

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **January 19, 2009**

AngioDynamics, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-50761
(Commission File
Number)

11-3146460
(IRS Employer
Identification No.)

603 Queensbury Avenue, Queensbury, New York 12804
(Address of Principal Executive Offices) (Zip Code)

(518) 798-1215
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))
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Item 5.02 – Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On January 21, 2009, AngioDynamics, Inc. (the “Company”) announced the appointment of Jan Keltjens, 51, as President and CEO, effective March 1, 2009. Mr. Keltjens comes to AngioDynamics after serving as President and CEO of CryoCath Technologies, Inc. since March 2007. CryoCath, a leader in cryotherapy products for treating cardiac arrhythmias based in Montreal, Quebec, was acquired by Medtronic, Inc. in September 2008. Prior to serving as CryoCath’s CEO, Mr. Keltjens was Worldwide General Manager for Cordis Neurovascular, Inc., a Johnson & Johnson company, from 2000 to 2007.

In connection with Mr. Keltjens’ appointment, he entered into an employment arrangement with the Company on January 19, 2009. Pursuant to the arrangement, Mr. Keltjens will serve as the Company’s President and CEO, commencing on March 1, 2009. Mr. Keltjens will receive a base salary of \$425,000 per year and be eligible for annual bonuses at a target level of 70% of his gross annual salary, with a maximum level of 105% of his gross annual salary. Under the terms of the arrangement, on January 19, 2009, Mr. Keltjens was granted (i) options to purchase 200,000 shares of the Company’s common stock and (ii) 90,000 restricted shares of the Company’s common stock, each pursuant to the Company’s 2004 Stock and Incentive Award Plan. The options and restricted shares vest in four equal installments on the first four anniversaries of the grant date. Vesting is contingent on Mr. Keltjens continued employment on the vesting date. In addition, under the arrangement, Mr. Keltjens will receive (i) a stipend for financial planning and tax advice of \$10,000 per year (grossed up for applicable taxes), (ii) an executive car allowance of \$1,250 per month (grossed up for applicable taxes) and (iii) certain relocation expenses, and will be eligible to participate in the benefit programs generally available to senior executives of the Company, including health insurance, life and disability insurance, The Employee Stock Purchase Plan, 401(k) plan and flexible spending plan.

Mr. Keltjens’ employment may be terminated by either party at any time. If Mr. Keltjens’ employment is terminated by the Company other than (A) in connection with a Change in Control or (B) as a result of Mr. Keltjens’ (i) death, (ii) disability, (iii) violation of securities laws or regulations, (iv) willful violation of a Company policy which is likely to cause material damage to the Company and which is not rectified within 30 days after Mr. Keltjens’ receiving notice thereof, or (v) conviction of a felony under the laws of the state of New York or the United States for any act of theft, fraud, embezzlement or dishonesty, the Company will pay Mr. Keltjens a lump sum payment equal to two times his then-current base salary plus two times the cash bonus he received for the prior fiscal year.

In addition, on January 19, 2009, the Company entered into a change in control agreement with Mr. Keltjens. Mr. Keltjens’ change in control agreement has an initial term ending December 31, 2009, and each year will automatically renew for an additional one year term, provided however, that if a change in control occurs the term shall expire no earlier than 12 calendar months after the calendar month in which such change in

control occurs. Mr. Keltjens' change in control agreement provides, among other things, that if a change in control occurs (generally, any of the following: (i) a person is or becomes a beneficial owner of more than 40% of the Company's voting securities (ii) the composition of a majority of the Company's board changes (iii) the Company consummates a merger or consolidation or (iv) the shareholders approve a plan of liquidation or sale of substantially all of the Company's assets) during the term of the agreement, and Mr. Keltjens' employment is terminated either by the Company or by Mr. Keltjens, other than (a) by the Company for cause, (b) by reason of death or disability, or (c) by Mr. Keltjens without good reason, he will receive a severance payment equal to 2.5 times his annual base salary, 2.5 times the cash bonus he received for the prior fiscal year, unpaid and prorated annual bonus amounts and earned but unused vacation time.

Payment made under Mr. Keltjens' change in control agreement is generally made in a lump sum within thirty days following termination subject to delay if required by Section 409A of the Internal Revenue Code. If the special excise tax under Section 280G of the Internal Revenue Code applies, Mr. Keltjens' change in control agreement provides that the Company will reduce payments to him in order to avoid triggering the excise tax, unless he would realize at least \$50,000 more after taxes if the Company were to gross-up the excise tax rather than reduce the payments to him, in which case the Company will gross-up Mr. Keltjens for the excise tax.

The foregoing description of each of Mr. Keltjens' employment arrangement, change in control agreement, option award and restricted stock award is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3 and Exhibit 10.4, respectively.

On January 20, 2009, the Company entered into an employment agreement with the Company's current President and CEO, Eamonn P. Hobbs. Mr. Hobbs employment agreement provides for him to serve as the Company's President and CEO until such time as a new President and CEO begins employment with the Company. At the time that a new President and CEO begins employment with the Company, Mr. Hobbs will be appointed to a new position in the Company with the title of Vice Chair. At such time, Mr. Hobbs will also be appointed Vice Chairman of the board of directors. Mr. Hobbs' employment as Vice Chair will end upon the earlier of October 20, 2009 and the date upon which Mr. Hobbs accepts full time employment with another employer. Mr. Hobbs' base salary remains unchanged, and he remains eligible for annual bonuses, other incentive compensation and benefits pursuant to the Company's then current plans and policies. Pursuant to the Agreement, Mr. Hobbs is entitled to a signing incentive payment equal to \$400,000 and was granted options to purchase 75,000 shares of the Company's common stock. All 75,000 options become exercisable on October 31, 2009 and remain exercisable until January 31, 2010. Upon expiration of Mr. Hobbs' employment agreement, Mr. Hobbs will be entitled to 8,000 restricted shares of the Company's common stock and a payment equal to (A) two times the sum of (i) his then current salary and (ii) the average of his last two annual cash bonuses, minus (B) \$400,000. If Mr. Hobbs' employment agreement is terminated prior to October 20, 2009 other than for cause, he will also be entitled to receive the unpaid base

salary and incentive compensation, if any, he would have received had his employment agreement remained in effect through October 20, 2009. Mr. Hobbs' right to receive the preceding payment is subject to the determination of the Chairman of the Board that he satisfactorily assisted in the transition of the new President and CEO and was not terminated for cause. Mr. Hobbs' employment agreement contains customary non-compete and non-solicitation clauses.

Also on January 20, 2009, the Company entered into a consulting agreement with Mr. Hobbs. The term of Mr. Hobbs' consulting agreement begins on the earlier of October 20, 2009 and the date he accepts full time employment with another employer and ends on October 31, 2012. During the term of Mr. Hobbs' consulting agreement, he will be paid an hourly rate of \$300 per hour for consulting services performed at the written request of the Chairman of the Board. During the term of Mr. Hobbs' consulting agreement, options to acquire Company common stock held by him will vest and become exercisable in accordance with the terms of the applicable grant agreements.

The foregoing description of each of Mr. Hobbs' employment agreement, consulting agreement and option award is qualified in its entirety by the text of such agreement, a copy of which is attached hereto as Exhibit 10.5, Exhibit 10.6 and Exhibit 10.7, respectively.

In addition, on January 20, 2009, Mr. Hobbs agreed to resign from the Company's board of directors within 7 days of the board notifying him that it has determined that his service is no longer in the best interests of the Company.

Item 7.01 – Regulation FD Disclosure.

On January 21, 2009, the Company issued a press release announcing the appointment of Mr. Keltjens as President and CEO. A copy of the press release is furnished with this Form 8-K and attached hereto as Exhibit 99.1.

The information set forth in Item 7.01 of this Form 8-K (including Exhibit 99.1) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the Exchange Act), or incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 9.01 – Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit No.</u>	<u>Description</u>
10.1	Offer Letter to Jan Keltjens, dated January 19, 2009.
10.2	Change in Control Agreement, dated January 19, 2009, by and between AngioDynamics, Inc. and Jan Keltjens.
10.3	Non-Statutory Stock Option Agreement, dated January 19, 2009, between AngioDynamics, Inc. and Jan Keltjens.
10.4	Restricted Stock Agreement, dated January 19, 2009, by and between AngioDynamics, Inc. and Jan Keltjens.
10.5	Employment Agreement, dated January 20, 2009, between AngioDynamics, Inc. and Eamonn P. Hobbs.
10.6	Consulting Agreement, dated January 20, 2009, by and between AngioDynamics, Inc. and Eamonn P. Hobbs.
10.7	Non-Statutory Stock Option Agreement, dated January 20, 2009, between AngioDynamics, Inc. and Eamonn P. Hobbs.
99.1	Press Release dated January 21, 2009.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ANGIODYNAMICS, INC.
(Registrant)

Date: January 23, 2009

By: /s/ D. Joseph Gersuk
D. Joseph Gersuk
Chief Financial Officer

EXHIBIT INDEX

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January 19, 2009

Mr. Jan Keltjens

Dear Jan:

On behalf of AngioDynamics, Inc. (the "Company"), I am pleased to offer you the position of President & Chief Executive Officer. We look forward to your future success in this position and are excited about the skills, experience, and leadership you bring to the organization.

The terms of your new position with the Company are as set forth below:

1. **Position**

You will become President & Chief Executive Officer, working out of corporate headquarters currently located in Queensbury, NY. In this role you will report directly to the Board of Directors of the Company.

2. **Start Date**

Subject to fulfillment of any conditions imposed by this letter agreement, you will commence this position with the Company on March 1, 2009, or such earlier date as agreed upon by you and the Company.

3. **Cash Compensation**

Base Salary: You will be paid a gross salary at an annual rate of \$425,000 US Dollars. Your salary will be payable each month in accordance with the Company's standard payroll policies and procedures.

Short Term Cash Incentive Opportunity: As an AngioDynamics, Inc. employee in the capacity of President & Chief Executive Officer you shall participate in the AngioDynamics Senior Executive Incentive Compensation Program, with a target bonus of 70% of your gross annual salary. The base target bonus potential is based on the company's ability to successfully meet its annual goals and your completion of individually assigned objectives. You will be eligible to achieve a bonus potential of 150% of the target bonus, up to 105% of your gross annual salary, should you and the Company exceed objectives, as outlined in the Senior Executive Incentive Compensation Program. For the Company's fiscal year ending May 31, 2009, you will be eligible to receive this bonus on a pro-rated basis. The annual goals and the target bonus amounts shall be pro-rated based upon the number of days of employment and in no event shall the bonus for the fiscal year ending May 31, 2009 be less than 17 ½ % of gross annual salary.

