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

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

ANGIODYNAMICS, INC.

(Name of Issuer)

Common Stock, \$.01 par value per share

(Title of Class of Securities)

03457V101

(CUSIP Number)

Linda B. Stern
23 I.U. Willets Road
Old Westbury, New York 11568
(516) 997-0468

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

(Copy to)
Scott M. Tayne, Esq.
Davies Ward Phillips & Vineberg LLP
625 Madison Ave, 12th Floor
New York, NY 10022
(212) 308-8866

May 1, 2006

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See section 240.13d-7 for other parties to whom copies are to be sent.

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Estate of Howard S. Stern. EIN: 26-6028365		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) <div style="text-align: right;"> (a) <input type="checkbox"/> (b) <input type="checkbox"/> </div>		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (See Instructions) Not Applicable		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <div style="text-align: right;"><input type="checkbox"/></div>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION New York State		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7.	SOLE VOTING POWER	0
	8.	SHARED VOTING POWER	1,673,912
	9.	SOLE DISPOSITIVE POWER	0
	10.	SHARED DISPOSITIVE POWER	1,673,912
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,673,912		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 10.8%		
14.	TYPE OF REPORTING PERSON 00		

1.	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) Linda B. Stern.		
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) <input type="checkbox"/> (a) <input type="checkbox"/> (b)		
3.	SEC USE ONLY		
4.	SOURCE OF FUNDS (See Instructions) Not Applicable		
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>		
6.	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7.	SOLE VOTING POWER	74,891
	8.	SHARED VOTING POWER	1,673,912
	9.	SOLE DISPOSITIVE POWER	74,891
	10.	SHARED DISPOSITIVE POWER	1,673,912
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,748,803		
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>		
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.3%		
14.	TYPE OF REPORTING PERSON IN		

Introduction

This Amendment No. 1 to Schedule 13D amends the Schedule 13D (the "Statement") filed by Linda B. Stern ("Linda Stern" or "Mrs. Stern") and the Estate of Howard Stern (the "H. Stern Estate" and, with Linda Stern, the "Reporting Persons") on January 23, 2006, relating to the acquisition of beneficial ownership of shares of common stock, par value \$0.01 per share (the "AngioDynamics Common Stock"), of AngioDynamics, Inc. ("AngioDynamics"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings set forth in the Statement and, unless amended hereby, all information previously filed remains in effect.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Statement is hereby deleted and replaced in its entirety by the following:

Howard S. Stern ("Howard Stern" or "Mr. Stern") died on December 28, 2005. At the time of his death, Mr. Stern beneficially owned 1,748,803 shares of AngioDynamics Common Stock, including options for 101,897 shares, of which 74,891 shares were jointly owned, with right of survivorship, with Linda Stern. Mr. Stern obtained these shares in October, 2004, in connection with the distribution by E-Z-EM, Inc. to its stockholders of all of the AngioDynamics Common Stock that it owned, and he received the options as a director of AngioDynamics. Upon Mr. Stern's death, Linda Stern became the sole beneficial owner of the 74,891 shares previously held jointly with Mr. Stern. On January 13, 2006, the Nassau County Surrogate's Court issued Letters Testamentary appointing Linda Stern, Mr. Stern's wife, the executor of the H. Stern Estate under the last will and testament of Howard Stern (the "H. Stern Will"). Under the H. Stern Will, Mrs. Stern is a discretionary beneficiary of a "credit shelter" trust, the sole lifetime beneficiary of a "QTIP" trust, which is the beneficiary of one-half of Mr. Stern's residuary estate, and the direct outright beneficiary of the other half of the residuary estate. She is also a co-trustee of the two trusts. Substantially all of the shares of AngioDynamics Common Stock owned by the H. Stern Estate, or proceeds from the sale thereof, will pass into Mr. Stern's residuary estate.

Item 4. Purpose of Transaction

Item 4 of the Statement is hereby amended by adding the following immediately before the last paragraph thereof:

