common stock with an exercise price of $0.74 per share. However, at December 31, 1999, final definitive agreements had not been signed. Therefore, at December 31, 1999, the Company reclassified its obligations to the Series B holders to reflect the $2.5 million payable in cash as a current liability and the remaining book value of the Series B, including dividends payable, as a long-term liability. In January 2000, the Company executed a definitive settlement agreement with terms consistent with the letter of intent, paid the Series B holders the $2.5 million, and issued the related stock and warrants. The Company reported a loss on the retirement of the preferred shares of $ 765,000 (approximately $0.03 per share) below net income during the first quarter of 2000. This amount represents the value of the cash given up plus the market value of the stock and warrants issued as valued on January 20, 2000 less the previously recorded book value of the Series B preferred stock and warrants.

Operational Outlook. The Company's only approved products are instruments and related products used in gamma guided surgery. The Company does not currently have a RIGS drug or ACT product approved for commercial sale in any major market. The Company entered into a distribution agreement (the "Agreement") with EES effective October 1, 1999, for an initial five-year term with options to extend for two successive two-year terms. Under the Agreement, the Company will manufacture and sell its ILM products (the "Products") exclusively to EES who will distribute the Products globally. EES agreed to purchase minimum quantities of the Company's Products over the first three years of the term of the Agreement and to reimburse the Company for certain research and development costs and a portion of the Company's warranty costs. The Company is obligated to

continue certain product maintenance activities and to provide ongoing regulatory support for the Products. As a result of entering the Agreement, the Company expects to achieve operating profitability on an annual basis in the near term. However, there can be no assurances that the Company will achieve the volume of sales anticipated in connection with the Agreement, or if achieved, that the margin on such sales will be adequate to achieve operating profitability on either an interim or annual basis in the near term, or at all.

Under the Agreement, EES received a worldwide paid-up license (the "License") to the Company's ILM intellectual property to make and sell other products that may be developed using the Company's ILM intellectual property. The term of the License is the same as that of the Agreement. EES paid the Company a non-refundable license fee

of $4 million. The Company intends to recognize the license fee as revenue ratably over the five-year initial term of the Agreement. If the Agreement is terminated by the Company as a result of a material breach by EES, EES would be required to pay the Company a royalty on all products developed and sold by EES using the Company's ILM intellectual property. In addition, the Company is entitled to a royalty on any ILM product commercialized by EES that does not infringe any of the Company's existing intellectual property.

During 1998, the Company began revising its business plan to focus on its ILM technology and essentially suspended activities related to its RIGS and ACT initiatives pending identification of a developing partner. The Company has entered into a multi-step option agreement with a party interested in commercializing a second-generation antibody for use in colorectal cancer surgery. At this time, the Company has not reached definitive agreement with the option party that would ensure the continued development of the RIGS process. In addition, should the option party ultimately decide to exercise its license option and reach an agreement satisfactory to the Company, the Company believes that the likely timeframe required for the continued development, regulatory and commercialization of a RIGS product would take a minimum of four to five years before the Company would receive any significant product-related royalties. However, there can be no assurance that the Company will be able to complete definitive license agreements with the option partner for the RIGS technology, on terms acceptable to the Company, or at all. To date, a partner for ACT has not been identified or secured. Until definitive agreements with development partners are reached and the appropriate regulatory approvals are received, the Company is limited in its ability to generate revenue from RIGS or ACT. The Company therefore intends to continue to focus on further development of the ILM market in conjunction with its distribution partner, EES.

As of March 31, 2000, the Company had cash and cash equivalents of $2.7 million. The Company expects to generate positive cash flow from operations in the near term as a result of the Agreement with EES. However, there can be no assurances that the Company will achieve the volume of sales anticipated in connection with the Agreement, or if achieved that the margin on such sales will be adequate to produce positive operating cash flow. The Company expects to continue to experience cost savings during 2000 as a result of the transfer of marketing responsibilities for the Company's ILM products to EES. In January 2000, the Company sold its investment in XTL for $1.5 million. The Company believes its March 31, 2000 cash balances and sources of future cash flow are adequate for the Company to continue operating for the foreseeable future. However, if the Company does not receive adequate funds from operations, it may need to further modify its business plan and seek other financing alternatives. Such alternatives may include asset dispositions that could force the Company to further change its business plan.

The Company has, from time to time, been approached by entities interested in acquiring some or all of the assets of the Company. The Company has, as appropriate, engaged in discussions with certain of these entities; however, such discussions to this point have been only preliminary in nature and none has resulted in a definitive transaction for further consideration. The Company anticipates that it may continue to be approached by such entities. At such time as a definitive transaction is proposed, if any, it will be considered by management and the Board of Directors, and if necessary, referred to the shareholders of the Company for their consideration. However, there can be no assurances that such a transaction will be proposed, or if proposed, that the terms would be acceptable to the Company or its shareholders.

At December 31, 1999, the Company had U.S. net operating tax loss carryforwards

and tax credit carryforwards of approximately $93.3 million and $4.9 million, respectively, available to offset or reduce future income tax liability, if any, through 2019. However, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, use of prior tax loss and credit carryforwards may be limited after an ownership change. As a result of ownership changes as defined by Sections 382 and 383, which have occurred at various points in the Company's history, management believes utilization of the Company's tax loss carryforwards and tax credit carryforwards may be limited. The Company's international subsidiaries also have net operating tax loss carryforwards in their respective foreign jurisdictions. However, as the Company is in the process of liquidating its interests in both foreign subsidiaries as of March 31, 2000, the Company does not anticipate that the foreign loss carryforwards will ever be utilized.

Impact of Recent Accounting Pronouncements. In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards ("SFAS") No. 133, Accounting for Derivative Instruments and Hedging Activities. SFAS No. 133 was originally required to be adopted in years beginning after June 15, 1999;

however, SFAS No. 137 deferred the effective date to fiscal quarters beginning after June 15, 2000. The Company expects to adopt SFAS No. 133 effective July 1, 2000. The Statement will require companies to recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income. If a derivative is a hedge, depending on the nature of the hedge, changes in the fair value of the derivative will either be offset against the change in fair value of the hedge asset, liability or firm commitment through earnings, or recognized in other comprehensive income until the hedge item is recognized in earnings. The ineffective portion of a derivative's change in fair value will be immediately recognized in earnings. The Company does not anticipate that the adoption of this Statement will have a significant effect on its results of operations or financial position.

On December 3, 1999, the SEC staff issued Staff Accounting Bulletin No. 101, Revenue Recognition in Financial Statements (SAB 101). SAB 101 was also amended by SAB 101A. SAB 101 and SAB 101A summarize certain of the staff's views in applying generally accepted accounting principles to revenue recognition in financial statements. SAB 101 adds new major Topic 13, "Revenue Recognition" and Topic 13:A, "Views on Selected Revenue Recognition Issues" to the Staff Accounting Bulletin Series. The Company expects to adopt SAB 101 during the second quarter of 2000. Management is currently evaluating the potential impact, if any, that the adoption of this SAB will have on its results of operations or financial position.

RESULTS OF OPERATIONS

Revenue for the first quarter of 2000 was $1.9 million consistent with the $1.9 million for the same period in 1999. Research and development expenses during the first quarter of 2000 were $294,000 or 27% of operating expenses for the quarter. Marketing and selling expenses were $111,000 or 10% of operating expenses during the quarter, and general and administrative expenses were $668,000 or 62% of operating expenses for the quarter. Overall, operating expenses for the first quarter of 2000 decreased $1.6 million or 60% over the same quarter in 1999. The Company anticipates that total operating expenses for the remainder of 2000 will also decrease over 1999 levels. The Company expects research and development and general and administrative expenses to decrease from 1999 levels as a result of cost containment measures implemented during 1999. Marketing expenses, as a percentage of sales, decreased to 7% of sales for the first quarter of 2000 from 59% of sales for the same period in 1999. The Company expects marketing and selling expenses for the remainder of 2000 to decrease from 1999 levels.

Three months ended March 31, 2000 and 1999

Revenues and Margins. Net product sales decreased $305,000 or 16% to $1.6 million during the first quarter of 2000 from $1.9 million during the same period in 1999. Sales during both periods were comprised almost entirely of sales of the Company's hand-held gamma detection instruments. Gross margins decreased to 48% of net sales for the first quarter of 2000 from 68% of net sales for the same period in 1999. The decrease in instrument sales and gross margins is primarily the result of the change in the type of sales made by the Company related to entering the distribution agreement with EES at the end of September 1999. Under the terms of this agreement, the Company's instrument

products are sold to EES at a wholesale transfer price. Prior to entering the EES agreement, the Company sold its instrument products directly to end customers at retail prices during the first quarter of 1999. The cost to manufacture the Company's products did not change significantly from 1999 to 2000. The effect of the decrease in gross margins on profitability is offset by the decline in marketing expenses discussed below. Revenues in the first quarter of 2000 also included $200,000 from the pro-rata recognition of license fees related to the distribution agreement with EES and $50,000 from the recognition of option fees related to an option agreement to license certain of the Company's RIGS products.

Research and Development Expenses. Research and development expenses decreased $168,000 or 36% to $294,000 during the first quarter of 2000 from $462,000 during the same period in 1999. The decrease is primarily due to the reimbursement of certain research and development expenses associated with the Company's distribution agreement with EES. First quarter research and development expenses included approximately $40,000 in non-recurring severance costs and $150,000 in unreimbursed costs for development of products to be launched in fiscal year 2000.

Marketing and Selling Expenses. Marketing and selling expenses decreased $1.0 million or 90% to $111,000 during the first quarter of 2000 from $1.1 million during the same period in 1999. Marketing and selling expenses, as a percentage of sales, decreased to 7% of sales for the first quarter of 2000 from 59% of sales for the same period in 1999. These results reflect lower internal marketing headcount and out-of-pocket expense levels during the first quarter of 2000 as compared to the same period in 1999 as well as elimination of marketing partner commissions over the same periods, due to entering the distribution agreement with EES. The first quarter of 2000 also included approximately $40,000 in non-recurring severance charges related to the separation of marketing personnel.

General and Administrative Expenses. General and administrative expenses decreased $337,000 or 34% to $668,000 during the first quarter of 2000 from $1.0 million during the same period in 1999. The decrease was primarily a result of reductions in overhead costs such as space costs, taxes and insurance.

Losses Related to Subsidiaries in Liquidation. The Company incurred certain charges during the first quarter of 1999 related to interest and other overhead costs incurred during the wind-down process of subsidiaries in liquidation. No such charges were incurred in the first quarter of 2000.

Other Income. Other income decreased $53,000 or 65% to $28,000 during the first quarter of 2000 from $81,000 during the same period in 1999. Other income during the first quarter of 2000 consisted primarily of interest income. Other income during the first quarter of 1999 consisted primarily of gains from settlement of liabilities at less than their face value. The Company's interest income increased due to overall average levels of cash and investments during the first quarter of 2000 as compared to the same period in 1999.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company does not currently use derivative financial instruments, such as interest rate swaps, to manage its exposure to changes in interest rates for its debt instruments or investment securities. As of March 31, 2000 and December 31, 1999, the Company had outstanding debt instruments of $320,000 and $790,000, respectively. Outstanding debt consisted primarily of a variable rate line of credit and fixed rate financing instruments, with average interest rates of 6% and 8% at March 31, 2000 and December 31, 1999, respectively. At March 31, 2000 and December 31, 1999, the fair market values of the Company's debt instruments approximated their carrying values. A hypothetical 100-basis point change in interest rates would not have a material effect on cash flows, income or market values.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

None.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS.

On February 16, 1999, the Registrant executed a purchase agreement to complete the private placement of 30,000 shares of 5% Series B redeemable convertible preferred stock (the "Series B"). The Series B were issued with a $100 per share stated value and were convertible into common stock of the Registrant at the option of the Series B holders. In connection with the private placement, the Registrant also issued 2.9 million Class L warrants to purchase common stock of the Registrant at an initial exercise price of $1.03 per share and the Registrant entered into a financial advisory agreement with the placement agent providing the agent with Unit Purchase Option ("UPOs") entitling the placement agent to purchase approximately 150,000 shares of common stock in the Registrant.

On January 20, 2000, the Registrant executed a definitive Settlement Agreement with the Series B holders to retire the 30,000 shares of Series B preferred stock issued in February 1999. In addition to retiring the preferred shares, the Series B holders returned the Class L warrants issued in connection with the Series B and the placement agent returned the UPOs. In exchange for the retirement of the Series B preferred shares and surrendering the Class L warrants and UPOs, the Registrant paid the Series B holders $2.5 million and issued to the Series B Holders 3 million shares of common stock of the Registrant and 3 million warrants to purchase common stock of the Registrant with an exercise price of$0.74 per share.

On May 9, 2000 the Registrant filed a Certificate of Elimination with the Secretary of State of the State of Delaware to remove all reference to the Series B from the Registrant's Restated Certificate of Incorporation.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

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

None.

ITEM 5. OTHER INFORMATION.

None.

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

(a) LIST OF EXHIBITS

3. ARTICLES OF INCORPORATION AND BY-LAWS

Exhibit 3.1

Complete Restated Certificate of Incorporation of Neoprobe Corporation, as corrected February 18, 1994 and as amended June 27, 1994, July 25, 1995, June 3, 1996, March 17, 1999 and May 9, 2000.

Page 21 in the manually signed original.

Exhibit 3.2

Amended and Restated By-Laws dated July 21, 1993 as amended July 18, 1995 and May 30, 1996 (incorporated by reference to Exhibit 99.4 to the Registrant's Current Report on Form 8-K dated June 20, 1996; Commission File No. 0-26520).

Exhibit 3.3

Certificate of Elimination of Neoprobe Corporation filed on May 9, 2000 with the Secretary of State of Delaware.

Page 31 in the manually signed original

4. INSTRUMENTS DEFINING THE RIGHTS OF SECURITY HOLDERS, INCLUDING INDENTURES

Exhibit 4.1

See Articles FOUR, FIVE, SIX and SEVEN of the Restated Certificate of Incorporation of the Registrant (see Exhibit 3.1).

Exhibit 4.2

See Articles II and VI and Section 2 of Article III and Section 4 of Article VII of the Amended and Restated By-Laws of the Registrant (see Exhibit 3.2).

Exhibit 4.3

Rights Agreement dated as of July 18, 1995 between the Registrant and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 1 of the registration statement on Form 8-A; Commission File No. 0-26520).

Exhibit 4.4

Amendment Number 1 to the Rights Agreement between the Registrant and Continental Stock Transfer and Trust Company dated February 16, 1999 (incorporated by reference to Exhibit 4.4 of the 1998 Form 10-K/A).

10. MATERIAL CONTRACTS

Exhibit 10.1.39

Settlement Agreement among the Registrant, The Aries Master Fund, The Aries Domestic Fund, L.P., Paramount Capital, Inc. and Paramount Capital Asset Management, Inc. dated January 20, 2000.

Page 32 in the manually signed original.

Exhibit 10.1.40

Option Agreement between the Registrant and Reico Ltd. dated February 1, 2000.

Page 67 in the manually signed original.

Exhibit 10.2.53

Non-Qualified Stock Option Agreement dated January 4, 2000 between the Registrant and David C. Bupp. This agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such documents differ from the one that is filed herewith.

Page 76 in the manually signed original.

Exhibit 10.2.54

Restricted Stock Agreement dated March 22, 2000 between the Registrant and David C. Bupp. This agreement is one of three substantially identical agreements and is accompanied by a schedule identifying the other agreements omitted and setting forth the material details in which such documents differ from the one that is filed herewith.

Page 80 in the manually signed original.

Exhibit 10.2.55

Agreement, Release and Waiver between the Registrant and Matthew F. Bowman dated March 31, 2000.

Page 84 in the manually signed original.

Exhibit 10.2.56

Employment Agreement between the Registrant and Carl Bosch dated April 1, 2000.

Page 90 in the manually signed original.

Exhibit 10.2.57

Employment Agreement between the Registrant and Brent L. Larson dated April 1, 2000.

Page 95 in the manually signed original.

Exhibit 10.3.50

Share Purchase Agreement between the Registrant and Biomedical Investments (1997) Ltd. dated January 19, 2000.

Page 100 in the manually signed original.

Exhibit 10.4.45

Manufacturing and Supply Agreement between the Registrant and Plexus Corp. dated March 30, 2000 (filed pursuant to Rule 24b-2 under which the Registrant has requested confidential treatment of certain portions of this Exhibit).

Page 112 in the manually signed original.

11. STATEMENT REGARDING COMPUTATION OF PER SHARE EARNINGS

Exhibit 11.1

Computation of Net Loss Per Share.

Page 134 in the manually signed original.

27. FINANCIAL DATA SCHEDULE

Exhibit 27.1

Financial Data Schedule (submitted electronically for SEC information only).

(b) REPORTS ON FORM 8-K.

The Registrant filed a Current Report on Form 8-K on February 1, 2000 reporting the Registrant's disposition of its equity

investment in XTL Biopharmaceuticals Ltd. on January 19, 2000.

SIGNATURES

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

NEOPROBE CORPORATION
(the "Registrant")
Dated: May 12, 2000

By: /s/ David C. Bupp

David C. Bupp,
President and Chief Executive Officer
(duly authorized officer; principal executive officer)

By: /s/ Brent Larson

Brent Larson
Vice President, Finance and Administration
(principal financial and accounting officer)

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

NEOPROBE CORPORATION

FORM 10-QSB QUARTERLY REPORT

FOR THE FISCAL QUARTER ENDED:

MARCH 31, 2000

EXHIBITS

INDEX

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Computation of Net Loss Per Share.

Exhibit 27.1

Financial Data Schedule (submitted electronically for SEC information only).

EXHIBIT 3.1

RESTATED CERTIFICATE OF INCORPORATION
OF
NEOPROBE CORPORATION

(as corrected February 18, 1994 and
as amended June 27, 1994, July 25, 1995, June 3, 1996, March 17, 1999 and
May 9, 2000)

ARTICLE ONE

The name of the corporation is Neoprobe Corporation.

ARTICLE TWO

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

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

(Article Four was amended to increase the total number of shares authorized to be outstanding from 22,000,000 to 55,000,000 , the total number of shares of Common Stock from 20,000,000 to 50,000,000 and the total number of shares of Preferred Stock from 2,000,000 to 5,000,000 by a resolution duly adopted by the Board of Directors on March 3, 1994 and duly adopted by the stockholders on May 26, 1994).

ARTICLE FOUR

4.1 AUTHORIZED SHARES. The total number of shares of capital stock which the Corporation has authority to issue is 55,000,000 shares, consisting of:

(a) 50,000,000 shares of Common Stock, par value $.001 per share (the "Common Stock");

(b) 5,000,000 shares of Preferred Stock, par value $.001 per share (the "Preferred Stock").

4.2 COMMON STOCK.

(a) Subject to such voting rights of any other class or series of securities as may be granted from time to time pursuant to this certificate of incorporation, any amendment thereto, or the provisions of the laws of the State of Delaware governing corporations, voting rights shall be vested exclusively in the holders of Common Stock. Each holder of Common Stock shall have one vote in respect of each share of such stock held.

(b) Subject to the rights of any other class or series of stock, the holders of shares of Common Stock shall be entitled to receive, when and as declared by the board of directors, out of the assets of the Corporation legally available therefor, such dividends as may be declared from time to time by the board of directors.

(c) Subject to such rights of any other class or series of securities as may be granted from time to time, the holders of shares of Common Stock shall be

entitled to receive all the assets of the Corporation available for distribution to shareholders in the event of the voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, ratably, in proportion to the number of shares of Common Stock held by them. Neither the merger or consolidation of the Corporation into or with any other corporation, nor the merger or consolidation of any other corporation into or with the Corporation, nor the sale, lease, exchange or other disposition (for cash, shares of stock, securities, or other consideration) of all or substantially all the assets of the Corporation, shall be deemed to be a dissolution, liquidation, or winding up, voluntary or involuntary, of the Corporation.

4.3 PREFERRED STOCK. Shares of Preferred Stock may be issued from time to time in one or more series. The board of directors of the Corporation is hereby authorized to determine and alter all rights, preferences, and privileges and qualifications, limitations, and restrictions thereof (including, without limitation, voting rights and the limitation and exclusion thereof) granted to or imposed upon any wholly unissued series of Preferred Stock and the number of shares constituting any such series and the designation thereof, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series then outstanding. In case the number of shares of any series is so decreased, the shares constituting such reduction shall resume the status which such shares had prior to the adoption of the resolution originally fixing the number of shares of such series.

ARTICLE FIVE

The business and affairs of the Corporation shall be managed by or under the direction of the board of directors, and the directors need not be elected by ballot unless required by the by-laws of the Corporation. In furtherance and not in limitation of the powers conferred by statute, the board of directors of the Corporation is expressly authorized to adopt, amend, or repeal the by-laws of the Corporation.

ARTICLE SIX

Action shall be taken by the stockholders of the Corporation only at annual or special meetings of stockholders, and stockholders may not act by written consent. Special meetings of the Corporation may be called only as provided in the by-laws.

ARTICLE SEVEN

Meetings of the stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation. The board of directors shall from time to time decide whether and to what extent and at what times and under what conditions and requirements the accounts and books of the Corporation, or any of them, except the stock book, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any books or documents of the Corporation except as conferred by the laws of the State of Delaware or as authorized by the board of directors.

(Article Eight was amended in its entirety by a resolution duly adopted by the Board of Directors on January 18, 1996 and duly adopted by the stockholders at the Annual Meeting of Stockholders held on May 30, 1996).

ARTICLE EIGHT

Notwithstanding any other provision set forth in the Certificate of Incorporation of the Corporation or its By-laws, the board of directors shall be divided into three classes; the term of office of those of the first class to expire at the annual meeting next ensuing; of the second class one year thereafter; of the third class two years thereafter; and at each annual election

held after the initial classification of the board of directors and election of directors to such classes, directors shall be chosen for a full term of three years, as the case may be, to succeed those whose terms expire. The total number of directors constituting the full board of directors and the number of directors in each class shall be fixed by, or in the manner provided in the by-laws, but the total number of directors shall not exceed seventeen (17) nor shall the number of directors in any class exceed six (6). Subject to the foregoing, the classes of directors need not have the same number of members. No reduction in the total number of directors or in the number of directors in any class shall be effective to remove any director or to reduce the term of any director. If the board of directors increases the number of directors in a class, it may fill the vacancy created thereby for the full remaining term of a director in that class even though such term may extend beyond the next annual election. The board of directors may fill any vacancy occurring for any other reason for the full remaining term of the director whose death, resignation or removal caused the vacancy, even though such term may extend beyond the next annual election.

ARTICLE NINE

(a) The Corporation shall, to the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, indemnify all persons whom it may indemnify pursuant hereto.

(b) To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this Corporation shall not be personally liable for the Corporation or its Stockholders for monetary damages for breach of fiduciary duty as a director. The modification or repeal of this Article Nine shall not affect the restriction hereunder of a director's personal liability for any breach, act, or omission occurring prior to such modification or repeal.

ARTICLE TEN

The Corporation is to have perpetual existence.

* * *

(A Certificate of Correction was filed to correct a failure to set forth in the Restated Certificate of Incorporation filed with the Secretary of State of Delaware on November 9, 1992, the following resolutions duly adopted by the Board and duly approved by the stockholders):

WHEREAS, the Board of Directors of the Corporation deems it to be advisable and in the best interests of the Corporation that the Corporation effectuates a reverse split of its common stock, par value $0.001 per share (the "Common Stock"), to cause the total number of issued and outstanding shares of Common Stock to be 5,162,762 prior to a contemplated public offering of the securities of the Corporation; it is therefore:

RESOLVED, that, subject to approval by the Corporation's stockholders, there is hereby declared a one-for-two reverse split of the issued and outstanding shares of Common Stock, effective immediately prior to the effective time

of the contemplated public offering (the "Conversion Time"), pursuant to which each issued and outstanding share of Common Stock shall automatically be converted into one-half of the one share of Common Stock, and each stockholder of record at the Conversion Time shall receive one or more certificates representing the number of fully-paid and nonassessable shares of Common Stock equal to the number of shares held after the Conversion Time as a result of the foregoing reverse split;

RESOLVED, FURTHER, that the shares of Common Stock that cease to be outstanding as a result of the reverse stock split shall be authorized but

unissued shares;

RESOLVED, FURTHER, that fractions of a share existing after the reverse stock split shall not be issued to the stockholders, and that such fractions shall be paid in cash at their pro rata fair value, which the Board of Directors hereby determines, after due consideration, to be $6.00 per share as of the Conversion Time;

RESOLVED, FURTHER, that appropriate adjustment shall be made to the applicable conversion or other ratios of the Corporation's outstanding warrants, options or other convertible securities to take account of the change in the outstanding Common Stock resulting from the reverse stock split; and

RESOLVED, FURTHER, that the Conversion Time for the one-for-two reverse split of the issued and outstanding shares of Common Stock as authorized on July 22, 1992, and approved by the Corporation's stockholders, shall be at the close of business on Monday, November 9, 1992.

* * *

(The Board of Directors provided for a series of Preferred Stock on July 18, 1995 by the addition to the Certificate of Incorporation of the following paragraphs which were incorporated in a Certificate of Designations, Preferences and Rights of Series A Junior Participating Preferred Stock filed on July 25, 1995):

RESOLVED, that pursuant to the authority vested in the Board of Directors of this Corporation in accordance with the provisions of its Restated Certificate of Incorporation, a series of Preferred Stock of the Corporation be and it hereby is created, and that the designation and amount thereof and the voting powers, preferences and relative, participating, optional and other special rights of the shares of such series, and the qualifications, limitations or restrictions thereof are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" and the number of shares constituting such series shall be 500,000.

Section 2. Dividends and Distributions.

(A) Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock ranking prior and superior to the shares of Series A Junior Participating Preferred Stock with respect to dividends, the holders of shares of Series A Junior Participating Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Junior Participating Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $.05 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock, par value $.001 per share, of the Corporation (the "Common Stock") since the immediately preceding Quarterly Dividend Payment Date,

or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Junior Participating Preferred Stock. In the event the Corporation shall at any time after August 28, 1995 (the "Rights Declaration Date") (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Participating Preferred Stock were entitled immediately prior to such event

under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Corporation shall declare a dividend or distribution on the Series A Junior Participating Preferred Stock as provided in paragraph (A) above immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $.05 per share on the Series A Junior Participating Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Series A Junior Participating Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares of Series A Junior Participating Preferred Stock, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Series A Junior Participating Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Series A Junior Participating Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be no more than 30 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Series A Junior Participating Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Series A Junior Participating Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the number of votes to which holders of Class A Junior Participating Preferred Stock were entitled immediately prior to such event under the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock outstanding immediately prior to such event.