4. **Long Term Incentives**

New Hire Non-Qualified Options: You will be eligible for a new hire stock option grant to purchase 200,000 shares of Company stock pursuant to the Company's stock and incentive award plan. All such options will be subject to your commencing and continuing employment and will vest 25% per year on the first four anniversaries of the grant date. The strike price of the options will be the fair market value of the Company's stock as of the date of grant, determined as set forth in the Company's stock and incentive award plan. The option grant will be subject to the terms and conditions of a separate grant agreement.

Restricted Stock: You will be entitled to receive 90,000 shares of the common stock of the Company, subject to the terms and conditions (including forfeiture provisions) of a Restricted Stock Agreement being executed concurrently with this Agreement, which will vest 25% per year on the first four anniversaries of the grant date.

Annual Equity Awards: In addition to the stock option purchase opportunity outlined above and the restricted stock, you will be eligible, after the Company's fiscal year ending May 31, 2009, for participation in our annual award program, which includes the grant of a combination of non-qualified options and performance share awards. Although the actual number may vary based on actual performance, the target number of shares granted is between 30,000 – 35,000 options and 25,000 and 30,000 performance shares consistent with the Company's currently established program governing these awards. Specific metrics that determine the actual number of shares granted annually will be subject to the limits contained in the Company's 2004 Stock and Incentive Award Plan, as amended, and will be reviewed with you.

5. **Benefits**

AngioDynamics provides benefits for exempt employees, effective upon date of hire. These benefits include, but are not limited to, the following:

- o Medical, Dental, Prescription, & Vision insurance
- o Standard and Voluntary Life Insurance
- o Statutory Short Term & Voluntary Short Term Disability Insurance
- o Long Term Disability Insurance
- o 401(k) retirement account with employer match and profit sharing contributions –
 - § You will be eligible to participate in the Company's employee-contribution 401K Retirement Plan beginning on the first Monday of the month following your date of hire.
- o Tuition Assistance Program
- o Paid Time Off
 - § You will be eligible to accrue up to 20 days of paid vacation per calendar year, pro-rated for the remainder of this calendar year. Vacation accrues as follows: 13.33 hours accrue per pay period from your Start Date.
- o Health & Dependent Care Reimbursement Accounts
- o Employee Stock Purchase Program
 - § You will be eligible to participate in the Company's Employee Stock Purchase Plan beginning on the first March 1 or September 1 following commencement of your employment, as long as you have met the 30 day service requirement.
- o Executive Automobile Allowance:
 - § You will be eligible for an executive car allowance of \$1,250 per month (less applicable taxes).
- o You will receive a stipend for financial planning and tax advice of \$10,000 per year.

- o The Company will provide you with a tax gross-up benefit for the benefit of your \$1,250 a month auto allowance and for the benefit of the yearly stipend for financial planning and tax advice. All tax-gross up payments under this agreement shall be paid no later than the end of your taxable year next following your taxable year in which you paid the related taxes.

Your participation in these and any other Company benefit plans are subject to the terms and conditions of such plans, as they may be amended from time to time.

6. **Relocation Expenses:** The basic provisions of your relocation agreement are as outlined below.

- o Househunting Trips: Up to 2 trips total of 8 days.
- o Temporary Living: Up to 180 days (lodging & per diem)
- o Managed Household Goods Move: Includes packing, transportation, insurance, and shipment of up to 2 autos with up to 30-day storage. (No cap on pounds)
- o Return Trips Home: 4 trips
- o Sales of Old Home: Payment of realtor fees up to 6% of the final selling price plus customary closing costs
- o Purchase of New Home: Customary closing costs, up to \$2000
- o Spouse Re-employment: Spouse Assistance not to exceed \$1,500.
- o If the Board moves the Company's headquarters out of the Queensbury, NY area within 18 months of the date of your hire, the Company will reimburse you for any losses you sustain that are directly related to selling your home in the Queensbury, NY area (you will use your best efforts to minimize any such losses).

More details will be provided in your relocation agreement.

7. **At-Will Employment:** Your employment with the Company will be on an "at will" basis, meaning that either you or the Company may terminate your employment at any time for any reason or no reason, without further obligation or liability, other than as provided in this agreement.

8. **Severance Benefits:** In no way limiting the Company's policy of employment at-will, if your employment is terminated by the Company other than (A) in connection with a Change in Control (in which case your severance will be treated in accordance with Section 9 below) or (B) as a result of your: (i) death, (ii) disability, (iii) violation of securities laws or regulations, (iv) willful violation of a Company policy which is likely to cause material damage to the Company and which is not rectified within thirty (30) days after notice to you or (v) conviction of a felony under the laws of the state of New York or the United States for any act of theft, fraud, embezzlement or dishonesty, the Company will offer certain severance benefits to you. As a condition to your receipt of such benefits, you are required to comply with your continuing obligations (including the return of any Company property), resign from all positions you hold with the Company, and execute the Company's standard form of release agreement releasing any claims you may have against the Company.

- a. **Cash Payments.** The Company will provide you with severance equal to two (2) times your then-current regular base salary and two (2) times your bonus for the preceding fiscal year, if any, if you are terminated after May 31, 2010. If your employment is terminated prior to May 31, 2010, the Company will provide you with severance equal to two (2) times your then-current regular base salary and two (2) times your target bonus (which target bonus is 70% of salary). This payment shall be made within thirty (30) calendar days after the date on which your separation from

service occurs, unless on that date you are a “Specified Employee”, in which case such payments shall be made six months and one day after that date. For purposes of the preceding sentence, a Specified Employee means a “specified employee” who is subject to the special rule set forth in subsection (a)(2)(B)(i) of section 409A of the Code and the regulations thereunder (including, without limitation, Proposed Treasury Regulation section 1.409A-1(i)) with respect to such payments.

- b. **Continued Medical Coverage.** As further consideration, the Company will continue to provide you with Medical, Dental, Prescription, & Vision insurance coverage until the earlier of (A) the second anniversary of the date of your termination or (B) the date on which you accept an offer of employment that provides you with similar insurance coverage.

9. **Change in Control Agreement:** Subject to the approval of the Board of Directors, you will receive an executed form of Change in Control Agreement, a form of which is enclosed for your review (the “CIC Agreement”).

The basic provisions of the Change in Control Agreement include:

- If your employment with the Company is terminated in connection with a Change in Control after May 31, 2010, the Company shall pay you a lump sum cash payment equal to two and a half (2.5) times your annual base salary at the rate in effect immediately prior to your termination and two and a half (2.5) times your bonus for the preceding fiscal year, if any.
- If your employment with the Company is terminated in connection with a Change in Control prior to May 31, 2010, the Company shall pay you a lump sum cash payment equal to two and a half (2.5) times your annual base salary at the rate in effect immediately prior to your termination and two and a half (2.5) times your target bonus (which target bonus is 70% of salary).
- If your employment with the Company is terminated in connection with a Change in Control, the Company will pay you for all earned but unused vacation leave at the time of such termination.
- If your employment with the Company is terminated in connection with a Change in Control, the Company will continue to provide you with Medical, Dental, Prescription, & Vision insurance coverage until the earlier of (A) the second anniversary of the date of your termination or (B) the date on which you accept an offer of employment that provides you with similar insurance coverage.

More details are outlined in the attached form of the agreement.

10. **Confidential Information and Invention Assignment Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company’s Confidentiality Agreement, prior to or on your Start Date
11. **Confidentiality of Terms.** You agree to follow the Company’s strict policy that employees must not disclose, either directly or indirectly, any information, including any of the terms of this agreement, regarding compensation, or stock purchase or option allocations to any person, including other employees of the Company; provided, however, that you may discuss such

terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice.

12. **Conflicting Organizations.** You agree to the best of your ability and experience that you will at all times loyally and conscientiously perform all of the duties and obligations required of and from you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that you will devote all of your business time and attention to the business of the Company, the Company will be entitled to all of the benefits and profits arising from or incident to all such work services and advice, you will not render commercial or professional services of any nature to any person or organization, whether or not for compensation, without the prior written consent of the Company's Board of Directors, and you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company. Nothing in this letter agreement will prevent you from accepting speaking or presentation engagements in exchange for honoraria or from serving on boards of charitable organizations, or from owning no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange, provided such engagements, service or stock ownership do not interfere with your responsibilities as President and Chief Executive Officer.
13. **Internal Revenue Code Section 409A.** The Company shall interpret and apply this agreement (and any additional separate agreements contemplated by this agreement) in a manner that is consistent with the intent that amounts earned and payable to you shall not be subject to the premature income recognition or adverse tax provisions of Internal Revenue Code Section 409A ("Section 409A"). Accordingly, notwithstanding any other term or provision in this agreement (or in any other agreement) to the contrary, distributions of benefits that are subject to Section 409A and that are payable upon or following your separation from service with the Company shall commence as of the date required by the agreement or, if later and to the extent required, the earliest date permitted by Section 409A (generally six months after separation from service, if you are considered a "specified employee" within the meaning of Section 409A).
14. **Choice of Law.** This agreement shall be governed by the laws of the State of New York.

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me. This letter, together with the Confidentiality Agreement and each of the other agreements referenced in this letter agreement, set forth the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you. This offer will expire unless signed by you by January 19, 2009. Upon signature by each of us, this letter agreement shall constitute a binding agreement with respect to the subject matter hereof. This letter agreement may be executed in counterparts (each of which need not be executed by each of the parties), which together shall constitute one and the same instrument.

Very truly yours,

ANGIODYNAMICS, INC.

By: /s/ Vincent A. Bucci

Vincent A. Bucci
January 19, 2009

ACCEPTED AND AGREED:

/s/ Jan Keltjens

January 19, 2009
Date

CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT, dated January 19, 2009 is made by and between AngioDynamics, Inc., a Delaware corporation (the "Company"), and Jan Keltjens (the "Executive").