On May 1, 2006, in connection with a contemplated public offering by AngioDynamics of AngioDynamics Common Stock pursuant to a registration statement on Form S-3 (registration no. 333-133748) filed with the Securities and Exchange Commission on May 2, 2006 (the "Offering"), the Reporting Persons entered into identical letter agreements with RBC Capital Markets Corporation ("RBC") pursuant to which they agreed not make any sales, transfers or other dispositions of AngioDynamics Common Stock owned by them for 90 days following the effective date of the Offering (which was May 23, 2006), subject to exceptions for *bona fide* gifts, dispositions to family trusts, dispositions to heirs and assigns, private sales and sales pursuant to the terms of the Internal Revenue Service private letter ruling dated February 6, 2004 (the "PLR") obtained by E-Z-EM, Inc., the former parent company of AngioDynamics, in connection with the initial public offering of AngioDynamics and the subsequent spin-off by E-Z-EM, Inc. to its stockholders of the shares of AngioDynamics Common Stock it owned. Under the terms of the PLR, Mr. Stern was permitted to sell, in any calendar year, shares of AngioDynamics Common Stock in amounts aggregating up to one percent (1%) of the issued and outstanding shares of AngioDynamics Common Stock. The letter agreement between each Reporting Person and

RBC is filed as Exhibit 10.8 to this Amendment No. 1 and incorporated by reference into this Item 4.

On May 26, 2006, Mrs. Stern entered into a sales plan for AngioDynamics Common Stock with Goldman, Sachs & Co. ("Goldman, Sachs"). The sales plan is intended to comply with the requirements of Rule 10b5-1(c) under the Securities Exchange Act of 1934. The sales plan, which will terminate no later than December 29, 2006, provides for sales through Goldman, Sachs of up to 74,000 shares of AngioDynamics Common Stock during the term of the plan, commencing in July 2006. Mrs. Stern has adopted the sales plan for diversification and liquidity purposes. Mrs. Stern may modify the sales plan from time to time or terminate the plan in accordance with its terms. The sales plan with Goldman, Sachs is filed as Exhibit 10.9 to this Amendment No. 1 and is incorporated by reference into this Item 4.

Item 5. Interest in Securities of the Issuer.

Items 5 (a) and (b) of the Statement are hereby deleted and replaced in their entirety by the following:

- (a) The H. Stern Estate has direct beneficial ownership of 1,673,912 shares of AngioDynamics Common Stock, which include an aggregate of 101,116 shares subject to options that became immediately exercisable in full upon Mr. Stern's death, and which constitute 10.8% of the issued and outstanding shares of AngioDynamics Common Stock. The number of shares, exercise prices and expiration dates of the options are as follows:

No. of Shares	Exercise Price per Share	Expiration Date
781	\$ 4.40	6/28/06
781	\$ 4.72	6/28/06
86,773	\$ 4.35	12/28/06
781	\$ 9.80	12/28/06
6,000	\$ 13.18	12/28/06
6,000	\$ 24.21	12/28/06

Linda Stern has direct beneficial ownership of 74,891 shares of AngioDynamics Common Stock that were held by her and Howard Stern as joint tenants with right of survivorship as of the date of his death. In addition, as executor of the H. Stern Estate, Mrs. Stern is deemed to share beneficial ownership of all of the shares of AngioDynamics Common Stock beneficially owned by the H. Stern Estate, for total beneficial ownership of 1,748,803 shares. Such shares represent 11.3% of the outstanding shares of AngioDynamics Common Stock.

The percentage beneficial ownership of Linda Stern and the H. Stern Estate set forth in this Item 5 is based on 15,453,103 shares of AngioDynamics Common Stock, inclusive of the options set forth in the above table, outstanding as of May 30, 2006.

- (b) Linda Stern has sole voting and dispositive rights with respect to the 74,891 shares of AngioDynamics Common Stock she owns directly. The H. Stern

Estate and Mrs. Stern share voting and dispositive rights with respect to the 1,674,693 shares of AngioDynamics Common Stock owned directly by the H. Stern Estate.

Item 5(c) of the Statement is hereby amended by adding the following at the end thereof:

On May 25, 2006, the H. Stern Estate exercised options for 781 shares of AngioDynamics Common Stock. The exercise price was \$9.80 per share and the options were to expire on May 29, 2006. On the same day, the H. Stern Estate sold the 781 shares acquired upon the exercise of such options on The Nasdaq National Market for a sales price of \$25.95 per share.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 of the Statement is hereby amended by adding the following at the end thereof:

On May 1, 2006, in connection with the Offering, the Reporting Persons entered into identical letter agreements with RBC regarding any sales, transfers or other dispositions of their shares of AngioDynamics Common Stock for 90 days following the effective date of the Offering. The description of the agreements with RBC set forth in Item 4 of this Amendment No. 1 to the Statement is incorporated by reference into this Item 6.

On May 26, 2006, Mrs. Stern entered into a Rule 10b5-1 sales plan with Goldman, Sachs for the sale of shares of AngioDynamics Common Stock. The description of the sales plan set forth in Item 4 of this Amendment No.1 to the Statement is incorporated by reference into this Item 6.