(B) Except as otherwise provided herein or by law, the holders of shares of Series A Junior Participating Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(C) (i) If at any time dividends on any Series A Junior Participating Preferred Stock shall be in arrears in an amount equal to six (6) quarterly dividends thereon, the occurrence of such contingency shall mark the beginning of a period (herein called a "default period") which shall extend until such time when all accrued and unpaid dividends for all previous quarterly dividend periods and for the current quarterly dividend period on all shares of Series A Junior Participating Preferred Stock then outstanding shall have been declared and paid or set apart for payment. During each default period, all holders of Preferred Stock (including holders of the Series A Junior Participating

Preferred Stock) with dividends in arrears in an amount equal to six (6) quarterly dividends thereon, voting as a class, irrespective of series, shall have the right to elect two (2) Directors.

(ii) During any default period, such voting right of the holders of Series A Junior Participating Preferred Stock may be exercised initially at a special meeting called pursuant to subparagraph (iii) of this Section 3(C) or at any annual meeting of stockholders, and thereafter at annual meetings of stockholders, provided that neither such voting right nor the right of the holders of any other series of Preferred Stock, if any, to increase, in certain cases, the authorized number of Directors shall be exercised unless the holders of ten percent (10%) in number of shares of Preferred Stock outstanding shall be present in person or by proxy. The absence of a quorum of the holders of Common Stock shall not affect the exercise by the holders of Preferred Stock of such voting right. At any meeting at which the holders of Preferred Stock shall exercise such voting right initially during an existing default period, they shall have the right, voting as a class, to elect Directors to fill such vacancies, if any, in the Board of Directors as may then exist up to two (2) Directors or, if such right is exercised at an annual meeting, to elect two (2) Directors. If the number which may be so elected at any special meeting does not amount to the required number, the holders of the Preferred Stock shall have the right to make such increase in the number of Directors as shall be necessary to permit the election by them of the required number. After the holders of the Preferred Stock shall have exercised their right to elect Directors in any default period and during the continuance of such period, the number of Directors shall not be increased or decreased except by vote of the holders of Preferred Stock as herein provided or pursuant to the rights of any equity securities ranking senior to or pari passu with the Series A Junior Participating Preferred Stock.

(iii) Unless the holders of Preferred Stock shall, during an existing default period, have previously exercised their right to elect Directors, the Board of Directors may order, or any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Preferred Stock outstanding, irrespective of series, may request, the calling of a special meeting of the holders of Preferred Stock, which meeting shall thereupon be called by the Chairman of the Board, President or the Secretary of the Corporation. Notice of such meeting and of any annual meeting at which holders of Preferred Stock are entitled to vote pursuant to this paragraph (C)(iii) shall be given to each holder of record of Preferred Stock by mailing a copy of such notice to him at his last address as the same appears on the books of the Corporation. Such meeting shall be called for a time not earlier than 20 days and not later than 60 days after such order or request or in default of the calling of such meeting within 60 days after such order or request, such meeting may be called on similar notice by any stockholder or stockholders owning in the aggregate not less than ten percent (10%) of the total number of shares of Preferred Stock outstanding. Notwithstanding the provisions of this paragraph (C)(iii), no such special meeting shall be called during the period within 60 days immediately preceding the date fixed for the next annual meeting of the stockholders.

(iv) In any default period, the holders of Common Stock, and other classes of stock of the Corporation if applicable, shall continue to be entitled to elect the whole number of Directors until the holders of Preferred Stock shall have exercised their right to elect two (2) Directors voting as a class, after the exercise of which right (x) the Directors so elected by the holders of Preferred Stock shall continue in office until their successors shall have been elected by such holders or until the expiration of the default period, and (y) any vacancy in the Board of Directors may (except as provided in paragraph (C)(ii) of this Section 3) be filled by vote of a majority of the remaining Directors theretofore elected by the holders of the class of stock which elected the Director whose office shall have become vacant. References in this paragraph (C) to Directors elected by the holders of a particular class of stock shall include Directors elected by such Directors to fill vacancies as provided in clause (y) of the foregoing sentence.

(v) Immediately upon the expiration of a default period, (x) the right of the holders of Preferred Stock as a class to elect Directors shall

cease, (y) the term of any Directors elected by the holders of Preferred Stock as a class shall terminate, and (z) the number of Directors shall be such number as may be provided for in the certificate of incorporation or by-laws irrespective of any increase made pursuant to the provisions of paragraph (C)(ii) of this Section 3 (such number being subject, however, to change thereafter in any manner provided by law or in the certificate of incorporation or by-laws). Any vacancies in the Board of Directors effected by the provisions of clauses (y) and (z) in the preceding sentence may be filled by a majority of the remaining Directors.

(D) Except as set forth herein, holders of Series A Junior Participating Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Series A Junior Participating Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Junior Participating Preferred Stock outstanding shall have been paid in full, the Corporation shall not

(i) declare or pay dividends on, make any other distributions on, or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock;

(ii) declare or pay dividends on or make any other distributions on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, except dividends paid ratably on the Series A Junior Participating Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Junior Participating Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Junior Participating Preferred Stock;

(iv) purchase or otherwise acquire for consideration any shares of Series A Junior Participating Preferred Stock, or any shares of stock ranking on a parity with the Series A Junior Participating Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Series A Junior Participating Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may

be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth herein.

Section 6. Liquidation, Dissolution or Winding Up.

(A) Upon any liquidation (voluntary or otherwise), dissolution or winding up of the Corporation, no distribution shall be made to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Series A Junior Participating Preferred Stock shall have received [$.10] per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment (the "Series A Liquidation Preference"). Following the payment of the full amount of the Series A Liquidation Preference, no additional distributions shall be made to the holders of shares of Series A Junior Participating Preferred Stock unless, prior thereto, the holders of shares of Common Stock shall have received an amount per share (the "Common Adjustment") equal to the quotient obtained by dividing (i) the Series A Liquidation Preference by (ii) 100 (as appropriately adjusted as set forth in subparagraph C below to reflect such events as stock splits, stock dividends and recapitalizations with respect to the Common Stock) (such number in clause (ii), the "Adjustment Number"). Following the payment of the full amount of the Series A Liquidation Preference and the Common Adjustment in respect to all outstanding shares of Series A Junior Participating Preferred Stock and Common Stock, respectively, holders of Series A Junior Participating Preferred Stock and holders of shares of Common Stock shall receive their ratable and proportionate share of the remaining assets to be distributed in the ratio of the Adjustment Number to 1 with respect to such Preferred Stock and Common Stock, on a per share basis, respectively.

(B) In the event, however, that there are not sufficient assets available to permit payment in full of the Series A Liquidation Preference and the liquidation preferences of all other series of preferred stock, if any, which rank on a parity with the Series A Junior Participating Preferred Stock, then such remaining assets shall be distributed ratably to the holders of such parity shares in proportion to their respective liquidation preferences. In the event, however, that there are not sufficient assets available to permit payment in full of the Common Adjustment, then such remaining assets shall be distributed ratably to the holders of Common Stock.

(C) In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the Adjustment Number in effect immediately prior to such event shall be adjusted by multiplying such Adjustment Number by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case the shares of Series A Junior Participating Preferred Stock shall at the same time be similarly exchanged or changed in an amount per share (subject to the provision for adjustment hereinafter set forth) equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Rights Declaration Date (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock, or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Junior Participating Preferred Stock shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. Optional Redemption.

(A) The Corporation shall have the option to redeem the whole or any part of the Series A Junior Participating Preferred Stock at any time at a redemption price equal to, subject to the provisions for adjustment hereinafter set forth, 100 times the "current per share market price" of the Common Stock on the date of the mailing of the notice of redemption, together with unpaid accumulated dividends to the date of such redemption. In the event the Corporation shall at any time after the Rights Declaration Date, (i) declare any dividend on Common Stock payable in shares of Common Stock, (ii) subdivide the outstanding Common Stock or (iii) combine the outstanding Common Stock into a smaller number of shares, then in each such case the amount to which holders of shares of Series A Junior Participating Preferred Stock were otherwise entitled immediately prior to such event under the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event. The "current per share market price" on any date shall be deemed to be the average of the closing price per share of such Common Stock for the 10 consecutive Trading Days (as such term is hereinafter defined) immediately prior to such date. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Common Stock is not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the principal national securities exchange on which the Common Stock is listed or admitted to trading or, if the Common Stock is not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System ("NASDAQ") or such other system then in use or, if on any such date the Common Stock is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Common Stock selected by the Board of Directors of the Corporation. If on such date no such market maker is making a market in the Common Stock, the fair value of the Common Stock on such date as determined in good faith by the Board of Directors of the Corporation shall be used. The term "Trading Day" shall mean a day on which the principal national securities exchange on which the Common Stock is listed or admitted to trading is open for the transaction of business or, if the Common Stock is not listed or admitted to trading on any national securities exchange, a Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in the State of New York are not authorized or obligated by law or executive order to close.

(B) Notice of any such redemption shall be given by mailing to the holders of the Series A Junior Participating Preferred Stock a notice of such redemption, first class postage prepaid, not later than the thirtieth day and not earlier than the sixtieth day before the date fixed for redemption, at their last address as the same shall appear upon the books of the Corporation. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the stockholder received such notice, and failure duly to give such notice by mail, or any defect in such notice, to any holder of Series A Junior Participating Preferred Stock shall not affect the validity of the proceedings for the redemption of such Series A Junior Participating Preferred Stock are to be redeemed, the redemption shall be made by lot as determined by the Board of Directors.

(C) If any such notice of redemption shall have been duly given or if the Corporation shall have given to the bank or trust company hereinafter referred to irrevocable written authorization promptly to give or complete such notice, and if on or before the redemption date specified therein the funds necessary for such redemption shall have been deposited by the Corporation with the bank or trust company designated in such notice, doing business in the United States of America and having a capital, surplus and undivided profits

aggregating at least $25,000,000 according to its last published statement of condition, in trust for the benefit of the holders of Series A Junior Participating Preferred Stock called for redemption, then, notwithstanding that any certificate for such shares so called for redemption shall not have been surrendered for cancellation, from and after the time of such deposit all such shares called for redemption

shall no longer be deemed outstanding and all rights with respect to such shares shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith cease and terminate, except the right of the holders thereof to receive from such bank or trust company at any time after the time of such deposit the funds so deposited, without interest, and the right to exercise, up to the close of business on the fifth day before the date fixed for redemption, all privileges of conversion or exchange if any. In case less than all the shares represented by any surrendered certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. Any interest accrued on such funds shall be paid to the Corporation from time to time. Any funds so deposited and unclaimed at the end of six years from such redemption date shall be repaid to the Corporation, after which the holders of shares of Series A Junior Participating Preferred Stock called for redemption shall look only to the Corporation for payment thereof; provided that any funds so deposited which shall not be required for redemption because of the exercise of any privilege of conversion or exchange subsequent to the date of deposit shall be repaid to the Corporation forthwith.

Section 9. Ranking. The Series A Junior Participating Preferred Stock shall rank junior to all other series of the Corporation's Preferred Stock as to the payment of dividends and the distribution of assets, unless the terms of any such series shall provide otherwise.

Section 10. Amendment. So long as any shares of Series A Junior Participating Preferred Stock are outstanding, the Restated Certificate of Incorporation of the Corporation shall not be further amended in any manner which would materially alter or change the powers, preferences or special rights of the Series A Junior Participating Preferred Stock so as to affect them adversely without the affirmative vote of the holders of a majority or more of the outstanding shares of Series A Junior Participating Preferred Stock, voting separately as a class.

Section 11. Fractional Shares. Series A Junior Participating Preferred Stock may be issued in fractions of a share which shall entitle the holder, in proportion to such holders fractional shares, to exercise voting rights, receive dividends, participate in distributions and to have the benefit of all other rights of holders of Series A Junior Participating Preferred Stock.

Exhibit 3.3

CERTIFICATE OF ELIMINATION
OF
NEOPROBE CORPORATION

Neoprobe Corporation, a corporation organized and existing under the general Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST:That the Board of Directors by unanimous written consent of its members, filed with the minutes of the Board, duly adopted resolutions setting forth the proposed elimination of the Preferred Stock designated as "5% Series B Convertible Preferred Stock" as set forth herein:

> RESOLVED, that no shares of the 5% Series B Convertible Preferred Stock are outstanding and none will be issued.
>
> FURTHER RESOLVED, that a Certificate of Elimination be executed which shall have the effect when filed in Delaware of eliminating from the Restated Certificate of Incorporation all reference to the 5% Series B Convertible Preferred Stock.

SECOND: None of the authorized shares of the 5% Series B Convertible Preferred Stock are outstanding and none will be issued.

THIRD: In accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware, the Restated Certificate of Incorporation is hereby amended to eliminate all reference to the 5% Series B Convertible Preferred Stock.

IN WITNESS WHEREOF, said Neoprobe Corporation has caused this Certificate of Elimination to be signed by David C. Bupp, its President and CEO, this 9th day of May, 2000.

NEOPROBE CORPORATION

By:/s/David C. Bupp

Its: President & CEO

Exhibit 10.1.39

SETTLEMENT AGREEMENT

January 18, 2000

NEOPROBE CORPORATION, a Delaware corporation ("Neoprobe");

THE ARIES MASTER FUND, a Cayman Island exempted Company ("Master Fund");

THE ARIES DOMESTIC FUND, L.P., a New York Limited Partnership ("Domestic Fund");

PARAMOUNT CAPITAL, INC., a Delaware corporation ("Capital"); and

PARAMOUNT CAPITAL ASSET MANAGEMENT, INC., a Delaware corporation ("Adviser");

hereby agree as follows:

PREAMBLE:

1. Master Fund and Domestic Fund (who may be referred to as the "Investors" herein) purchased Preferred Shares (as such term is defined in Section 7.1 below)] and Class L Warrants from Neoprobe under the Purchase Agreement.

2. At the time of the purchase by the Investors, Neoprobe entered into the Financial Advisory Agreement with Capital and issued a Unit Purchase Option to it (the "Unit Purchase Option"), and certain directors and officers of Neoprobe executed and delivered lock-up agreements to Neoprobe and Adviser (the "Lock-up Agreements").

3. Disagreements have arisen between Neoprobe, on one hand, and the Investors, Capital and Adviser, on the other hand, as to the interpretation of the terms of the Purchase Agreement and the certificate of designations that sets forth the terms of the Preferred Shares and the feasability of compliance therewith.

4. The parties hereto believe that it is in their respective best interests to restructure the investment of the Investors and their continuing relationship.

5. Neoprobe, Master Fund, Domestic Fund, Capital and Adviser entered into a letter agreement dated November 12, 1999 setting forth the basic terms of this Agreement.

TERMS:

Article 1. Transaction.

Section 1.1. Basic Transaction. On the terms, and subject to the conditions set forth in this Agreement, the parties will complete the following transactions at the Closing:

(a) Neoprobe will pay $1,750,000 to Master Fund and $750,000 to Domestic Fund by wire transfer of immediately available funds to bank accounts designated by the payees at least 2 days before the Closing Date.

(b) Neoprobe will issue 2,100,000 shares of Common Stock to Master Fund and 900,000 shares to Domestic Fund. The certificates representing such shares will bear the following legend in larger or other contrasting type or color: These shares of Common Stock have not been registered under the Securities Act of 1933, are restricted securities (as defined in Rule 144 under the Securities Act of 1933) and may not be offered for sale, sold or otherwise transferred except pursuant to registration under the Securities Act of 1933 or an exemption

from the registration requirements of the Securities Act of 1933. These shares of Common Stock may not be offered for sale, sold or otherwise transferred pursuant to an exemption from the registration requirements of the Securities Act of 1933 until the Company has received an opinion of counsel, in form and substance satisfactory to the Company, to the effect that such offer, sale or other transfer is exempt.

(c) Neoprobe will issue a Class N Warrant to purchase 2,100,000 shares of Common Stock to Master Fund and a Class N Warrant to purchase 900,000 shares of Common Stock to Domestic Fund. The per share exercise price of the Class N Warrants shall be equal to the average of the closing price of the Common Stock on the OTC Bulletin Board service operated by The Nasdaq Stock Market on each of the five trading days immediately preceding the Closing Date.

(d) The Investors will deliver all of the certificates representing the Preferred Shares and the Class L Warrants to Neoprobe.

(e) Capital will deliver the Unit Purchase Option to Neoprobe.

(f) Adviser will deliver the Lock-up Agreements to Neoprobe.

(g) Neoprobe will execute and deliver to each of the Investors, Capital and Adviser, a general release in the form of Exhibit B hereto.

(h) Each of the Investors, Capital and Adviser will execute and deliver to Neoprobe a general release in the form of Exhibit C hereto.

Section 1.2. The Closing. The Closing shall take place at 10:00 a.m., Eastern Standard Time, at the offices of Benesch, Friedlander, Coplan & Aronoff, 88 East Broad Street, Columbus, Ohio, on the Closing Date and all of the events and transactions which occur thereat shall be deemed to be simultaneous.

Section 1.3. Certificate. Upon receipt of the Preferred Shares at the Closing they shall be cancelled and retired and Neoprobe shall file a certificate with the Delaware Secretary of State under paragraph (g) of Section 152 of the Delaware General Corporation Law to the effect that no Preferred Shares are outstanding and none will be issued.

Section 1.4. Effect of Closing. Upon due completion of the Closing, the Purchase Agreement, the Financial Advisory Agreement, the Lock-up Agreements, the Class L Warrants and the Unit Purchase Option shall be terminated and all of the rights and obligations of the parties thereto shall be discharged.

Article 2. Representations and Warranties Concerning the Company. Neoprobe hereby represents and warrants to the Investors that:

Section 2.1. Organization. Neoprobe is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Neoprobe has all requisite corporate power and authority to conduct its business as it is now being conducted or is proposed to be conducted and to own or lease the properties and assets that it now owns or leases.

Section 2.2 Valid Issuance, Etc. The Common Shares to be issued on the Closing Date have been duly authorized and, when issued in accordance with this Agreement, will be validly issued, fully paid and nonassessable and will be free and clear of all liens imposed by or through the Company. The Class N Warrants to be issued on the Closing Date have been duly authorized and, when issued in accordance with this Agreement upon such Closing Date, will be validly issued and free and clear of all liens imposed by or through the Company. The Common Stock issuable upon the exercise of the Class N Warrants have been and will, at all times until their issuance, be duly authorized and reserved, and upon the exercise of the Class N Warrants in accordance with the terms and conditions thereof and this Agreement, will be validly issued, fully paid and nonassessable and will be free and clear of all liens
imposed by or through the Company. The issuance of the Common Shares, the Class N Warrants, and the Common Shares issuable upon the exercise of the Class N Warrants will not be subject to any preemptive right of stockholders of the Company or to any right of first refusal or other right in favor of any Person.

Section 2.3. Authorization. Neoprobe has the full corporate power and authority to execute, deliver and enter into this Agreement, the Class N Warrants and the general releases and to perform its obligations hereunder and thereunder, and the execution, delivery and performance of each of these

instruments and all other transactions contemplated by each of them have been duly authorized by Neoprobe. Each of the Agreement, the Class N Warrants and the general releases constitutes a legal, valid and binding obligation of Neoprobe, enforceable in accordance with its terms.

Section 2.4. No Conflict The execution and delivery by Neoprobe of the Agreement, the Class N Warrants and the general releases, the offering and issuance of the Common Shares and the Warrants, and the performance and fulfillment of Neoprobe of its obligations thereunder, do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, or event which, with notice or lapse of time or both, would constitute a breach of or default under, (iii) result in the creation of any lien, security interest, adverse claim, charge or encumbrance upon the capital stock or assets of Neoprobe pursuant to, (iv) give any third party the right to accelerate any obligation under or terminate, (v) result in a violation of, (vi) result in the loss of any license, certificate, legal privilege or legal right enjoyed or possessed by Neoprobe under, or (vii) require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to or require the consent of any other Person under, the Certificate of Incorporation or By-Laws of Neoprobe or any law, statute, rule or regulation to which Neoprobe is subject or by which any of its properties are bound, or any material agreement, instrument, order, judgment or decree to which Neoprobe is subject or by which its properties are bound.

Section 2.5. SEC Documents. Neoprobe has made available to the Investors a true and complete copy of each report, schedule, registration statement and definitive proxy statement filed by Neoprobe with the SEC since January 1, 1995 (as such documents have since the time of their filing been amended, the "SEC Documents") which are all the documents (other than preliminary material) that Neoprobe was required to file with the SEC since such date. As of their respective dates, the SEC Documents complied in all respects with the requirements of the Securities Act or the Securities Exchange Act as the case may be, and the rules and regulations of the SEC thereunder applicable to such SEC Documents and none of the SEC Documents contained any untrue statement of a material fact or omitted to statement of material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of Neoprobe included in the SEC Documents comply as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Form 10-Q of the SEC) and fairly present the financial position of Neoprobe as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended.

Section 2.6. Compliance with Securities Laws. Assuming the accuracy and truth of each of representations set forth in Article 3 below, the shares of Common Stock and the Class N Warrants were offered and will be sold and issued, in compliance with all applicable federal and state securities laws.

Article 3. Representations and Warranties of the Investors, Capital and Adviser.

Section 3.1. Investors. Each of the Investors severally, and on its own behalf represents and warrants to Neoprobe as follows:

(a) Such Investor is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(b) Such Investor has experience in making investments in development stage biotechnology companies and is acquiring the Common Shares and the Warrants for its own account and not with a present view to, or for sale in connection with, any distribution thereof in violation of the registration requirements of the Securities Act.

(c) Such Investor understands that the shares of Common Stock and the Class N Warrants are not, and any shares of Common Stock acquired on exercise thereof at the time of issuance may not, be registered under the Securities Act on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from registration under the Securities Act pursuant to Section 4(2) thereof, and that Neoprobe's reliance on such exemption

is predicated on such Investor's representations set forth herein.

(d) Such Investor has consented to the placing of a legend on the certificates representing its respective Common Shares and Warrants to the effect that the shares of Common Stock issuable hereunder or upon the exercise, as the case may be, of the Warrants have not been registered under the Securities Act and may not be transferred except in accordance with applicable securities laws or an exemption therefrom.

(e) Such Investor has had an opportunity to ask questions and receive answers from Neoprobe regarding the terms and conditions of the offering of the Common Stock and Class N Warrants and the business, properties, prospects, and financial condition of Neoprobe and to obtain additional information (to the extent Neoprobe possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access. The foregoing, however, does not limit or modify the representations and warranties of Neoprobe in Article 2 of this Agreement or the right of such Investor to rely thereon.

(h) Such Investor has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, having obtained all required consents, if any, and this Agreement constitutes and the general releases, when executed and delivered, will constitute the legal valid and binding obligations of such Investor.

Section 3.2. Capital. Capital represents and warrants to Neoprobe that it has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, having obtained all required consents, if any, and this Agreement constitutes and the general releases, when executed and delivered, will constitute its legal valid and binding obligations.

Section 3.3. Adviser. Adviser represents and warrants to Neoprobe that it has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder, having obtained all required consents, if any, and this Agreement constitutes and the general releases, when executed and delivered, will constitute its legal valid and binding obligations.

Article 4. Conditions Precedent.

Section 4.1. Conditions Precedent to Obligations of the Investors, Capital and Adviser. The obligations of the Investors, Capital and Adviser to attend the Closing and enter into the transactions and make the deliveries set forth in Section 1.1 above are subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Neoprobe contained in this Agreement shall be true on and as of the Closing Date with the same effect as if they were made on and as of the Closing Date, except as affected by transactions contemplated hereby and except that any such representation and warranty made as of a specified date other than the date of this Agreement shall have been true as of such date.

(b) Performance of Agreements. Neoprobe shall have performed all obligations and agreements and complied with all covenants contained in this Agreement which are to be performed and complied with by it on or before the Closing Date.

(c) Litigation. No litigation shall be pending or overtly threatened seeking an order of any court against the transactions contemplated by this Agreement. No order of any court against the transactions contemplated by this Agreement shall exist.

Section 4.2. Conditions Precedent to the Closing Obligations of Neoprobe. The obligations of Neoprobe to attend the Closing and enter into the transactions and make the deliveries set forth in Section 1.1 above are subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of the Investors, Capital and Adviser contained in this Agreement shall be true on the Closing Date with the same effect as if they were made on the Closing Date, except as affected by transactions contemplated hereby and except that any such representation and warranty made as of a specified date other than the date of this Agreement shall have been true on and as of such

date.

(b) Performance of Agreements. The Investors, Capital and Adviser shall have performed all obligations and agreements and complied with all covenants contained in this Agreement or in any document delivered in connection herewith to be performed and complied with by it on or before the Closing Date.

(c) Litigation. No litigation shall be pending or overtly threatened seeking an order of any court against the transactions contemplated by this Agreement. No order of any court against the transactions contemplated by this Agreement shall exist.

Article 5. Covenants.

Section 5.1. Public Announcements. Neoprobe and Capital will consult with each other before issuing any press release or otherwise making a public statement or announcement concerning the transactions contemplated by this Agreement and Neoprobe shall not use the names of the Investors, Capital or Advisers without the prior written consent of each.

Section 5.2. Further Assurances. On and after the Closing Date, the parties hereto shall execute and deliver all such further assignments, endorsements, and other documents as any of them may reasonably request in order to consummate the transactions contemplated by this Agreement.

Section 5.3 Transactions in Common Stock. From the date hereof until the Closing Date and the completion of the Closing, no party hereto may purchase or sell any shares of Common Stock or submit any bids to purchase or ask prices to sell shares of Common Stock. Investors, Capital and Adviser will not, directly or indirectly, purchase any shares of Common Stock until 180 days after the Closing Date.

Section 5.4 Status Quo. From the date hereof until the Closing Date and the completion of the Closing, the parties hereto shall maintain the status quo among them and shall not take any action to disturb it, including, but not limited to, commencing any legal actions concerning matters which will be released pursuant to this Agreement, converting any Preferred Shares, exercising any Class L Warrants or giving any notices under the Purchase Agreement or the certificate of designations that sets forth the terms of the Preferred Shares.

Section 5.5 Voting Agreement. The Investors will, in person or by proxy, vote all of their shares of Common Stock, whether such shares are now owned or hereafter acquired, in accordance with the recommendations of the management of Neoprobe on any and all issues submitted to a vote of the stockholders of Neoprobe for a period of two (2) years after the Closing Date. The Investors will be present, in person or by proxy, at every meeting of the stockholders of the Company held during the two (2) year period following the Closing Date. The Investors will execute and deliver to the designee of the board of directors of Neoprobe any proxies requested by Neoprobe in order to effectively carry out the provisions of this Section 5.6. If the investors transfer any shares of Common Stock issued hereunder or upon the exercise of the Class N Warrants to any Affiliate of Capital or Advisors at any time during the two (2) year period after the Closing Date, Capital and Advisors shall cause such Affiliates to comply with the provisions of this Section 5.6 to the same extent that the Investors would be required to, if they then held such shares.

Article 6. Registration of Common Stock.