WHEREAS, the Company considers it essential to the best interests of its shareholders to foster the continued employment of key management personnel; and

WHEREAS, the Board recognizes that, as is the case with many publicly held corporations, the possibility of a Change in Control exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its shareholders; and

WHEREAS, the Board has determined that appropriate steps should be taken to reinforce and encourage the continued attention and dedication of members of the Company's management, including the Executive, to their assigned duties without distraction in the face of potentially disturbing circumstances arising from the possibility of a Change in Control;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Company and the Executive hereby agree as follows:

1. Defined Terms. The definitions of capitalized terms used in this Agreement are provided in the last Section hereof.
2. Term of Agreement. The Term of this Agreement shall commence on the date hereof and shall continue in effect through December 31, 2009; provided, however, that effective January 1, 2010 and each January 1 thereafter, the Term that is then in effect shall automatically be extended for one additional year unless the Company has given notice before the January 1 in question that the Term that is in effect at the time such notice is given will not be extended; and further provided, however, that if a Change in Control occurs during the Term, the Term shall expire no earlier than twelve (12) calendar months after the calendar month in which such Change in Control occurs. Notwithstanding the foregoing, this Agreement shall terminate if the Executive ceases to be an employee of the Company and its subsidiaries for any reason prior to a Change in Control. However, anything in this Agreement (including the preceding sentence) to the contrary notwithstanding, if a Change in Control occurs and if, within three months prior to the date on which such Change in Control occurs, the Executive's employment with the Company is terminated by the Company without Cause or an event occurs that would, if it took place after the Change in Control, constitute Good Reason for termination of employment by the Executive, and if it is reasonably demonstrated by the Executive that such termination of employment by the Company or event constituting Good Reason for termination of employment by the Executive (a) was undertaken at the request of a third party who has taken steps reasonably calculated to effect the Change in Control, or (b)

otherwise arose in connection with or in anticipation of the Change in Control, then for purposes of this Agreement such termination of employment by the Company without Cause or event constituting Good Reason shall be deemed to occur during the 12 month period following the Change in Control and, if the Executive terminates his employment for such Good Reason before the Change in Control, such termination of employment by the Executive shall likewise be deemed to occur during the 12 month period following the Change in Control.

3. Company's Covenants Summarized. In order to induce the Executive to remain in the employ of the Company and in consideration of the Executive's covenants set forth in Section 4 hereof, the Company agrees, under the conditions described herein, to pay the Executive the Severance Payments and the other payments and benefits described herein. Except as provided in Section 2, Section 6.3, Section 9.1 or Section 14.2 hereof, no amounts shall be payable under this Agreement unless the Executive's employment with the Company terminates following a Change in Control and during the Term. This Agreement shall not be construed as creating an express or implied contract of employment enforceable against the Company nor, except as provided in Section 4 below, enforceable against the Executive, and, except as otherwise agreed in writing between the Executive and the Company, the Executive shall not have any right to be retained in the employ of the Company.

4. The Executive's Covenants. The Executive agrees to remain in the employ of the Company, subject to the terms and conditions of this Agreement, if a Potential Change in Control occurs during the Term and the Executive is then in the employ of the Company, until the earliest of (a) the date which is six (6) months from the date of such Potential Change in Control, (b) the date of a Change in Control, (c) the date of termination by the Executive of the Executive's employment for Good Reason or by reason of death, Disability or Retirement, or (d) the termination by the Company of the Executive's employment for any reason; provided that Executive's agreement to remain in the employ of the Company shall be subject to the condition that no adverse change occurs after the Potential Change in Control in his title, duties, responsibilities, authority, reporting relationships, compensation, benefits or indemnification rights.

5. Certain Compensation Other Than Severance Payments.

5.1 If the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the Company shall pay the Executive his full salary through the date of termination at the rate in effect immediately prior to the date of termination or, if higher, the rate in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason, together with all compensation and benefits payable to the Executive through the date of termination under the terms of the Company's compensation and benefit plans, programs and arrangements as in effect immediately prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason.

5.2 Subject to Section 6.1 hereof, if the Executive's employment shall be terminated for any reason following a Change in Control and during the Term, the

Company shall pay to the Executive the Executive's normal post-termination compensation and benefits as such payments become due. Any such post-termination compensation and benefits shall be determined under, and paid in accordance with, the Company's retirement, insurance and other compensation and benefit plans, programs and arrangements as in effect immediately prior to the date of termination or, if more favorable to the Executive, as in effect immediately prior to the occurrence of the first event or circumstance constituting Good Reason.

6. Severance Payments; Excise Tax.

6.1 Subject to Section 6.2 and Section 6.3 hereof, if the Executive's employment is terminated following a Change in Control and during the Term either by the Company or by the Executive, other than (a) by the Company for Cause, (b) by reason of death or Disability, or (c) by the Executive without Good Reason, (any such employment termination being hereafter sometimes referred to as a "Compensable Termination"), then the Company shall pay the Executive the amounts, and provide the Executive the benefits, described in this Section 6.1 ("Severance Payments"), in addition to any payments and benefits to which the Executive is entitled under Sections 5 and 6.3 hereof. Notwithstanding the foregoing, the Executive shall not be eligible to receive any payment or benefit provided for in this Section 6.1 unless the Executive shall have executed a release substantially in the form of Exhibit A hereto effective as of the date of the Compensable Termination or a date subsequent thereto and shall not have revoked said release. The Severance Payments are in lieu of any severance benefits that would otherwise be payable or provided pursuant to any severance plan or practice of the Company:

(i) The Company shall pay the Executive, at the time provided in Section 6.2 below, a lump sum cash payment equal to either:

(a) if the termination set forth in section 6.1 occurs after May 31, 2010: two and a half (2.5) times the Executive's bonus that was paid (or that is payable) with respect to the fiscal year of the Company preceding the fiscal year of the Company in which the Compensable Termination occurs; or

(b) if the termination set forth in section 6.1 occurs prior to May 31, 2010: two and a half (2.5) times the Executive's target bonus (which target bonus is 70% of the Executive's salary).

(ii) The Company shall pay the Executive, at the time provided in Section 6.2 below, a lump sum cash payment equal to two and a half (2.5) times the Executive's annual base salary at the rate in effect immediately prior to the Compensable Termination or, if higher, in effect immediately prior to the first occurrence of an event or circumstance constituting Good Reason ("Base Salary").

(iii) The Company will pay the Executive for all earned but unused vacation leave at the time of the Compensable Termination.

(iv) The Company will continue to provide the Executive with Medical, Dental, Prescription, & Vision insurance coverage until the earlier of (A) the second anniversary of the date of his Compensable Termination or (B) the

date on which the Executive accepts an offer of employment that provides similar insurance coverage. Coverage shall be on the same terms and conditions as apply to full-time employees of the Company.

6.2 All payments to be made pursuant to subsection (i), (ii), (iii) and (iv) of Section 6.1 above shall be made within thirty (30) calendar days after the date on which a Separation from Service occurs coincident with or following, or within 30 days before, the date on which the Compensable Termination occurs (the "Separation from Service Date") unless on the Separation from Service Date the Executive is a Specified Employee, in which case such payments shall be made six months and one day after the Separation from Service Date (or, if earlier, the date of the Executive's death). For purposes of the preceding sentence, a Specified Employee means a "specified employee" who is subject to the special rule set forth in subsection (a)(2)(B)(i) of section 409A of the Code and the regulations thereunder (including, without limitation, Proposed Treasury Regulation section 1.409A-1(i)) with respect to such payments.

6.3 (A) Notwithstanding any provision of this Agreement to the contrary, in the event that any payment or benefit received or to be received by the Executive in connection with a Change in Control or the termination of the Executive's employment (whether pursuant to the terms of this Agreement or any other plan, arrangement or agreement with the Company, any Person whose actions result in a Change in Control or any Person affiliated with the Company or such Person) (all such payments and benefits, including the Severance Payments but excluding any payment to be made pursuant to this subsection 6.3(A), being hereinafter called "Total Payments") would be subject (in whole or part) to the Excise Tax, then the cash Severance Payments shall first be reduced, and the other payments and benefits hereunder shall thereafter be reduced, to the extent necessary so that no portion of the Total Payments will be subject to the Excise Tax, but only if (i) is greater than or equal to (ii), where (i) equals the reduced amount of such Total Payments minus the aggregate amount of federal, state and local income taxes on such reduced Total Payments and (ii) equals the unreduced amount of such Total Payments minus the sum of (a) the aggregate amount of federal, state and local income taxes on such Total Payments and (b) the amount of Excise Tax to which the Executive would be subject in respect of such unreduced Total Payments; provided, however, that the Executive may elect to have the other payments and benefits hereunder reduced (or eliminated) prior to any reduction of the cash Severance Payments. However, if the Executive would realize at least \$50,000 more after taxes from the Total Payments if the Company were to "gross up" the Excise Tax on the Total Payments rather than apply the preceding sentence, then the preceding sentence shall be disregarded and the Company shall instead pay the Executive an amount of money that would be sufficient to pay the Excise Tax on the Total Payments. Whether the Executive would realize at least \$50,000 more after taxes if he were grossed up, and the amount of the gross up to be paid, shall be determined by assuming (whether or not such is in fact the case) that the Executive is subject to federal income taxation at the highest marginal rate of federal income tax and to state and local income taxation at the highest marginal rates of state and local income taxes in the state and locality of the Executive's residence on the date on which the Change in Control occurs or at the time provided in Section 6.2 above (whichever is the date as of which the determination in question is made in accordance with the next sentence of this paragraph); provided that in no event shall the Executive's

marginal tax rate including the Excise Tax be assumed to exceed seventy percent (70%) for purposes of calculating the amount of gross up to be paid. The amount of money payable to the Executive pursuant to the two preceding sentences, if any, shall be determined as of the date on which a Change in Control occurs and shall be paid within ten (10) calendar days after the date on which occurs "a change in the ownership or effective control of the corporation, or in the ownership of a substantial portion of the assets of the corporation" within the meaning of section 409A(a)(2)(A)(v) of the Code (whether occurring at the same time as or after the date on which a Change in Control occurs); and if a Compensable Termination occurs after the date on which a Change in Control occurs, the amount of money payable to the Executive pursuant to the two preceding sentences, if any, shall be re-determined as of the date of the Compensable Termination and any balance due the Executive shall be paid at the time provided in Section 6.2 above.

(B) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of section 280G(b) of the Code shall be taken into account, (ii) no portion of the Total Payments shall be taken into account which, in the opinion of the accounting firm which was, immediately prior to the Change in Control, the Company's independent auditor (the "Auditor"), does not constitute a "parachute payment" within the meaning of section 280G(b)(2) of the Code (including, without limitation, by reason of section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of the Auditor, constitutes reasonable compensation for services actually rendered, within the meaning of section 280G(b)(4)(B) of the Code, in excess of the Base Amount allocable to such reasonable compensation, and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the Total Payments shall be determined by the Auditor in accordance with the principles of sections 280G(d)(3) and (4) of the Code. In the event that the Auditor is serving as accountant or auditor for the individual, entity or group effecting the "change in ownership or effective control" or "change in the ownership of a substantial portion of the assets" (within the meaning of Code section 280G(b)(2)(A)) that gives rise to the Excise Tax, or in the event that the Auditor for any reason is unable or unwilling to make the determinations required hereunder, the Executive shall designate another nationally recognized accounting firm to make the determinations required hereunder (which accounting firm shall then be referred to as the Auditor hereunder). All fees and expenses of the Auditor shall be borne solely by the Company.

(C) At the time that payments are made under this Agreement, the Company shall provide the Executive with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from the Auditor or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement). If the Executive objects to the Company's calculations, the Company shall pay to the Executive such portion of the Severance Payments (up to 100% thereof) and such amount of money referred to in

subsection (A) of this Section 6.3 as the Executive reasonably determines (based on the written opinion of competent tax counsel, a copy of which opinion shall be provided to the Company) is necessary to result in the proper application of subsection (A) of this Section 6.3.

7. Payments During Dispute. Any payments to which the Executive may be entitled under this Agreement, including, without limitation, under sections 5 and 6 hereof, shall be made forthwith on the applicable date(s) for payment specified in this Agreement. If for any reason the amount of any payment due to the Executive cannot be finally determined on that date, such amount shall be estimated on a good faith basis by the Company and the estimated amount shall be paid no later than 10 days after such date. As soon as practicable thereafter, the final determination of the amount due shall be made and any adjustment requiring a payment to or from the Executive shall be made as promptly as practicable.

8. No Mitigation. The Company agrees that, if the Executive's employment with the Company terminates during the Term, the Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Executive by the Company pursuant to Section 6 hereof or any other provision of this Agreement. Further, the amount of any payment or benefit provided for in this Agreement shall not be reduced (a) by any compensation earned by the Executive as the result of employment by another employer, (b) by retirement benefits, (c) by offset against any amount claimed to be owed by the Executive to the Company, or (d) otherwise.

9. Successors; Binding Agreement.

9.1 In addition to any obligations imposed by law upon any successor to the Company, the Company will require any successor (whether director indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform the Company's obligations under this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior to the effectiveness of any such succession during the Term shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled to hereunder if the Executive were to terminate the Executive's employment for Good Reason after a Change in Control and during the Term, except that, for purposes of implementing the foregoing, the date on which the Executive's employment terminates (for any reason other than Cause) within 30 days before, or at any time during the Term and on or after, the date on which any such succession becomes effective during the Term shall be deemed the date of the Compensable Termination.

9.2 This Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive shall die while any amount

would still be payable to the Executive hereunder (other than amounts which, by their terms, terminate upon the death of the Executive) if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the executors, personal representatives or administrators of the Executive's estate.

10. Notices. For the purpose of this Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to the Executive, to his most recent address shown on the books and records of the Company at the time notice is given and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

To the Company:

AngioDynamics, Inc.
603 Queensbury Avenue
Queensbury, NY 12804

Attention: Chief Financial Officer

11. Miscellaneous. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto at any time of any breach by the other party hereto of, or of any lack of compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. This Agreement constitutes the entire agreement of the parties concerning the specific subject matter addressed by this Agreement and supersedes all prior agreements addressing the terms and conditions contained herein. Nothing in this Agreement is intended to amend or otherwise alter the change in control provisions or any other provisions of any (a) stock option or other compensation or incentive award that may heretofore have been or may hereafter be granted to the Executive, or (b) employee benefit or fringe benefit plan in which the Executive may heretofore have been or may hereafter be a participant. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of New York. All references to sections of the Code or the Exchange Act shall be deemed also to refer to any successor provisions to such sections and to IRS or SEC regulations and official guidance published thereunder. Any payments provided for hereunder shall be subject to any applicable withholding required under federal, state or local law and any additional withholding to which the Executive has agreed. The obligations of the Company and the Executive under this Agreement which by their nature may require either partial or total performance after the expiration of the Term (including, without limitation, those under Sections 6 and 7 hereof) shall survive such expiration.

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

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

14. Settlement of Disputes; Arbitration.

14.1 All claims by the Executive for benefits under this Agreement shall be directed to and determined by the Board and shall be in writing. Any denial by the Board of a claim for benefits under this Agreement shall be delivered to the Executive in writing and shall set forth the specific reasons for the denial and the specific provisions of this Agreement relied upon. The Board shall afford a reasonable opportunity to the Executive for a review of the decision denying a claim and shall further allow the Executive to appeal to the Board a decision of the Board within sixty (60) days after notification by the Board that the Executive's claim has been denied.

14.2 Any further dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in the Albany, New York metropolitan area in accordance with the employment dispute resolution rules of the American Arbitration Association then in effect. The arbitrator shall have the authority to require that the Company reimburse the Executive for the payment of all or any portion of the legal fees and expenses incurred by the Executive in connection with such dispute or controversy. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

14.3 The Company agrees to use commercially reasonable efforts to administer this Agreement, and operate any deferred compensation plans in which the Executive participates from time to time that are aggregated with this Agreement or with any payment or benefit provided by this Agreement for purposes of Section 409A of the Code (e.g., account balance plans, nonaccount balance plans, separation pay plans, and plans that are neither account balance nor nonaccount balance plans), in good faith compliance with Code Section 409A to the extent necessary to avoid inclusion of any amounts or benefits payable hereunder in the Executive's income pursuant to Section 409A(a)(1)(A) of the Code.

15. Definitions. For purposes of this Agreement, the following terms shall have the meanings indicated below:

(A) "Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under Section 12 of the Exchange Act.

(B) "Applicable Average Bonus" means the higher of (A) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive

during the 36 months immediately preceding the Compensable Termination or, if the Executive was employed by the Company for less than 36 months before the Compensable Termination, during the period of his employment by the Company prior to the Compensable Termination (annualizing any bonus awarded for less than a full year of employment), or (B) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the three fiscal years of the Company that precede the fiscal year in which the Compensable Termination occurs or during the portion of such three fiscal years in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment), or (C) the average of all annual bonuses (including any deferred bonuses) awarded to the Executive during the 36 months preceding the date on which the Change in Control occurred or during the portion of such 36 month period in which he was employed by the Company (annualizing any bonus awarded for less than a full year of employment).

(C) "Auditor" shall have the meaning set forth in Section 6.3(B) hereof.

(D) "Base Amount" shall have the meaning set forth in section 280G(b)(3) of the Code.

(E) "Base Salary" shall have the meaning set forth in subsection (iii) of Section 6.1.

(F) "Beneficial Owner" shall have the meaning set forth in Rule 13d-3 under the Exchange Act.

(G) "Board" shall mean the Board of Directors of the Company.

(H) "Cause" for termination by the Company of the Executive's employment shall mean (i) the willful and continued failure by the Executive to substantially perform the Executive's duties with the Company as such duties were in effect prior to any change therein constituting Good Reason (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such failure after the occurrence of an event constituting Good Reason for resignation by the Executive) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the manner in which the Board believes that the Executive has not substantially performed the Executive's duties, provided that such failure will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of such written demand from the Board; (ii) the engaging by the Executive in willful conduct which is demonstrably and materially injurious to the Company or its subsidiaries, monetarily or otherwise, provided that such conduct will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of a written demand from the Board to cease such conduct; (iii) the Executive's insubordination, as defined from time to time by the Board, provided that insubordination will constitute Cause only if it remains uncured for more than thirty (30) days following receipt by the Executive of a written demand from the Board to cease such insubordination; or (iv) the Executive's conviction of (a) a felony

or (b) a crime involving fraud, dishonesty or moral turpitude. For purposes of clauses (i) and (ii) of this definition, no act, or failure to act, on the Executive's part shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's act, or failure to act, was in the best interest of the Company. The Company shall notify the Executive in writing of any employment termination purporting to be for Cause on or before the date of such termination, which writing shall describe with specificity the conduct alleged to constitute Cause for such termination. Any purported termination of employment by the Company for Cause which does not satisfy the applicable requirements of this Section 15(H) shall be conclusively deemed to be a termination of employment by the Company without Cause for purposes of this Agreement.

(I) A "Change in Control" shall mean that any of the following events has occurred:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities, excluding any Person who becomes such a Beneficial Owner in connection with a transaction described in clause (A) of paragraph (iii) below; or

(ii) the following individuals cease for any reason to constitute a majority of the number of directors serving on the Board: individuals who, at the beginning of any period of two consecutive years or less (not including any period prior to the date of this Agreement), constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose appointment or election by the Board or nomination for election by the Company's shareholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of such period or whose appointment, election or nomination for election was previously so approved or recommended; or

(iii) there is consummated a merger or consolidation of the Company or any Subsidiary with any other corporation, other than (A) a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or any parent thereof), in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, at least 60% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding immediately after such merger or consolidation, or (B) a merger or consolidation effected to implement a recapitalization of the

Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates) representing more than 40% of the combined voting power of the Company's then outstanding securities; or

(iv) the shareholders of the Company approve a plan of complete liquidation or dissolution of the Company or there is consummated an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 60% of the combined voting power of the voting securities of which are owned by shareholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

(J) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(K) "Company" shall mean AngioDynamics, Inc. and, except in determining under Section 15(I) hereof whether or not any Change in Control of the Company has occurred, shall include any successor to its business and/or assets which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(L) "Compensable Termination" shall have the meaning set forth in Section 6.1.

(M) "Disability" shall be deemed the reason for the termination by the Company of the Executive's employment, if, as a result of the Executive's incapacity due to physical or mental illness, the Executive shall have been absent from the full-time performance of the Executive's duties with the Company for a period of six consecutive months or for six non-consecutive months within any period of 12 consecutive months.

(N) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(O) "Excise Tax" shall mean any excise tax imposed under section 4999 of the Code.

(P) "Executive" shall mean the individual named in the first paragraph of this Agreement.

(Q) "Good Reason" for termination by the Executive of the Executive's employment shall mean the occurrence (without the Executive's express written consent) after any Change in Control, of any one of the following acts by the Company, or failures by the Company to act, unless, in the case of any act or failure to act described in paragraph (i), (iii), (iv) or (vii) below, such act or failure to act is corrected within thirty

(30) calendar days after the Company's receipt of written notice thereof given by the Executive within thirty (30) calendar days of such act or failure to act:

(i) the assignment to the Executive of any duties inconsistent with the Executive's status or position in the Company immediately prior to the Change in Control, or a substantial adverse alteration in the nature, status or scope of the Executive's responsibilities or authority from his responsibilities or authority immediately prior to the Change in Control, or a reduction in his title;

(ii) a reduction by the Company in the Executive's annual base salary as in effect on the date of this Agreement or as the same may be increased from time to time;

(iii) a significant reduction in compensation, benefits or reimbursements provided under any employment, compensation, employee benefit or reimbursement plan or program in which the Executive is a participant which is not replaced with substantially equivalent compensation, benefits or reimbursements under another plan, program or arrangement at substantially the same cost (if any) to the Executive;

(iv) the Company fails to pay or provide any amount or benefit that the Company is obligated to pay or provide under this Agreement or any other employment, compensation, benefit or reimbursement plan, agreement or arrangement of the Company to which the Executive is a party or in which the Executive participates;

(v) the Company fails to pay the Executive a bonus, for each fiscal year of Employer that terminates following a Change in Control and during the Term, at least equal to 80% of the Applicable Average Bonus;

(vi) the relocation of the Executive's principal place of employment to a location which increases the Executive's one-way commuting distance by more than 40 miles, or the Company's requiring the Executive to travel on business other than to an extent substantially consistent with the Executive's business travel obligations prior to the Change in Control;

(vii) a significant adverse change occurs, whether of a quantitative or qualitative nature, in the indemnification protection provided to the Executive for acts and omissions arising out of his service on behalf of the Company or any other entity at the request of the Company; or

(viii) the Company fails to obtain the assumption of this Agreement pursuant to Section 9.1.

The Executive's right to terminate the Executive's employment for Good Reason shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of rights with respect to, any act or failure to act constituting Good Reason hereunder.

(R) "Person" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof, except that such term shall not include (i) the Company or any of its subsidiaries, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities, or (iv) a corporation owned, directly or indirectly, by the shareholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(S) "Potential Change in Control" shall be deemed to have occurred if the event set forth in any one of the following paragraphs shall have occurred:

(i) the Company enters into an agreement, the consummation of which would result in the occurrence of a Change in Control;

(ii) the Company or any Person publicly announces an intention to take or to consider taking actions which, if consummated, would constitute a Change in Control;

(iii) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 15% or more of either the then outstanding shares of common stock of the Company or the combined voting power of the Company's then outstanding securities (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates); or

(iv) the Board adopts a resolution to the effect that, for purposes of this Agreement, a Potential Change in Control has occurred.

(T) "Retirement" shall be deemed the reason for the termination by the Executive of the Executive's employment if such employment is terminated in accordance with the Company's retirement policy, including early retirement, generally applicable to its salaried employees.

(U) "Separation from Service" means termination of employment with the Company. However, the Executive shall not be deemed to have a Separation from Service if he continues to provide services to the Company in a capacity other than as an employee and if he is providing services at an annual rate that is fifty percent or more of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) and the annual remuneration for his services is fifty percent or more of the annual remuneration earned during the final three full calendar years of employment (of if less, such lesser period); provided, however, that a Separation from Service will be deemed to have occurred if his service with the Company is reduced to an annual rate that is less than twenty percent of the services he rendered, on average, during the immediately preceding three full calendar years of employment with the Company (or if employed by the Company less than three years, such lesser period) or

the annual remuneration for his services is less than twenty percent of the annual remuneration earned during the three full calendar years of employment with the Company (or if less, such lesser period).

(V) "Separation from Service Date" shall have the meaning set forth in Section 6.2 hereof.

(W) "Severance Payments" shall have the meaning set forth in Section 6.1 hereof.

(X) "Subsidiary" means a corporation or other form of business association of which shares (or other ownership interests) having more than 50% of the voting power are owned or controlled, directly or indirectly, by the Company.

(Y) "Term" shall mean the period of time described in Section 2 hereof (including any extension or continuation described therein).

(Z) "Total Payments" shall mean those payments so described in Section 6.3 hereof.

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

ANGIODYNAMICS, INC.

By: /s/ Vincent A. Bucci

Name: Vincent A. Bucci

Title: Chairman of the Board of Directors

/s/ Jan Keltjens

Jan Keltjens

ANGIODYNAMICS®

INCORPORATED

NON-STATUTORY STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of **January 19, 2009**, between AngioDynamics, Inc., ("Company") and **Jan Keltjens** ("Optionee"). Terms used herein have the same meaning as in the Company's 2004 Stock and Incentive Award Plan, as amended ("Plan").

1. The Company hereby grants to Optionee a Non-Statutory Stock Option to purchase **200,000** shares (the "Shares") of Common Stock pursuant and subject to the terms of the Plan, a copy of which has been delivered to Optionee and which is incorporated herein by reference.
2. The option price per Share shall be **\$11.16**.
3. The Option shall expire on January 19, 2016 unless earlier terminated.
4. In the event Optionee becomes employed by, associated in any way with, or the beneficial owner of more than 1% of the equity of any business which competes, directly or indirectly, with the Company's business in any geographical area where the Company then does business, the Option shall immediately expire and Optionee shall have no rights hereunder.
5. Except as provided hereinafter and in the Plan, the Option shall become exercisable as to the Shares covered hereby, at a cumulative rate of **25%** on each of the first **four** anniversaries of the date of this Agreement, provided that the Optionee has remained in the continuous employ of the Company from the date of this Agreement. For purposes of this Agreement, service as a consultant or director of the Company shall be deemed to be employment by the Company.

Notwithstanding the foregoing, the Option shall be exercisable as to all Shares covered hereby upon a "Change in Control" (if the Option has not expired under Section 3 or 4).

The Option may be exercised in accordance with the Plan prior to the expiration date (or earlier termination or cancellation date under Section 3 or 4) at any time, and may be exercised in whole or in part as to the Shares then available for purchase. This Option may be exercised only to acquire whole shares. No fractional shares shall be issued, and an exercise that would otherwise result in the issuance of fractional shares shall be disregarded to the extent of the fraction.

6. The Option shall not be transferable otherwise than by will or by the laws of descent and distribution and during the lifetime of Optionee shall be exercisable only by Optionee.
7. In the event Optionee ceases to be employed by the Company for any reason other than death or disability, the Option may be exercised (if it has not expired under Sections 3 or 4 and is exercisable under Section 5), to the extent the Optionee is entitled to do so on the date of termination, only during the period ending three months from the date of such cessation.

Notwithstanding the foregoing, in the event the Optionee's employment is terminated by the Company for cause, the Option shall terminate at the time of such termination.

8. In the event Optionee ceases to be employed by the Company by reason of death or disability, the Option may be fully exercised as to all Shares covered hereby (if it has not expired under Sections 3 or 4 but regardless of whether it is exercisable under Section 5) only during the period ending one year from the date of such cessation.
9. Nothing herein or in the Plan shall confer upon any employee of the Company any right to continue in the employment of the Company.
10. The Option and the Plan are subject to adjustments, modifications and amendments as provided in the Plan.
11. Subject to the Plan, this Agreement shall bind and inure to the benefit of the Company, Optionee and their respective successors, permitted assigns and personal representatives.
12. This Agreement will be governed by and construed under the laws of Delaware.
13. Any disputes, claims or interpretive issues arising hereunder shall be resolved by the Committee in its sole and absolute discretion, and the Committee's determinations shall be final and incontestable.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective from the date first above written.

ANGIODYNAMICS, INC.

By: /s/ Vincent A. Bucci
Vincent Bucci
Chairman of the Board of Directors

BY: /s/ Jan Keltjens
Jan Keltjens

ANGIODYNAMICS, INC

RESTRICTED STOCK AGREEMENT

This sets forth the terms of the RESTRICTED STOCK AGREEMENT (“Agreement”) entered into and effective as of January 19, 2009 (“Effective Date”), by and between AngioDynamics, Inc. (“Company”), and Jan Keltjens, an employee of the Company (“Grantee”).

TERMS

1. Restricted Stock Grant. Subject to the terms and conditions of this Agreement, the Company hereby grants to the Grantee, and the Grantee accepts, 90,000 shares of common stock of the Company (“Restricted Stock”).
2. Restrictions.
 - a. The shares of Restricted Stock are awarded to the Grantee on the condition that the Grantee become and remain an employee of the Company, or any parent or subsidiary of the Company, during the “Forfeiture Period,” which shall begin on the date Grantee commences employment with the Company (the “Effective Date”) and shall expire in the manner described below.
 - b. The Forfeiture Period for the shares of Restricted Stock awarded pursuant to this Agreement shall expire in respect to 25 percent of the number of shares set forth in paragraph 1 as of the first anniversary of Effective Date.
 - c. The Forfeiture Period for the shares of Restricted Stock awarded pursuant to this Agreement shall expire in respect to an additional 25 percent of the number of shares set forth in paragraph 1 as of the second anniversary of the Effective Date.
 - d. The Forfeiture Period for the shares of Restricted Stock awarded pursuant to this Agreement shall expire in respect to an additional 25 percent of the number of shares set forth in paragraph 1 as of the third anniversary of the Effective Date.
 - e. The Forfeiture Period for the shares of Restricted Stock awarded pursuant to this Agreement shall expire in respect to the remaining 25 percent of the number of shares set forth in paragraph 1 as of the fourth anniversary of the Effective Date.
 - f. Notwithstanding the foregoing of this paragraph 2, the Forfeiture Period shall expire as to all of the shares of the Restricted Stock in the event that a “Change in Control”, as defined in the Company’s 2004 Stock and Incentive Award Plan, occurs while the Grantee is employed by the Company.

3. Termination. Except as provided in paragraphs 3(a), (b) and (c) below, if the Grantee's employment with the Company (or any parent or subsidiary) terminates prior to the expiration of the Forfeiture Period, the Grantee shall, on the date employment terminates, forfeit and surrender to the Company the number of shares of Restricted Stock with respect to which the Forfeiture Period is in effect on the date employment terminates.

a. If the Grantee dies, or terminates employment with the Company (or any parent or subsidiary) because of disability, before the expiration of the Forfeiture Period, the Forfeiture Period on the Restricted Stock granted pursuant to this Agreement shall expire on the date of death, or on the date that employment terminates because of disability, provided such date is not less than one year subsequent to the Effective Date. If the date of death or disability is within one year of the Effective Date, the Board of Directors of the Company, in its sole discretion, may waive the Forfeiture Period as to any or all of the Restricted Stock.

b. Notwithstanding the forgoing, the Board of Directors of the Company shall have the authority at any time to accelerate the time at which any or all or the restrictions set forth in this Agreement with respect to any or all shares of the Restricted Stock granted pursuant to under this Agreement shall expire.

4. Escrow. The certificate(s) of Restricted Stock awarded to the Grantee shall be retained in escrow by the Company (or its designee) until the expiration of the Forfeiture Period, at which time(s) certificate(s) shall be delivered by the Company (or its designee) to the Grantee. If shares of Restricted Stock are forfeited, the applicable certificate(s) of Restricted Stock shall be canceled of record.