Item 7. Material to be Filed as Exhibits.

[10.8 Letter Agreement between RBC Capital Markets Corporation and each of \(i\) Linda B. Stern and \(ii\) the Estate of Howard S. Stern, dated May 1, 2006.](#)

[10.9 Sales Plan dated May 26, 2006 between Linda B. Stern and Goldman, Sachs & Co.](#)

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, the undersigned hereby certifies that the information contained in this statement is true, complete and correct.

Dated: May 31, 2006.

ESTATE OF HOWARD S. STERN

By: /s/ Linda B. Stern

Name: Linda B. Stern

Title: Executor

/s/ Linda B. Stern

Linda B. Stern

LOCK UP AGREEMENT

May 1, 2006

RBC Capital Markets Corporation
One Liberty Plaza
165 Broadway
New York, NY 10006

Re: AngioDynamics, Inc. (the "Company")

Ladies and Gentlemen:

The undersigned is an owner of record or beneficially, or a pledgee of, certain shares of common stock of the Company ("Common Stock") or securities convertible into or exchangeable or exercisable for Common Stock. The Company proposes to carry out a public offering of Common Stock (the "Offering") for which you will act as representatives (the "Representatives") of the several underwriters (the "Underwriters"). The undersigned recognizes that the Offering will be of benefit to the undersigned and will benefit the Company by, among other things, raising additional capital for its operations. The undersigned acknowledges that you will be relying upon the representations and agreements of the undersigned contained in this letter in carrying out the Offering and in entering into underwriting arrangements with the Company with respect to the Offering (the "Underwriting Agreement").

In consideration of the foregoing, the undersigned hereby agrees that for a period of 90 days from the date of the final prospectus relating to the Offering the undersigned will not, without the prior written consent of RBC Capital Markets Corporation (which such consent may be withheld in its sole discretion), directly or indirectly, (i) sell, offer to sell, contract to sell, hypothecate, pledge, loan, grant any option to purchase or otherwise transfer or dispose of, or file (or participate in the filing of) a registration statement with the Securities and Exchange Commission (the "Commission") in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder with respect to, any Common Stock of the Company or any securities convertible into or exercisable or exchangeable for Common Stock, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or (iii) publicly announce an intention to effect any transaction specified in clause (i) or (ii).

Notwithstanding the foregoing, this letter agreement (this "Agreement") shall not apply to (a) the sale of any Common Stock to the Underwriters pursuant to Underwriting Agreement, (b) a bona fide gift or gifts, provided the recipient or recipients thereof agree in writing to be bound by the terms of this Agreement, (c) dispositions to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned, provided that such trust

agrees in writing to be bound by the terms of this Agreement, (d) dispositions effected to the heirs or assigns of the undersigned, provided that such heir or assign agrees in writing to be bound by the terms of this Agreement, (e) sale of any Common Stock in a private transaction not effected from or through a broker or dealer on a securities exchange, or through an inter-dealer quotation system or electronic communications network or (f) the sale of any Common Stock executed pursuant to the terms of paragraph (g) of the private letter ruling received by E-Z-EM, Inc. on February 6, 2004. For purposes of this paragraph, "immediate family" shall mean the undersigned and the spouse, lineal descendant, father, mother, brother or sister of the undersigned.

The undersigned agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of shares of Common Stock or securities convertible into or exchangeable or exercisable for Common Stock held by the undersigned except in compliance with the foregoing restrictions.

The undersigned understands that the Company, the Underwriters and the Representatives will proceed with the Offering in reliance on this Agreement. If (i) the Company notifies you in writing that it does not intend to proceed with the Offering, (ii) the registration statement filed with the Securities and Exchange Commission with respect to the Offering (the "Registration Statement") is withdrawn, (iii) for any reason the Underwriting Agreement shall be terminated prior to the time of purchase (as defined in the Underwriting Agreement), or (iv) the closing of the offering, as set forth in Section 2(b) of the Underwriting Agreement, has not occurred on or before July 31, 2006, this Agreement shall be terminated and the undersigned shall be released from its obligations hereunder. The undersigned acknowledges that the Company's intentions with respect to the Offering represent confidential information of the Company, and the undersigned agrees to keep this information confidential prior to the filing of the Registration Statement.

This Agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned.

Yours very truly,

Signature

Printed Name of Holder

Printed Name of Person Signing
(and indicate capacity of person signing as if signing
custodian, trustee, or on behalf of
an entity)

Sales Plan

Sales Plan, dated as of the date set forth on the signature page (the "Sales Plan"), between Linda Stern ("Seller") and Goldman, Sachs & Co. ("Broker").

