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VIA MESSENGER

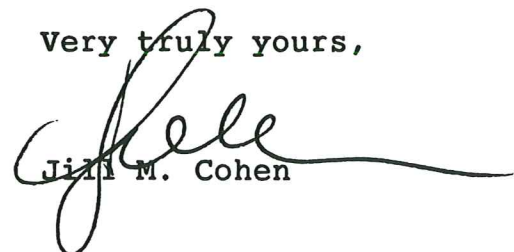
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Re: Elan/Burzynski

Dear Richard:

After its continued due diligence investigation and receipt of your comments on the proposed agreements between Elan and Burzynski, Elan has determined that it is not in its best interest to enter into a license or supply agreement with Dr. Burzynski or the Burzynski Research Institute. As we have discussed before, Elan has significant doubt as to whether the active substances comprising AS 2-1 have patent protection, thereby rendering an exclusive license and supply agreement meaningless. As Dr. Burzynski's representation that the licensed products are included in a patent owned by him or the Institute was, of course, integral to the proposed license and relied on by Elan in entering into the letter of intent, the lack of patent coverage clearly constitutes a material misrepresentation by Dr. Burzynski. In view of this misrepresentation, Elan is entitled to a full refund of the \$150,000 advance of the license issue fee paid by it upon the signing of the letter of intent, which should be forwarded directly to Elan upon receipt of this letter.

Very truly yours,


Jill M. Cohen

JMC:brf

cc: Stanislaw Burzynski, M.D.