5. Incidents of Ownership. During the Forfeiture Period, the shares of Restricted Stock may not be sold, exchanged, transferred, pledged, hypothecated, or otherwise disposed of, and the Grantee agrees not to sell, exchange, transfer, pledge or otherwise dispose of any of such shares, or attempt to do so, during the Forfeiture Period. During the Forfeiture Period, the Grantee shall have all other rights of a shareholder with respect to shares of Restricted Stock, including the right to vote such shares at any meeting of shareholders of common stock of the Company and the right to receive all dividends paid with respect to such shares, subject, however, to the restrictions set forth in this Agreement.

6. No Right To Continued Employment. This Agreement shall not confer upon the Grantee any right to continued employment with the Company (or any parent or subsidiary) nor shall it interfere, in any way, with the right of the Company to modify the Grantee's compensation, duties, and responsibilities, or the Company's authority to terminate the Grantee's employment.

7. Adjustments. In the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering, or any other change in the corporate structure or shares of the Company, the Company may make such

adjustment equitably required in the number and kind of shares of Restricted Stock issued pursuant to this Agreement. Such adjustment shall be final and binding on the Company and the Grantee.

8. Withholding. The Company shall have the right to deduct any sums that federal, state or local tax laws require to be withheld upon the grant of Restricted Stock or upon the expiration of the Forfeiture Period. In the alternative, the Grantee shall be required to pay to the Company for deposit with the appropriate taxing authority, any amounts that federal, state or local tax laws require to be withheld upon the grant of Restricted Stock or upon the expiration of the Forfeiture Period.

9. Notices. All notices and communications under this Agreement shall be in writing and shall be given by personal delivery or by registered or certified mail, return receipt requested, addressed to the residence of the Grantee and to the principal office of the Company, or such other address as may be designated by the Company or the Grantee. Notice shall be deemed given upon personal delivery or upon receipt.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Company, and the heirs, successors and assigns of the Grantee.

11. Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York. The Grantee agrees to accept as binding, conclusive and final all decisions and interpretations of the Board of Directors Company with respect to any questions that may arise under this Agreement.

12. Acknowledgments by Grantee. The Grantee acknowledges that the Grantee has been advised, and that the Grantee understands, that:

- a. the grant of Restricted Stock pursuant to this Agreement may be become subject to applicable reporting, disclosure and holding period restrictions imposed by Rule 144 under the Securities Act of 1933 (“Rule 144”) and Section 16 of the Exchange Act (“Section 16”); and
- b. shares may become subject to Section 16(a) reporting requirements as well as the short swing trading prohibition contained in Section 16(b) which precludes any profit taking with respect to any stock transactions which occur within any six-month period.

The Board of Directors of the Company has caused this Agreement to be executed by a duly authorized officer of the Company, and the Grantee has executed this Agreement, both as of the day and year first written above.

ANGIODYNAMICS, INC.

By: Vincent A. Bucci
Name: Vincent A. Bucci
Title: Chairman of the Board of Directors

GRANTEE

/s/ Jan Keltjens
Jan Keltjens

EMPLOYMENT AGREEMENT

This sets forth the terms of the Employment Agreement made effective as of January 20, 2009 between ANGIODYNAMICS, INC., a Delaware corporation with its principal office located at 603 Queensbury Avenue, Queensbury, New York 12804 (the "Employer"), and EAMONN P. HOBBS, an individual currently residing at 3 Heron Hollow Road, Queensbury, New York 12804("Employee").

W I T N E S S E T H

IN CONSIDERATION of the promises and mutual agreements and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. Employment.

a. Term as Chief Executive Officer. Employer shall employ Employee, and Employee shall serve, as Chief Executive Officer and President for Employer until such time as a new Chief Executive Officer and President begins employment with Employer.

b. Term as Vice Chair. At the time that a new Chief Executive Officer and President begins employment with Employer, Employer shall employ Employee, and Employee shall serve, as Vice Chair of Employer until the earlier of: (i) October 20, 2009 (the date of Employer's 2009 shareholders' meeting) or (ii) the date that Employee accepts full-time employment elsewhere, at which earlier time his employment will terminate.

c. Salary. Employer shall continue to pay Employee the same annual base salary ("Base Salary"), which Employee was receiving at the time of execution of this Agreement. Employee's Base Salary is payable in accordance with Employer's regular payroll practices for executive employees.

d. Incentive Compensation. Except as otherwise set forth in this section, Employee shall retain the same eligibility for annual bonuses and other incentive compensation pursuant to the Company's then current plans and policies, including performance based awards of stock or options, as he had at the time of execution of this Agreement. Any such performance based award of stock or options will be pro-rated through the earlier of: (i) May 31, 2009 or (ii) the date that Employee's employment with Employer terminates. Any such performance based award of stock or options will have a three year vesting schedule (with 1/3 of such award of stock or options vesting per year), and any such options that become vested must be exercised within six months of the date of the termination of Employee's consulting agreement with Employer dated as of the date of this Agreement (the "Consulting Agreement").

2. Duties During Employment. While serving as Chief Executive Officer and President, Employee's duties shall be those assigned by Employer's Board of Directors, including, without limitation, assisting in the transition to a new Chief Executive Officer and President. While serving as Vice Chair, Employee's duties shall be only those assigned by Employer's Board of Directors. Employee will report to the Chairman of the Board of Directors during the term of his employment with Employer.

3. Employer's Policies. Employee shall abide by and comply in all respects with all of the rules, regulations, policies and procedures of Employer that may be in effect and amended from time to time, including without limitation Employer's human resources, personnel and benefits policies and policies related to trading in Employer stock. If Employee fails to comply with any such policy, rule, regulation or procedure, Employer will give Employee written notice of such failure. If Employee fails to cure such failure within the fifteen (15) days of such notice, such failure shall constitute "cause" as defined in section 4, below.

4. Termination. Employee's employment by Employer shall be subject to termination as follows:

a. Termination Upon Death. This Agreement shall terminate upon Employee's death.

b. Termination for Cause. Employer may terminate Employee's employment immediately for "cause" by written notice to Employee. For purposes of this Agreement, a termination shall be for "cause" if the termination results from any of the following events:

i. The material breach of any provision of this Agreement, which breach Employee shall have failed to cure within fifteen (15) days following Employer's written notice to Employee specifying the nature of the breach;

ii. Any misconduct by Employee, which is materially adverse to the interests, monetary or otherwise, of Employer;

iii. Failure to perform the duties assigned to Employee under or pursuant to this Agreement, unless cured within fifteen (15) days following Employer's written notice to Employee;

iv. Failure to cure within fifteen (15) days of receipt of written notice any failure to comply with Employers' written policies, rules, regulations or procedures, including those related to ownership or trading of Employer stock;

v. Conviction of a crime involving any act of dishonesty, acts of moral turpitude, or the commission of a felony; or

vi. Failure to follow the written instructions of the Employer's Chairman of the Board, provided that the instructions do not require Employee to engage in unlawful or unethical conduct.

vii. Failure to comply with Section 9 of this Agreement.

Notwithstanding any other term or provision of this Agreement to the contrary, if Employee's employment is terminated for cause, Employee shall forfeit all rights to payments and benefits otherwise provided pursuant to this Agreement; provided, however, that Base Salary shall be paid through the date of termination.

5. Fringe Benefits.

a. Benefit Plans. Employee shall be eligible to participate in any employee pension benefit plans (as that term is defined under Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended), Employer-paid group life insurance plans, medical plans, dental plans, long-term disability plans, business travel insurance programs and other fringe benefit programs maintained by Employer for the benefit of (or which are applicable to) its executive employees. Participation in any of Employer's benefit plans and programs shall be based on, and subject to satisfaction of, the eligibility requirements and other conditions of such plans and programs.

b. Expenses. During the term of employment, upon submission to Employer of vouchers or other required documentation, Employee shall be reimbursed for (or Employer shall pay directly) Employee's travel and other expenses reasonably incurred and paid by Employee in connection with Employee's duties hereunder pursuant to the terms of Employer's travel and expense policies.

c. Other Benefits. During employment, Employee also shall be entitled to the same customary benefits of employment that he received from Employer at the time of execution of this Agreement.

6. Signing Incentive Payment.

a. Options. Upon the full execution of this Agreement, Employee shall be granted options to purchase 75,000 shares of Employer stock, which will become exercisable on October 31, 2009 provided that Employee has executed and not revoked the release described in Section 6(b), remain exercisable until January 31, 2010, be priced in accordance with Employer's policies and be subject to the terms of a separate grant agreement, which shall provide for forfeiture of the options if Employee's employment or consulting agreement is terminated for cause.

b. Release. Employee agrees to sign a release (in the form attached as Exhibit A) of any potential claims against the Employer that he may have at the time of execution of this Agreement; such release will be revocable for seven days after it is executed.

c. Payment. Upon the end of the seven day revocation period for the above-referenced release, Employee will receive a "Signing Incentive Payment" of \$400,000 from Employer, which will be treated as wages and will be subject to customary withholding and taxes.

7. Transition Incentive Payment.

a. Subject to Sections 7(b), 7(c) and 9 below, following Employee's termination of employment with Employer (which termination shall occur no later than October 20, 2009), Employee will be entitled to receive 8,000 restricted shares of Employer common stock (1/3 of which will vest on each anniversary of the date of termination of Employee's employment) and the sum of (i) two (2) times his then "current compensation" minus \$400,000 and (ii) if the date of Employee's termination of employment is earlier than October 20, 2009, unpaid Base Salary plus unpaid incentive compensation, if any, that Employee would have actually received from Employer through October 20, 2009, if his employment had continued through that date. For purposes of this Agreement, Employee's "current compensation" will mean the total of Employee's then current salary, plus the average of the last two annual cash bonuses Employee received.

b. Employee's right to receive the payments described in this Section 7 are subject to the determinations of the Chairman of the Board of Directors of the Employer that (i) Employee satisfactorily assisted in the transition of the new Chief Executive Officer and President into his position with the Employer prior to Employee's termination of employment, and (ii) Employee's termination of employment was not for "cause" as defined in Section 4(b) of this Agreement.

c. The lump sum amount described in 7(a)(i) above shall be paid in a single sum on November 17, 2009, provided that Employee has provided Employer with another valid, binding release (in the form attached as Exhibit A) of any potential claims that Employee may have against Employer as of October 20, 2009. Base Salary and incentive compensation payable pursuant to 7 (a)(ii) above will be paid not later than October 31, 2009, in accordance with Employer's regular payroll practices for executive

employees. All payments described in this Section 7 will be treated as wages and will be subject to customary withholding and taxes.

8. Benefits Upon Termination.

a. COBRA benefits. Employer agrees to offer continuation of the group health, dental, vision, and prescription drug coverages in which Employee is enrolled upon the end of his employment, pursuant to the continuation coverage requirements of the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Employer agrees to subsidize 100% of the cost of such COBRA coverage until the twelve month anniversary of the termination of Employee's employment or until Employee obtains full time employment elsewhere, whichever is earlier.

b. Automobile. Upon the termination of his employment, Employee may purchase from Employer the automobile provided to him during his employment for the then-current fair market value, consistent with Employer policies.

c. Laptop Computer. Upon the termination of his employment, Employer will provide Employee, without charge, the laptop computer provided to him during his employment, after Employer removes from the laptop any proprietary information of Employer and any software licensed to Employer.

9. Non-Compete. In exchange for the payments described in Section 7 and the consulting agreement between the parties hereto, Employee agrees, for a period beginning upon the full execution of this Agreement and ending on October 31, 2011, not to work for or with, or enter into negotiations over terms of employment with, or enter into any consulting agreement with, or form or otherwise own more than a 20% interest in, any organization, venture or individual that promotes, manufactures or sells a technology or product that directly competes with Employer's (a) IRE technology, or (b) existing products or products currently under development that Employer reasonably anticipates will be brought to market on or before October 31, 2011.

10. Directorship.

a. Vice Chairman. Employee is currently a director of Employer. Upon becoming Vice Chair, Employee will become Vice Chairman of the Board of Directors but will not be entitled to any additional compensation or stock options for his service on the Board.

b. Term. Employee's current term as a member of the Board of Directors expires in October of 2009; the parties acknowledge that it will be solely within the Board's discretion as to whether it will re-nominate him as a director.

11. Cooperation in Ongoing Litigation Matters. Employee agrees to cooperate fully in any litigation matter involving Employer, including but not limited to the litigation involving Biolitec, Inc. Employee's cooperation shall include, but shall not be limited to, participating as a witness at depositions or in court. Such cooperation up until October 20, 2009 will not entitle Employee to any additional payments from Employer.

12. Withholding. Employer shall deduct and withhold from compensation and benefits provided under this Agreement all required income and employment taxes and any other similar sums required by law to be withheld.

13. Covenants.

a. Confidentiality. Employee shall not, without the prior written consent of Employer, disclose or use in any way, either during his employment by Employer or thereafter, except as required in the course of his employment by Employer, any confidential business or technical information or trade secret acquired in the course of Employee's employment by Employer. Employee acknowledges and agrees that it would be difficult to fully compensate Employer for damages resulting from the breach or threatened breach of the foregoing provision and, accordingly, that Employer shall be entitled to temporary preliminary injunctions and permanent injunctions to enforce such provision. This provision with respect to injunctive relief shall not, however, diminish Employer's right to claim and recover damages. Employee covenants to use his best efforts to prevent the publication or disclosure of any trade secret or any confidential information that is not in the public domain concerning the business or finances of Employer or Employer's affiliates, or any of its or their dealings, transactions or affairs which may come to Employee's knowledge in the pursuance of his duties or employment.

b. Non-Disparagement.

i. Except to the extent necessary to enforce Employee's rights due to a breach of any obligation of Employer, or to prosecute or defend any claims brought in an arbitration with Employer, Employee agrees that he shall not utter, write, or otherwise make or publish any disparaging remarks, comments, or statements concerning Employer or its directors, officers or employees, other than as required by law or subpoena, except that he shall not be prevented from filing a charge with the Equal Employment Opportunity Commission (the "EEOC") or participating in any investigation or proceedings conducted by the EEOC.

ii. Except to the extent necessary to enforce Employer's rights due to a breach of any obligation of Employee, or to prosecute or defend an claims brought forth in an arbitration with Employee, Employer (through its Board of Directors and Section 16 officers) agrees that it shall not utter, write, or otherwise make or publish any disparaging remarks, comments, or statements concerning Employee, other than as required by law or subpoena.

c. Non-Solicitation. Employee will not, at any time prior to October 31, 2011, either individually or through any person, firm, corporation or other entity for which he performs services or in which he has any interest, solicit or attempt to solicit any then current employee of Employer to leave employment with Employer to become employed by any person, firm, corporation or other entity.

d. Interactions with Others.

i. Unless expressly directed to do so by the Chairman of the Board, Employee will not, at any time prior to October 31, 2012, provide any strategic, operational, confidential or proprietary information regarding Employer to any investment bankers, Employer's shareholders or any other parties.

ii. This provision will not limit Employee in providing nonconfidential operational information to any of Employer's current ten largest institutional shareholders, in response to a request from the shareholder, so long as he remains CEO and President of Employer.

iii. In the absence of the prior express permission of the Chairman of the Board to participate in a conversation of this nature, all other inquiries are to be referred to the Chairman of the Board.

iv. Nothing in this subsection, however, is intended to prohibit Employee from fully participating in the Employer's quarterly earnings calls in the usual and customary manner while he is CEO and President of Employer.

14. Notices. Any notice which may be given hereunder shall be sufficient if in writing and mailed by overnight mail, or by certified mail, return receipt requested, to Employee at his residence and to Employer at the address set forth above, or at such other addresses as either Employee or Employer may, by similar notice, designate.

15. No Prior Restrictions. Employee affirms and represents that Employee is under no obligations to any former employer or other third party which is in any way inconsistent with, or which imposes any restriction upon, the employment of Employee by Employer, or Employee's undertakings under this Agreement.

16. Return of Employer's Property. Upon termination of Employee's employment with Employer, Employee shall promptly return to Employer all documents and other property in his possession belonging to Employer, except as set forth in paragraph 8 of this Agreement.

17. Construction and Severability. The invalidity of any one or more provisions of this Agreement or any part thereof, all of which are inserted conditionally upon their being valid in law, shall not affect the validity of any other provisions to this Agreement; and in the event that one or more provisions contained herein shall be invalid, as determined by a court of competent jurisdiction, the court shall have authority to modify such provision in a manner that most closely reflects the intent of the parties and is valid. This Agreement shall be interpreted and applied in all circumstances in a

manner that is consistent with the intent of the parties that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Internal Revenue Code Section 409A. Accordingly, notwithstanding any other term or provision in this Agreement to the contrary, distributions of benefits payable following Employee's termination of employment shall commence as of the date required by this Agreement or, if later and to the extent required, the earliest date permitted by Internal Revenue Code Section 409A (generally six months after termination, if Employee is a "specified employee" within the meaning of Internal Revenue Code Section 409A).

18. Governing Law. This Agreement was executed and delivered in New York and shall be construed and governed in accordance with the laws of the State of New York.

19. Assignability and Successors. This Agreement may not be assigned by Employee or Employer, except that this Agreement shall be binding upon and shall inure to: (i) the benefit of the successor of Employer through merger, acquisition, or corporate reorganization and (ii) in the event of Employee's death, to his successors, assigns, estate, heirs or personal representatives. Employer shall require, as a condition of sale, that such purchaser or successor assumes this Agreement. Any attempted assignment in violation of this paragraph 19 shall be null and void and of no effect.

20. Miscellaneous.

a. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede all prior understandings and agreements; provided, however, that the Severance Agreement between Employee and Employer (the "Change in Control Agreement") shall remain in effect during the term of Employee's employment pursuant to this Agreement. The Change in Control Agreement shall expire at the time Employee's employment with Employer ends pursuant to this Agreement. Such termination of employment shall not be considered a "Compensable Termination" under the Change in Control Agreement.

b. This Agreement cannot be amended, modified, or supplemented in any respect, except by a subsequent written agreement entered into by the parties hereto.

c. The services to be performed by Employee are special and unique; it is agreed that any breach of this Agreement by Employee shall entitle Employer (or any successor or assigns of Employer), in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach.

d. The provisions of paragraphs 8, 9, 11, 13, 16, 18, 20 and 22 hereof shall survive the termination of this Agreement.

21. Counterparts. This Agreement may be executed in counterparts (each of which need not be executed by each of the parties), which together shall constitute one and the same instrument.

22. Arbitration. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Albany County, New York in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply New York law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute and shall have the authority to award reasonable attorneys' fees, costs and expenses to the party that substantially prevails. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

The foregoing is established by the following signatures of the parties.

ANGIODYNAMICS, INC.

Date: January 20, 2009

By: /s/ Vincent A. Bucci

Date: January 20, 2009

/s/ Eamonn P. Hobbs
EAMONN P. HOBBS

ANGIODYNAMICS®

INCORPORATED

January 20, 2009

PERSONAL AND CONFIDENTIAL

Mr. Eamonn P. Hobbs
3 Heron Hollow Rd.
Queensbury, NY 12804

Re: AngioDynamics, Inc.

Dear Eamonn:

This letter will confirm the agreement you have reached with AngioDynamics, Inc. (“AngioDynamics”) regarding your continued service to AngioDynamics beginning on October 20, 2009 (or the date you accept full-time employment elsewhere, if earlier). You will be retained by AngioDynamics as a special consultant to the Chairman of the Board of Directors of AngioDynamics for a period that will end on October 31, 2012. You will be paid an hourly rate of \$300 for your consulting services, which will be performed only at the written request of the Chairman of the Board. During this period, the options to acquire AngioDynamics stock that you currently hold will continue to vest and become or remain exercisable as provided in the original grant agreement(s), as applicable.

In addition to the consulting work described above, you acknowledge that AngioDynamics is involved in certain ongoing litigation matters, including the litigation with Biolitec, Inc. You agree to cooperate fully in any litigation matter involving AngioDynamics. After October 20, 2009, AngioDynamics will compensate you at a rate of \$300.00 per hour for the following activities: i) being deposed; ii) testifying in court; iii) meeting with AngioDynamics’ attorneys to discuss or prepare for deposition or testimony; and iv) reasonably preparing for deposition or testimony. Any of your activities related to any litigation prior to October 20, 2009 will be covered by your employment agreement and will not entitle you to additional compensation. You acknowledge that your obligation to cooperate in any litigation matter involving AngioDynamics will survive the termination or expiration of this agreement.

It is understood that the relationship created by this consulting agreement is that of an independent contractor and there will be no employment relationship between you and AngioDynamics during the term of this consulting agreement. Neither you nor AngioDynamics shall be responsible for the payment of any taxes arising out of the other party's activities under this consulting agreement, including, without limitation, all federal, state and local income and employment taxes.

This consulting agreement shall be construed and governed in accordance with the laws of the state of New York. Any dispute or claim arising out of or in connection with any provision of this consulting agreement will be finally settled by binding arbitration in Albany County, New York in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply New York law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute and shall have the authority to award reasonable attorneys' fees, costs and expenses to the party that substantially prevails. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

You may terminate this consulting agreement at any time upon ten (10) days written notice to AngioDynamics. AngioDynamics may terminate this consulting agreement for "cause" upon thirty (30) days written notice to you; provided, however, that such notice must specify with particularity the facts and circumstances that the Company contends constitute grounds for termination for cause and provided further that, except with respect to subsection (vi) below, you shall have fifteen (15) days after receiving such notice to cure such ground(s), if curable, in which event such notice shall not be effective. For purposes of this consulting agreement, "cause" shall mean (i) your willful and continued failure to substantially perform your duties to AngioDynamics; or (ii) your willful conduct which is materially adverse to AngioDynamics or its subsidiaries, monetarily or otherwise; or (iii) your insubordination, as defined from time to time by the Board; or (iv) your failure to comply with any of AngioDynamics' written policies, rules, regulations or procedures applicable to consultants; or (v) your material breach of any non-compete obligation contained in the employment agreement between you and AngioDynamics; or (vi) your conviction of (A) a felony or (B) a crime involving fraud, dishonesty or moral turpitude.

This consulting agreement represents our entire agreement regarding your consulting service to AngioDynamics and shall be binding upon you and AngioDynamics and AngioDynamics' successors and assigns. This consulting agreement is not assignable by you without the prior written consent of AngioDynamics. We each agree that, upon the reasonable request of the other, we will properly make, execute and deliver any and all other and further instruments as may be reasonable, necessary, desirable or convenient for the purpose of giving full force and effect to the provisions of this consulting agreement.

Please sign both originals of this letter and return one signed original to me. Please keep the other original signed document for your records.

I look forward to your continued service to AngioDynamics in your capacity as consultant.

Sincerely,

/s/ Vincent A. Bucci

Vincent A. Bucci
Chairman of the Board of Directors
AngioDynamics, Inc.

Accepted and Agreed:

By: /s/ Eamonn P. Hobbs
Eamonn P. Hobbs

Date: January 20, 2009

ANGIODYNAMICS®

INCORPORATED

NON-STATUTORY STOCK OPTION AGREEMENT

THIS AGREEMENT is made as of **January 20, 2009**, between AngioDynamics, Inc., ("Company") and **Eamonn P. Hobbs** ("Optionee"). Terms used herein have the same meaning as in the Company's 2004 Stock and Incentive Award Plan, as amended ("Plan").

1. The Company hereby grants to Optionee a Non-Statutory Stock Option to purchase **75,000** shares (the "Shares") of Common Stock pursuant and subject to the terms of the Plan, a copy of which has been delivered to Optionee and which is incorporated herein by reference.
2. The option price per Share shall be the average of the high and low sale prices of Company stock on the date of grant (as reported by NASDAQ) or on the most prior day on which sales of Company stock were reported.
3. The Option shall expire on January 31, 2010 unless earlier terminated.
4. In the event that Optionee violates the terms of the non-compete provisions of his employment agreement with the Company, the Option shall immediately expire and Optionee shall have no rights hereunder.
5. Except as provided hereinafter and in the Plan, the Option shall become exercisable on October 31, 2009, provided that the Optionee has remained in the continuous employ of the Company from the date of this Agreement. For purposes of this Agreement, service as a consultant or director of the Company shall be deemed to be employment by the Company.

Notwithstanding the foregoing, the Option shall be exercisable as to all Shares covered hereby upon a "Change in Control" (if the Option has not expired under Section 3, 4 or 7).

The Option may be exercised in accordance with the Plan prior to the expiration date (or earlier termination or cancellation date under Section 3, 4 or 7) at any time, and may be exercised in whole or in part as to the Shares then available for purchase. This Option may be exercised only to acquire whole shares. No fractional shares shall be issued, and an exercise that would otherwise result in the issuance of fractional shares shall be disregarded to the extent of the fraction.

6. The Option shall not be transferable otherwise than by will or by the laws of descent and distribution and during the lifetime of Optionee shall be exercisable only by Optionee.
7. In the event Optionee ceases to be employed by the Company for any reason other than death or disability, the Option may be exercised (if it has not expired under Sections 3 or 4 and is exercisable under Section 5), to the extent the Optionee is entitled to do so on the date of termination, only during the period ending three months from the date of such cessation.

Notwithstanding the foregoing, in the event the Optionee's employment is terminated for cause (as defined in the employment agreement between the parties) or Optionee's consulting agreement is terminated by the Company for cause (as defined in the consulting agreement between the parties), the Option shall terminate at the time of such termination.

8. In the event Optionee ceases to be employed by the Company by reason of death or disability, the Option may be fully exercised as to all Shares covered hereby (if it has not expired under Sections 3, 4 or 7 but regardless of whether it is exercisable under Section 5) only during the period ending one year from the date of such cessation.
 9. Nothing herein or in the Plan shall confer upon any employee of the Company any right to continue in the employment of the Company.
 10. The Option and the Plan are subject to adjustments, modifications and amendments as provided in the Plan.
 11. Subject to the Plan, this Agreement shall bind and inure to the benefit of the Company, Optionee and their respective successors, permitted assigns and personal representatives.
 12. This Agreement will be governed by and construed under the laws of Delaware.
 13. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Albany County, New York in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Delaware law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute and shall have the authority to award reasonable attorneys'
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fees, costs and expenses to the party that substantially prevails. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective from the date first above written.

ANGIODYNAMICS, INC.

By: /s/ Vincent A. Bucci

Vincent Bucci

Chairman of the Board of Directors

BY: /s/ Eamonn P. Hobbs

Eamonn P. Hobbs



FOR IMMEDIATE RELEASE

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Jan Keltjens Appointed President & CEO of AngioDynamics

*Executive Brings More Than 20 Years of Successful Medical Industry
Leadership Experience to the Company*

QUEENSBURY, N.Y. January 21, 2009 — AngioDynamics, Inc. (NASDAQ: ANGO) announced its Board of Directors has appointed Jan Keltjens, an executive with more than 20 years of successful medical industry leadership experience, President and CEO effective March 1 2009. Mr. Keltjens, 51, will succeed Eamonn Hobbs, a co-founder of AngioDynamics, who has led the company for the past 21 years and will become Vice Chairman of the Board of Directors.

Mr. Keltjens comes to AngioDynamics after serving as President and CEO of CryoCath Technologies, Inc. since early 2007. The Montreal, Quebec-based medical technology company is a leader in cryotherapy products for treating cardiac arrhythmias and was recently acquired by Medtronic, Inc. Mr. Keltjens previously served in various leadership positions at Cordis, a Johnson & Johnson company, including his last position as Worldwide General Manager of Cordis Neurovascular. He first joined Cordis in 1995 as Vice President and Managing Director responsible for international manufacturing and distribution operations, as well as research and development. He was promoted to Vice President of European Marketing and Vice President of Worldwide Strategic Marketing for Cordis Cardiology. Before joining Cordis, Mr. Keltjens led research and development departments at Unilever and was Managing Director of a group of small high tech companies.

“Jan’s appointment is the culmination of an extensive search for the best candidate to build on the successes of Eamonn’s founding leadership and take us to the next level in the Company’s growth and development,” said AngioDynamics’ Chairman of the Board of Directors, Vincent Bucci. “Eamonn built AngioDynamics into a \$200-million enterprise, and we believe Jan is the right person to take us to the half billion dollar revenue level and beyond. Jan brings to the Company extensive global operating and

managerial experience, as well as very strong industry background and a continuous track record of success. The entire Board of Directors joins me in welcoming Jan to the Company, and we look forward to working with him.”

“AngioDynamics is a very successful company and I look forward to working with Eamonn, the Board, and the entire team during the transition,” said Mr. Keltjens. “The Company’s IRE technology has the potential to become a game-changing technology addressing significant unmet clinical needs in the oncology field, and I believe there are many more opportunities to consistently grow the Access, Peripheral Vascular and Oncology businesses. At the same time, a strong balance sheet presents more opportunities for growth through carefully targeted and well executed acquisitions. ”

“Jan Keltjens brings to our Company a comprehensive understanding of our current markets and during his career has even managed an angiographic catheter product line. I look forward to working with Jan on a smooth transition of the CEO’s responsibilities, as well as refining my ongoing role with the Company in the development of markets for IRE technology,” said Mr. Hobbs.

Mr. Keltjens was born and raised in The Netherlands. He holds a masters degree in physics, with a specialty in low-temperature physics from the University of Eindhoven.

About AngioDynamics

AngioDynamics, Inc. is a leading provider of innovative medical devices used by interventional radiologists, surgeons and other physicians for the minimally invasive treatment of cancer and peripheral vascular disease. The Company’s diverse product line includes market-leading radiofrequency ablation and irreversible electroporation resection systems, vascular access products, angiographic products and accessories, dialysis products, angioplasty products, drainage products, thrombolytic products, embolization products and venous products. More information is available at www.angiodynamics.com.

Safe Harbor

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements regarding AngioDynamics’ expected future financial position, results of operations, cash flows, business strategy, budgets, projected costs, capital expenditures, products, competitive positions, growth opportunities, plans and objectives of management for future operations, as well as statements that include the words such as “expects,” “reaffirms” “intends,” “anticipates,” “plans,” “believes,” “seeks,” “estimates,” “potential,” or variations of such words and similar expressions, are forward-looking statements. These forward looking statements are not guarantees of future performance and are subject to risks and uncertainties. Investors are cautioned that actual events or results may differ from the Company’s expectations. Factors that may affect the actual results achieved by the Company include, without limitation, the ability of the Company to develop its existing and new products, future actions by the FDA or other regulatory agencies, results of pending or future clinical trials, overall economic conditions, general market conditions, market acceptance, foreign currency exchange rate fluctuations, the effects on pricing from

group purchasing organizations and competition, the ability of the Company to execute its leadership development plan and integrate purchased businesses, as well as the risk factors listed from time to time in the SEC filings of AngioDynamics, Inc., including but not limited to its Annual Report on Form 10-K for the year ended May 31, 2008. The Company does not assume any obligation to publicly update or revise any forward-looking statements for any reason.

In the United States, AngioDynamics' NanoKnife IRE System has been cleared by the FDA for use in the surgical ablation of soft tissue. This press release may discuss the use of the NanoKnife for specific clinical indications for which it is not cleared in the United States at this time.

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