WHEREAS, Seller desires to establish the Sales Plan to sell shares of common stock, par value \$0.01 per share (the "Stock"), of AngioDynamics, Inc. (the "Issuer") in accordance with the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as further set forth herein;

NOW, THEREFORE, Seller and Broker hereby agree as follows:

1. Broker shall effect one or more sales (each a "Sale") of shares of Stock (the "Shares") as further set forth in the attached Annex A to this Sales Plan. All orders will be deemed day market orders only and not held unless otherwise specified in Annex A.
 2. Seller is subject to certain limitations as set forth in a private letter ruling from the IRS that provides that Sales of the Issuer's Stock should only occur on the same date that Seller sells shares of E-Z-EM, Inc., and in the same proportion to the outstanding shares of each of the Issuer and E-Z-EM, Inc., respectively. It is the understanding of the parties to this Sales Plan that Seller and Broker will also enter into a separate sales plan relating to the sale by Seller of certain of its shares of common stock in E-Z-EM, Inc. (the "EZEM Sales Plan") and that the commencement of Sales under this Sales Plan is conditioned on the effectiveness of the EZEM Sales Plan and the commencement of Sales thereunder. Annex A of this Sales Plan and Annex A of the EZEM Sales Plan contemplate Sales of ANGO and EZEM, respectively, such that Sales under each plan are to be made on the same Trading Day and in the same proportion to the outstanding shares of each of the Issuer and E-Z-EM, Inc., respectively.
 3. This Sales Plan shall become effective as of the date hereof (the "Effective Date") and Sales shall commence under Annex A on the first trading day of the calendar month immediately following the Effective Date, provided that if the first trading day of the month immediately following the Effective Date is less than 30 calendar days from the Effective Date, then Sales shall commence on the first trading day of the next proceeding calendar month. This Sales Plan shall terminate on the earliest of (a) December 29, 2006, (b) the date on which Broker has sold all Shares specified in Annex A, (c) the date that this Sales Plan is terminated in accordance with paragraph 12 below, (d) the date Broker receives notice of the death or dissolution of Seller or (e) the date that the EZEM Sales Plan is terminated in accordance with the provisions thereof (the period commencing on the Effective Date and ending on the earliest to occur of (a), (b), (c), (d) or (e) being referred to herein as the "Plan Sales Period").
 4. Seller understands that Broker may effect Sales hereunder jointly with orders for other sellers of Stock of the Issuer and that the average price for executions resulting from bunched orders will be assigned to Seller's account.
 5. Seller represents and warrants that, as of the date hereof, Seller is not aware of material, nonpublic information with respect to the Issuer or any securities of the Issuer
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(including the Stock) and is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

6. It is the intent of the parties that this Sales Plan comply with the requirements of Rule 10b5-1(c)(1)(i)(B) under the Exchange Act and this Sales Plan shall be interpreted to comply with the requirements of Rule 10b5-1(c). Seller has consulted with Seller's own advisors as to the legal and tax aspects of Seller's adoption and implementation of this Sales Plan.

7. Seller represents that Seller may be deemed an "affiliate" of the Issuer as that term is defined under Rule 144 of the Securities Act of 1933. Seller shall not take, and shall not cause any person or entity with which he or she would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 to take, any action that would cause the Sales not to comply with Rule 144. Seller has provided Broker with five (5) executed, partially completed Forms 144, which Broker will complete and file on behalf of the Seller. Seller understands and agrees that unless otherwise agreed or instructed, Broker will make one Form 144 filing as necessary at the beginning of each three-month period commencing prior to the first Sale to be effected pursuant to this Plan, and that such Form 144 shall specify that the Sales are being effected in accordance with a Sales Plan intended to comply with Rule 10b5-1. Seller agrees to provide Broker with such information as is reasonably necessary for Broker accurately and timely to complete the Forms 144.

8. Seller represents and warrants that, except for the requirements set forth herein, including the Rule 144 requirements, there are no contractual, regulatory, or other restrictions applicable to the Sales contemplated under this Sales Plan that would interfere with Broker's ability to execute Sales and effect delivery and settlement of such Sales on behalf of Seller, other than restrictions with respect to which the Seller has obtained all required consents, approvals and waivers. Seller shall notify Broker immediately in the event that any of the above statements become inaccurate prior to the termination of this Sales Plan.