Section 6.1. Registration. (a) Not more than 45 days after the Closing Date, Neoprobe will file with the SEC a shelf registration statement (the "Shelf Registration Statement") with respect to the resale of the Common Stock beneficially owned by the Investors following the Closing. Not later than 45 days following the exercise of the Class N Warrants, Neoprobe will amend the Shelf Registration Statement to include the shares of Common Stock issued to the Investors as a consequence of such exercise. Neoprobe will use its best efforts to effect the registration of such securities (including, without limitation, the execution of any required undertaking to file post-effective amendments, appropriate qualifications under applicable blue sky or other state securities laws and appropriate compliance with applicable securities laws, requirements or regulations) as may be reasonably requested and as would permit or facilitate the sale and distribution of all of the Common Stock entitled to be registered under this Article 6 ("Registrable Securities") until the distribution thereof is complete.

(b) Neoprobe shall not be obligated to maintain the effectiveness of the Shelf Registration Statement (and any related qualifications and compliance) after the earlier of (i) the third anniversary of the Closing Date or (ii) at such time as Neoprobe shall deliver an opinion of counsel reasonably satisfactory to the holders of Registrable Securities (such holders, including, without limitation, the holders of the Class N Warrants, are referred to as the "Holders') in form and substance reasonably satisfactory to each Holder that (A) such Holders may sell in a single transaction all Registrable Securities then held by such Holder under an applicable exemption from the registration requirements of the Securities Act and all other applicable securities laws and (B) all transfer restrictions and restrictive legends with respect to such Registrable Securities may be removed upon the consummation of such sale.

Section 6.2. Registration Procedures. In connection with the registration of any Registrable Securities under the Securities Act as provided in this Article 6, Neoprobe will use its reasonable best commercial efforts, to:

(a) Prepare and file with the SEC the Shelf Registration Statement with respect to such Registrable Securities and cause such Shelf Registration Statement to become effective as expeditiously as possible but in any event by the Targeted Effective Date (as such term is defined in Section 6.5(b));

(b) Prepare and file with the SEC such amendments and supplements to such Shelf Registration Statement and the prospectus used in connection therewith as may be necessary to keep such Shelf Registration Statement effective until the disposition of all securities in accordance with the intended methods of disposition by the seller thereof set forth in such Shelf Registration Statement shall be completed, and to comply with the provisions of the Securities Act (to the extent applicable to Neoprobe) with respect to such dispositions;

(c) Furnish to each seller of such Registrable Securities such number of copies of such Shelf Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such Shelf Registration Statement (including each preliminary prospectus), in conformity with the requirements of the Securities Act, and such other documents, as such seller may reasonably request, in order to facilitate the disposition of the Registrable Securities owned by such seller;

(d) Register or qualify such Registrable Securities covered by such Shelf Registration Statement under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests, and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller, except that Neoprobe will not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not, but for the requirements of this Section 6.2(d) be obligated to be qualified, to subject itself to taxation in any such jurisdiction, or to consent to general service of process in any such jurisdiction;

(e) Provide a transfer agent and registrar for all such Registrable Securities covered by such Shelf Registration Statement not later than the effective date of such Shelf Registration Statement;

(f) Notify each seller of such Registrable Securities at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such Shelf Registration Statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, Neoprobe will prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading;

(g) Cause all such Registrable Securities to be listed on each securities exchange or automated over-the-counter trading system on which similar securities issued by Neoprobe are then listed;

(h) Enter into such customary agreements (including, in the event that the Investors elect to engage an underwriter in connection with the Shelf

Registration Statement, an underwriting agreement containing customary terms and conditions) and take all such other actions as reasonably required in order to expedite or facilitate the disposition of such Registrable Securities; and

(i) Make available for inspection by any seller of Registrable Securities, all financial and other records, pertinent corporation documents and properties of Neoprobe, and cause Neoprobe's officers, directors and employees to supply all information reasonably requested by any such seller in connection with the Shelf Registration Statement pursuant to Section 6.1.

Section 6.3 Registration and Selling Expenses.

(a) All expenses incurred by Neoprobe in connection with Neoprobe's performance of or compliance with this Article 6, including, without limitation (i) all registration and filing fees (including all expenses incident to filing with the National Association of Securities Dealers, Inc.), (ii) blue sky fees and expenses, (iii) all necessary printing and duplicating expenses, and (iv) all fees and disbursements of counsel and accountants retained by Neoprobe (including the expenses of any audit of financial statements) (all such expenses being called "Registration Expenses"), will be paid by Neoprobe except as otherwise expressly provided in this Section 6.3.

(b) Neoprobe will, in any event, in connection with any registration statement, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal, accounting or other duties in connection therewith and expenses of audits of year-end financial statements), the expense of liability insurance and the expenses and fees for listing the securities to be registered on one or more securities exchanges or automated over-the-counter trading systems on which similar securities issued by Neoprobe are then listed.

(c) Nothing in this Agreement shall be construed to prevent any Holder of Registrable Securities from retaining such counsel as they shall choose at their own expense.

Section 6.4. Indemnification. (a) Neoprobe shall indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors, if any, and each person, if any, who controls such Holder within the meaning of the Securities Act, against all losses, claims, damages, liabilities and expenses (under the Securities Act or common law or otherwise) caused by any untrue statement or alleged untrue statement of a material fact contained in any registration statement or prospectus (and as amended or supplemented if Neoprobe has furnished any amendments or supplements thereto) or any preliminary prospectus, which registration statement, prospectus or preliminary prospectus shall be prepared in connection with the registration contemplated by this Article 6, or caused by 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, except insofar as such losses, claims, damages, liabilities or expenses are caused by any untrue statement or alleged untrue statement contained in, or by any omission or alleged omission from information furnished in writing by such Holder to Neoprobe in connection with the registration contemplated by this Article 6, provided Neoprobe will not be liable pursuant to this Section 6.4 if such losses, claims, damages, liabilities or expenses have been caused by any selling security holder's failure to deliver a copy of the registration statement or prospectus, or any amendments or supplements thereto, after Neoprobe has furnished such holder with the number of copies required by Section 6.2(c).

(b) In connection with any registration statement in which a Holder of Registrable Securities is participating, each such Holder shall furnish to Neoprobe in writing such information as is reasonably requested by Neoprobe for use in any such registration statement or prospectus and shall severally, but not jointly, indemnify, to the extent permitted by law, Neoprobe, its directors and officers and each person, if any, who controls Neoprobe within the meaning of the Securities Act, against any losses, claims, damages, liabilities and expenses resulting from any untrue statement or alleged untrue statement of a material fact or any omission or alleged omission of a material fact required to be stated in the registration statement or prospectus or any amendment thereof or supplement thereto or necessary to make the statements therein not misleading, but only to the extent such losses, claims, damages, liabilities or expenses are caused by an untrue statement or alleged untrue statement contained in or by an omission or alleged omission from information so furnished in writing by such Holder in connection with the

registration contemplated by this Article 6. If the offering pursuant to any such registration is made through underwriters, each such Holder agrees to enter into an underwriting agreement in customary form with such underwriters and to indemnify such underwriters, their officers and directors, if any, and each person who controls such underwriters within the meaning of the Securities Act to the same extent as hereinabove provided with respect to indemnification by such Holder of Neoprobe.

(c) Promptly after receipt by an indemnified party under Section 6.4 (a) or (b) of notice of the commencement of any action or proceeding, such indemnified party will, if a claim in respect thereof is made against the indemnifying party under such Section, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under such Section. In case any such action or proceeding is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and, to the extent that it wishes, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel approved by such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under such Section for any legal or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof (other than reasonable costs of investigation) unless incurred at the written request of the indemnifying party. Notwithstanding the above, the indemnified party will have the right to employ counsel of its own choice in any such action or proceeding if the indemnified party has reasonably concluded that there may be defenses available to it which are different from or additional to those of the indemnifying party, or counsel to the indemnified party is of the opinion that it would not be desirable for the same counsel to represent both the indemnifying party and the indemnified party because such representation might result in a conflict of interest (in either of which cases the indemnifying party will not have the right to assume the defense of any such action or proceeding on behalf of the indemnified party or parties and such legal and other expenses will be borne by the indemnifying party). An indemnifying party will not be liable to any indemnified party for any settlement of any such action or proceeding effected without the consent of such indemnifying party.

(d) If the indemnification provided for in Section 6.4(a) or (b) is unavailable under applicable law to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of Neoprobe on the one hand and of the Holders on the other in connection with the statements or omissions which resulted in such losses, claims, damages, or liabilities, as well as any other relevant equitable considerations. The relative fault of Neoprobe on the one hand and of the Holders 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 to state a material fact relates to information supplied by Neoprobe or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 6.4(c), any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

(1) Arbitration

a. Any and all claims, disputes or controversies ("Disputes") arising under, out of, in connection with or in relation to the assignment of the fault under this section 6.4(d) shall be arbitrated in accordance wit the terms and conditions of this subsection 6.4(d)(1)

b. Notwithstanding the foregoing subsection 6.4(d)(1)(a), either party may apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

c. As a condition precedent to a party's right to commence arbitration pursuant to this section 6.4(d), if a party, in its sole discretion, determines in good faith that a Dispute is unlikely to be resolved amicably in good faith negotiations between the parties, that party shall send written notice of the issue(s) in the dispute, clearly marked "Dispute Notice" to the other party, demanding that the Dispute be settled by binding arbitration in accordance with this provision. The parties shall have 30 days from the date of receipt of the Dispute Notice to attempt resolution of the Dispute by negotiations between their senior officials or representative authorized to bind such parties.

d. If within 30 days of receipt of the Dispute Notice the Dispute has not been resolved, either party may require the matter to be settled by final and binding arbitration by sending written notice of such election to the other party clearly marked "Arbitration Demand."

e. The arbitration shall be filed with the office of the American Arbitration Association ("AAA") located in New York, NY or such other AAA office as the parties may agree upon (without any obligation to so agree). The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the AAA. Each party shall pay the compensation and all other costs and expenses ("The Costs") of the arbitrator appointed on its behalf, and the Costs of additional arbitrator(s) shall be paid in equal shares by the parties. The administrative fee of the AAA will also be paid in equal shares by the parties.

A. The arbitrators shall have the sole authority to decide whether or not any Dispute between the parties is arbitrable.

B. The decision of the arbitrators, which shall be in writing and state the findings of facts and conclusions of law upon which the decision is based, shall be final and binding upon the parties who shall forthwith comply after receipt thereof.

(e) Promptly after receipt by Neoprobe or any Holder of Registrable Securities of notice of the commencement of any action or proceeding, such party will, if a claim for contribution in respect thereof is to be made against another party (the "contributing party"), notify the contributing party of the commencement thereof; but the omission so to notify the contributing party will not relieve it from any liability which it may have to any other party other than for contribution under this Agreement. In case any such action, suit, or proceeding is brought against any party, and such party notifies a contributing party of the commencement thereof, the contributing party will be entitled to participate therein with the notifying party and any other contributing party similarly notified.

Section 6.5. Additional Common Stock Issuable Upon Delay of Registration and Other Events.

(a) Except to the extent any delay is due to the failure of a Holder to reasonably cooperate in providing to Neoprobe such information as shall be reasonably requested by Neoprobe for use in the Shelf Registration Statement, if the Shelf Registration Statement is not filed with the SEC within 45 days following the Closing Date (the "Outside Target Date"), Neoprobe shall immediately issue, for no additional consideration, to each Holder additional shares of Common stock equal to one half percent (0.5%) of the number of shares of Common Stock that were Registrable Securities held by such Holder on the Outside Target Date, for each day after the Outside Target Date on which the offices of the SEC are open for business and the Registration Statement remains unfiled.

(b) Except to the extent any delay is due to the failure of a Holder to reasonably cooperate in providing to Neoprobe such information as shall be reasonably requested by Neoprobe for use in the Shelf Registration Statement, if the Shelf Registration Statement is not declared effective by the SEC by the Targeted Effective Date, Neoprobe shall immediately issue, for no additional consideration, to each Holder, additional shares of Common stock equal to one half percent (0.5%) of the number of shares of Common Stock that were Registrable Securities held by such Holder on the Targeted Effective Date, for each day after the occurrence of the Targeted Effective Date on which the offices of the SEC are open for

business and the Shelf Registration Statement is not declared effective by the SEC. As used herein, "Targeted Effective Date" shall mean the 90th day after the filing of the Shelf Registration Statement with the SEC, provided that in the event the SEC does not provide comments to Neoprobe (or declare the Shelf Registration Statement Effective) within (i) 30 days after the initial filing of the Shelf Registration Statement or (ii) seven days after the filing of any pre-effective amendment to the Shelf Registration Statement, so long as Neoprobe has used reasonable efforts to respond promptly to any comments pending at the time a pre-effective amendment to the Shelf Registration Statement is filed, the Targeted Effective Date shall be deferred for a number of days equal to the number of days by which the SEC's response time exceeded 30 days or seven days, as applicable. The Targeted Effective Date shall also be deferred during any time that Neoprobe has filed with the SEC a proxy statement for a sale of substantially all of its assets or a merger until the completion or abandonment of the transaction described in such proxy statement.

(c) All shares of Common Stock issuable pursuant to this Section 6.5 shall be duly authorized, fully paid and non-assessable shares of Common Stock and shall be included in the Shelf Registration Statement contemplated by Section 6.1. Such shares shall be registered in Investors' names or the name of the nominee(s) of Investors in such denominations as Investors shall request pursuant to instructions delivered to Neoprobe.

Section 6.6. Regulation M. Any Holder who owns any shares of Common Stock included in a Shelf Registration Statement under this Article 6, covenants and agrees with the Company by the inclusion of his shares in the Shelf Registration Statement that, for so long as any of the Common Stock is salable thereunder, such Holder shall not purchase any shares of Common Stock in a transaction that would violate SEC Regulation M.

Section 6.7. Rule 144. Until all of the Registrable Securities, have been sold under a registration statement declared effective by the Securities and Exchange Commission or pursuant to Rule 144 promulgated under the Securities Act of 1933, the Company shall use its reasonable best efforts to file with the Securities and Exchange Commission all current reports and the information as may be necessary to enable the Holders to effect sales of their shares in reliance upon Rule 144.

Article 7. General.

Section 7.1. Definitions. Certain words and phrases used in this Agreement shall have the meanings given to them below in this Section:

"Class L Warrants" means the Class L Warrants to purchase shares of Common Stock issued by Neoprobe under the Purchase Agreement.

"Class N Warrants" means the Class N Warrants to purchase shares of Common Stock in the form attached as Exhibit A (the "Warrants").

"Closing" means the meeting of the parties hereto on the Closing Date for the purposes of consummating the transactions contemplated by this Agreement.

"Closing Date" means December [ ], 1999, or such other date as the parties hereto may mutually agree upon.

"Common Stock" means the common stock, par value $.001 per share, of Neoprobe.

"Generally Accepted Accounting Principles" means generally accepted accounting principles consistently applied.

"Person" shall mean any natural person and any corporation, partnership, joint venture, limited liability company or other legal person, but shall not include any governmental entity.

"Preferred Shares" means the shares of 5% Series B Convertible Preferred Stock, par value $.001 per share, stated value $100 per share, of Neoprobe

"Purchase Agreement" means the Preferred Stock and Warrant Purchase Agreement Dated as of February 16, 1999 among Neoprobe and the Investors.

"Securities Act" means, as of any given time, the Securities Act of

1933 or any similar federal law then in force.

"Securities Exchange Act" means, as of any given time, the Securities Exchange Act of 1934 or any similar federal law then in force.

"SEC" means the United States Securities and Exchange Commission and includes any governmental body or agency succeeding to its functions.

Section 7.2. Survival of Representations, Warranties and Covenants. Except as otherwise provided for in this Agreement all representations, warranties, covenants and agreements contained in this Agreement, or in any document, exhibit, schedule or certificate by any party delivered in connection herewith shall survive the execution and delivery of this Agreement and the Closing and the consummation of the transactions contemplated hereby.

Section 7.3. Expenses. Except as otherwise provided in Section 6.3 above each of the parties to this Agreement shall pay all its own expenses in connection with this Agreement and the transactions contemplated herein.

Section 7.4. Entire Agreement. This Agreement, the Class N Warrants and the general releases executed and delivered pursuant to this Agreement are all of the agreements among the parties hereto and are a complete and exclusive statement of the terms of the agreements among them and, such agreements supersede and discharge all prior written agreements among the parties hereto and all prior and contemporaneous oral agreements among them. There are no oral conditions precedent to the effectiveness of this Agreement.

Section 7.5. Amendments and Waivers. No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement. No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be charged. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

Section 7.6. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives or corporate or partnership successors. Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

Section 7.7. Notices. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and confirmation of receipt is received or two (2) days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below and with such copies delivered, transmitted or mailed to such persons as are specified below. Any party may change his address for notices in the manner set forth above.

If to Neoprobe:

Neoprobe Corporation
425 Metro Place North, Suite 300
Dublin, OH 43017-1367
Attn: David C. Bupp

With a Copy to:

Benesch, Friedlander, Coplan & Aronoff LLP
Suite 900
88 East Broad Street
Columbus, OH 43215
Attention: Robert S. Schwartz

If to the Investors:

The Aries Master Fund

The Aries Domestic Fund
in care of Paramount Capital Asset Management, Inc.
787 Seventh Avenue, 48th Floor
New York, NY 10019
Attn: David M. Tanen

With a Copy to:
Roberts, Sheridan & Kotel,
A Professional Corporation
Tower Forty-Nine
12 East 49th Street, 30th Floor
New York, NY 10017
Attention: Ira L. Kotel

If to Adviser:

Paramount Capital Asset Management, Inc.
787 Seventh Avenue, 48th Floor
New York, NY 10019
Attn: David M. Tanen

With a Copy to:
Roberts, Sheridan & Kotel,
A Professional Corporation
Tower Forty-Nine
12 East 49th Street, 30th Floor
New York, NY 10017
Attention: Ira L. Kotel

If to Capital:

Paramount Capital, Inc.
787 Seventh Avenue, 48th Floor
New York, NY 10019
Attn: David M. Tanen

With a Copy to:
Roberts, Sheridan & Kotel,
A Professional Corporation
Tower Forty-Nine
12 East 49th Street, 30th Floor
New York, NY 10017
Attention: Ira L. Kotel

Section 7.8. Counterparts. This Agreement may be executed in any number of counterparts and,
notwithstanding that any of the parties did not execute the same counterpart, each of such counterparts shall, for all purposes, be deemed an original, and all such counterparts shall constitute one and the same instrument binding on all of the parties thereto.

Section 7.9. Headings. The headings of the Sections are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement or the meaning of any provision hereof.

Section 7.10. Saturdays, Sundays and Holidays. Where this Agreement authorizes or requires a payment or performance on a Saturday, Sunday or public holiday, such payment or performance shall be deemed to be timely if made on the next succeeding business day.

Section 7.11. Joint Preparation. This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

Section 7.12. Rules of Construction. In this Agreement, words in the singular number include the plural, and in the plural include the singular; and words of the masculine gender include the feminine and the neuter, and words of the neuter gender may refer to any gender.

Section 7.13. Severability. In the event that any provision of this Agreement or the application of any provision hereof is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the

remainder of this Agreement shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision unless the provision held invalid shall substantially impair the benefit of the remaining portion of this Agreement.

Section 7.14. Governing Law; Consent to Jurisdiction. The validity, performance, construction and effect of this Agreement shall be governed by those laws of the State of New York which are applicable to agreements that are negotiated, executed, delivered and performed solely in the State of New York. The parties hereto irrevocably consent to the jurisdiction of the courts of the State of New York and of any federal court located in such State in connection with any action or proceeding arising out of or relating to this Agreement, any document or instrument delivered pursuant to, in connection with or simultaneously with this Agreement, or a breach of this Agreement or any such document or instrument. In any such action or proceeding, each party hereto waives personal service of any summons, complaint or other process and agrees that service thereof may be made in accordance with the notice provisions of Section 7.7. above. Within 30 days after such service, or such other time as may be mutually agreed upon in writing by the attorneys for the parties to such action or proceeding, the party so served shall appear or answer such summons, complaint or other process.

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

NEOPROBE CORPORATION

By:/s/ David C. Bupp

Name: David C. Bupp
Title: President and Chief Executive Officer

THE ARIES MASTER FUND,
a Cayman Island exempted Company

By:/s/ Lindsay A. Rosenwald, M.D.

Name: Lindsay A. Rosenwald, M.D.
Title: Chairman of the General Partner

THE ARIES DOMESTIC FUND, L.P.

By:/s/ Lindsay A. Rosenwald, M.D.

Name: Lindsay A. Rosenwald, M.D.
Title: Chairman of the General Partner

PARAMOUNT CAPITAL, INC.

By:/s/ Lindsay A. Rosenwald, M.D.

Name: Lindsay A. Rosenwald, M.D.
Title: Chairman

PARAMOUNT CAPITAL ASSET MANAGEMENT, INC.

By:/s/ Lindsay A. Rosenwald, M.D.

Name: Lindsay A. Rosenwald, M.D.
Title: Chairman

Exhibit 10.1.40

OPTION AGREEMENT

THIS AGREEMENT entered into this 1st day of February 2000 between Neoprobe Corporation, a Delaware corporation with principal offices at 425 Metro Place North, Suite 300, Dublin, Ohio 43017-1331 (hereinafter "Neoprobe"), and Reico Ltd. (acting as trustee for NuRIGS, Ltd.), Ramat Aviv Tower, 40 Einstein Street, 8th Floor, Tel Aviv 69101, Israel (hereinafter "Reico").

WHEREAS, Neoprobe has developed or has rights to certain proprietary technology relating to radiotargeted surgery or radioimmunoguided surgery using a radioactive monoclonal antibody or antibody fragment (the "RIGS(R) technology");

WHEREAS, Neoprobe has determined that it will not commercialize the RIGS Technology without a development partner or through a licensee;

WHEREAS, Reico is trustee for NuRIGS. Ltd. a company that will be organized to develop products useful for radioimmunoguided surgical procedures;

WHEREAS, Reico acting on behalf of NuRIGS is interested in evaluating the RIGS technology to determine if Reico has an interest in acquiring exclusive rights to such technology; and

WHEREAS, Neoprobe is willing to allow Reico to evaluate the technology with an option to acquire exclusive rights.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein, the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Effective Date. The term "Effective Date" of this Agreement shall mean the date first written hereinabove.

1.02 Licensed Product. As used herein, the term "Licensed Product" means any composition or product that uses the Technology, is covered by Patent Rights, or the use of which would constitute, but for rights granted to Reico pursuant to a License Agreement, an infringement of a pending or issued claim within Patent Rights.

1.03 Patent Rights. As used herein, the term "Patent Rights" shall mean any United States or foreign patents or patent applications owned or controlled by Neoprobe relating to the "Technology" as well as renewals, reissues, reexaminations, extensions, and patents of addition and patents of importation relating thereto, including any and all other intellectual property rights in and to the Technology (except the Trademarks); the extent Patent Rights as of the Effective Date are listed in Schedule 1.03 attached hereto.

1.04 Schedules. The Schedules to this Agreement are listed below and are an integral part of this Agreement and are incorporated herein.

SCHEDULE NO.	DESCRIPTION
1.03	List of Patent Rights
1.06	List of Trademarks
2.03	Letter Of Instructions

1.05 Technology. As used herein, the term "Technology" shall mean all information and data owned and/or controlled by Neoprobe relating to radioguided surgery using a tissue specific radiolabeled monoclonal antibody (MAb), antibody fragment (FAb) or protein targeting agent, whether patentable or unpatentable, including but not limited to all development, preclinical, clinical and manufacturing data and information relating to CC49 MAb or HuCC49DCH2 FAb.

1.06 Trademarks. As used herein, the term "Trademark" or "Trademarks" means the U.S. and foreign marks listed in Schedule 1.06 attached hereto.

ARTICLE II. OPTION GRANT AND PILOT STUDY

2.01 Option. Neoprobe hereby agrees to grant to Reico and does hereby grant to Reico, and Reico hereby accepts such grant, an "Option" to acquire an exclusive, irrevocable, perpetual (unless terminated for material breach) worldwide, royalty-bearing license to the Technology, Patent Rights, and Trademarks. The continuation of the validity of the Option granted in this Section 2.01 is contingent upon Reico making the payment specified by Section 3.01.

2.02 Option Period. Unless otherwise agreed to by the parties in writing, the term of the Option granted pursuant to Section 2.01 (the "Option Period") shall be the period running from the Effective Date to December 31, 2000.

2.03 Pilot Study. Immediately following signature hereof, Neoprobe shall instruct BioInvent AB, Sweden, by sending them a letter in the form of Schedule 2.03, to transfer the HuCC49DCH2 antibody fragment, manufacturing and testing files to The Ohio State University to the attention of Dr. Edward Martin and Dr. George Hinkle. It is recorded and agreed that such transfer is made for the purposes of a physician Investigated New Drug Pilot Study (the "Pilot Study") to be sponsored, managed and monitored by Reico. Reico shall incur all expenses related to the Pilot Study and shall be the sole owner of all data and intellectual property rights relating and deriving from the Pilot Study.

ARTICLE III. CONSIDERATION

3.01 Consideration. In consideration of the continuance validity of the Option granted herein, Reico shall pay Neoprobe a non-refundable payment of Fifty Thousand Dollars $50,000) due in two (2) equal payments, the first payment due on or before May 31, 2000 and the second payment due on or before August 31,2000. For the avoidance of doubt if Reico shall elect not to pay such non refundable payment the option shall expire, this Agreement shall terminate and Reico shall instruct The Ohio State University to return to Neoprobe all remaining HuCC49DCH2 antibody fragment, and in such event no party shall have any claims, contentions or demands against the other party in connection with this Agreement.

ARTICLE IV. DUE DILIGENCE

4.01 Completion of Due Diligence. Reico shall have until the end of the Option Period to complete its due diligence activities relating to the Technology, Patent Rights and Trademarks.

4.02 Exercise of Option. Reico shall have until December 31, 2000 to exercise the option granted to it pursuant to Section 2.01. Reico must notify Neoprobe in writing on or before December 31, 2000 if it will exercise the Option granted in Section 2.01. The exercise of the Option shall also be deemed as execution by the parties of the definitive license agreement referred to in Section 4.03 bellow as of the date of such exercise.

4.03 License Agreement. As soon as possible following signature, Neoprobe and Reico shall negotiate in good faith to arrive at the terms of a definitive written license agreement within sixty (60) days. The definitive license agreement shall contain, inter alia, the following terms:

(a) the license grant shall be an exclusive, worldwide, irrevocable, perpetual (unless terminated for material breach) license to the Patent Rights, Trademarks, and Technology for use in radioimmunoguided surgical procedures;

(b) Reico shall have the right to sublicense;

(c) Reico shall make an upfront payment of nine hundred thousand dollars ($900,000) upon execution of the license agreement by the last of the parties to sign; this upfront payment shall be nonrefundable and shall not be creditable against future royalties;

(d) the license shall be royalty bearing for the period specified in the definitive license agreement and the royalty rate shall be the greater of five percent (5%) of the net ex-factory price of Licensed Product to a distributor or thirty dollars (US$30) per unit dose (as shall be determined in the definitive license agreement) of Licensed Product;

(e) Reico shall be responsible for all commercial development costs for a Licensed Product and all payment of royalties to National Cancer Institute and such other third parties (if at all) specified in the definitive agreement and to the extent so specified;

(f) Neoprobe agrees to take all steps necessary to transfer to Reico any of Neoprobe's rights relating to the Technology or Patent Rights including such rights which flow from third party licenses to Neoprobe, including the assignment or other transfer of license agreements with such third parties; and

(g) Reico shall be responsible for managing and maintaining the Patent Rights and for all payments and fees associated therewith.

4.04 Escrow. During the period of the option granted in this Agreement, in order to assure that Reico shall have access to the CC49 master cellbank, CC49 and HuCC49DCH2 cell lines (the "Materials"), Neoprobe shall enter into an agreement with BioInvent wherein BioInvent agrees to release to Reico the Materials in the event that Neoprobe shall suffer an "Insolvency Event" or otherwise be ordered by the arbitrator nominated pursuant to section 8.04 below or by a competent court. As used in this Section 4.04, the term "Insolvency Event" shall mean the occurrence of any of the following events:

(a) Neoprobe shall admit in writing its inability, or be generally unable, to pay its debts as such debts become due; or

(b) Neoprobe shall (1) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property, (2) make a general assignment for the benefit of its creditors, (3) commence a voluntary case under the United States Bankruptcy Code, as now or hereafter in effect (the "Bankruptcy Code"), (4) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or readjustment of debts, (5) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in any involuntary case under the Bankruptcy Code, or (6) take any corporate action for the purpose of effecting any of the foregoing; or

(c) A proceeding or case shall be commenced by or against Neoprobe in any court of competent jurisdiction, seeking (1) its liquidation, reorganization, dissolution or winding-up, or the composition or readjustment of its debts, (2) the appointment of a trustee, receiver, custodian, liquidator or the like of Neoprobe or of all or any substantial part of its assets, or (3) similar relief in respect of Neoprobe under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect

for a period of ninety (90) days; or an order for relief against Neoprobe shall be entered in a case under the Bankruptcy Code. The agreement with BioInvent shall require Reico's prior written approval, and Reico shall have the right to review and comment on the terms of the agreement with BioInvent prior to its execution. All costs associated with setting up and maintaining the escrow during the term of the Option Agreement (up to $1,500) shall be the responsibility of Reico. Reico shall have the right to inspect all Material placed into escrow by Neoprobe prior to placement in escrow and shall further be entitled to use such Material for the purposes of the Pilot Study only. The escrow agreement shall terminate upon the earlier of the expiration or termination of the Option period, or the execution of a definitive license agreement by Reico and Neoprobe pursuant to Section 4.03 herein.

ARTICLE V. TERM & TERMINATION

5.01 Term. This Agreement shall remain in effect from the Effective Date until December 31, 2000, or until the parties enter into a written license agreement pursuant to Section 4.03 covering the Technology, Patent Rights, and Trademarks, at which time it shall terminate.

5.02 Termination Does Not Affect Accrued Rights. Termination of this Agreement, pursuant to Section 4.02 or to any other provisions of this Agreement, shall not affect any rights or obligations which may have accrued to either party prior to the effective date of such termination or expiration.

ARTICLE VI. CONFIDENTIALITY

6.01 Confidential Information. Except for the proper exercise of any rights granted or reserved under other provisions of this Agreement, each party agrees that it will take such precautions as it normally takes with its own confidential or proprietary information to keep confidential and not to publish or otherwise disclose to a third party except as permitted or anticipated herein, any information of a confidential or proprietary nature furnished by the other party to it in connection with this Agreement, including, without limitation, technology, marketing strategy, specifications, product information, preclinical and clinical data, inventions, processes, know-how, plans, trade secrets, and adverse reaction reports (together called "Confidential Information") without the prior written consent of the other party, except to the extent that such Confidential Information is required to be disclosed for the purpose of complying with law or government regulations.

6.02 Period of Confidentiality. The obligation of confidentiality hereunder shall remain in effect for three (3) years from the expiration or termination of this Agreement; provided, however, that nothing in this Article VI shall prevent disclosure or use by the receiving party of any part of the Confidential Information of the other party which:

(a) was known or used by the receiving party prior to disclosure, as evidenced by its written records made prior to the time of disclosure hereunder;

(b) either before or after the time of disclosure becomes known to the public other than by an unauthorized act or omission of the receiving party;

(c) is lawfully disclosed to the receiving party by a third party having the right to disclose said Confidential Information; or

(d) is developed by the receiving party independently from the Confidential Information provided by the other party hereto, as evidenced by the receiving party's written records.

6.03 Right to Use Confidential Information. Notwithstanding the restrictions set forth in this Article VI, each party shall be entitled at all times to use all Confidential Information provided by the other party in order to perform its obligations or exercise its rights under this Agreement.

6.04 Public Announcement. No press releases or other public announcements concerning this Agreement shall be made by a party without the prior review and consent of the other party; such consent not to be unreasonably withheld.

6.05 Specific Terms Not To Be Disclosed. Neither Neoprobe nor Reico shall publicly disclose the specific terms of this Agreement other than what may be required by the Securities and Exchange Commission (SEC). Except as required by SEC filings, the transactions contemplated hereby or performance hereunder shall not be disclosed without first obtaining the written consent of the other party unless there has been a prior public disclosure of the information being disclosed by the other party or with the other party's consent. Disclosure of the specific terms of this Agreement to a third party must be under a written confidentiality agreement, the terms of which are equal in scope with this Article VI.

6.06 Notwithstanding anything to the contrary above Reico shall be entitled to make all statements and disclosure required in relation to this Agreement and the Technology for the purposes of fund raising from third parties including enabling such third parties to conduct due diligence relating to the Technology, Patent Rights and Trademarks. Disclosure of Confidential Information to a third party in connection with due diligence activities, fund raising or other investment activities must be made pursuant to a written confidentiality agreement, the terms of which are equal in scope with this Article VI.

ARTICLE VII. REPRESENTATIONS & WARRANTIES

7.01 Neoprobe Authorization. Neoprobe hereby represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and that the execution, delivery and performance of this Agreement have been fully authorized by the Board of Directors of Neoprobe and that there is no hindrance, by law, agreement or otherwise, preventing it from entering into this agreement and timely and fully fulfilling all its undertakings hereunder.

7.02 Reico Authorization. Reico hereby represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Israel, and that the execution, delivery and performance of this Agreement have been fully authorized by the Board of Directors of Reico and that there is no hindrance, by law, agreement or otherwise, preventing it from entering into this agreement and timely and fully fulfilling all its undertakings hereunder.

7.03 Neoprobe Representation. Neoprobe hereby represents that as of the Effective Date and at all times throughout the option period, to the best of its knowledge and belief, it owns or has rights to all Patent Rights necessary for implementation of this Agreement, including, without limitation, all items set forth in Schedule 1.03. Neoprobe further represents that upon exercise of the option granted herein by Reico, Neoprobe will take all steps necessary to transfer all of Neoprobe's rights to such Patent Rights to Reico. As part of the measures taken by Neoprobe to protect its intellectual property, each of Neoprobe's employees was required to sign a confidentiality undertaking towards Neoprobe relating to its intellectual property. All of Neoprobe's intellectual property rights in and to the Technology are free and clear from any encumbrances. In addition, to the best of Neoprobe's knowledge and belief, such intellectual property rights are valid and in full force and effect, and they do not interfere with, infringe upon, misappropriate, or otherwise come into conflict with any intellectual property rights of third parties. Neoprobe has not

received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that Neoprobe must license or refrain from using any rights of any third party). To the best knowledge of Neoprobe, no third party has interfered with, infringed upon, misappropriated, or otherwise comes into conflict with any Intellectual Property rights of Neoprobe.

ARTICLE VIII. MISCELLANEOUS

8.01 Force Majeure. Except as specifically set forth herein, neither Neoprobe nor Reico shall be in default under this Agreement nor liable for any failure to perform or for delay in performance resulting from any cause beyond its reasonable control or due to compliance with any regulations, orders, or act of any federal, provincial, state or municipal government, or any department or agency thereof, civil or military authority; acts of God, acts or omissions of the other party, fires, floods or weather; strikes or lockouts; factory shutdowns, embargoes, wars, hostilities or riots; delays or shortages in transportation; or inability to obtain labor, manufacturing facilities or material, provided that it shall promptly notify the other party in writing with reasonable details of the force majeure circumstances and their expected duration.

8.02 Taxes. Each of the parties shall bear all taxes imposed on it as a result of its performance or receipt of funds under this Agreement including, but not restricted to, any sales tax, any tax on or measured by any royalty or other payment required to be made by it hereunder, any registration tax, any tax imposed with respect to the granting of or transfer of licenses or other rights hereunder or the payment or receipt of royalties hereunder. The parties shall cooperate fully with each other in obtaining and filing all requisite certificates and documents with the appropriate authorities and shall take such further action as may reasonably be necessary to avoid the deduction of any withholding or similar taxes from any remittance of funds by Neoprobe to Neoprobe hereunder.

8.03 Notice. All notices, proposals, submissions, offers, approvals, agreements, elections, consents, acceptances, waivers, reports, plans, requests, instructions and other communications required or permitted to be made or given hereunder (all of the foregoing hereinafter collectively referred to as "Communications") shall be in writing, and shall be deemed to have been duly made or given when: (i) delivered personally with receipt acknowledged; (ii) sent by registered or certified mail or equivalent, return receipt requested, or (iii) sent by facsimile or telex (which shall promptly be confirmed by a writing sent by regular mail), or (iv) sent by recognized overnight courier for delivery within twenty-four (24) hours, in each case addressed or sent to the parties at the following addresses and facsimile numbers or to such other or additional address or facsimile as any party shall hereafter specify by Communication to the other parties:

To: Neoprobe Corporation
David C. Bupp, President & CEO
Neoprobe Corporation

425 Metro Place North, Suite 300
Dublin, OH 43017 USA

Fax No: 614-793-7520

To: Reico Ltd. (Acting as Trustee for NuRIGS Ltd.)
Zwi Vromen, President
Ramat Aviv Tower

40 Einstein Street, 8th Floor
Tel Aviv 69101, ISRAEL

Fax No: 972-3-643-9987

Notice of change of address shall be deemed given when actually received, all other Communications shall be deemed to have been given, received and dated on the earlier of: (i) when actually received, or on the date when delivered personally; (ii) two (2) days after being sent

by facsimile, cable, telex (each promptly confirmed by a writing as aforesaid) or (iii) three (3) days after sent by overnight courier; or (iv) five (5) business days after mailing.

8.04 Arbitration. In the event of a dispute between Neoprobe and Reico relating to a party's performance under this Agreement or a disagreement as to the meaning of any of the terms of this Agreement, the parties agree to hold good faith discussions to resolve such dispute. If the parties can not resolve such dispute within sixty (60) days after beginning good faith negotiations, the parties agree to submit the dispute to arbitration for final resolution. The arbitration shall be conducted by one (1) arbitrator in accordance with the commercial rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, shall take place in New York City, New York and such location shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrator shall be binding upon the parties hereto, and the expense of the arbitration shall be paid as the arbitrator determines. The decision of the arbitrator shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. The arbitrator shall award attorneys' fees to the prevailing party.

8.05 Governing Law. This Agreement shall be construed and governed by the laws of the State of Ohio and subject to the provisions of Section 8.04, adjudicated within the exclusive jurisdiction of the courts of the State of Ohio, Franklin County. If any provision of this Agreement including, but not limited to, the waiver of claims under any particular statute, should be deemed unenforceable, the remaining provisions shall, to the extent possible, be carried into effect, taking into account the general purpose and spirit of this Agreement.

8.06 Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the provisions of this Agreement or may be reasonably requested by the other party.

8.07 Legal Construction. In case any one or more of the provisions contained in this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid and unenforceable provision in light of the tenor of this Agreement, and, upon so agreeing, shall incorporate such substitute provision in this Agreement.

8.08 Agreement, Modification, Consents and Waivers. This Agreement supersedes all prior agreements, written or oral, between the parties whether with respect to the subject matter herein, and contains the entire agreement of the parties with respect to the subject matter hereof and, except as provided herein, no interpretation, change, termination or waiver of or extension of time for performance under any provision of this Agreement shall be binding upon any party unless in writing and signed by the party intended to be bound thereby. Receipt by any party of money or other consideration due under this Agreement, with or without knowledge of breach, shall not constitute a waiver of such breach or any provision of this Agreement. Except as otherwise provided in this Agreement, no waiver of or other failure to exercise any right under, or default or extension of time for performance under, any provision of this Agreement shall affect the right of any party to exercise any subsequent right under or otherwise enforce said provision or any other provision hereof or to exercise any right or remedy in the event of any other default, whether or not similar.

8.09 Relationship. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the parties, and each of

the parties shall in all matters connected herewith be independent contractors. Neither of the parties hereto shall hold itself out as the agent of the other, nor shall either of the parties incur any indebtedness or obligation in the name of, or which shall be binding on the other, without the prior written consent of the other. No employees, agents, or sales representatives of either party shall be deemed employees, agents or sales representatives of the other party.

8.10 Section Headings; Construction. The section headings and titles contained herein are each for reference only and shall not be deemed to affect the meaning or interpretation of this Agreement. The words "hereby", "herein", "hereinabove", "hereinafter", "hereof" and "hereunder, when used anywhere in this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural, the conjunctive shall include the disjunctive and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

8.11 Execution Counterparts. This Agreement may be executed in any number of counterparts and each duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the parties hereto.

8.12 Consents and Approval. Unless otherwise expressly provided herein and subject to the provisions of Section 6.04 above, whenever in this Agreement a consent or approval is to be given by any party hereto, such consent or approval may be given or withheld, as the case may be, in the sole and absolute discretion of such party.

ARTICLE IX. BINDING EFFECT, ASSIGNMENT

9.01 Binding Effect, Assignment. This Agreement shall inure to the benefit and be binding upon each of the parties hereto and their respective successors and assigns. Neither this Agreement, nor any of the rights and obligations under this Agreement, may be assigned, transferred or otherwise disposed of by either party without the prior consent of the other party, unless such assignment, transfer or disposition is to a successor to all the business and assets of the transferor; provided that, such successor shall in any event agree in writing with the other party to assume all obligations of the transferor under this Agreement in a manner satisfactory to the other party. Subject to the foregoing limitations, the Agreement shall be binding upon and to the benefit of the respective successors and assigns of the parties. Notwithstanding the above, Reico may at all times and at its sole discretion transfer and assign this Agreement and its rights and obligations thereunder to NuRIGS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officer hereunto duly authorized as of the date first written hereinabove.

NEOPROBE CORPORATION Reico LTD.

By: /s/ David C. Bupp /s/ Zwi Vromen
---------- ----------
David C. Bupp, President & CEO Zwi Vromen, President

DCB:bg

Exhibit 10.2.53

SCHEDULE IDENTIFYING OMITTED DOCUMENTS

The only particulars in which the attached agreement differs from the omitted agreements is the name of the employee who is a party to the agreements and the number of options granted subject to the agreements.

Name	Number of Options Granted
Brent L. Larson	60,000
Carl Bosch	45,000

NEOPROBE CORPORATION
SUITE 300
425 METRO PLACE NORTH
DUBLIN, OHIO 43017-1367

January 4, 2000

David C. Bupp
5747 Rushwood Drive
Dublin, OH 43017

Congratulations. You have been granted a Stock Option under Neoprobe's 1996 Stock Incentive Plan (the "Plan") on the following terms:

1. NUMBER OF SHARES. The number of Shares of Common Stock of Neoprobe Corporation that you may purchase under this Option is: 180,000.

2. EXERCISE PRICE. The exercise price to purchase Shares under this Option is: $0.50 per Share.

3. VESTING. One third (1/3) of the Shares originally subject to this Option will vest and become exercisable on each anniversary of the date of grant (January 4, 2000) if you have been an Employee of the Company continuously from the date of this Agreement shown above through the date when such portion of the Option vests.

4. LAPSE. This Option will lapse and cease to be exercisable upon the earliest of:

(i) the expiration of 10 years from the date of this Agreement shown above,

(ii) 9 months after you cease to be an Employee because of your death or disability,

(iii) 90 days after your employment with Neoprobe or any Subsidiary is terminated by Neoprobe or such Subsidiary without cause or by your resignation or retirement.

(iv) immediately upon termination of your employment with Neoprobe or any Subsidiary by Neoprobe for cause.

5. TAXATION. This Option is a Nonqualified Option. You will have taxable income upon the exercise of this Option. At that time, you must pay to Neoprobe an amount equal to the required federal, state and local tax withholding less any withholding otherwise made from your salary or bonus. You must satisfy any relevant withholding requirements before Neoprobe issues Shares to you.

6. EXERCISE. This Option may be exercised by the delivery of this Agreement with the notice of exercise attached hereto properly completed and signed by you to the Treasurer of the Company, together with the aggregate Exercise Price for the number of Shares as to which the Option is being exercised, after the Option has become exercisable

and before it has ceased to be exercisable. The Exercise Price must be paid in cash by (a) delivery of a certified or cashier's check payable to the order of Neoprobe in such amount, (b) wire transfer of immediately available funds to a bank account designated by Neoprobe, or (c) reduction of a debt of Neoprobe to you. This Option may be exercised as to less than all of the Shares purchasable hereunder, but not for a fractional share, nor may it be exercised as to less than one hundred (100) Shares unless it is exercised as to all of the Shares then available hereunder. If this Option is exercised as to less than all of the Shares purchasable hereunder, a new duly executed Option Agreement reflecting the decreased number of Shares exercisable under such Option, but otherwise of the same tenor, will be returned to you.

7. NO TRANSFER. This Option may not be sold, pledged nor otherwise transferred other than by will or the laws of descent and distribution; and it may only be exercised during your lifetime by you. This Agreement is neither a negotiable instrument nor a security (as such term is defined in Article 8 of the Uniform Commercial Code).

8. NOT AN EMPLOYMENT AGREEMENT. This Agreement is not an employment agreement and nothing contained herein gives you any right to continue to be employed by or provide services to Neoprobe or affects the right of Neoprobe to terminate your employment or other relationship with you.

9. PLAN CONTROLS. This Agreement is an Option Agreement (as such term is defined in the Plan) under Article 5 of the Plan. The terms of this Agreement are subject to, and controlled by, the terms of the Plan, as it is now in effect or may be amended from time to time hereafter, which are incorporated herein as if they were set forth in full. Any words or phrases defined in the Plan have the same meanings in this Agreement. Neoprobe will provide you with a copy of the Plan promptly upon your written or oral request made to its Vice President, Finance and CFO.

10. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and it supersedes and discharges all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter. This Agreement may not be amended or terminated except by a writing signed by the party against whom any such amendment or termination is sought. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. This Agreement shall be governed by the laws of the State of Delaware.

Please acknowledge your acceptance of this Agreement by signing the enclosed copy in the space provided below and returning it promptly to Neoprobe.

NEOPROBE CORPORATION

By: /s/ Brent L. Larson

Brent L. Larson
Vice President, Finance &
Chief Financial Officer

Accepted and Agreed to as of
the date first set forth above:

/s/ David C. Bupp
- ----------
Employee Signature

OPTION EXERCISE FORM

The undersigned hereby exercises the right to purchase _____ shares of Common Stock of Neoprobe Corporation pursuant to the Option Agreement dated January 4, 2000 under the Neoprobe Corporation 1996 Stock Incentive Plan.

Date: _____ _____
Employee Signature

_____
Officer Approval

Sign and complete this Option Exercise Form and deliver it to:

Neoprobe Corporation
Attn: Treasurer
425 Metro Place North
Suite 300
Dublin, Ohio 43017-1367

together with the option price in cash by (a) delivery of a certified or cashier's check payable to the order of Neoprobe in such amount, (b) wire transfer of immediately available funds to a bank account designated by Neoprobe or (c) reduction of a debt of Neoprobe to you.

Exhibit 10.2.54

SCHEDULE IDENTIFYING OMITTED DOCUMENTS

The only particulars in which the attached agreement differs from the omitted agreements is the name of the employee who is a party to the agreements and the number of restricted shares subject to the agreements.

Name	Number of Restricted Shares
Brent L. Larson	40,000
Carl Bosch	30,000

EXHIBIT 10.2.54

NEOPROBE CORPORATION
SUITE 400
425 METRO PLACE NORTH
DUBLIN, OHIO 43017-1367

March 22, 2000

David C. Bupp
5747 Rushwood Drive
Dublin, Ohio 43017

Congratulations. You have been granted a right to purchase Restricted Stock under Neoprobe's 1996 Stock Incentive Plan (the "Plan") on the following terms:

1. PURCHASE AND SALE. On the terms and subject to the conditions set forth in this Agreement, you hereby subscribe for and agree to purchase 100,000 shares of Common Stock (the "Restricted Stock") for and in consideration of a payment by you to Neoprobe of $0.001 per share.

2. TRANSFER RESTRICTIONS. The fair market value of Common Stock is demonstrated by the closing price on the OTC Bulletin Board of such securities on the business day before the date first set forth above which was $1.25 per share. In consideration of the difference between the purchase price of the Restricted Stock set forth in paragraph 1 above and its fair market value without the restrictions and risk of forfeiture set forth herein, you agree that, unless and until any of the Restricted Stock vests and becomes transferable as provided in paragraph 4 below, you will neither transfer, sell, assign nor pledge any of the Restricted Stock. Any certificate representing any Restricted Stock issued hereunder will bear the following legend in larger or other contrasting type or color: "The transfer of these securities is restricted by, and such securities are subject to a risk of forfeiture, under a Restricted Stock Purchase Agreement between the registered owner hereof and the Issuer dated March 22, 2000."

3. FORFEITURE. You will forfeit any portion of the Restricted Stock purchased under this Agreement that has not vested and become transferable on the earliest of: (a) the expiration of 10 years from the date of this Agreement, or (b) (except as otherwise provided in the last sentence of this paragraph 3) immediately upon the termination of your employment by Neoprobe, whether for cause or without cause, or because of your death or disability, or by your resignation. If such a forfeiture occurs, all of your right, title and interest in and to any shares of Restricted Stock which have not previously vested and became transferable will be terminated, the certificates representing the forfeited shares will be canceled or transferred free and clear of all restrictions to Neoprobe's treasury and we will pay you $0.001 per share for each share of Restricted Stock so forfeited. Notwithstanding clause (b) of this paragraph 3 no forfeiture will occur upon the termination of your employment by Neoprobe without cause, or because of

your death or disability, if at the time of such termination Neoprobe is engaged in active negotiations that could reasonably be expected to result in a change in control.

4. VESTING PROVISIONS. Any Restricted Stock that has not previously been forfeited under Section 3 above will vest and become transferable if and when a Change in Control (as defined below in Section 5) of Neoprobe occurs or upon the termination of your employment by Neoprobe without cause, or because of your death or disability, if at the time of such termination Neoprobe is engaged in active negotiations that could reasonably be expected to result in a Change in Control; provided the Committee certifies such occurrence in its minutes or another writing promptly thereafter. Notwithstanding any provision of this Agreement or any provision of the Plan, including, but not limited to, the last sentence of Section 7.1 thereof and Section 8.3 thereof, the provisions of which are hereby waived by you, the Committee may, if it determines in its sole discretion that your actions in connection with any Change in Control which results in the vesting of any shares of Restricted Stock

hereunder were not in accordance with your duties to Neoprobe and its stockholders as a director, officer or employee of Neoprobe or your actions did not fully support the determinations of the Board of Directors of Neoprobe in connection therewith, reduce the number of share of Restricted Stock which vest under this Agreement or eliminate such vesting entirely. When any portion of the Restricted Stock vests and becomes transferable, Neoprobe will, subject to the provision of Section 6 below, promptly deliver a certificate (free of all adverse claims and transfer) representing the number of shares constituting the vested and transferable portion of the Restricted Stock to you at your address given above and such shares will no longer be deemed to be Restricted Stock subject to the terms and conditions of this Agreement.

5. CHANGE IN CONTROL. For the purpose of this Agreement, a Change in Control of Neoprobe has occurred when: (a) any person (defined for the purposes of this Section 3 to mean any person within the meaning of Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than Neoprobe or an employee benefit plan created by its Board of Directors for the benefit of its employees, either directly or indirectly, acquires beneficial ownership (determined under Rule 13d-3 of the Regulations promulgated by the Securities and Exchange Commission under Section 13(d) of the Exchange Act) of securities issued by Neoprobe having thirty percent (30%) or more of the voting power of all the voting securities issued by Neoprobe in the election of Directors at the next meeting of the holders of voting securities to be held for such purpose: (b) a majority of the Directors elected at any meeting of the holders of voting securities of Neoprobe are persons who were not nominated for such election by the Board of Directors or a duly constituted committee of the Board of Directors having authority in such matters; (c) the stockholders of Neoprobe approve a merger or consolidation of Neoprobe with another person, other than a merger or consolidation in which the holders of Neoprobe's voting securities issued and outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or resulting corporation (in the same relative proportions to each other as existed before such event) comprising eighty percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of Neoprobe approve a transfer of substantially all of the assets of Neoprobe to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by Neoprobe or by the holders of Neoprobe's voting securities issued and outstanding immediately before such transfer in the same relative proportions to each other as existed before such event.

6. RIGHTS; STOCK DIVIDENDS. Except for the restrictions on transfer set forth in Section 2 and the possibility of forfeiture set forth in Section 3, upon the issuance of a certificate representing shares of Restricted Stock, you will have all other rights in such shares, including the right to vote such shares and receive dividends other

than dividends on or distributions of shares of any class of stock issued by Neoprobe which dividends or distributions will be delivered to Neoprobe under the same restrictions on transfer and possibility of forfeitures as the shares of Restricted Stock from which they derive.

7. TAXATION. Both you and we intend that the transactions provided for in this Agreement will be governed by the provisions of Section 83(a) of the Internal Revenue Code of 1986. You will have taxable income upon the vesting of Restricted Stock. At that time, you must pay to Neoprobe an amount equal to the required federal, state, and local tax withholding less any withholding otherwise made from your salary or bonus. You must satisfy any relevant withholding requirements before Neoprobe issues certificates representing vested shares of Restricted Stock to you.

8. EMPLOYMENT AGREEMENT. This Agreement is not an employment agreement and nothing contained herein gives you any right to continue to be employed by or provide services to Neoprobe or affects the right of Neoprobe to terminate your employment or other relationship to you.

9. PLAN CONTROLS. This Agreement is a Restricted Stock Purchase Agreement (as such term is defined in the Plan) under Article 7 of the Plan. The terms of this Agreement are subject to, and controlled by, the terms of the Plan, as it is now in effect or may be amended from time-to-time hereafter, which are incorporated herein as if they were set forth in full. Except as otherwise expressly set forth

herein, any words or phrases defined in the Plan have the same meanings in this Agreement. Neoprobe will provide you with a copy of the Plan promptly upon your written or oral request made to its principal financial officer.

10. ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement will be settled exclusively by arbitration in Columbus, Ohio, in accordance with the nonunion employment arbitration rules of the American Arbitration Association ("AAA") then in effect. If specific nonunion employment dispute rules are not in effect, then AAA commercial arbitration rules will govern the dispute. If the amount claimed exceeds $100,000, the arbitration will be before a panel of three arbitrators. Judgment may be entered on the arbitrator's award in any court having jurisdiction. Neoprobe will indemnify you against, and hold you harmless from, any attorney's fees, court costs and other expenses incurred by you in connection with the preparation, commencement, prosecution, defense or enforcement of any arbitration, award, confirmation or judgment in order to assert or defend any right or obtain any payment hereunder after the occurrence of a Change in Control of Neoprobe or under this sentence; without regard to the success of you or your attorney in any such arbitration or proceeding.

11. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and it supersedes and discharges all prior agreements (written and oral) and negotiations and all contemporaneous oral agreements concerning such subject matter. This Agreement may not be amended or terminated except by a writing signed by the party against whom any such amendment or termination is sought. If any one or more provisions of this Agreement are found to be illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. This Agreement will be governed by the laws of the State of Delaware.

Please acknowledge your acceptance of this Agreement by signing the enclosed copy in the space provided below and returning it promptly to Neoprobe.

NEOPROBE CORPORATION

By: /s/ Brent L. Larson

Brent L. Larson
Vice President, Finance - CFO

ACCEPTED AND AGREED TO AS OF
THE DATE FIRST SET FORTH ABOVE:

/s/ David C. Bupp
- ---
David. C. Bupp

Exhibit 10.2.55

AGREEMENT, RELEASE AND WAIVER

THIS AGREEMENT, RELEASE AND WAIVER (the "Agreement") is a contract between the undersigned employee ("you") who is being involuntarily and without cause, separated from employment on March 31, 2000 (the "Effective Date of Termination") and your employer, Neoprobe Corporation ("Neoprobe").

WHEREAS, Neoprobe is eliminating substantially all in-house sales and marketing activities and as a result your job is affected;

WHEREAS, the Parties desire to fully and completely settle and dispose of any and all claims of whatever kind or nature which you ever had, may now have or may hereafter have against Neoprobe, whether known or unknown;

NOW THEREFORE, the Parties hereto agree as follows:

1. BENEFITS: In consideration for signing this Agreement, you will receive the following benefits (the "Severance Benefits").

   A. SEVERANCE PAY: Neoprobe agrees to pay you a lump sum payment of $200,417 which is equal to thirteen (13) months based on your current annual salary. Unless otherwise instructed by you, this amount shall be paid on April 15, 2000.

   B. NEOPROBE PROPERTY: You shall be entitled to retain the following Neoprobe property: desk lamp and the "Personal Computer" provided to you by Neoprobe, provided that you certify in writing to Neoprobe that you have deleted all confidential and proprietary Neoprobe information according to instructions provided to you by Neoprobe. Once Neoprobe receives the certification, the computer shall not be considered "Neoprobe property" within the meaning of Paragraph 10(ii) below. As used herein the term "Personal Computer" means the CPU, Monitor, Key Board, Printer and Mouse. Employee and Neoprobe shall mutually agree to the timing of the removal of the above-described items from the premises of Neoprobe.

2. COBRA. You acknowledge receipt of notice of your right to elect continued health care coverage in accordance with the provisions of the federal Consolidated Omnibus Budget & Reconciliation Act, as amended ("COBRA"). In the event that you exercise your COBRA right to continue coverage under Neoprobe's group health insurance policy, Neoprobe agrees to continue to pay a portion of the premiums for such coverage in the amount of $564.03 per month through December 31, 2000. Your portion of the premiums will be $75.00 per month during this period. Thereafter, if you wish to continue such coverage for the remainder of the 9 month COBRA period, you must do so completely at your own expense.

3. CHANGE OF CONTROL SEVERANCE. You will be entitled to receive additional severance benefits as follows:

   In the event of a "Change of Control" (as that term is defined in the Severance Agreement dated October 23, 1998, a copy of which is attached as Exhibit A) of Neoprobe occurs within eight (8) months of the Effective Date of Termination, you shall be entitled to receive an additional severance payment of $92,500, equal to six (6) months of your annual base salary as of the Effective Date of Termination.

   Unless otherwise agreed to by the Parties, the severance payment described in this Paragraph 4 shall be paid in a lump sum within fifteen (15) days of the Change of Control event. Unless otherwise agreed to by the Parties, the severance payment described in this Paragraph 3 shall be paid in a lump sum within fifteen (15) days of the Change of Control event. Any Change of Control transaction begun during the period described in Paragraph 3 and which is completed within four (4) months thereafter shall be considered to be within the applicable period stated in this Paragraph 3. As an example, if a Change of Control transaction described in Paragraph 3 began on October 31, 2000 but did not close until February 1, 2001, you would be entitled to

receive the severance payment specified in Paragraph 3.

4. CHANGE OF CONTROL LIFE AND HEALTH BENEFITS. In the event of a Change of Control of Neoprobe as described in Paragraph 3 above, you shall be eligible to continue to participate in the life and health insurance programs of Neoprobe or participate in the life and health insurance programs of the controlling Person for the remainder of COBRA period available to you if any; provided that Neoprobe makes no representations that it will have a group health plan or that the controlling Person will agree to include you under its group health plan; further provide that Neoprobe will use its best efforts to require the controlling Person to honor the provisions of this Paragraph 4.

5. 401(k) PLAN. You shall receive all monies to which Employee is entitled under Neoprobe's 401(k) Plan in accordance with the terms thereof.

6. UNEMPLOYMENT BENEFITS. Neoprobe agrees not to contest any claim for unemployment benefits, which Employee might file as a result of Employee's separation from Neoprobe on March 31, 2000. However, Neoprobe expressly waives any commitment that it is warranting or guaranteeing Employee's receipt of such unemployment benefits inasmuch as that determination is solely within the province of the Ohio Bureau of Employment Services.

7. STOCK OPTIONS. Neoprobe agrees that you shall be eligible to exercise any stock options to which Employee may be entitled under the Neoprobe Stock Purchase Plan in accordance with the terms thereof.

8. INSURANCE. Employee's coverage under Neoprobe's disability insurance plan shall terminate as of March 31, 2000, and you may have the right to convert such coverage to your own individual plan if provided for under, and in accordance with, the terms of, such plan. Your coverage under Neoprobe's life insurance plan shall terminate as of December 31, 2000 and you may have the right to convert such coverage to your own individual plan if provided for under, and in accordance with, the terms of, such plan.

9. RELEASE. In consideration for the Severance Benefits specified in Paragraph 1 above as well as the other benefits set forth herein, you hereby release and discharge Neoprobe Corporation, its subsidiaries, affiliates, successors and assigns and their respective directors, officers, employees and agents (hereinafter collectively referred to as "Releases"), both individually and in their official capacity, from all claims, actions and causes of action of any kind, which you, or your agents, executors, heirs, or assigns ever had, now have, or may have, whether known or unknown, as a result of your employment by or termination of employment from Neoprobe. With the exception of any action that the law prevents an employee from waiving by agreement, your covenants and releases set forth in this Agreement include a waiver of any and all rights or remedies which you ever had, may now have or may hereafter have against Neoprobe in tort or in contract, or under any present or future federal, state or local statute or law, including, but not limited to: any action or cause of action asserted or which could have been asserted under Ohio's Laws Against Discrimination, O.R.C. Chapter 4112; O.R.C. Section 4101.17; Title VII of the 1964 Civil Rights Act, 42 U.S.C. Section 2000e, et seq.; the 1866 Civil Rights Act, 42 U.S.C. Section 1981; the Civil Rights Act of 1991, PL. 102-166; the 1967 Age Discrimination in Employment Act, 29 U.S.C. Section 621, et seq., as amended by the Older Workers Benefit Protection Act; the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. Section 201, et seq.; the Equal Pay Act, 29 U.S.C. Section 206(d); the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601, et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 553, et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001, et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1986, 29 U.S.C. Section 1161, et seq.; Ohio's Workers' Compensation Law; any claims for wrongful discharge, unjust dismissal, or constructive discharge; any claims for breach of any alleged oral, written or implied contract of employment; any claims

for emotional distress or other torts; any claims for salary, severance payments, bonuses or other compensation of any kind; any claims for benefits; claims for libel, slander defamation and attorneys' fees; and any other claims under federal, state, or local statute, law, rule or regulation. BY SIGNING THIS AGREEMENT, YOU GIVE UP ANY RIGHT YOU MAY HAVE TO BRING A LAWSUIT OR RECEIVE A RECOVERY ON ANY CLAIM AGAINST NEOPROBE AND THOSE ASSOCIATED WITH NEOPROBE BASED ON ANY ACTIONS, FAILURES TO ACT, STATEMENTS, OR EVENTS OCCURRING PRIOR TO THE DATE OF THIS

AGREEMENT, INCLUDING CLAIMS THAT IN ANY WAY ARISE FROM OR RELATE TO YOUR EMPLOYMENT WITH NEOPROBE OR THE TERMINATION OF THAT EMPLOYMENT, WITH THE EXCEPTION OF ANY CLAIM THAT NEOPROBE BREACHED ITS COMMITMENTS UNDER THIS AGREEMENT.

10. RETURN OF NEOPROBE PROPERTY. Whether or not you sign this Agreement, you, as a terminating employee, are reminded that you must return to Neoprobe, (i) all Neoprobe documents, and other tangible items, and any copies, that are in your possession or control and which contain confidential information in written, magnetic or other form and shall have not given such documents, items, or copies to anyone other than another Neoprobe employee; and (ii) subject to the provisions of Paragraph 1(B) herein, all other Neoprobe property within Employee's possession including, but not limited to, office keys, identification badges or passes, Neoprobe credit cards, and computer equipment and software.

11. NEOPROBE PROPRIETARY INFORMATION AGREEMENT. Whether or not you sign this Agreement, you, as a terminating employee, are reminded that the Proprietary Information Agreement (the "Proprietary Agreement") entered into between Neoprobe and yourself remains in full force and effect after termination of your employment. Under the Proprietary Agreement, you have a continuing obligation to maintain the confidentiality of all confidential, proprietary and trade secret information which you obtained during your employment with Neoprobe.

12. DUTY OF CONFIDENTIALITY. You recognize that Neoprobe possesses certain business and financial information about its operations, information about new or envisioned products or services, manufacturing methods, product research, product specifications, records, plans, prices, costs, customer lists, concepts and ideas, and is the owner of proprietary rights in certain systems, methods, processes, procedures, technical and non-technical information, inventions, machinery, research and other things which constitute valuable trade secrets of Neoprobe. You acknowledge that you have been employed in positions in which you have had access to such information and that Neoprobe has a legitimate interest in protecting such confidential and proprietary information in order to maintain and enhance a competitive edge within its industry. Accordingly, you agree that you will not use or remove, duplicate or disclose, directly or indirectly, to any persons or entities outside Neoprobe any information, property, trade secrets or other things of value which have not been publicly disclosed. In the event that you are requested or required in a judicial, administrative or governmental proceeding to disclose any information that is the subject matter of this Paragraph 11, you will provide Neoprobe with prompt written notice of such request and all related proceedings so that Neoprobe may seek an appropriate protective order or remedy or, as soon as practicable, waive your compliance with the provisions of this Paragraph 11. You acknowledge that you have carefully considered the nature and extent of the restrictions upon him and the rights and remedies conferred to Neoprobe under this Paragraph 10 and hereby agree that the same are reasonably designed to eliminate competition which otherwise would be unfair to Neoprobe, do not stifle the inherent skill and experience of you, would not operate as a bar to your sole means of support, are fully required to protect the legitimate interests of Neoprobe and do not confer a benefit upon Neoprobe disproportionate to the detriment of you.

13. BREACH. If you agree that if you violate any part of this Agreement or your Proprietary Agreement, you will not be entitled to the Severance Benefits described herein. You further agree that any breach or threatened breach by you of this Agreement cannot be remedied solely by the recovery of damages and Neoprobe shall therefore be entitled to an injunction against such breach or threatened breach without posting any bond or other security. Nothing herein, however, shall be construed as prohibiting Neoprobe from pursuing all its available rights, in law or equity for such breach or threatened breach, including the recovery of damages. In the event that you breach any of the promises made in this Agreement, and Neoprobe defends or pursues any charge, suit, complaint, claim or grievance as a result thereof, you shall be liable to Neoprobe for all damages, attorneys' fees, expenses and costs (including discovery costs) incurred by Neoprobe in defending or pursuing the same.

14. CONFIDENTIALITY OF THIS AGREEMENT: You agree that you will not reveal the existence of this Agreement, nor any terms thereof, to any person, entity, or organization, except to his immediate family, to his attorney, or as may be required by law. Neoprobe agrees that it will not reveal the existence of this Agreement, nor any terms thereof, to any person, entity, or organization, except to employees of Neoprobe who have a need to know or as may be required by law.

15. PERIOD OF REVIEW AND OTHER CONSIDERATIONS:

A. DATE OF RECEIPT. You acknowledge that you received this Agreement on or prior to February 28, 2000.

B. ATTORNEY CONSULTATION. You acknowledge that you have had the opportunity to consult an attorney of your choice concerning this Agreement, Release and Waiver.

C. Period of Review. You acknowledge that you have been given at least 21 days in which to review and consider signing this Agreement. In the event you execute this Agreement within less than 21 days of the date of its delivery to you, you acknowledge that such decision was entirely voluntary and that he has had the opportunity to consider this Agreement for the entire 21-day period but decided to waive that opportunity.

D. ENTIRE AGREEMENT. This Agreement, Release and Waiver, sets forth the entire agreement between Neoprobe and yourself and supersedes and renders null and void any and all prior or contemporaneous oral or written understandings, statements, representations or promises, including the Severance Agreement dated October 23, 1998 attached as Exhibit A. This Agreement does not, however, supersede the Proprietary Information Agreement, which remains in full force and effect.

E. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Ohio and adjudicated within the exclusive jurisdiction of the courts having jurisdiction over, Franklin County, Ohio.

F. REVOCATION OF AGREEMENT, RELEASE AND WAIVER. You understand that you have the right to revoke this Agreement within seven (7) days of your signing it, and that this Agreement shall not become effective or enforceable until this seven (7) day period has expired. To revoke this Agreement, Release and Waiver, you agree to notify in writing, the Human Resources Dept., Neoprobe Corporation, 425 Metro Place North, Suite 300, Dublin, OH 43017. Unless so revoked, this Agreement will be effective at 5:00 p.m. on suc seventh day. You agree that if you exercise your right to revoke this Agreement within seven (7) days, your termination of employment will nevertheless occur, you will not be entitled to the Severance Benefits, and you will immediately return to Neoprobe any consideration you

have already received.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT, RELEASE AND WAIVER, AND YOU ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY. YOU ACKNOWLEDGE THAT THE CONSIDERATION YOU ARE RECEIVING IN EXCHANGE FOR EXECUTING THIS AGREEMENT IS GREATER THAN THAT WHICH YOU WOULD BE ENTITLED TO IN THE ABSENCE OF THIS AGREEMENT. YOU HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT.

WHEREFORE, the parties have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

NEOPROBE CORPORATION	EMPLOYEE
By: /s/ David C. Bupp	By: /s/ Matthew F. Bowman
David C. Bupp President & CEO	Matthew F. Bowman
Dated: March 2, 2000	Dated: 3/2/00

Exhibit 10.2.56

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective as of April 1, 2000 ("Effective Date), by and between NEOPROBE CORPORATION, a Delaware Corporation with a place of business at 425 Metro Place North, Suite 300, Dublin, Ohio 43017-1367 (the "Company") and CARL BOSCH of Worthington, Ohio (the "Employee").

WHEREAS, the Company and the Employee entered into an Employment Agreement dated as of October 1, 1999 (the "1999 Employment Agreement"); and

WHEREAS, the Company and the Employee wish to establish new terms, covenants, and conditions for the Employee's continued employment with the Company through this agreement ("Employment Agreement").

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. DUTIES. From and after the Effective Date, and based upon the terms and conditions set forth herein, the Company agrees to employ the Employee and the Employee agrees to be employed by the Company, as Vice-President, Instrument Development in such equivalent, additional or higher level position or positions as shall be assigned to him by the Chief Executive Officer of the Company. While serving in such position, the Employee shall report to, be responsible to, and shall take direction from the Chief Executive Officer of the Company. During the Term of this Employment Agreement (as defined in Section 2 below), the Employee agrees to devote substantially all of his time to the position he holds with the Company and to faithfully, industriously, and to the best of his ability, experience and talent, perform the duties which are assigned to him. The Employee shall observe and abide by the reasonable corporate policies and decisions of the Company in all business matters.

2. TERM OF THIS EMPLOYMENT AGREEMENT. Subject to Sections 4 and 5 hereof, the Term of this Employment Agreement shall be for an initial period of eighteen (18) months commencing April 1, 2000 and terminating September 30, 2001.

3. COMPENSATION. During the Term of this Employment Agreement, the Company shall pay, and the Employee agrees to accept as full consideration for the services to be rendered by the Employee hereunder, compensation consisting of the following:

   A. SALARY. Beginning on the first day of the Term of this Employment Agreement, the Company shall pay the Employee a salary of One Hundred Twenty-Seven Thousand Five Hundred Dollars ($127,500) per year, payable in semi-monthly or monthly installments.

   B. BONUS. The Chief Executive Officer of the Company will, on an annual basis, review the performance of the Employee and the Company will pay such bonus as it deems appropriate, in its discretion, to the Employee based upon such review. Such review and bonus shall be consistent with any bonus plan adopted by the Compensation Committee which covers the officers of the Company generally.

   C. BENEFITS. During the Term of this Employment Agreement, the Employee will receive such employee benefits as are generally available to all employees of the Company.

   D. STOCK OPTIONS. The Compensation Committee of the Board of Directors may, from time-to-time, grant stock options, restricted stock purchase opportunities and such other forms of stock-based incentive compensation as it deems appropriate, in its discretion, to the Employee under the Company's Stock Option and Restricted Stock Purchase Plan and the 1996 Stock Incentive Plan (the "Stock Plans"). The terms of the relevant

award agreements shall govern the rights of the Employee and the Company thereunder in the event of any conflict between such agreement and this Employment Agreement.

E. VACATION. The Employee shall be entitled to twenty (20) days of vacation during each calendar year during the Term of this Employment Agreement.

F. EXPENSES. The Company shall reimburse the Employee for all reasonable out-of-pocket expenses incurred by him in the performance of his duties hereunder, including expenses for travel, entertainment and similar items, promptly after the presentation by the Employee, from time-to- time, of an itemized account of such expenses.

4. TERMINATION.

A. FOR CAUSE. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement for cause. In the event of termination by the Company "for cause," all salary, benefits and other payments shall cease at the time of termination, and the Company shall have no further obligations to the Employee.

B. RESIGNATION. If the Employee resigns for any reason, all salary, benefits and other payments (except as otherwise provided in paragraph G of this Section 4 below) shall cease at the time such resignation become effective. At the time of any such resignation, the Company shall pay the Employee the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

C. DISABILITY, DEATH. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement if the Employee has been unable to perform his duties hereunder for a continuous period of six (6) months due to a physical or mental condition that, in the opinion of a licensed physician, will be of indefinite duration or is without a reasonable probability of recovery. The Employee agrees to submit to an examination by a licensed physician in order to obtain such opinion at the request of the Company. Such examination shall be paid for by the Company and shall be performed by a licensed physician designated by the Company. However, this provision does not abrogate either the Company's or the Employee's rights and obligations pursuant to the Family and Medical Leave Act of 1993, and a termination of employment under this paragraph C shall not be deemed to be a termination for cause.

If during the Term of this Employment Agreement, the Employee dies or his employment is terminated because of his disability, all salary, benefits and other payments shall cease at the time of death or disability. At the time of any such termination, the Company shall pay the Employee, the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

D. TERMINATION WITHOUT CAUSE. A termination without cause is a termination of the employment of the Employee by the Company that is not "for cause" and not occasioned by the resignation, death or disability of the Employee. If the Company terminates the employment of the Employee without cause, (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 above, after the Term of this Employment Agreement has ended) the Company shall, at the time of such termination,

pay tot the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination and shall provide him with all of this benefits under paragraph C of Section 3 above for the full unexpired Term of this Employment Agreement. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.
If the Company terminates the employment of the Employee because it has ceased to do business or substantially completed the liquidation of its assets or because it has relocated to another city and the Employee has decided not to relocate also, such termination of employment shall be deemed to be without cause.

E. END OF THE TERM OF THIS EMPLOYMENT AGREEMENT. If Employee is employed by the Company on September 30, 2000, the Company shall pay him a retention bonus of Twenty Four Thousand Dollars ($24,000) on the next business day. Except as otherwise provided in paragraphs F and G of this Section 4 below, the Company may terminate the employment of the Employee at the end of the Term of this Employment Agreement without any liability on the part of the Company to the Employee but, if the Employee continues to be an employee of the Company after the Term of this Employment Agreement ends, his employment shall be governed by the terms and conditions of this Agreement, but he shall be an employee at will and his employment may be terminated at any time by either the Company or the Employee without notice and for any reason not prohibited by law or no reason at all. If the Company terminates the employment of the Employee at the end of the Term of this Employment Agreement, the Company shall, at the time of such termination, pay to the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

F. SEVERANCE. If the employment of the Employee is terminated by the Company, at the end of the Term of this Employment Agreement or, without cause (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 above, after the Term of this Employment Agreement has ended), the Employee shall be paid, as a severance payment at the time of such termination, the amount of One Hundred Twenty-Seven Thousand Five Hundred Dollars ($127,500). If any such termination occurs at or after the substantial completion of the liquidation of the assets of the Company, the severance payment shall be increased by adding Thirty-One Thousand Eight Hundred Seventy-Five Dollars ($31,875) to such amount. The amount of the retention bonus paid to the employee under paragraph E of this Section 4 shall be subtracted from any severance payment made to the Employee on account of any termination of employment that occurs on or within ninety days after the end of the Term of this Employment Agreement.

G. CHANGE OF CONTROL SEVERANCE. In addition to the rights of the Employee under the Company's employee benefit plans (paragraphs C of Section 3 above) but in lieu of any severance payment under paragraph F of this Section 4 above, if there is a Change in Control of the Company (as defined below) and the employment of the Employee is concurrently or subsequently terminated (a) by the Company without cause, (b) by the expiration of the Term of this Employment Agreement, or (c) by the resignation of the Employee because he has reasonably determined in good faith that his titles, authorities, responsibilities, salary, bonus opportunities or benefits have

been materially diminished, that a material adverse change in his working conditions has occurred, that his services are no longer required in light of the Company's business plan, or the Company has breached this Employment Agreement, the Company shall pay the Employee, as a severance payment, at the time of such termination, the amount of One Hundred Ninety-One Thousand Two Hundred Fifty Dollars ($191,250) together with the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of termination and shall provide him with all of this benefits under paragraph C of Section 3 above for the longer of six (6) months or the full unexpired Term of this Employment Agreement. If any such termination occurs at or after the substantial completion of the liquidation of the assets of the Company, the severance payment shall be increased by adding Thirty-One Thousand Eight Hundred Seventy-Five Dollars ($31,875) to such amount. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

For the purpose of this Employment Agreement, a Change in Control of the Company has occurred when: (a) any person (defined for the purposes of this paragraph G to mean any person within the meaning of Section 13 (d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than Neoprobe or an employee benefit plan created by its Board of Directors for the benefit of its employees, either directly or indirectly, acquires beneficial ownership (determined under Rule 13d-3 of the Regulations promulgated by the Securities and Exchange Commission under Section 13(d) of the Exchange Act) of securities issued by Neoprobe having fifteen percent (15%) or more of the voting power of all the voting securities issued by Neoprobe in the election of Directors at the next meeting of the holders of voting securities to be held for such purpose; (b) a majority of the Directors elected at any meeting of the holders of voting securities of Neoprobe are persons who were not nominated for such election by the Board of Directors or a duly constituted committee of the Board of Directors having authority in such matters; (c) the stockholders of Neoprobe approve a merger or consolidation of Neoprobe with another person other than a merger or consolidation in which the holders of Neoprobe's voting securities issued and outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or resulting corporation (in the same relative proportions to each other as existed before such event) comprising eight percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of Neoprobe approve a transfer of substantially all of the assets of Neoprobe to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by Neoprobe or by the holders of Neoprobe's voting securities issued and outstanding immediately before such transfer in the same relative proportions to each other as existed before such event. The parties hereto agree that for the purpose of determining the time when a Change of Control has occurred that if any transaction results from a definite proposal that was made before the end of the Term of this Employment Agreement but which continued until after the end of the Term of this Employment Agreement and such transaction is consummated after the end of the Term of this Employment Agreement, such transaction shall be deemed to have occurred when the definite proposal was made for the purposes of the first sentence of this paragraph G of this Section 4.

H. BENEFIT AND STOCK PLANS. In the event that a benefit plan or Stock Plan which covers the Employee has specific provisions concerning termination of employment, or the death or disability of an employee (e.g., life insurance or disability insurance), then such benefit plan or Stock Plan shall control the disposition of the benefits or stock options.

5. PROPRIETARY INFORMATION AGREEMENT. Employee has executed a Proprietary Information Agreement as a condition of employment with the Company. The Proprietary Information Agreement shall not be limited by this Employment Agreement in any manner, and the Employee shall act in accordance with the provisions of the Proprietary Information Agreement at all times during the Term of this Employment Agreement.

6. NON-COMPETITION. Employee agrees that for so long as he is employed by the Company under this Employment Agreement and for one (1) year thereafter, the Employee will not:

A. enter into the employ of or render any services to any person, firm, or corporation, which is engaged, in any part, in a Competitive Business (as defined below);

B. engage in any Competitive Business for his own account;

C. become associated with or interested in through retention or by employment any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor, or in any other relationship or capacity; or

D. solicit, interfere with, or endeavor to entice away from the Company, any of its customers, strategic partners, or sources of supply.

Nothing in this Employment Agreement shall preclude Employee from taking employment in the banking or related financial services industries nor from investing his personal assets in the securities or any Competitive Business if such securities are traded on a national stock exchange or in the over-the-counter market and if such investment does not result in his beneficially owning, at any time, more than one percent (1%) of the publicly-traded equity securities of such Competitive Business. "Competitive Business" for purposes of this Employment Agreement shall mean any business or enterprise which:

a. is engaged in the development and/or commercialization of products and/or systems for use in (1) intraoperative detection of cancer and/or (2) Activated Cellular Therapy for cancer, or

b. reasonably understood to be competitive in the relevant market with products and/or systems described in clause a above, or

c. the Company engages in during the Term of this Employment Agreement pursuant to a determination of the Board of Directors and from which the Company derives a material amount of revenue or in which the Company has made a material capital investment.

The covenant set forth in this Section 6 shall terminate immediately upon the substantial completion of the liquidation of assets of the Company or the termination of the employment of the Employee by the Company without cause or at the end of the Term of this Employment Agreement.

7. GOVERNING LAW. The Employment Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

8. VALIDITY. The invalidity or unenforceability of any provision or provisions of this Employment Agreement shall not affect the validity or enforceability of any other provision of the Employment Agreement, which shall remain in full force and effect.

9. ENTIRE AGREEMENT. This Employment Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. This Employment Agreement may not be amended except in writing executed by the parties hereto.

10. EFFECT ON SUCCESSORS OF INTEREST. This Employment Agreement shall inure to the benefit of and be binding upon heirs, administrators, executors, successors and assigns of each of the parties hereto. Notwithstanding the above, the Employee recognizes and agrees that his obligation under this Employment Agreement may not be assigned without the consent of the Company.

IN WITNESS WHEREOF, the parties hereto have executed and deliverd this Employment Agreement as of the date first written above.

NEOPROBE CORPORATION	EMPLOYEE
By: /s/ David C. Bupp	/s/ Carl Bosch
David C. Bupp, President	Carl Bosch

Exhibit 10.2.57

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into effective as of April 1, 2000 ("Effective Date), by and between NEOPROBE CORPORATION, a Delaware Corporation with a place of business at 425 Metro Place North, Suite 300, Dublin, Ohio 43017-1367 (the "Company") and BRENT LARSON of Dublin, Ohio (the "Employee").

WHEREAS, the Company and the Employee wish to establish terms, covenants, and conditions for the Employee's continued employment with the Company through this agreement ("Employment Agreement").

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. DUTIES. From and after the Effective Date, and based upon the terms and conditions set forth herein, the Company agrees to employ the Employee and the Employee agrees to be employed by the Company, as Vice-President, Finance and Chief Financial Officer, in such equivalent, additional or higher level position or positions as shall be assigned to him by the Chief Executive Officer of the Company. While serving in such position, the Employee shall report to, be responsible to, and shall take direction from the Chief Executive Officer of the Company. During the Term of this Employment Agreement (as defined in Section 2 below), the Employee agrees to devote substantially all of his time to the position he holds with the Company and to faithfully, industriously, and to the best of his ability, experience and talent, perform the duties which are assigned to him. The Employee shall observe and abide by the reasonable corporate policies and decisions of the Company in all business matters.

2. TERM OF THIS EMPLOYMENT AGREEMENT. Subject to Sections 4 and 5 hereof, the Term of this Employment Agreement shall be for an initial period of eighteen (18) months commencing April 1, 2000 and terminating September 30, 2001.

3. COMPENSATION. During the Term of this Employment Agreement, the Company shall pay, and the Employee agrees to accept as full consideration for the services to be rendered by the Employee hereunder, compensation consisting of the following:

   A. SALARY. Beginning on the first day of the Term of this Employment Agreement, the Company shall pay the Employee a salary of One Hundred Thirty Thousand Dollars ($130,000) per year, payable in semi-monthly or monthly installments.

   B. BONUS. The Compensation Committee of the Company will, on an annual basis, review the performance of the Employee and the Company will pay such bonus as it deems appropriate, in its discretion, to the Employee based upon such review. Such review and bonus shall be consistent with any bonus plan adopted by the Compensation Committee which covers the executive officers of the Company generally.

   C. BENEFITS. During the Term of this Employment Agreement, the Employee will receive such employee benefits as are generally available to all employees of the Company.

   D. STOCK OPTIONS. The Compensation Committee of the Board of Directors may, from time-to-time, grant stock options, restricted stock purchase opportunities and such other forms of stock-based incentive compensation as it deems appropriate, in its discretion, to the Employee under the Company's Stock Option and Restricted Stock Purchase Plan and the 1996 Stock Incentive Plan (the "Stock Plans"). The terms of the relevant award agreements shall govern the rights of the Employee and the Company thereunder in the event of any conflict between such agreement and this Employment Agreement.

E. VACATION. The Employee shall be entitled to twenty (20) days of vacation during each calendar year during the Term of this Employment Agreement.

F. EXPENSES. The Company shall reimburse the Employee for all reasonable out-of-pocket expenses incurred by him in the performance of his duties hereunder, including expenses for travel, entertainment and similar items, promptly after the presentation by the Employee, from time-to-time, of an itemized account of such expenses.

4. TERMINATION.

A. FOR CAUSE. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement for cause. In the event of termination by the Company "for cause," all salary, benefits and other payments shall cease at the time of termination, and the Company shall have no further obligations to the Employee.

B. RESIGNATION. If the Employee resigns for any reason, all salary, benefits and other payments (except as otherwise provided in paragraph G of this Section 4 below) shall cease at the time such resignation become effective. At the time of any such resignation, the Company shall pay the Employee the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

C. DISABILITY, DEATH. The Company may terminate the employment of the Employee prior to the end of the Term of this Employment Agreement if the Employee has been unable to perform his duties hereunder for a continuous period of six (6) months due to a physical or mental condition that, in the opinion of a licensed physician, will be of indefinite duration or is without a reasonable probability of recovery. The Employee agrees to submit to an examination by a licensed physician in order to obtain such opinion at the request of the Company. Such examination shall be paid for by the Company and shall be performed by a licensed physician designated by the Company. However, this provision does not abrogate either the Company's or the Employee's rights and obligations pursuant to the Family and Medical Leave Act of 1993, and a termination of employment under this paragraph C shall not be deemed to be a termination for cause.

If during the Term of this Employment Agreement, the Employee dies or his employment is terminated because of his disability, all salary, benefits and other payments shall cease at the time of death or disability. At the time of any such termination, the Company shall pay the Employee, the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

D. TERMINATION WITHOUT CAUSE. A termination without cause is a termination of the employment of the Employee by the Company that is not "for cause" and not occasioned by the resignation, death or disability of the Employee. If the Company terminates the employment of the Employee without cause, (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 above, after the Term of this Employment Agreement has ended) the Company shall, at the time of such termination, pay to the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of

any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination and shall provide him with all of this benefits under paragraph C of Section 3 above for the full unexpired Term of this Employment Agreement. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

If the Company terminates the employment of the Employee because it has ceased to do business or substantially completed the liquidation of its assets or because it has relocated to another city and the Employee has decided not to relocate also, such termination of employment shall be deemed to be without cause.

E. END OF THE TERM OF THIS EMPLOYMENT AGREEMENT. Except as otherwise provided in paragraphs F and G of this Section 4 below, the Company may terminate the employment of the Employee at the end of the Term of this Employment Agreement without any liability on the part of the Company to the Employee but, if the Employee continues to be an employee of the Company after the Term of this Employment Agreement ends, his employment shall be governed by the terms and conditions of this Agreement, but he shall be an employee at will and his employment may be terminated at any time by either the Company or the Employee without notice and for any reason not prohibited by law or no reason at all. If the Company terminates the employment of the Employee at the end of the Term of this Employment Agreement, the Company shall, at the time of such termination, pay to the Employee the severance payment provided in paragraph F of this Section 4 below together with the value of any accrued but unused vacation time and the amount of all accrued but previously unpaid base salary through the date of such termination. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

F. SEVERANCE. If the employment of the Employee is terminated by the Company, at the end of the Term of this Employment Agreement or, without cause (whether before the end of the Term of this Employment Agreement or, if the Employee is employed by the Company under paragraph E of this Section 4 above, after the Term of this Employment Agreement has ended), the Employee shall be paid, as a severance payment at the time of such termination, the amount of One Hundred Forty Thousand Eight Hundred Thirty-Three Dollars ($140,833). If any such termination occurs at or after the substantial completion of the liquidation of the assets of the Company, the severance payment shall be increased by adding Thirty-Two Thousand Five Hundred Dollars ($32,500) to such amount.

G. CHANGE OF CONTROL SEVERANCE. In addition to the rights of the Employee under the Company's employee benefit plans (paragraphs C of Section 3 above) but in lieu of any severance payment under paragraph F of this Section 4 above, if there is a Change in Control of the Company (as defined below) and the employment of the Employee is concurrently or subsequently terminated (a) by the Company without cause, (b) by the expiration of the Term of this Employment Agreement, or (c) by the resignation of the Employee because he has reasonably determined in good faith that his titles, authorities, responsibilities, salary, bonus opportunities or benefits have been materially diminished, that a material adverse change in his working conditions has occurred, that his services are no longer required in light of the Company's business plan, or the Company has breached this Employment Agreement, the Company shall pay the Employee, as a severance payment, at the time of such termination, the amount of One Hundred Ninety-Five Thousand Dollars ($195,000) together with the value of any accrued but unused vacation time, and the amount of all accrued but previously unpaid base salary through the

date of termination and shall provide him with all of this benefits under paragraph C of Section 3 above for the longer of six (6) months or the full unexpired Term of this Employment Agreement. If any such termination occurs at or after the substantial completion of the liquidation of the assets of the Company, the severance payment shall be increased by adding Thirty-Two Thousand Five Hundred Dollars ($32,500) to such amount. The Company shall promptly reimburse the Employee for the amount of any expenses incurred prior to such termination by the Employee as required under paragraph F of Section 3 above.

For the purpose of this Employment Agreement, a Change in Control of the Company has occurred when: (a) any person (defined for the purposes of this paragraph G to mean any person within the meaning of Section 13 (d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than Neoprobe or an employee benefit plan created by its Board of Directors for the benefit of its employees, either directly or indirectly, acquires beneficial ownership (determined under Rule 13d-3 of the Regulations promulgated by the Securities and Exchange Commission under Section 13(d) of the Exchange Act) of securities issued by Neoprobe having fifteen percent (15%) or more of the voting power of all the voting securities issued by Neoprobe in the election of Directors at the next meeting of the holders of voting securities to be held for such purpose; (b) a majority of the Directors elected at any meeting of the holders of voting securities of Neoprobe are persons who were not nominated for such election by the Board of Directors or a duly constituted committee of the Board of Directors having authority in such matters; (c) the stockholders of Neoprobe approve a merger or consolidation of Neoprobe with another person other than a merger or consolidation in which the holders of Neoprobe's voting securities issued and outstanding immediately before such merger or consolidation continue to hold voting securities in the surviving or resulting corporation (in the same relative proportions to each other as existed before such event) comprising eight percent (80%) or more of the voting power for all purposes of the surviving or resulting corporation; or (d) the stockholders of Neoprobe approve a transfer of substantially all of the assets of Neoprobe to another person other than a transfer to a transferee, eighty percent (80%) or more of the voting power of which is owned or controlled by Neoprobe or by the holders of Neoprobe's voting securities issued and outstanding immediately before such transfer in the same relative proportions to each other as existed before such event. The parties hereto agree that for the purpose of determining the time when a Change of Control has occurred that if any transaction results from a definite proposal that was made before the end of the Term of this Employment Agreement but which continued until after the end of the Term of this Employment Agreement and such transaction is consummated after the end of the Term of this Employment Agreement, such transaction shall be deemed to have occurred when the definite proposal was made for the purposes of the first sentence of this paragraph G of this Section 4.

H. BENEFIT AND STOCK PLANS. In the event that a benefit plan or Stock Plan which covers the Employee has specific provisions concerning termination of employment, or the death or disability of an employee (e.g., life insurance or disability insurance), then such benefit plan or Stock Plan shall control the disposition of the benefits or stock options.

5. PROPRIETARY INFORMATION AGREEMENT. Employee has executed a Proprietary Information Agreement as a condition of employment with the Company. The Proprietary Information Agreement shall not be limited by this Employment Agreement in any manner, and the Employee shall act in accordance with the provisions of the Proprietary Information Agreement at all times during the Term of this Employment Agreement.

6. NON-COMPETITION. Employee agrees that for so long as he is employed by

the Company under this Employment Agreement and for one (1) year thereafter, the Employee will not:

A. enter into the employ of or render any services to any person, firm, or corporation, which is engaged, in any part, in a Competitive Business (as defined below);

B. engage in any Competitive Business for his own account;

C. become associated with or interested in through retention or by employment any Competitive Business as an individual, partner, shareholder, creditor, director, officer, principal, agent, employee, trustee, consultant, advisor, or in any other relationship or capacity; or

D. solicit, interfere with, or endeavor to entice away from the Company, any of its customers, strategic partners, or sources of supply.

Nothing in this Employment Agreement shall preclude Employee from taking employment in the banking or related financial services industries nor from investing his personal assets in the securities or any Competitive Business if such securities are traded on a national stock exchange or in the over-the-counter market and if such investment does not result in his beneficially owning, at any time, more than one percent (1%) of the publicly-traded equity securities of such Competitive Business. "Competitive Business" for purposes of this Employment Agreement shall mean any business or enterprise which:

a. is engaged in the development and/or commercialization of products and/or systems for use in (1) intraoperative detection of cancer and/or (2) Activated Cellular Therapy for cancer, or
b. reasonably understood to be competitive in the relevant market with products and/or systems described in clause a above, or

c. the Company engages in during the Term of this Employment Agreement pursuant to a determination of the Board of Directors and from which the Company derives a material amount of revenue or in which the Company has made a material capital investment.

The covenant set forth in this Section 6 shall terminate immediately upon the substantial completion of the liquidation of assets of the Company or the termination of the employment of the Employee by the Company without cause or at the end of the Term of this Employment Agreement.

7. GOVERNING LAW. The Employment Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

8. VALIDITY. The invalidity or unenforceability of any provision or provisions of this Employment Agreement shall not affect the validity or enforceability of any other provision of the Employment Agreement, which shall remain in full force and effect.

9. ENTIRE AGREEMENT. This Employment Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements. This Employment Agreement may not be amended except in writing executed by the parties hereto.

10. EFFECT ON SUCCESSORS OF INTEREST. This Employment Agreement shall inure to the benefit of and be binding upon heirs, administrators, executors, successors and assigns of each of the parties hereto. Notwithstanding the above, the Employee recognizes and agrees that his obligation under this Employment Agreement may not be assigned without the consent of the Company.

IN WITNESS WHEREOF, the parties hereto have executed and deliverd this

Employment Agreement as of the date first written above.

NEOPROBE CORPORATION	EMPLOYEE
By: /s/ David C. Bupp	/s/ Brent L. Larson
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David C. Bupp, President	Brent L. Larson

Exhibit 10.3.50

SHARE PURCHASE AGREEMENT

SHARE PURCHASE AGREEMENT (the "Agreement"), dated January 19, 2000, by and between BIOMEDICAL INVESTMENTS (1997) LTD, an Israeli Company ("Buyer"), and NEOPROBE CORPORATION, a Delaware corporation ("Seller"):

Seller owns (beneficially and of record) the number of shares of Class A Common Shares, par value $.020 per share ("Class A Common Shares") and Class A Preferred Shares, par value $.020 per share ("Class A Preferred Shares"), of XTL BIOPHARMACEUTICALS LTD. (the "Company"), set forth in Schedule I under the captions "Number of Class A Common Shares" and "Number of Class A Preferred Shares" (collectively, the "Shares").

Seller desires to sell and Buyer desires to purchase all of the Shares owned by the Seller on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and other agreements contained herein, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. (a) The following terms, as used herein, have the following meanings:

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly through one or more intermediary Persons, controlling, controlled by or under common control with such Person.

"Articles of Association" shall mean the Articles of Association of the Company, as amended to date, a copy of which is attached hereto as Exhibit A.

"Assets" shall mean properties, rights, interests and assets of every kind, real, personal or mixed, tangible and intangible.

"Contract" shall mean any contract, agreement, indenture, note, bond, lease, conditional sale contract, mortgage, license, franchise, instrument, commitment or other binding arrangement.

"Governmental Body" shall mean any governmental or political subdivision thereof, whether Israeli, local or foreign, or any instrumentality of any such government or political subdivision.

"Investment Agreement" shall mean the Investment Agreement, dated as of January 31, 1996, between Seller and the Company, a copy of which is attached hereto as Exhibit B.

"Investor's Rights Agreement" shall mean the Investors' Rights Agreement, dated as of February 5, 1996, between the Company and Seller, a copy of which is attached hereto as Exhibit C.

"Letter Agreement" shall mean the letter agreement, dated as of August 1998, between the Company and Seller, a copy of which is attached hereto as Exhibit D.

"Lien" shall mean, with respect to any Asset, any mortgage, lien (including mechanics, warehouseman, laborers and landlord liens), claim, pledge, charge, security interest, preemptive rights, rights of first refusal, option, judgment, title defect, or encumbrance of any kind in respect of or affecting such Asset.

"Person" shall mean any natural person, corporation, partnership, firm, joint venture, association, joint-stock company, trust, business trust, governmental or political subdivision, regulatory body or other entity.

"Registration Rights Agreement" shall mean the Registration Rights Agreement, dated as of August 1998, among the Company, Seller and the other investors named therein, a copy of which is attached hereto as Exhibit E.

"Research and License Agreement" shall mean the Research and License Agreement, dated as of February 13, 1996, between Seller and the Company, a copy of which is attached hereto as Exhibit F.

"Sublicense Agreement" shall mean the Sublicense Agreement, dated as of February 13, 1996, the Company and Seller, a copy of which is attached hereto as Exhibit G.

ARTICLE II

PURCHASE AND SALE; ASSIGNMENT

SECTION 2.1 Purchase and Sale of Shares: Assignment. (a) Subject to the terms and conditions set forth herein, at the Closing (as hereinafter defined), Seller shall sell, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller the Shares, for an aggregate purchase price of One Million Five Hundred Thousand United States Dollars ($1,500,000) (the "Purchase Price"). Any stock transfer or other tax payable with respect to the transfer of the Shares hereunder shall be paid by Seller.

(b) Subject to the terms and conditions set forth herein, at the Closing, Seller shall assign, convey and transfer, and Buyer shall accept from Seller, for no additional consideration, all of Seller's right, title and interest in and to the Investment Agreement, the Investor's Rights Agreement, the Registration Rights Agreement and the Letter Agreement (the "Assignment").

SECTION 2.2 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held at the offices of Berkman Wechsler, 6 Wissotzky Street, Tel Aviv, and Benesch, Friedlander, Coplan & Aronoff LLP; Suite 900, 88 East Broad street, Columbus, OH 43215 ("BFCA") at _____ Tel - Aviv Time or _____ Eastern Time on December _____, 1999 or at such other time, date and place as may be otherwise mutually agreed by the parties (the time and date of the Closing being hereinafter referred to as the "Closing Date"). At the Closing, at the offices of Berkman - Wechsler Seller shall deliver to Buyer certificates representing all of the Shares, accompanied by stock transfer power duly executed for immediate filing with the Israeli Registrar of Companies. As payment in full for the Shares being purchased under this Agreement and for the Assignment, and against the delivery of the certificates as aforesaid and the other instruments set forth in Article V hereof, on the Closing Date, Buyer shall deliver to Seller at the offices of BFCA by certified or bank check payable to, or by wire transfer of immediately available funds to the account designated by Seller, the Purchase Price. All transactions consummated on the Closing Date shall be deemed to have taken place simultaneously.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that (as used herein the term Company shall mean the Company and its subsidiaries, taken as a whole):

SECTION 3.01 Corporate Existence. Seller is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

SECTION 3.02 Title to and Validity of the Shares. Seller owns and holds good and marketable title to the Shares, free and clear of any Lien of any kind other than restrictions imposed by the Articles of Association. At the Closing, Buyer shall acquire the Shares, free and clear of any Lien of any kind.

SECTION 3.03 Authority Relative to this Agreement. Seller has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby (the "Contemplated Transactions"). The execution and delivery of this Agreement and the consummation of the Contemplated Transactions have been duly and validly authorized by Seller, and no other proceedings on the part of Seller (or any other Person) are necessary to authorize the execution and delivery by the Seller of this Agreement or the consummation of the Contemplated Transaction. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding agreement of the Seller enforceable against the Seller in accordance with its terms.

SECTION 3.04 No Conflicts; Consents. The execution and delivery by Seller of this Agreement and the performance of its obligations hereunder will not (i) violate any provision of the certificate of incorporation or by-laws of Seller or, to Seller's knowledge the Articles of Association or the Memorandum of Association of the Company; (ii) require the Seller or, to Seller's knowledge , the Company, to amend any Contract or obtain any consent, approval or action of or waiver from, or make any filling with, or give any notice to, any Governmental Body or any other Person; (iii) violate, conflict with or result in the breach of any of the terms of, or otherwise cause the termination of, give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under, any Contract to which the Seller or, to Seller's knowledge , the Company, is party or by or to which the Seller, to seller's knowledge, the Company, or any of their Assets may be bound or subject, or result in the creation of any Lien upon the Shares pursuant to the terms of any such Contract; or (iv) violate any law, regulation, order, writ, judgment, injunction or permit of any Governmental Body against, or binding upon, such Seller or, to Seller's knowledge the Company; or (v) violate any right of first refusal or any other right with respect to the purchase of the Shares created under any agreement to which Seller is a party. Except as contemplated by this Agreement, no other Person has or, at the Closing will have, any rights to acquire the Shares as against the Seller.

SECTION 3.05 Financial Information.

(a) Buyer was previously furnished with (i) the audited balance sheet of the Company as of December 31, 1998, and the related audited statements of income and cash flow of the Company for the year ended December 31, 1998 (the "Audited Financial Statements"); and (ii) the unaudited balance sheet of the Company as of September 30, 1999 (the "Balance Date"), and the related unaudited statements of income and cash flow of the Company for the quarter ended September 30, 1999 (the "Unaudited Financial Statements").

(b) To Seller's knowledge, the Audited Financial Statements have been prepared in accordance with Israeli GAAP consistently applied and fairly present the financial position of the Company as of December 31, 1998 and the results of its operations and cash flow for the year ended December 31, 1998. To Seller's knowledge, the Unaudited Financial Statements have been prepared in accordance with Israeli GAAP consistently applied and fairly present the financial position of the Company as of September 30, 1999 and the nine months ended September 30, 1999.

(c) Except as set forth in Schedule 3.05(c), to Seller's knowledge, since the date of the Balance Date, (i) the Company has not incurred any liabilities or entered into any transaction which was not in the ordinary course of its business consistent with past practices; (ii) there has been no material adverse change in the business, prospects, operations, assets, liabilities or condition (financial or otherwise) of the Company; (iii) the Company has not declared or paid any dividend or made any distribution, directly or indirectly, on their respective shares or any other equitable securities; (iv) the Company has not made any direct or indirect loans or payments to any shareholder or any Affiliate thereof; (v) the Company has not increased the compensation of any of its officers, or the rate of pay of its employees, except as part of regular compensation increases in the ordinary course of business; (vi) there has been no resignation or termination of employment of any officers or key employee of the Company; (vii) there has been no sale, assignment or transfer of any tangible asset of the Company except in the ordinary course of business consistent with past practices and no sale, assignment or transfer of any patent, trademark, trade secret or any other intangible asset of the Company.

SECTION 3.06 Agreement.

(a) Other than this Agreement the Research and License Agreement, the Sublicense Agreement, the Investment Agreement, the Investor's Rights Agreement, the Registration Rights Agreement and the Letter Agreement, the Seller is not a party to any agreements, written or oral, relating to the Shares or otherwise between Seller and the Company. As of the date hereof, all such Agreements are in full force and effect and constitute the legal, valid and binding obligation of the parties thereto, enforceable against such parties in accordance with their respective terms.

(b) To Seller's knowledge, the Company is not in breach of any material obligation under any deed, agreement (including the Research and License Agreement) or transaction to which it is a party and, to Seller's knowledge, no

third party that has transacted business with the Company is in breach of any of its obligations under any deed, agreement or transaction to which it is a party with the Company. The Seller has no knowledge of the invalidity or grounds for rescission, avoidance or repudiation of any agreement or other transaction to which the Company is a party and to Seller's knowledge, the Company has received no notice of any intention to terminate any such agreement or repudiate or disclaim any other transaction.

SECTION 3.07 Litigation. To Seller's knowledge, there is no action, suit, claim, proceeding or investigation pending or threatened against or affecting the Company or any of its directors, officers or employees (in their capacity as such), at law or in equity, or before or by any court, arbitration board or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign. To Seller's knowledge, the Company has not received any memorandum or legal advice from legal counsel to the effect that it is exposed from a legal standpoint to any liability or disadvantage which may result in an adverse effect on the business, prospects, financial condition, operations, property or affairs of the Company. To Seller's knowledge, there is no action or suit by the Company pending, threatened or contemplated against others.

SECTION 3.08 Licenses, Patents, Trademarks.

(a) To Seller's knowledge, the Company owns or possesses adequate licenses or other rights to use all patents, patent applications, trade names, copyrights, manufacturing processes, formula, trade secrets, customer lists and know how (collectively, the "Intellectual Property") necessary or desirable to enable the operation of the business of the Company as now being conducted and as proposed to be conducted.

(b) To Seller's knowledge, no Intellectual Property, used or proposed to be used in the business of the Company as currently conducted or contemplated, has infringed or will infringe any intellectual property rights of others and the use of such Intellectual Property in the business of the Company as currently conducted or contemplated, will not constitute an infringement, misrepresentation, misappropriation or misuse of any intellectual property rights of any third party. To Seller's knowledge, no claim is pending or threatened to the effect that any such Intellectual Property owned or licensed to the Company, or which the Company otherwise has the right to use, is invalid or unenforceable by the Company and Seller is not aware of any basis for any such claim (whether or not pending or threatened). To Seller's knowledge, no third party has claimed or has reason to claim that any person employed by or affiliated with the Company has (i) violated or may be violating any of the terms or conditions of his employment, non-competition or non-disclosure agreement with such third party, (ii) disclosed or may be disclosing or utilized or may be utilizing any trade secret or proprietary information or documentation of such third party or (iii) interfered or may be interfering in the employment relationship between such third party and any of its present or former employees.

SECTION 3.09 Disclosure. To Seller's knowledge, neither this Agreement, nor any Schedule or Exhibit to this Agreement, contains an untrue statement of a material fact or omits a material fact necessary to make the statements contained therein not misleading. There is no fact specific to the Company, as opposed to general business, legal and scientific information, which Seller has knowledge of and of which Seller is aware, which has or could have a material adverse effect on the Company's business, prospects, financial condition, operations, property or affairs of the Company and its subsidiaries but which seller has not disclosed to Buyer in writing.

For the purpose of this Article the term "To Seller's knowledge" shall mean: the Seller's knowledge, based upon any written information furnished to the Seller by the Company, and any information (written or oral) given to any person who is currently a director, officer, or employee of Seller and/or who was acting at any time of Seller's behalf as a director and/or observer of the Company's Board of Directors, but without further investigation including but not limited to any review of publicly available information or of public records in any jurisdiction.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

SECTION 4.01 Corporate Existence and Power. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the laws of the State of Israel, and has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Contemplated Transactions.

SECTION 4.02 Authority Relative to This Agreement. The execution and delivery of this Agreement and the consummation of the Contemplated Transactions have been duly and validly authorized and approved by the Board of Directors of Buyer and no other proceedings on the part of Buyer are necessary to authorize this Agreement or the Contemplated Transactions to which it is party. This Agreement has been duly and validly executed and delivered by Buyer and (assuming the legal, valid execution and delivery of this Agreement by Seller) constitutes the valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms.

SECTION 4.03 No Conflicts; Consents. The execution and delivery of this Agreement by Buyer and the performance of its obligations thereunder will not (i) violate any provision of the certificate of incorporation or by-laws of Buyer; (ii) require Buyer to amend any contract or, obtain any connect, approval or action of or waiver from, or make any filing with, or give notice to, any Governmental Body or any other Person, other than consents, approvals, actions or waivers obtained prior to the date hereof, (iii) violate, conflict with or result in the breach of any of the terms of, result in a material modification of the effect of, or otherwise cause the termination of or give any other contracting party the right to terminate, or constitute a default under, any Contract to which Buyer is a party or by or to which it or any of its Assets of Buyer pursuant to the terms of any such Contract; or (iv) violate any law, regulation, under, writ, judgment, injunction or permit of any Governmental Body against, or binding upon, Buyer.

ARTICLE V

CONDITIONS TO CLOSING

5.01 The obligation of Buyer to purchase and pay for the Shares being purchased by it on the Closing Date is, at its option, subject to the satisfaction, on or before the Closing Date, of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained herein to Buyer shall be true and correct at the time of the Closing as though made again at that time.

(b) Performance. Seller shall have performed and complied with all the agreements, obligations and covenants contained herein required to be performed or complied with by it prior to or at the Closing Date and the President of the Seller shall have certified to the Buyer in writing to such effect and to the further effect that all of the conditions set forth in this Article V have been satisfied in the form of Exhibit 5.1B attached hereto.

(c) All Proceedings to be Satisfactory. All corporate and other proceedings to be taken by Seller and the Company in connection with the Contemplated Transactions hereby and all documents incident thereto shall be satisfactory in the form and substance to Buyer and its counsel, and Buyer and its counsel shall have received all such counterparts originals or certified or other copies of such documents as they reasonably may request.

(d) Opinion of Seller's Counsel. Buyer shall have received from BFCA, counsel for Seller, an opinion dated the Closing Date in the form attached hereto as Exhibit 5.1D.

(e) Resolutions. Buyer and their counsel shall have received copies of all of the resolution adopted by the Board of Directors of Seller authorizing the execution, delivery and performance of the Contemplated Transaction; and (ii) Duly adopted by the Board of Directors of the Company authorizing that Buyer is not a competitor or potential competitor of the Company (in accordance with Section 13 of the Registration Rights Agreement).

(f) Government Filings and Consents. Seller shall have made all required filings with, and shall have obtained all consents, approvals or other actions required by, the Company, any Governmental Body or any other Person or

entity that is necessary or required for the valid execution, delivery and performance of the transactions contemplated by this Agreement.

(g) Share Certificates. Seller shall have delivered to Buyer share certificates, representing the Shares being purchased by Buyer, together with duly executed stock transfer power for immediate filing with the Israeli Registrar of Companies.

5.02 Conditions to the Obligations of Seller to Close. The obligation of Seller to transfer and deliver the Shares being purchased by Buyer on the Closing Date is subject to the payment by Buyer to Seller of the Purchase Price.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 Survival. The warranties, representations and covenants of Seller contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of Buyer.

SECTION 6.02 Notices. (a) Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally by hand or by recognized overnight courier, telecopied (with a copy sent by mail as provided herein) or mailed (by registered or certified mail, postage prepaid) as follows:

if to Buyer: Biomedical Investments (1997) Ltd.
23 Shaul Hamelech Boulevard
Tel-Aviv
Attn: Prof. Benad Goldvasser
Fax: (03) 609-5322

with a copy to:

Berkman Wechsler
6 Wissotzky Street
Tel Aviv
Attn: Ofira Gordon, Esq.
Fax: (03) 604-5775

if to Seller: Neoprobe Corporation
425 metro Place North
Suite 4300
Dublin, Ohio 43017-1367
Attention:
Fax: (614) 793-7522

with a copy to:

Benesch, Friedlander, Coooplan & Aronoff LLP
Suite 900
88 East Broad Street
Columbus, OH 43215
Attention: Robert S. Schwartz

(b) Each such notice or other communication shall be effective (i) if given by telecopier, when
such telecopy is transmitted number specified in Section 6.02 (a) (with confirmation of transmission) or (ii) if given by any other means, when delivered at the address specified in Section 6.02(a). Any party by notice given in accordance with this Section 6.02 to the other part may designate another address (or telecopier number) or person for receipt of notice hereunder. Notice by a party may be given by counsel to such party.

SECTION 6.03 Entire Agreement. This Agreement (including the Exhibits hereto), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

SECTION 6.04 Waivers and Amendments; Non-Contractual Remedies;

Preservation of Remedies. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power or privilege.

SECTION 6.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Israel, without regard to the conflict of law provisions thereof.

SECTION 6.06 Binding Effect. This Agreement and all of its provisions, rights and obligations shall be inure to the benefit of the parties hereto and their respective successors, heirs and legal representatives.

SECTION 6.07 Further Assurances. The parties herein agree to cooperate with each other in performing the terms and conditions of this Agreement, including without limitation, executing and delivering such further instruments, documents, instructions or any assurances as the Company and/or Buyer shall deem necessary to comply with this Agreement and to otherwise carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected thereby.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BIOMEDICAL INVESTMENTS LTD. NEOPROBE CORPORATION.

By: /s/ [illegible] By: /s/ David Bupp
---------- ----------
Name: Name: David Bupp
---------- ----------
Title: Managing Director Title: President, CEO
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SCHEDULE I

NAME OF SHARES	NUMBER OF SHARES TO BE PURCHASED	PURCHASE PRICE
Common A Share	2	10US$
PREFERRED A SHARES	170,650	1,499,990US%
Total	170,652	1,500,000US$

Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

Exhibit 10.4.45

MANUFACTURING AND SUPPLY AGREEMENT

THIS AGREEMENT entered into this 30th day of March, 2000, between Neoprobe Corporation, 425 Metro Place North, Suite 300, Dublin, Ohio 43017 (hereinafter referred to as ("Neoprobe") and Plexus Corp, 55 Jewelers Park Drive, P.O. Box 156, Neenah, Wisconsin 54957-0156 (hereinafter referred to as ("Plexus").

WHEREAS, Neoprobe is a biomedical company which, using its proprietary technology and knowhow, has developed a handheld gamma radiation detection device used for detection of gamma radiation in radioisotope guided surgery and intraoperative lymphatic mapping; and

WHEREAS, Plexus is in the business of designing, developing, and manufacturing electromechanical instruments, medical instruments and electronic products; and

WHEREAS, Neoprobe desires to have Plexus manufacture and supply the device to Neoprobe.

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein the parties agree as follows:

ARTICLE I. DEFINITIONS

1.01 Certificate of Release (or Certificate of Compliance). As used herein the term "Certificate of Release" is used to mean the document supplied by Plexus to Neoprobe with each lot or batch of Product stating that all Product, manufactured by Plexus and comprising that lot, meet or exceed the "Specifications" for the Product.

1.02 Components. The term "Components" shall mean the individual parts which are assembled to make a Product, as well as packaging and labeling for Product.

1.03 Control Unit. The term "Control Unit" shall mean the neo2000, intraoperative gamma radiation detection device including a microcomputer-based unit which measures the presence of gamma-emitting isotopes, which unit translates the gamma pulses received from a Probe (defined in Section 1.12 herein) into understandable displays and sounds.

1.04 Device Master Record. The term "Device Master Record ("DMR") as used herein shall mean the compilation of records containing the procedures and specifications for a finished device as described by 21 CFR Section 820.3(j) and Section 820.18 1.

1.05 Effective Date. The "Effective Date" of this Agreement shall be the date written herein above.

1.06 FDA and Act. The term "FDA" and the term "Act" as used herein shall mean the United States Food and Drug Administration or any successor agency having the administrative authority to regulate the approval for testing or marketing of human pharmaceutical or biological products and medical devices in the United States; and the term "Act" as used herein, refers to the Federal Food, Drug & Cosmetic Act (21 U.S.C. Section 301, et seq.).

1.07 QSR. As used herein the term "QSR" means the current good manufacturing practice requirements set forth in 21 CFR , Parts 808, 812, and 820 that govern the methods used in, and the facilities, and controls used for, the design, manufacture, packaging, labeling, installation, and servicing of all finished devices intended for human use to ensure that the finished device will be safe and effective and comply with the Act.

1.08 Long Lead Time Component(s). as used herein shall mean all of those individual parts and materials whose current lead times extend beyond forty (40) business days. The Long Lead Time Components may,

from time to time, be reviewed by Plexus and Neoprobe, at the request of either party due to possible changes in market conditions of supply and demand affecting the procurement by Plexus of the Components and/or Long Lead Time Components for the assemblies hereunder. Any changes resulting from such review shall be with the mutual written agreement of Plexus and Neoprobe.

1.09 Monthly Rolling Quantity Forecast of Delivery Requirements. As used herein shall mean the written documents provided to Plexus by Neoprobe each month indicating the delivery requirements projected for the next twelve (12) months.

1.10 NCNR Component(s). As used herein shall mean those parts that are not cancelable once placed on order with Plexus suppliers, and are not returnable once delivered to Plexus. The NCNR Component(s) may, from time to time, be reviewed by Plexus and Neoprobe, at the request of either party due to possible changes in market conditions of supply and demand affecting the procurement by Plexus of the Components and/or NCNR Component(s) for the assemblies hereunder. Any changes resulting from such review shall be with the mutual written agreement of Plexus and Neoprobe.

1.11 Person. As used herein, the term "Person" shall mean any individual, corporation, partnership, business trust, business association, governmental entity, governmental authority or other legal entity.

1.12 Probe. As used herein, the term "Probe" shall mean a handheld gamma radiation sensing device which connects to the Control Unit.

1.13 Product. The term "Product" as used herein, shall mean the finished, packaged and labeled Control Unit and or Probe listed on Exhibit 1.13 and "released" in accordance with Section 7.12 herein.

1.14 Quarter. The term "Quarter" as used herein shall mean the consecutive three (3) month periods beginning January 1, April 1, July 1, and October 1 of each Year.

1.15 Specifications. As used herein, the term "Specifications" shall mean the requirements with which the Product must conform as provided by the device Specifications which are included in the Device Master Record for each Product.

1.16 Special Component(s) as used herein shall mean those parts that have special procurement conditions such as limited change parameters or other special liability conditions that are required by Plexus' suppliers. The Special Component(s) may, from time to time, be reviewed by Plexus and Neoprobe, at the request of either party due to possible changes in market conditions of supply and demand affecting the procurement by Plexus of the Components and/or Special Component(s) for the assemblies hereunder. Any changes resulting from such review shall be with the mutual written agreement of Plexus and Neoprobe.

1.17 Year. The term "Year" shall mean the consecutive twelve (12) month period beginning January 1 of a year and ending December 31 of such year.

ARTICLE II. SUPPLY OF PRODUCT

2.01 Manufacture. Neoprobe hereby appoints Plexus as Neoprobe's exclusive supplier for all of Neoprobe's requirements for the Products listed on Exhibit 1.13 and Plexus hereby accepts such appointment.

2.02 Price of Product. The unit price charged by Plexus to Neoprobe for each unit of Product may be amended from time to time after mutual discussion of the parties. Unless stated otherwise, prices quoted are F. O. B. Plexus's manufacturing facility. Unless specifically stated otherwise, all quoted prices

are firm for thirty (30) days from the date of quotation. Quotations are based on drawings, specifications, and other written information available

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information , has been replaced by "***" in this Exhibit.

Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

to Plexus at the time of quotation. Any additional data supplied at the time of purchase may necessitate price adjustments.

2.03 Payment of the Purchase Price. Plexus shall bill Neoprobe for all purchases of Product made under this Agreement by invoice sent to Neoprobe at Neoprobe's address shown on the first page of this Agreement. Neoprobe shall pay all invoices net thirty (30) days after: (i) receipt of such invoice, and (ii) receipt of a Certificate of Release for the Product.

2.04 Payment of Taxes. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, or tax of any nature whatsoever imposed on or measured by the transaction between Plexus and Neoprobe shall be paid by Neoprobe in addition to the invoice price for Product. In the event Plexus is required to pay such tax, Neoprobe shall reimburse Plexus therefore, within ten (10) days of written demand by Plexus to Neoprobe for such reimbursement. If the transaction between Plexus and Neoprobe is exempt from all such taxes, Neoprobe shall provide Plexus with a tax exemption certification or other document acceptable to all taxing authorities at the time the order is submitted.

2.05 Addition of Other Assemblies to the Agreement. Additional devices may be added to this Agreement by mutual consent of the parties. Any additional devices added to this Agreement shall require individual specifications and a determination of a "per unit" price as described in Section 2.02 hereinabove.

2.06 Failure to Supply All Requirements. In the event Plexus is unable to supply substantially all of Neoprobe's requirements for Product, for reasons solely within Plexus' control, Neoprobe may have the right to source Product from an alternative contract manufacturer, subject to Neoprobe providing Plexus with six (6) months prior written notice of its desire to source the Product from an alternative contract manufacturer and Neoprobe has provided Plexus a reasonable time period to cure any delays in supplying Neoprobe with the Product. Neoprobe's right to use a third party manufacturer for all or part of its requirements for Product shall remain in effect until six (6) months after Plexus notifies Neoprobe that it is once again able to supply substantially one hundred percent (100%) of Neoprobe's requirements for Product.

2.07 Competitive Pricing. In the event Neoprobe is able to source Product from a third party manufacturer at a price which is significantly better (***) than the price charged by Plexus pursuant to Section 2.02, the "exclusive supplier" status granted to Plexus pursuant to Section 2.01 shall become nonexclusive; provided however, that Plexus shall have the right to match the price offered by the third party in which case Plexus shall remain an exclusive supplier.

2.08 Plexus Becomes Non-Exclusive Supplier. If Plexus' status as "exclusive supplier" becomes "non- exclusive" in accordance with this Section 2.07, Neoprobe agrees to purchase all finished Product, raw materials, all Components in Plexus' inventory (including the full markup as defined in the Plexus Quotation), and other Components for which Plexus has liability or on order, but which are not in Plexus' inventory, as well as payment for any and all in-process manufacturing costs and expenses, including, ramp down costs, cancellation or restocking charges. To help minimize the impact of cancellation charges, Plexus will attempt to restock components at the supplier, resell the components, and/or utilize the components on non-Neoprobe assemblies.

ARTICLE III. FORECAST, ORDERS, MATERIALS AND SCHEDULING

3.01 Forecast. Within fifteen (15) days after the Effective Date, Neoprobe shall deliver to Plexus a forecast of the quantity of Product required for the initial twelve (12) month period from the Effective Date (the "Initial

Forecast") and shall thereafter update such forecast on a monthly basis and provide it to Plexus on or before the fifteenth (15th) day of each month so that the parties have a twelve (12) month rolling forecast of the estimated requirements for Product. Neoprobe shall promptly notify Plexus, at any time, Neoprobe anticipates a material

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deviation from the forecast. Plexus shall promptly notify Neoprobe at any time Plexus anticipates a material deviation in its ability to meet the forecast.

3.02 Manufacturing Lead Time. For each Product to be manufactured, Plexus establishes a manufacturing lead time, which is the number of business days it will take, on average, to receive and kit all Components, assemble, test and ship the lot of finished Product. Unless otherwise noted, this manufacturing lead- time is twenty (20) business days. Plexus schedules all Components for a particular lot of Product to arrive one manufacturing lead-time prior to the Neoprobe due date. Plexus then uses this information, together with the Forecast and Purchase Order information as defined below, to place commitments to its suppliers for materials.

3.03 Purchase Orders. Neoprobe will issue Neoprobe Purchase Orders ("POs") at least sixty (60) business days prior to the required delivery dates for Product in accordance with, but not limited to, the Monthly Rolling Quantity Forecast of Delivery Requirements. Neoprobe POs for delivery with lead times of less than sixty (60) business days may be mutually agreed to by Plexus and Neoprobe.

3.04 Monthly Rolling Quantity Forecast of Delivery Requirements. Neoprobe shall provide to Plexus a Monthly Rolling Quantity Forecast of Delivery Requirements in accordance with Section 3.01 above. This Monthly Rolling Quantity Forecast of Delivery Requirements for each assembly shall be used by Plexus to determine the Components and/or the Long Lead-Time Components, NCNR Components and/or Special Components that Plexus must obtain and/or procure and/or inventory, and unless otherwise agreed to, Plexus will negotiate pricing contracts with its supplier based upon the forecast. Plexus shall procure in advance of Neoprobe POs for assemblies, pursuant to the Monthly Rolling Quantity Forecast of Delivery Requirements for each Product, the Components and/or the Long Lead Time Components, NCNR Components and/or Special Components, as required for each Product.

3.05 Schedule Changes. Neoprobe may request a change to the delivery schedule at any time. Schedule changes can have an extraordinary effect on the amount of inventory at Plexus, the impact for which is not considered in the original cost of the Product. Frequent schedule changes may result in additional administrative charges. If Neoprobe determines that the total annual rolling quantity forecast of delivery requirements for any Product previously specified in the Monthly Rolling Quantity Forecast of Delivery Requirements will be delayed and/or reduced in quantity, then Plexus shall notify Neoprobe that Plexus has procured and is inventorying and/or has on order with its Components and/or Long Lead Time Components, NCNR Components and/or Special Components suppliers an excess quantity of Components and/or Long Lead Time Components, NCNR Components and/or Special Components that Plexus shall be unable to use for any other currently forecasted Product requirement specified in the Monthly Rolling Quantity Forecast of Delivery Requirements. Rescheduling of delivery requirements less than thirty (30) days prior to the delivery date may only be done with mutual agreement between Plexus and Neoprobe. Any schedule change may result in a "Schedule Change Condition" as described in Section 3.06 and Section 3.07 below with corresponding liability to Neoprobe.

3.06 Schedule Decreases. For schedule decreases issued within the manufacturing lead-time of the scheduled delivery date, Neoprobe will either:

a) Accept shipment of the completed assemblies within the calendar month originally scheduled: or

b) Pay full price and accept title and risk of los for completed assemblies and any work in process materials and labor. Plexus will warehouse completed assemblies for a reasonable period of time.

For schedule decreases issued outside the manufacturing lead-time of the scheduled delivery date, the Neoprobe will:

a) Pay for and accept title and risk of loss for the value of the components (including the full component markup as defined in the Plexus quotation) which Plexus is unable to return or reschedule to meet the new schedule requirements; and

b) Pay Plexus for any additional cost from suppliers resulting from the rescheduling.

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Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

3.07 Schedule Increases. For schedule increases, Plexus will make its best effort to obtain the Components necessary to meet Neoprobe requirements. However, Plexus may be unsuccessful in obtaining all of the Components required to meet the Neoprobe's increased requirements. In that situation, Plexus reserves the right to Neoprobe payment of the value of all inventory in house as of the delivery date that is a result of the increased requirement.

3.08 Engineering Change. The term "Engineering Change(s)" (hereinafter called "EC" or "EC's") shall mean those mechanical, software, or electrical design and/or specification and requirement changes which, if made to the Product to be delivered hereunder, would affect the schedule, performance, reliability, quality, availability, serviceability, appearance, dimensions, tolerance, safety or purchase price of such Product or which would require additional approval testing. Plexus may determine that Engineering Changes will affect its ability to maintain the delivery schedule of Product , due to the lead time of newly specified parts and/or the impact of substantial rework or modification. Under these circumstances, Plexus reserves the right to define a new schedule for delivery and treat this as a Schedule Change Condition, with the Neoprobe liability as defined under Section 3.06 or Section 3.07. Upon receipt of an EC, Plexus shall review Neoprobe's proposed EC and shall give to Neoprobe a written evaluation of the EC, stating Plexus' cost to implement the EC (including the cost to modify any tooling), the excess quantity of Components and/or Long Lead Time Components, NCNR Components and/or Special Components Plexus has inventoried and/or has on order with its Components and/or Long Lead Time Components, NCNR Components and/or Special Components suppliers that are unusable for any other assembly requirement and excess due to the EC, and associated costs and expenses such Components and/or Long Lead Time Components, NCNR Components and/or Special Components that Neoprobe shall be liable for and the cost savings, if any, resulting from the EC, and the expected effect on the schedule, availability and/or purchase price of such assemblies, or which may require additional approval tests by Neoprobe.

3.09 Cancellation. Neoprobe may cancel requirements defined in orders and/or forecasts at any time before the scheduled delivery date. Any Product requirements canceled within the manufacturing lead-time of the scheduled delivery date will be invoiced at the full agreed to price for the completed Product. For Product requirements canceled outside the manufacturing lead time of the scheduled delivery date, Neoprobe's liability to Plexus will be the value of the Components in Plexus' inventory (including the full markup as defined in the Plexus Quotation), and other Components for which Plexus has liability or on order, but which are not in Plexus' inventory, as well as payment for any and all in-process manufacturing costs and expenses, including, ramp down costs, cancellation or restocking charges. To help minimize the impact of cancellation charges, Plexus will attempt to restock components at the supplier, resell the components, and/or utilize the components on non-Neoprobe assemblies.

3.10 Changes to Specifications. Neoprobe shall have the right to change

the Specifications for a Product to make reasonable and lawful modifications to Product Specifications; provided, however, that Plexus shall have a reasonable period of time to implement such Product Specification changes, and shall be entitled to full reimbursement by Neoprobe for any costs incurred by Plexus in implementing such changes, including cost of materials which can not be utilized as a result such change. Neoprobe shall absorb all reasonable adjustments to pricing for a Product which may be required as a result of the Specification change. Neoprobe is responsible for verification and/or validation of any changes to the Specifications.

3.11 Delivery of Product. Unless otherwise mutually agreed to by the parties, Plexus shall ship Product to a distribution facility designated by Neoprobe.

ARTICLE IV. COMPONENTS

4.01 Responsibility for Components. Unless otherwise agreed to by the parties, Plexus shall be responsible for ordering, purchasing and maintaining sufficient Components to support manufacture of Product in accordance with the forecast described in Section 3.01 herein.

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4.02 Neoprobe Supplied Parts. Neoprobe may provide certain components required to build Neoprobe's Product in which case, Neoprobe's inability to provide parts in a timely manner may effect Plexus's ability to meet its delivery schedule and may cause Plexus to incur extraordinary expenses to hold Plexus purchased material and/or labor in process. Under these circumstances, Plexus reserves the right to define a new schedule for delivery based upon component availability information from Neoprobe and treat this as a Schedule Change Condition, with Neoprobe liability as defined under Section 3.06 or Section 3.07 above.

4.03 Minimum Component Purchases. Plexus may have to place orders for quantities of Components in excess of that required to support Neoprobe requirements. This may be as a result of minimum order size requirements or standard package sizes from the supplier. Neoprobe agrees to have the cost of the excess Components amortized over a maximum of six (6) month's requirements, or will place a purchase order separately for the excess Components.

ARTICLE V. TOOLING

5.01 Ownership of Tooling. Plexus shall procure and/or produce upon mutual pre-approvals, all tools, dies, jigs, and fixtures required to manufacture Product. Plexus shall invoice Neoprobe for all labor and materials required to procure or produce all such tooling, jigs, fixtures, and the like, and upon payment Neoprobe shall obtain unrestricted ownership thereof and to the detailed assembly drawings for such tooling. Neoprobe shall have the right to access such drawings at all times during the term of this Agreement. All replacement tools required shall also be owned by Neoprobe upon payment by Neoprobe of the cost thereof. Termination of this Agreement shall result in the surrender by Plexus of all tools, drawings for tools, replacement tools, fixtures and jigs paid for and owned by Neoprobe. The tooling described herein shall be utilized by Plexus only for the production and/or testing of the Product. All tooling quoted herein is quoted at the cost to Plexus from its suppliers. A procurement charge of *** will be added to all tooling with a cost of less than ***, and a *** procurement charge added to all tooling with a cost of *** or greater.

5.02 Tooling Maintenance. At all times under this Agreement during which Plexus has possession of Neoprobe tooling, Plexus shall have the responsibility of performing normal, expected maintenance and repairs. The cost of modifying or replacing or rebuilding Neoprobe owned tooling worn through usage or in need of major repair for reasons other than lack of periodic maintenance shall be borne by Neoprobe. Plexus shall be responsible for such

costs if such costs are incurred due to a failure to perform proper maintenance or due to damage due to misuse or negligence of Plexus. Payment for the cost of any other required tooling changes shall be negotiated by the parties prior to any change. All modifications and major repairs to tooling must be approved in advance by Neoprobe. Plexus will obtain a warranty on all tooling purchased by Plexus for Neoprobe that warrants the tooling against defect during its normal useful life and that obligates the supplier to replace without cost any defective tooling. Neoprobe shall have the right to inspect all tooling during normal business hours. Plexus agrees that it will obtain agreement from any third parties that will be given possession of Neoprobe owned tooling that such third parties will permit Neoprobe to inspect tooling during normal business hours.

5.03 Tooling Removal. Upon expiration or termination of this Agreement, Neoprobe shall have the night to take possession of and remove from the Plexus facility, all tooling owned by Neoprobe. The cost of removing and transferring such tooling shall be borne by Neoprobe. In addition to jigs, fixtures, and tooling, Neoprobe may take possession of a detailed assembly drawing for such tooling subject to the conditions stated. Plexus assumes no patent responsibility and gives no express warranty whatever on tooling and equipment removed and, other than warranty of title, such tooling is removed "as is."

ARTICLE VI. PLEXUS REPRESENTATIONS, & WARRANTIES

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information , has been replaced by "***" in this Exhibit.

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6.01 QSR Compliance. Plexus represents and warrants that, during the term of this Agreement it shall maintain its manufacturing facility in accordance with applicable local, state and Federal rules and regulations and that all Product manufactured pursuant to this Agreement shall be manufactured in accordance with all applicable local, state, and Federal rules and regulations and in accordance with applicable QSR requirements.

6.02 Product Within Specifications. Plexus represents and warrants that all Product shall be manufactured in strict accordance with the Specifications for such Product and shall be packaged and shipped in accordance with Neoprobe's approved packaging and shipping specifications.

6.03 Workmanship/Product Warranty. Subject to the limitations set forth in Section 6.04 below, PLEXUS EXPRESSLY WARRANTS THE WORK AS SET FORTH HEREIN. PLEXUS MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES). IN ADDITION, THE FOLLOWING SHALL CONSTITUTE THE EXCLUSIVE REMEDIES FOR NEOPROBE FOR ANY BREACH BY PLEXUS OF ITS WARRANTIES HEREUNDER. Plexus warrants the assemblies against all defects in workmanship where the assemblies do not conform to the agreed upon manufacturing specifications, for a period of one (1) year from date of shipment, provided agreed upon testing is conducted by Plexus prior to shipment, except as set forth below. If the material furnished contains a manufacturer's warranty, Plexus extends, to the extent possible, such manufacturer's warranty to Neoprobe. Plexus shall repair or replace, at Plexus's option and free of charge, any portion of the assemblies which is returned to Plexus's factory securely packaged, insured and with freight pre-paid within the warranty period, and which upon examination Plexus determines in its sole discretion to be defective in workmanship. Plexus will return the repaired or replaced assemblies to Neoprobe with freight pre-paid.

6.04 Limitations on Warranty. The warranty set forth in Section 6.03 herein does not apply to:

a) Any design deficiencies. Plexus expressly disclaims any warranty responsibility for design deficiency, and for infringement for the like.

b) Any modifications and/or alterations made to th Product, or any portion thereof, without the express written authorization of Plexus obtained in advance. If this is the case, all

warranties made herein are invalid and Neoprobe shall have no further remedies hereunder against Plexus.

c) Any defect, loss or damage resulting from theft loss, fire, misuse, abuse, negligence, vandalism, acts of God, accident, casualty, power failures or surges, alteration, modification or failure to follow installation, operation or maintenance instructions, or any other cause beyond Plexus's reasonable control.

d) Components incorporated into the Product.

IN NO EVENT, REGARDLESS OF CAUSE, SHALL PLEXUS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, WHETHER IN CONTRACT OR IN TORT, ARISING FROM ITS PERFORMANCE UNDER THIS AGREEMENT.

6.05 Training of Plexus Personnel. Plexus represents and warrants that all workmanship performed pursuant to this Agreement shall be performed by properly trained and authorized Plexus personnel in accordance with Plexus' quality system and standards.

6.06 Selection of Suppliers. Plexus agrees it shall use reasonable commercial efforts in selecting third party Component suppliers

ARTICLE VII. REGULATORY

7.01 Compliance with Regulations and Standards. The parties shall cooperate in providing, as required, information to governmental agencies in order to obtain and maintain necessary approvals to manufacture and

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market Product. Neoprobe shall be responsible for initiating interaction with regulatory authorities such as the FDA including MDR filing

7.02 Neoprobe Responsibilities. Neoprobe shall be responsible for ensuring that the Product covered by this Agreement complies with all applicable laws and regulations, including the Act and implementing regulations. Neoprobe responsibilities under this Section 7.02, include but are not limited to the following:

a) Ensuring that governmentally-required marketing authorizations, including any necessary FDA approvals or clearances, have been obtained;

b) Responsibility for the content of any label or labeling;

c) Preparation and submission of any required reports to governmental entities, including but not limited to medical device reports (MDR's);.

d) Determining whether any recall or other corrective action is required or appropriate, and developing, implementing and financing any voluntary or mandatory recall or corrective action.

e) Reviewing and approving the quality system prior to production of the Product.

7.03 Test Equipment. Neoprobe will provide Plexus with sufficient information to calibrate, operate, test and maintain any Neoprobe supplied equipment.

7.04 Software Validation. Neoprobe shall be responsible for the software validation of any embedded product software and the validation of all Neoprobe-supplied test equipment or test software, Neoprobe supplied production

equipment or software, and Neoprobe supplied firmware. Plexus is responsible for the validation of any Plexus software used in production or as part of the Quality System. The responsibilities described in this Section 7.04 also apply to any revisions of any software. Upon the request by Plexus, Neoprobe will provide Plexus with written certification that the validations in required by this Section 7.04 have been performed.

7.05 Corrective Actions. Plexus shall be responsible for conducting and documenting corrective and preventive actions based upon the analysis of the quality data available to Plexus. Quality data or information known to Neoprobe, but not provided to Plexus, shall not be included in the analysis of quality data, and Neoprobe shall be responsible for the analysis of data not provided to Plexus.

7.06 Component Traceability. Neoprobe shall be responsible for defining any "critical" components of the Product requiring component level traceability. Neoprobe must also select the appropriate component level or Product level traceability grade, in order to meet any applicable FDA requirements or regulations. Plexus is responsible for implementing the defined manufacturing-level traceability requirements and for ensuring that the appropriate manufacturing-level traceability records and associated records are retained for the duration of the Agreement. Unless otherwise specified in the Agreement, Plexus is not responsible for ensuring traceability of the Product covered by this Agreement after distribution to the end user(s).

7.07 Release of Nonconforming Product. Neoprobe may authorize in writing the release of nonconforming components or Product covered by this Agreement. Neoprobe must assess whether the use of the nonconforming Product will affect any regulatory submittals or requirements, and accept responsibility therefore.

7.08 Product Complaints. Neoprobe shall be responsible for all complaint handling, including but not limited to maintenance of complaint files, investigation of complaints, resolution of complaints, trending or otherwise analyzing complaints, and maintaining complaint-related records. Plexus shall cooperate with Neoprobe in Neoprobe's investigation of Product complaints. Neoprobe will promptly provide to Plexus copies of all

complaints received by Neoprobe that refer or relate to Product manufactured by Plexus and all adverse event reports to a governmental entity that refer or relate to Product manufactured by Plexus. Any complaints received by Plexus shall be forwarded to Neoprobe within five (5) working days. Plexus agrees to provide failure analysis and/or statistical defect analysis of Product covered by this Agreement, provided Neoprobe returns the product to Plexus' s facility. Neoprobe shall be responsible for all costs, including but not limited to freight and insurance, both to Plexus's facility and the return to Neoprobe. Plexus shall supply Neoprobe with copies of all such failure analyses for Neoprobe's files. If decontamination is required, Neoprobe and Plexus must mutually develop the required documentation procedures to be used on the returned Product.

7.09 Maintenance of Records. Plexus shall be responsible for maintaining the DHR and DMR for each lot or batch of Product, as well as the retention of such records in accordance with Neoprobe's record retention SOP that has been provided to Plexus by Neoprobe. Unless otherwise agreed to by the parties, records shall be returned to Neoprobe, at Neoprobe's cost, at the end of the applicable retention period

7.10 Plexus Cooperation In Regulatory Matters. Plexus agrees to cooperate fully with Neoprobe in connection with Neoprobe's handling of Neoprobe's obligatory regulatory matters such as adverse event reporting, complaint disposition, Product tracking, Product recalls and safety alerts. Plexus agrees to provide routine cooperation at no cost to Neoprobe. Neoprobe shall be responsible for costs incurred by Plexus as a result of its cooperation

with Neoprobe. In the event of any recall of any Product, caused by Plexus' sole negligence, and within product warranty as defined, (i) Plexus shall repair or replace, at Plexus's sole discretion, the recalled Product without charge to Neoprobe, and (ii) Plexus shall reimburse Neoprobe for its reasonable out-of-pocket expenses incurred in connection with such recall up to a maximum of *** in the aggregate (not per occurrence).

7.11 Facility Inspection. Neoprobe shall have the right, during reasonable business hours, and with reasonable prior notice, to audit all phases of Product manufacturing activities at Plexus in order to verify compliance with the Product Specifications and applicable regulatory requirements as they apply to Neoprobe's product. The cost of conducting such audits shall be borne by Neoprobe. Plexus agrees to give Neoprobe access during normal working hours to such records as are reasonably necessary to enable Neoprobe to conduct its audit, including quality control records, test records, DHRs, DMR, and to permit Neoprobe to review and copy such records, if applicable. Neoprobe's right of access to inspect and copy Confidential information of Plexus shall be restricted to those matters necessary to verify the compliance of Plexus with the Specifications and regulatory requirements.

7.12 Product Release. Unless otherwise agree to by the parties in writing, Product shall be "released" according to the following procedure:

a) Plexus shall send by facsimile, a copy of the DHR for a Control Unit to the "Designated Person" in Neoprobe's Regulatory Affairs, Quality Assurance group;

b) The Designated Person shall review the DHR and shall sign and date it, indicate approval or nonapproval and fax the DHR to Plexus;

c) Upon receipt of an approved DHR, Plexus shall b authorized to "release" Product for sale; and

d) Plexus shall ship released Product to Neoprobe' designated Product distribution center.

Notwithstanding the above, if Neoprobe receives an approved DHR, payment of the product shall not be withheld by Neoprobe unduly and Neoprobe shall pay all invoices net thirty (30) days after receipt of such invoice and receipt of Plexus' Certificate of Compliance.

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7.13 Responsibility for Meeting European Requirements. The parties shall be responsible for meeting European regulatory requirements as follows:

a) Neoprobe is responsible for making the appropriate arrangements with its Notified Body before Plexus will apply the CE mark to the Product.

b) Neoprobe must inform the Notified Body that Plexus will apply the CE mark, when applicable.

c) Plexus shall be responsible for notifying Neoprobe of any reports of "incidents" or "near incidents", which allege death or serious injury to a patient.

d) Neoprobe is responsible for any subsequent reporting to the Competent Authorities of the EEA (European Economic Area).

e) Neoprobe is responsible for conducting any advisory notices or recall that are required on medical product manufactured by Plexus and sold by Neoprobe in the EU area.

f) Plexus is responsible for retaining the appropriate medical records for the lifetime of the medical device. Since Plexus does not have access to date describing the lifetime of the medical device, Plexus will retain the appropriate medical records as required, or until the Agreement with Neoprobe ends.

7.14 ISO 9000 Certification. Plexus Electronic Assembly Corporation (manufacturing) is Certified ISO 9002; Plexus Technology Group Incorporated (product design/development) is Certified ISO 9001. Plexus agrees that it shall maintain its ISO certification at all times during the term of this Agreement. Plexus agrees to immediately notify Neoprobe of any change in its ISO Certification status. Plexus agrees to provide copies of its ISO certifications to Neoprobe as they are renewed.

ARTICLE VIII. TERM & TERMINATION

8.01 Term. Unless earlier terminated by the parties pursuant to this Article VIII, the term of this Agreement shall be from the Effective Date until December 31, 2003; provided however, that the term of this Agreement may be extended for additional one (1) year periods by mutual written agreement of the parties given no later than six (6) months prior to the termination date.

8.02 Early Termination by Neoprobe. Beginning January 1, 2001, Neoprobe may terminate this Agreement for any reason upon six (6) months prior written notice to Plexus. During the notice period, Plexus shall use reasonable commercial efforts to control costs during the notice period and to minimize any cost liability accruing to Neoprobe pursuant to Section 8.06.

8.03 Termination for Material Breach. Either party may terminate this Agreement in the event of a material breach by the other, provided that the party asserting such breach first serves written notice of the alleged breach on the offending party and such alleged breach is not cured within thirty (30) days of said notice.

8.04 Termination for Insolvency. In the event that either party shall become insolvent or shall suspend its business, or shall file a voluntary petition or any answer admitting the jurisdiction of the court and the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of all or a substantial part of its property (such party, upon the occurrence of any such event, a "Bankrupt Party"), then to the extent permitted by law the other party hereto may thereafter immediately terminate this Agreement by giving notice of termination to the Bankrupt Party.

8.05 Termination for Failure to Supply. Notwithstanding the provisions of Section 13.01, in the event Plexus is unable to supply Product to Neoprobe for a *** period due to a delay caused by Plexus, Neoprobe shall have the right to terminate this Agreement upon *** prior to notice to Plexus. If Plexus is able to resume supply of substantially all of Neoprobe's requirements during such *** period, this Agreement shall remain in full force and effect.

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8.06 Early Termination Liability. In the event of an early termination of this Agreement by Neoprobe pursuant to Section 8.02 or by Plexus pursuant to Section 8.03 or Section 8.04, Neoprobe shall be responsible for payment for all Product scheduled for delivery, for the cost of all materials in inventory or on order as reflected by open Purchase Orders, for component price adjustments caused by Neoprobe purchase order cancellations, and for noncancelable and non returnable materials. Plexus shall use all reasonable efforts to minimize any and all purchase order cancellation charges, billbacks, and/or restocking charges.

8.07 Rights or Obligations Upon Termination. Termination of this Agreement, for whatever reason, shall not affect any rights or obligations which may have accrued to either party prior to the effective date of termination.

8.08 Confidentiality Upon Termination. The obligations of confidentiality in Article X and of Indemnification as provided in Article XI shall survive the expiration or termination of this Agreement.

ARTICLE IX. INTELLECTUAL PROPERTY

9.01 Right to Use Plexus' Proprietary Information. Plexus hereby grants to Neoprobe and Neoprobe hereby accepts an irrevocable royalty-free nonexclusive right to use all Confidential Information of Plexus to the extent the use of such Confidential Information is needed to assemble Product in accordance with the Specifications. In the event of termination of this Agreement by Neoprobe pursuant to Section 8.02 or by either party pursuant to Section 8.04, Neoprobe shall, with prior written approval of Plexus, such consent not to be unreasonably withheld have the right to grant a sublicense to a third party to use such Confidential Information to the extent necessary to enable a third party to manufacture Product on behalf of Neoprobe

9.02 Intellectual Property Rights. All patents, copyrights, trademarks, or other rights pertaining to inventions, developments, or improvements made in the course of the work performed by Plexus hereunder are the property of Neoprobe. Plexus will, upon written direction from Neoprobe, execute any and all papers and documents prepared or submitted by Neoprobe as may be reasonably required to transfer or secure to Neoprobe full title and authority over such rights. Plexus will be compensated by Neoprobe for time and expense as incurred in this obligation at the then current billing rates for those of its employees necessary for these purposes.

9.03 Rights to Neoprobe's Intellectual Property. No rights are granted hereunder to Plexus under any patents, trademarks or copyrights owned or controlled by Neoprobe except as are incidental only to the manufacture of Product by Plexus for Neoprobe.

9.04 Indemnity for Infringement. Neoprobe shall assume all responsibility for determining whether the Product to be manufactured by Plexus infringes on any patent, copyright or trademark held by a third party, and Neoprobe shall indemnify and hold harmless Plexus from any liability, including legal costs and expenses, damages and attorney fees arising from any claim demand or suit, made by a third party based on allegations or claims that the Product or any design, patent, copyright, or trademark used in connection with the Product constitutes an infringement of any patent, trademark or copyright of the United States or any foreign county held by such third party. In the event any such claim or suit is asserted or instituted against Plexus, Plexus shall promptly notify Neoprobe of the assertion of any such allegation or claim. Neoprobe shall thereupon assume responsibility for and conduct the defense of each assertion or suit at its expense, and reasonable information and assistance for the defense of same shall be provided by Plexus for which Plexus will be compensated for time and expenses at its current billing rate. Plexus shall have the right, at its expense, to be represented in the defense of any such assertion or suit by counsel of its own selection.

ARTICLE X. CONFIDENTIALITY

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information , has been replaced by "***" in this Exhibit.

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10.01 Confidential Information. Each party ("Receiving Party") shall maintain in confidence all information heretofore or hereafter disclosed by the other ("Disclosing Party") which such party knows or has reason to know are trade secret and other proprietary information owned by or licensed to the other, including, but not limited to, information relating to the Product and licenses, patents, patent applications, technology or processes and business plans of the other party, including, without limitation, information designated

as confidential in writing from one party to the other (all of the foregoing hereinafter referred to as "Confidential Information"), and shall not use such Confidential Information except as permitted by this Agreement or disclose the same to anyone other than those of its officers, directors or employees as are necessary in connection with such party's activities as contemplated by this Agreement. Each party shall use its best efforts to ensure that its officers, directors and employees do not disclose or make any unauthorized use of such Confidential Information. Each party shall notify the other promptly upon discovery of any unauthorized use or disclosure of the other's Confidential Information.

10.02 Limitations on Confidentiality. The obligation of confidentiality contained in this Article X shall not apply to the extent that: i) the Receiving Party is required to disclose information by applicable law, regulation or order of a governmental agency or a court of competent jurisdiction; ii) the Receiving Party can demonstrate that the disclosed information was at the time of disclosure already in the public domain other than as a result of actions or failure to act of the Receiving Party, its officers, directors or employees, in violation hereof, iii) the disclosed information was rightfully known by the Receiving Party (as shown by its written records) prior to the date of disclosure to the Receiving Party in connection with this Agreement; or iv) the disclosed information was received by the Receiving Party on an unrestricted basis from a source which is not under a duty of confidentiality to the other party.

10.03 Disclosure Required by Law. In the event that the Receiving Party shall be required to make disclosure pursuant to the provisions of Section 10.02 (i) as a result of the issuance of a court order or other government process, the Receiving Party shall promptly, but in no event more than forty-eight (48) hours after learning of such court order or other government process, notify, by personal delivery or facsimile, all pursuant to Section 12.04 hereof, the Disclosing Party and, at the Disclosing Party's expense, the Receiving Party shall: i) take all reasonably necessary steps requested by the Disclosing Party to defend against the enforcement of such court order or other government process; and ii) permit the Disclosing Party to intervene and participate with counsel of its choice in any proceeding relating to the enforcement thereof.

10.04 Equitable Remedies for Breach of Confidentiality. The parties acknowledge that their failure to comply with the provisions of Section 10.0 1 of this Article X may cause irreparable harm and damage to the name and reputation of the other party for which no adequate remedy may be available at law. Accordingly, the parties agree that upon a breach by a party of such provisions, the nonbreaching party may, at its option, enforce the obligations of the breaching party under those provisions by seeking equitable remedies in a court of competent jurisdiction.

ARTICLE XI. INDEMNIFICATION

11.01 Plexus Indemnity. Plexus agrees to indemnify, protect and defend Neoprobe and hold Neoprobe harmless from and against any claims, damages, liability, harm, loss, costs, penalties, lawsuits, threats of lawsuit, or other governmental action, including reasonable attorneys' fees, brought or claimed by any third party which: (i) arise solely as the result of Plexus' solely negligent or intentional breach of this Agreement or of warranty or representation made to Neoprobe under this Agreement; or, (ii) which result from any claim made against Neoprobe as a result of Plexus' solely negligent or intentional supply of defective Product to Neoprobe and as a result of Plexus' manufacturing processes only; provided however, that Plexus will not be liable for errors, or expenses which may be incurred in its performance of the work under this Agreement which results from the engineering and/or design of the Product, or from Plexus' reliance upon information, technological records, sketches, drawings, or prototypes furnished by Neoprobe or Neoprobe's design engineering firm.

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11.02 Neoprobe Indemnity. Neoprobe agrees to indemnify, protect, and defend Plexus and hold Plexus harmless from and against any claims, damages, liabilities, harm, loss, costs, penalties, lawsuits, threats of lawsuit, recalls or other governmental action, including reasonable attorneys' fees, brought or claimed by any third party, which: (i) arise out of Neoprobe's negligent or intentional breach of this Agreement or of any warranty or representation to Plexus under this Agreement; or, (ii) result from the negligent acts or willful malfeasance on the part of Neoprobe or its employees or agents, in connection with Neoprobe's sale, marketing or distribution of Product or other activities or actions in connection with the Product.

11.03 Notice of Defense of Actions. Each party shall give the other prompt notice of any potential liability, and promptly after receipt by a party claiming indemnification under this Article XI of notice of the commencement of any action, such indemnified party shall notify the indemnifying party of the commencement of the action and generally summarize such action. The indemnifying party shall have the right to participate in and to assume the defense of such action with counsel of its choosing. An indemnified party shall not have the right to direct the defense in such an action of an indemnified party if counsel to such indemnified party has reasonably concluded that there may be defenses available to it that are different from or additional to those available to the indemnifying party; provided, however, that in such event, the indemnifying party shall bear the fees and expenses of separate counsel reasonably satisfactory to the indemnifying party. The failure to notify an indemnifying party promptly of the commencement of any such action, if prejudicial to the ability to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Article XI. No settlement of any claim or action may be made without the consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed.

ARTICLE XII. GENERAL WARRANTY

12.01 General Warranty. Each Party hereby represents and warrants that:

a) it has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein;

b) this Agreement and the provisions hereof constitute the valid and legally binding obligations of each party and do not require the consent, approval or authorization of any Person, public or governmental authority or other entity;

c) he execution and delivery of this Agreement by each party, and the performance of a Party's obligations hereunder, are not in violation of breach of, and will not conflict with or constitute a default under, the Articles of Incorporation or Bylaws of either Party, or any material agreement, contract, commitment or obligation to which either Neoprobe or Plexus is a party or by which either of it is bound; and

d) will not conflict with or violate any applicable law, rule, regulation, judgment, order or decree of any governmental. agency or court having jurisdiction over either party or its assets or properties.

ARTICLE XIII. MISCELLANEOUS

13.01 Force Majeure. Neither of the parties to this Agreement shall be liable to the other party for any loss, injury, delay, damage or other casualty suffered or incurred by such other party due to strikes, lockouts, accidents, fire, embargoes, explosions, floods, war, governmental action or any other cause similar thereto which is beyond the reasonable control of such other party and any failure or delay by a party in the performance of any of its obligations under this Agreement shall not be considered as a breach of this Agreement due to, but only so long as there exists, one or more of the foregoing causes; provided, however, that if Plexus cannot complete an order within ninety (90) days due to any such cause, Neoprobe may cancel the order without liability to Plexus, except for product assemblies, parts or components already in inventory, but not yet shipped, non-cancelable and non- returnable components and work already in progress.

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13.02 Relationship. This Agreement shall not be construed to create between the parties hereto or their respective successors or permitted assignees the relationship of principal and agent, joint-venturers, copartners or any other similar relationship, the existence of which is hereby expressly denied by each party. Neither party shall be liable to any third party in any way for engagement, obligation, contract, representation or transaction or for any negligent act or omission to act of the other except as expressly provided.

13.03 Governing Law. The parties hereby agree that this Agreement shall be governed by and will be construed in accordance with the laws of the State of Wisconsin, irrespective of the conflicts of laws provisions thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Wisconsin in any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding may be determined by such courts. The parties hereby waive, to the fullest extent possible, the defense of an inconvenient forum to the maintenance of such action or proceeding, and the parties agree that a final judgement in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other matter provided by law.

13.04 Arbitration. Unless otherwise agreed to in writing by the parties, any controversy or claim arising out of or relating to this Agreement, or the parties' decision to enter into this Agreement, or the breach thereof, shall be settled by arbitration through the American Arbitration Association and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration proceeding shall be conducted and presided over by a single neutral arbitrator chosen pursuant to American Arbitration Association procedures. Decision of the arbitrator shall be final, binding, and not subject to appeal or review; provided that, either party may request that the arbitrator review and reconsider his or her decision, in whole or in part. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Neenah, Wisconsin and the arbitrator shall apply the substantive law of Wisconsin except that the interpretation and enforcement of this arbitration provision shall be governed by the federal Arbitration Act. The arbitrator shall not award either party punitive damages and the parties shall be deemed to have waived any right to such damages.

13.05 Notice. All notices, proposals, submissions, offers, approvals, agreements, elections, consents, acceptances, waivers, reports, plans, requests, instructions and other communications required or permitted to be made or given hereunder (all of the foregoing hereinafter collectively referred to as "Communications") shall be in writing, and shall be deemed to have been duly made or given when: i) delivered personally with receipt acknowledged; or ii) sent by registered or certified mail or equivalent, return receipt requested; or iii) sent by facsimile or telex; or iv) sent by recognized overnight courier for delivery within twenty-four (24) hours, in each case addressed or sent to the parties at the following addresses and facsimile numbers or to such other or additional address or facsimile as any party shall hereafter specify by Communication to the other party:

To Neoprobe: David C. Bupp
President & CEO
Neoprobe Corporation
425 Metro Place North, Suite 300
Dublin, Ohio 43017
Fax No. (614) 7937520

With a Copy to: Carl M. Bosch
Vice President, Instrument Development
Neoprobe Corporation

425 Metro Place North, Suite 300
Dublin, Ohio 43017
Fax No. (614) 7937520

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information , has been replaced by "***" in this Exhibit.

Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

To Plexus: Strategic Customer Manager
Plexus Corp.
55 Jewelers Park Drive
P.O. Box 156
Neenah, Wisconsin 549570156
Fax No.: (920) 7206700

With a Copy to: Joseph D. Kaufman
Vice President
Law and Administration
Plexus Corp.
55 Jewelers Park Drive
P. O. Box 156
Neenah, WI 54957-0156
Fax No. (920)751-3234

Notice of change of address shall be deemed given when actually received, all other Communications shall be deemed to have been given, received and dated on the earlier of: when actually received, or on the date when delivered personally; ii) one (1) day after being sent by facsimile, cable, telex (each promptly confirmed by a writing as aforesaid) or overnight courier; or iii) four (4) business days after mailing.

13.06 Legal Construction. In case any one or more of the provisions contained in this Agreement shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid and unenforceable provision in light of the tenor of this Agreement, and, upon so agreeing, shall incorporate such substitute provision in this Agreement.

13.07 Entire Agreement, Modifications, Consents, Waivers. This Agreement together with the Exhibits hereto contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Each party hereto may, by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Agreement on the part of such other party to be performed or complied with. The waiver by either party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

13.08 Section Headings; Construction. The section headings and titles contained herein are each for reference only and shall not be deemed to affect the meaning or interpretation of this Agreement. The words "hereby", "herein", "hereinabove". "hereinafter", "hereof' and "hereunder", when used anywhere in this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural, the conjunctive shall include the disjunctive and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

13.09 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all

such counterparts shall constitute one and the same instrument, binding on all of the parties hereto.

ARTICLE XIV. BINDING EFFECT, ASSIGNMENT

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information , has been replaced by "***" in this Exhibit.

Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

In entering into this Agreement, each party hereto has relied upon the expertise and capabilities of the other. Accordingly, neither party may directly or indirectly assign, delegate, encumber or in any other manner transfer any of its rights, remedies, obligations, liabilities or interests in or arising under this Agreement, without the prior consent of the other, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, delegation, encumbrance or other transfer in violation of this Agreement shall be void and of no effect, and shall be a material breach hereof.

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

PLEXUS CORP.	NEOPROBE CORPORATION
By: /s/ Chuck Williams	By: /s/ David C. Bupp
Name: Chuck Williams	Name: David C. Bupp
Title: Vice President	Title: President, C.E.O.

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this information, has been replaced by "***" in this Exhibit.

Omitted portions of this Exhibit are subject to a Request for Confidential Treatment under Rule 24b-2.

EXHIBIT 1.13

PRODUCTS

Plexus Part #	Description	Neoprobe Model #
***	***	***
***	***	***

Text which has been omitted and filed separately under Rule 24b-2, pursuant to which Neoprobe Corporation has requested confidential treatment of this

information, has been replaced by "***" in this Exhibit.

Exhibit 11.1

<TABLE>

NEOPROBE CORPORATION AND SUBSIDIARIES
COMPUTATION OF NET LOSS PER SHARE

<CAPTION>

	Three Months Ended March 31, 2000	1999
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Loss attributable to common stockholders	$ (791,530)	$(3,119,272)
Weighted average number of shares outstanding:		
Weighted average common shares outstanding beginning of period	23,046,644	22,887,910
Weighted average common shares issued during period	2,348,083	60,444
Weighted average number of shares outstanding used in computing basic net loss per share	25,394,727	22,948,354
Weighted average number of shares outstanding used in computing diluted net loss per share	25,394,727	22,948,354
Loss per share attributable to common stockholders:		
Basic	$ (0.03)	$ (0.14)
Diluted	$ (0.03)	$ (0.14)

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