9. Seller will not directly or indirectly communicate any information relating to Issuer or Issuer securities to any employee of Broker or its affiliates who is directly or indirectly involved in executing this Sales Plan at any time while this Sales Plan is in effect.

10. Seller shall make all filings, if any, required under Sections 13(d) and 16 of the Exchange Act. Seller and Broker have executed a "Broker's Authorization to Confirm and Provide Reports of Transfers Directly to Issuer" in the form of Annex B hereto, authorizing Broker to deliver notifications of Sales to the Issuer.

11. Seller understands that Broker may not effect a Sale due to a market disruption or a legal, regulatory or contractual restriction applicable to the Broker or any other event or circumstance (a "Blackout"). Seller also understands that even in the absence of a Blackout, Broker may be unable to effect Sales consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Stock to reach and sustain a limit order price, or other market factors in effect on the date of a Sale set forth in Annex A ("Unfilled Sales").

12. Broker agrees that if Issuer enters into a transaction that imposes trading restrictions on the Seller, such as a stock offering requiring an affiliate lock-up (an "Issuer Restriction"), and if Issuer and Seller shall provide Broker at least three (3) days' prior notice of such trading restrictions, then Broker will cease effecting Sales under this Sales Plan until notified by Issuer and Seller that such restrictions have terminated. In addition to the foregoing, to the extent that an issuer restriction is imposed pursuant to the EZEM Sales Plan (an "EZEM Issuer Restriction"), and Broker shall have received notice of such issuer restriction in accordance with the provision of that plan, then Broker, in addition any cessation of sales required under the EZEM Sales Plan, shall also cease effecting Sales under this Sales Plan until notified in accordance with the provisions of the EZEM Sales Plan that such restrictions have terminated. All required notifications to Broker under this paragraph 12 shall be made in writing (signed by Seller and Issuer) and confirmed by telephone as follows: (Attn: Structured Equity Solutions, c/o Control Room; Fax No. (212) 902-0943; Tel: (212) 902-1511). Broker shall resume effecting Sales in accordance with this Sales Plan as soon as practicable after the cessation or termination of a Blackout, Issuer Restriction or EZEM Issuer Restriction. Any Unfilled Sales, and any Sales that would have been executed in accordance with the terms of Annex A but are not executed due to the existence of a Blackout, Issuer Restriction or EZEM Issuer Restriction, shall be deemed to be cancelled, and shall not be effected pursuant to this Sales Plan.

13. This Sales Plan and its enforcement, and each transaction entered into hereunder and all matters arising in connection with this Sales Plan and transactions hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to its choice of law doctrine. The Sales Plan may be modified, terminated or amended only by a writing signed by the parties hereto (including the acknowledgement of the Issuer) and provided that any such modification, or amendment shall only be permitted at a time when the Seller is not aware of material nonpublic information concerning the Issuer or E-Z-EM, Inc. or their securities. In the event of a modification or amendment to this Sales Plan, or in the event Seller establishes a new plan after termination of the Sales Plan, no sales shall be effected during the thirty days immediately following such modification, amendment or termination (other than Sales already provided for in the Sales Plan prior to modification, amendment or termination). The parties agree that any termination of the Sales Plan shall result in the simultaneous termination of the EZEM Sales Plan.

14. Seller agrees that Broker and its affiliates and their directors, officers, employees, and agents (collectively, "Broker Persons") shall not have any liability whatsoever to Seller for any action taken or omitted to be taken in connection with the Sales Plan, the making of any Sale, or any amendment, modification or termination of the Sales Plan, unless such liability is determined in a non-appealable order of a court of competent jurisdiction to have resulted solely from the negligence, willful misconduct or bad faith of the Broker Person. Seller further agrees to hold each Broker Person free and harmless from any and all losses, damages, liabilities or expenses (including reasonable attorneys' fees and costs) incurred or sustained by such Broker Person in connection with or arising out of any suit, action or proceeding relating to this Sales Plan, any Sale, or any amendment, modification or termination of the Sales Plan (each an "Action") and to reimburse each Broker Person for its expenses, as they are incurred, in connection with any Action, unless such loss, damage, liability or expense is determined in a non-

appealable order of a court of competent jurisdiction to be solely the result of such Broker Person's negligence, willful misconduct or bad faith. This paragraph 14 shall survive termination of this Sales Plan.

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan as of the date below.

Linda Stern

Goldman, Sachs & Co.

By: _____

Date: _____

Name: Michael Dweck
Title: Managing Director

Acknowledged:
ANGIODYNAMICS, INC.

By: _____

Name:
Title: