

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

Form 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2009

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 0-19034

REGENERON PHARMACEUTICALS, INC.
(Exact name of registrant as specified in its charter)

New York
(State or other jurisdiction of
incorporation or organization)

13-3444607
(I.R.S. Employer Identification No.)

777 Old Saw Mill River Road
Tarrytown, New York
(Address of principal executive offices)

10591-6707
(Zip Code)

(914) 347-7000
(Registrant's telephone number, including area code)

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

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer", and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

Number of shares outstanding of each of the registrant's classes of common stock as of July 15, 2009:

<u>Class of Common Stock</u>	<u>Number of Shares</u>
Class A Stock, \$0.001 par value	2,246,698
Common Stock, \$0.001 par value	77,932,500

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PART I. FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

REGENERON PHARMACEUTICALS, INC.
CONDENSED BALANCE SHEETS AT JUNE 30, 2009 AND DECEMBER 31, 2008 (Unaudited)
(In thousands, except share data)

	June 30, 2009	December 31, 2008
		<i>(Revised - see Note 8)</i>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 271,466	\$ 247,796
Marketable securities	120,452	226,954
Accounts receivable from the sanofi-aventis Group	54,240	33,302
Accounts receivable - other	5,806	1,910
Prepaid expenses and other current assets	13,068	11,480
Total current assets	465,032	521,442
Restricted cash	1,600	1,650
Marketable securities	72,845	51,061
Property, plant, and equipment, at cost, net of accumulated depreciation and amortization	195,408	142,035
Other assets	7,460	8,032
Total assets	<u>\$ 742,345</u>	<u>\$ 724,220</u>
LIABILITIES and STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable and accrued expenses	\$ 51,881	\$ 36,168
Deferred revenue from sanofi-aventis, current portion	21,553	21,390
Deferred revenue - other, current portion	46,990	26,114

Total current liabilities	120,424	83,672
Deferred revenue from sanofi-aventis	95,362	105,586
Deferred revenue - other	51,893	56,835
Facility lease obligation	62,925	56,019
Other long term liabilities	1,235	594
Total liabilities	<u>331,839</u>	<u>302,706</u>
Commitments and contingencies		
Stockholders' equity		
Preferred stock, \$.01 par value; 30,000,000 shares authorized; issued and outstanding-none		
Class A Stock, convertible, \$.001 par value; 40,000,000 shares authorized; shares issued and outstanding - 2,246,698 in 2009 and 2,248,698 in 2008	2	2
Common Stock, \$.001 par value; 160,000,000 shares authorized; shares issued and outstanding - 77,921,038 in 2009 and 77,642,203 in 2008	78	78
Additional paid-in capital	1,313,003	1,294,813
Accumulated deficit	(903,591)	(873,265)
Accumulated other comprehensive income (loss)	1,014	(114)
Total stockholders' equity	<u>410,506</u>	<u>421,514</u>
Total liabilities and stockholders' equity	<u>\$ 742,345</u>	<u>\$ 724,220</u>

The accompanying notes are an integral part of the financial statements.

REGENERON PHARMACEUTICALS, INC.
CONDENSED STATEMENTS OF OPERATIONS (Unaudited)
(In thousands, except per share data)

	Three months ended June 30,		Six months ended June 30,	
	2009	2008	2009	2008
		<i>(Revised - see Note 8)</i>		<i>(Revised - see Note 8)</i>
Revenues				
Contract research and development from sanofi-aventis	\$ 60,732	\$ 38,606	\$ 110,392	\$ 74,340
Other contract research and development	14,800	12,047	26,230	22,696
Technology licensing	10,000	10,000	20,000	20,000
Net product sales	4,500	8,391	8,391	20,000
	<u>90,032</u>	<u>60,653</u>	<u>165,013</u>	<u>117,036</u>
Expenses				
Research and development	94,231	66,777	174,538	128,246
Selling, general, and administrative	11,632	13,495	23,052	24,549
Cost of goods sold	435	827	827	827
	<u>106,298</u>	<u>80,272</u>	<u>198,417</u>	<u>152,795</u>
Loss from operations	<u>(16,266)</u>	<u>(19,619)</u>	<u>(33,404)</u>	<u>(35,759)</u>
Other income (expense)				
Investment income	1,328	4,535	3,078	11,839
Interest expense		(2,674)		(5,685)
Loss on early extinguishment of debt		(931)		(931)
	<u>1,328</u>	<u>930</u>	<u>3,078</u>	<u>5,223</u>
Net loss	<u>\$ (14,938)</u>	<u>\$ (18,689)</u>	<u>\$ (30,326)</u>	<u>\$ (30,536)</u>
Net loss per share, basic and diluted	\$ (0.19)	\$ (0.24)	\$ (0.38)	\$ (0.39)
Weighted average shares outstanding, basic and diluted	79,626	78,689	79,562	78,591

The accompanying notes are an integral part of the financial statements.

REGENERON PHARMACEUTICALS, INC.
CONDENSED STATEMENT OF STOCKHOLDERS' EQUITY (Unaudited)
For the six months ended June 30, 2009
(In thousands)

	Class A Stock		Common Stock		Additional	Accumulated	Accumulated	Other	Total	Comprehensive
	Shares	Amount	Shares	Amount	Paid-in Capital	Deficit	Comprehensive Income (Loss)	Comprehensive Income (Loss)	Stockholders' Equity	Loss
Balance, December 31, 2008 (Revised- see Note 8)	2,249	\$ 2	77,642	\$ 78	\$ 1,294,813	\$ (873,265)	\$	(114)	\$ 421,514	
Issuance of Common Stock in connection with exercise of stock options, net of shares tendered			196		1,705				1,705	
Issuance of Common Stock in connection with Company 401(k) Savings Plan contribution			81		1,391				1,391	
Conversion of Class A Stock to Common Stock	(2)		2							
Stock-based compensation expense					15,094				15,094	
Net loss						(30,326)			(30,326)	\$ (30,326)
Change in net unrealized gain (loss) on marketable securities								1,128	1,128	1,128
Balance, June 30, 2009	2,247	\$ 2	77,921	\$ 78	\$ 1,313,003	\$ (903,591)	\$	1,014	\$ 410,506	\$ (29,198)

The accompanying notes are an integral part of the financial statements.

REGENERON PHARMACEUTICALS, INC.
CONDENSED STATEMENTS OF CASH FLOWS (Unaudited)
(In thousands)

	Six months ended June 30,	
	2009	2008
		<i>(Revised - see Note 8)</i>
Cash flows from operating activities		
Net loss	\$ (30,326)	\$ (30,536)
Adjustments to reconcile net loss to net cash used in operating activities		
Depreciation and amortization	5,722	5,887
Non-cash compensation expense	15,094	16,500
Loss on early extinguishment of debt		931
Impairment charge on marketable securities		530
Changes in assets and liabilities		
Increase in accounts receivable	(24,834)	(14,518)
(Increase) decrease in prepaid expenses and other assets	(578)	3,866
Increase in deferred revenue	5,873	6,527
Increase (decrease) in accounts payable, accrued expenses, and other liabilities	13,045	(887)
Total adjustments	14,322	18,836
Net cash used in operating activities	(16,004)	(11,700)
Cash flows from investing activities		
Purchases of marketable securities	(105,315)	(346,647)
Sales or maturities of marketable securities	190,723	239,853
Capital expenditures	(52,671)	(9,789)
Decrease (increase) in restricted cash	50	(50)
Net cash provided by (used in) investing activities	32,787	(116,633)
Cash flows from financing activities		
Extinguishment of long-term debt		(82,148)
Proceeds in connection with facility lease obligation	5,182	
Net proceeds from the issuance of Common Stock	1,705	3,685
Net cash provided by (used in) financing activities	6,887	(78,463)

Net increase (decrease) in cash and cash equivalents	23,670	(206,796)
Cash and cash equivalents at beginning of period	247,796	498,925
Cash and cash equivalents at end of period	\$ 271,466	\$ 292,129

The accompanying notes are an integral part of the financial statements.

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REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

1. Interim Financial Statements

The interim Condensed Financial Statements of Regeneron Pharmaceuticals, Inc. (“Regeneron” or the “Company”) have been prepared in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all information and disclosures necessary for a presentation of the Company’s financial position, results of operations, and cash flows in conformity with accounting principles generally accepted in the United States of America. In the opinion of management, these financial statements reflect all adjustments, consisting only of normal recurring accruals, necessary for a fair presentation of the Company’s financial position, results of operations, and cash flows for such periods. The results of operations for any interim periods are not necessarily indicative of the results for the full year. The December 31, 2008 Condensed Balance Sheet data were derived from audited financial statements, but do not include all disclosures required by accounting principles generally accepted in the United States of America. These financial statements should be read in conjunction with the financial statements and notes thereto contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2008. In addition, the previously issued balance sheet of the Company at December 31, 2008 contained in the Company’s Annual Report on Form 10-K for the year ended December 31, 2008, and the previously issued condensed statement of operations for the three and six months ended June 30, 2008 and condensed statement of cash flows for the six months ended June 30, 2008, contained in the Company’s Quarterly Report on Form 10-Q for the period ended June 30, 2008, have been revised in this Quarterly Report on Form 10-Q in connection with the application of Emerging Issues Task Force Statement No. 97-10, *The Effect of Lessee Involvement in Asset Construction* (EITF 97-10), to the Company’s December 2006 lease of office and laboratory facilities in Tarrytown, New York. See Note 8b below.

Included in research and development expenses is the Company’s share of VEGF Trap-Eye development expenses incurred by Bayer HealthCare LLC, including the Company’s share of Bayer HealthCare’s estimated VEGF Trap-Eye development expenses for the most recent interim fiscal quarter. The Bayer HealthCare estimate each quarter is adjusted to agree with actual expenses for such quarter in the subsequent interim fiscal quarter.

Effective in the first quarter of 2009, the estimated useful lives of laboratory and other equipment, which is a component of property, plant, and equipment, has been extended from 3 – 5 years to 3 – 10 years. The effect of this change in estimate was to lower depreciation expense by \$0.2 million and \$0.5 million for the three and six months ended June 30, 2009. There was no impact on the net loss per share as a result of this change in estimate.

2. ARCALYST® (rilonacept) Product Revenue

In February 2008, the Company received marketing approval from the U.S. Food and Drug Administration (“FDA”) for ARCALYST® (rilonacept) Injection for Subcutaneous Use for the treatment of Cryopyrin-Associated Periodic Syndromes (“CAPS”). For the three and six months ended June 30, 2009, the Company recognized as revenue \$4.5 million and \$8.4 million, respectively, of ARCALYST net product sales for which the right of return no longer existed and rebates could be reasonably estimated. At June 30, 2009 and 2008, deferred revenue related to ARCALYST net product sales totaled \$4.9 million and \$2.3 million, respectively.

Cost of goods sold related to ARCALYST sales totaled \$0.4 million and \$0.8 million for the three and six months ended June 30, 2009, respectively, and consisted primarily of royalties. To date, ARCALYST shipments to the Company’s customers have consisted of supplies of inventory manufactured and expensed prior to FDA approval of ARCALYST; therefore, the costs of these supplies were not included in costs of goods sold. At June 30, 2009, the Company had \$0.4 million of inventoried work-in-process costs related to ARCALYST, which is included in prepaid expenses and other current assets. There were no capitalized inventory costs at December 31, 2008.

3. Per Share Data

The Company’s basic and diluted net loss per share amounts have been computed by dividing net loss by the weighted average number of shares of Common Stock and Class A Stock outstanding. Net loss per share is presented on a combined basis, inclusive of Common Stock and Class A Stock outstanding, as each class of stock has equivalent economic rights. For the three and six months ended June 30, 2009 and 2008, the Company reported net losses; therefore, no common stock equivalents were included in the computation of diluted net loss per share for these periods, since such inclusion would have been antidilutive.

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REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

The calculations of basic and diluted net loss per share are as follows:

	Three Months Ended June 30,	
	2009	2008

Net loss (Numerator)	\$ (14,938)	\$ (18,689)
Weighted-average shares, in thousands (Denominator)	79,626	78,689
Basic and diluted net loss per share	\$ (0.19)	\$ (0.24)
	Six Months Ended June 30,	
	2009	2008
Net loss (Numerator)	\$ (30,326)	\$ (30,536)
Weighted-average shares, in thousands (Denominator)	79,562	78,591
Basic and diluted net loss per share	\$ (0.38)	\$ (0.39)

Shares issuable upon the exercise of stock options, vesting of restricted stock awards, and conversion of convertible debt, which have been excluded from the June 30, 2009 and 2008 diluted per share amounts because their effect would have been antidilutive, include the following:

	Three months ended June 30,	
	2009	2008
Stock Options:		
Weighted average number, in thousands	20,106	17,583
Weighted average exercise price	\$ 17.56	\$ 17.24
Restricted Stock:		
Weighted average number, in thousands	500	500
Convertible Debt:		
Weighted average number, in thousands		5,848
Conversion price		\$ 30.25
	Six months ended June 30,	
	2009	2008
Stock Options:		
Weighted average number, in thousands	20,161	17,632
Weighted average exercise price	\$ 17.56	\$ 17.20
Restricted Stock:		
Weighted average number, in thousands	500	500
Convertible Debt:		
Weighted average number, in thousands		6,229
Conversion price		\$ 30.25

REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

4. Statement of Cash Flows

Supplemental disclosure of noncash investing and financing activities:

Included in accounts payable and accrued expenses at June 30, 2009 and December 31, 2008 were \$12.1 million and \$7.0 million, respectively, of accrued capital expenditures. Included in accounts payable and accrued expenses at June 30, 2008 and December 31, 2007 were \$3.2 million and \$1.7 million, respectively, of accrued capital expenditures.

In connection with the application of EITF 97-10 to the Company's lease of office and laboratory facilities in Tarrytown, New York (see Note 8b), the Company recognized a facility lease obligation of \$1.3 million and \$16.9 million for the six months ended June 30, 2009 and 2008, respectively, in connection with capitalizing, on the Company's books, the landlord's costs of constructing new facilities that the Company has leased.

Included in accounts payable and accrued expenses at December 31, 2008 and 2007 were \$1.5 million and \$1.1 million, respectively, of accrued Company 401(k) Savings Plan contribution expense. In the first quarter of 2009 and 2008, the Company contributed 81,086 and 58,575 shares, respectively, of Common Stock to the 401(k) Savings Plan in satisfaction of these obligations.

Included in marketable securities at June 30, 2009 and December 31, 2008 were \$1.3 million and \$1.7 million, respectively, of accrued interest income. Included in marketable securities at June 30, 2008 and December 31, 2007 were \$1.3 million and \$2.2 million, respectively, of accrued interest income.

5. Marketable Securities

Marketable securities at June 30, 2009 and December 31, 2008 consisted of debt securities, as detailed below, and equity securities, the aggregate fair value of which was \$5.0 million and \$3.7 million at June 30, 2009 and December 31, 2008, respectively, and the aggregate cost basis of which was \$4.1 million at both June 30, 2009 and December 31, 2008. The following tables summarize the amortized cost basis of debt securities included in marketable securities, the aggregate fair value of those securities, and gross unrealized gains and losses on those securities at June 30, 2009 and December 31, 2008. The Company classifies its debt securities, other than mortgage-backed and other asset-backed securities, based on their contractual maturity dates. Maturities of mortgage-backed and other asset-backed securities have been estimated based primarily on repayment characteristics and experience of the senior tranches that the Company holds.

At June 30, 2009	Amortized Cost Basis	Fair Value	Unrealized		
			Gains	(Losses)	Net
Maturities within one year					
U.S. government obligations	\$ 95,598	\$ 95,784	\$ 186		\$ 186
Corporate bonds	16,768	16,893	125		125
Mortgage-backed securities	5,006	4,289		\$ (717)	(717)
Other asset-backed securities	448	450	2		2
U.S. government guaranteed collateralized mortgage obligations	3,021	3,036	15		15
	<u>120,841</u>	<u>120,452</u>	<u>328</u>	<u>(717)</u>	<u>(389)</u>
Maturities between one and three years					
U.S. government guaranteed corporate bonds	48,444	48,735	296	(5)	291
U.S. government obligations	10,167	10,218	51		51
Corporate bonds	3,226	3,427	201		201
Mortgage-backed securities	1,077	1,021		(56)	(56)
U.S. government guaranteed collateralized mortgage obligations	4,382	4,413	31		31
	<u>67,296</u>	<u>67,814</u>	<u>579</u>	<u>(61)</u>	<u>518</u>
	<u>\$ 188,137</u>	<u>\$ 188,266</u>	<u>\$ 907</u>	<u>\$ (778)</u>	<u>\$ 129</u>

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REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

At December 31, 2008	Amortized Cost Basis	Fair Value	Unrealized		
			Gains	(Losses)	Net
Maturities within one year					
U.S. government obligations	\$ 170,993	\$ 172,253	\$ 1,260		\$ 1,260
Corporate bonds	26,894	26,662	25	\$ (257)	(232)
Mortgage-backed securities	9,098	8,420		(678)	(678)
Other asset-backed securities	7,842	7,829		(13)	(13)
U.S. government guaranteed collateralized mortgage obligations	11,742	11,792	50		50
	<u>226,569</u>	<u>226,956</u>	<u>1,335</u>	<u>(948)</u>	<u>387</u>
Maturities between one and three years					
U.S. government guaranteed corporate bonds	29,853	29,811	82	(124)	(42)
Corporate bonds	10,446	10,414	77	(109)	(32)
Mortgage-backed securities	1,821	1,556		(265)	(265)
U.S. government guaranteed collateralized mortgage obligations	5,297	5,570	273		273
	<u>47,417</u>	<u>47,351</u>	<u>432</u>	<u>(498)</u>	<u>(66)</u>
	<u>\$ 273,986</u>	<u>\$ 274,307</u>	<u>\$ 1,767</u>	<u>\$ (1,446)</u>	<u>\$ 321</u>

At June 30, 2009 and December 31, 2008, marketable securities included an additional unrealized gain of \$0.9 million and an additional unrealized loss of \$0.4 million, respectively, related to one equity security in the Company's marketable securities portfolio.

The following table shows the fair value of the Company's marketable securities that have unrealized losses and that are deemed to be only temporarily impaired, aggregated by investment category and length of time that the individual securities have been in a continuous unrealized loss position, at June 30, 2009 and December 31, 2008. The debt securities listed at June 30, 2009 mature at various dates through December 2011.

Less than 12 Months	12 Months or Greater	Total
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At June 30, 2009	Unrealized		Unrealized		Unrealized	
	Fair Value	Loss	Fair Value	Loss	Fair Value	Loss
Government guaranteed corporate bonds	\$ 3,091	\$ (5)			\$ 3,091	\$ (5)
Mortgage-backed securities			\$ 5,310	\$ (773)	5,310	(773)
	<u>\$ 3,091</u>	<u>\$ (5)</u>	<u>\$ 5,310</u>	<u>\$ (773)</u>	<u>\$ 8,401</u>	<u>\$ (778)</u>

At December 31, 2008	Unrealized		Unrealized		Unrealized	
	Fair Value	Loss	Fair Value	Loss	Fair Value	Loss
Corporate bonds	\$ 15,559	\$ (287)	\$ 2,933	\$ (79)	\$ 18,492	\$ (366)
Government guaranteed corporate bonds	11,300	(124)			11,300	(124)
Mortgage-backed securities	871	(74)	9,104	(869)	9,975	(943)
Other asset-backed securities	7,829	(13)			7,829	(13)
Equity securities	3,608	(436)			3,608	(436)
	<u>\$ 39,167</u>	<u>\$ (934)</u>	<u>\$ 12,037</u>	<u>\$ (948)</u>	<u>\$ 51,204</u>	<u>\$ (1,882)</u>

Realized gains and losses are included as a component of investment income. For the three and six months ended June 30, 2009, realized gains and losses on sales of marketable securities were not significant. For the three and six months ended June 30, 2008, realized gains on sales of marketable securities totaled \$0.1 million and realized losses on sales of marketable securities were not significant. In computing realized gains and losses, the Company computes the cost of its investments on a specific identification basis. Such cost includes the direct costs to acquire the security, adjusted for the amortization of any discount or premium.

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REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

The Company's assets that are measured at fair value on a recurring basis, at June 30, 2009 and December 31, 2008, were as follows:

Description	Fair Value at June 30, 2009	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Available-for-sale marketable securities				
U.S. government obligations	\$ 106,002		\$ 106,002	
U.S. government guaranteed corporate bonds	48,735		48,735	
Corporate bonds	20,320		20,320	
Mortgage-backed securities	5,310		5,310	
Other asset-backed securities	450		450	
U.S. government guaranteed collateralized mortgage obligations	7,449		7,449	
Equity securities	5,031	\$ 4,931		\$ 100
Total	<u>\$ 193,297</u>	<u>\$ 4,931</u>	<u>\$ 188,266</u>	<u>\$ 100</u>

Description	Fair Value at December 31, 2008	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Available-for-sale marketable securities				
U.S. government obligations	\$ 172,253		\$ 172,253	
U.S. government guaranteed corporate bonds	29,811		29,811	
Corporate bonds	37,076		37,076	
Mortgage-backed securities	9,976		9,976	
Other asset backed securities	7,829		7,829	
U.S. government guaranteed collateralized mortgage obligations	17,362		17,362	
Equity securities	3,708	\$ 3,608		\$ 100
Total	<u>\$ 278,015</u>	<u>\$ 3,608</u>	<u>\$ 274,307</u>	<u>\$ 100</u>

Marketable securities included in Level 2 were valued using a market approach utilizing prices and other relevant information, such as interest rates, yield curves, prepayment speeds, loss severities, credit risks and default rates, generated by market transactions involving identical or comparable assets. The Company considers market liquidity in determining the best price for these securities. During the three and six months ended June 30, 2009 and 2008, the Company did not record any charges for other-than-temporary impairment of its Level 2 marketable securities.

Marketable securities included in Level 3 were valued using information provided by the Company's investment advisors, including quoted bid prices which take into consideration the securities' current lack of liquidity. During the three and six months ended June 30, 2009, the Company did not record any charges for

other-than-temporary impairment of its Level 3 marketable securities. During the three and six months ended June 30, 2008, deterioration in the credit quality of a marketable security included in Level 3 subjected the Company to the risk of not being able to recover the carrying value of the investment. As such, the Company recorded a \$0.5 million charge related to this investment.

REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

There were no unrealized gains or losses related to the Company's Level 3 marketable securities for the three or six months ended June 30, 2009 and 2008. In addition, there were no purchases, sales, or maturities of Level 3 marketable securities, and no transfers of marketable securities between the Level 2 and Level 3 classifications, during the three and six months ended June 30, 2009 and 2008.

Changes in marketable securities included in Level 3 during the three and six months ended June 30, 2009 and 2008 were as follows:

	Level 3 marketable securities	
	2009	2008
Balance, January 1 and April 1	\$ 100	\$ 7,950
Settlements		(2,425)
Impairments		(530)
Balance, June 30	<u>\$ 100</u>	<u>\$ 4,995</u>

On a quarterly basis, the Company reviews its portfolio of marketable securities, using both quantitative and qualitative factors, to determine if declines in fair value below cost are other-than-temporary. With respect to debt securities, this review process also includes an evaluation of the Company's (a) intent to sell an individual debt security or (b) need to sell the debt security before its anticipated recovery or maturity. With respect to equity securities, this review process includes an evaluation of the Company's ability and intent to hold the securities until their full value can be recovered.

The current economic environment, the deterioration in the credit quality of some of the issuers of securities that the Company holds, and the recent volatility of securities markets increase the risk that there could be further declines in the market value of marketable securities in the Company's investment portfolio and that such declines could result in charges against income in future periods for other-than-temporary impairments, and such amounts could be material.

6. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses as of June 30, 2009 and December 31, 2008 consist of the following:

	June 30, 2009	December 31, 2008
Accounts payable	\$ 13,034	\$ 6,268
Payable to Bayer HealthCare		9,799
Accrued payroll and related costs	13,619	5,948
Accrued clinical trial expense	12,199	4,273
Accrued property, plant, and equipment expenses	8,641	5,994
Accrued expenses, other	4,388	3,886
	<u>\$ 51,881</u>	<u>\$ 36,168</u>

REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

7. Comprehensive Loss

The Company presents comprehensive income (loss) in accordance with Statement of Financial Accounting Standards No. ("SFAS") 130, *Reporting Comprehensive Income*. Comprehensive loss of the Company includes net loss adjusted for the change in net unrealized gain (loss) on marketable securities. For the three and six months ended June 30, 2009 and 2008, the components of comprehensive loss are:

	Three months ended June 30,	
	2009	2008
Net loss	\$ (14,938)	\$ (18,689)
Change in net unrealized gain (loss) on marketable securities	2,262	(1,143)
Total comprehensive loss	<u>\$ (12,676)</u>	<u>\$ (19,832)</u>

	Six months ended June 30,	
	2009	2008
Net loss	\$ (30,326)	\$ (30,536)
Change in net unrealized gain (loss) on marketable securities	1,128	(485)

8. Lease – Tarrytown, New York Facilities

a. Lease Amendment

The Company leases laboratory and office facilities in Tarrytown, New York. In December 2006, the Company entered into a new agreement (which was amended in October 2007 and September 2008) to lease laboratory and office space at the Company's current Tarrytown location, including space that is now under construction and expected to be completed in mid-2009 (the "new facilities"). The term of the lease commenced effective June 2008 and will expire in June 2024. In April 2009, the Company amended the lease agreement to increase the amount of space the Company will lease. As amended, the lease contains early termination options for the portion of the space that excludes the new facilities. Other terms and conditions, as previously described in the Company's Annual Report on Form 10-K for the year ended December 31, 2008, remain unchanged. In connection with the lease amendment, in April 2009, the Company terminated an April 2008 sublease for space in Tarrytown, New York.

In connection with the April 2009 lease amendment, the Company's total estimated future minimum noncancelable lease commitments, previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2008, will increase to \$9.4 million, \$14.5 million, \$14.7 million, \$13.7 million, and \$15.1 million for the years ended December 31, 2009, 2010, 2011, 2012, and 2013, respectively, and increase to \$182.5 million, in the aggregate, for years subsequent to 2013.

b. Revisions of Previously Issued Financial Statements

The application of EITF 97-10, *The Effect of Lessee Involvement in Asset Construction*, under certain conditions, can result in the capitalization on a lessee's books of a lessor's costs of constructing facilities to be leased to the lessee. Recently, the Company became aware that certain of these conditions were applicable to its December 2006 lease, as amended, of new laboratory and office facilities being constructed in Tarrytown by the Company's landlord. As a result, pursuant to EITF 97-10, the Company is deemed, in substance, to be the owner of the landlord's buildings during the construction phase and the landlord's costs of constructing these new facilities are required to be capitalized on the Company's books as a non-cash transaction during the new facilities' construction, offset by a corresponding lease obligation on the Company's balance sheet. In addition, the land element of the lease should have been accounted for as an operating lease; therefore, adjustments to non-cash rent expense previously recognized pursuant to SFAS 13, *Accounting for Leases*, in connection with these new facilities are also required. Construction of the new facilities is not yet completed and actual lease payments will not commence until August 2009.

The Company has revised its previously issued financial statements to capitalize the landlord's costs of constructing their new Tarrytown facilities which the Company is leasing and to adjust the Company's previously recognized rent expense in connection with these facilities, as described above. These revisions primarily resulted in an increase to property, plant, and equipment and a corresponding increase in facility lease obligation (a long-term liability) at each balance sheet date. The Company also revised its statements of operations and statements of cash flows to reflect rent expense in connection with only the land element of its lease, with a corresponding adjustment to other long-term liabilities. In addition, the Company's statement of cash flows for the quarter ended March 31, 2009 has been revised to reclassify, from an operating activity to a financing activity, a \$5.2 million reimbursement received from the Company's landlord for tenant improvement costs that the Company incurred. Under EITF 97-10, such payments that the Company receives from its landlord are deemed to be a financing obligation.

REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

The above described revisions consisted entirely of non-cash adjustments. They had no impact on the Company's business operations, existing capital resources, or the Company's ability to fund its operating needs, including the preclinical and clinical development of its product candidates. The revisions also had no impact on the Company's previously reported net increases or decreases in cash and cash equivalents in any period and, except for the quarter ended March 31, 2009 (as described above), had no impact on the Company's previously reported net cash flows from operating activities, investing activities and financing activities. In addition, these revisions had no impact on the Company's previously reported current assets, current liabilities, and operating revenues. Therefore, after considering both qualitative and quantitative factors, the Company believes that the judgment of a reasonable person relying on the Company's previously issued financial statements would not have been changed or influenced by the above described revisions to those financial statements, which result from applying EITF 97-10.

For comparative purposes, the impact of the above described revisions to the Company's balance sheets as of the dates set forth below is as follows:

Balance Sheet Impact at December 31, 2007 and 2008, and March 31, 2009

(in millions)

	December 31, 2007	December 31, 2008	March 31, 2009
As originally reported			
Property, plant, and equipment, net	\$ 58.3	\$ 87.9	\$ 109.8
Total assets	936.3	670.0	681.4
Other long-term liabilities		5.1	13.2
Total liabilities	476.0	251.2	271.1
Accumulated deficit	(793.2)	(875.9)	(893.4)
Total stockholders' equity	460.3	418.8	410.3
Total liabilities and stockholders' equity	936.3	670.0	681.4

As revised			
Property, plant, and equipment, net	\$ 79.9	\$ 142.0	\$ 164.6
Total assets	957.9	724.2	736.2
Facility lease obligation	22.5	56.0	62.0
Other long-term liabilities		0.6	1.2
Total liabilities	498.5	302.7	321.1
Accumulated deficit	(794.1)	(873.3)	(888.7)
Total stockholders' equity	459.4	421.5	415.1
Total liabilities and stockholders' equity	957.9	724.2	736.2

For comparative purposes, the impact of the above described revisions to the Company's statements of operations and statement of cash flows for the period(s) set forth below is as follows:

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REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

Statements of Operations Impact for the three, six, and nine month periods ended March 31, June 30, and September 30, 2008, the years ended December 31, 2007 and 2008, and the three months ended March 31, 2009
(in millions, except per share data)

	March 31, 2008	June 30, 2008	September 30, 2008	December 31, 2007	December 31, 2008	March 31, 2009
As originally reported						
Research and development expenses	\$ 61.3	\$ 127.8	\$ 201.7	\$ 201.6	\$ 278.0	\$ 82.1
Selling, general, and administrative expenses	11.0	24.5	35.9	37.9	49.3	11.7
Total expenses	72.3	152.3	237.9	239.5	328.3	94.2
Net loss	(11.6)	(30.1)	(51.2)	(105.6)	(82.7)	(17.5)
Net loss per share, basic and diluted	\$ (0.15)	\$ (0.38)	\$ (0.65)	\$ (1.59)	\$ (1.05)	\$ (0.22)

As revised						
Research and development expenses	\$ 61.5	\$ 128.2	\$ 200.3	\$ 202.5	\$ 274.9	\$ 80.3
Selling, general, and administrative expenses	11.1	24.6	35.7	37.9	48.9	11.4
Total expenses	72.5	152.8	236.3	240.4	324.7	92.1
Net loss	(11.8)	(30.5)	(49.6)	(106.5)	(79.1)	(15.4)
Net loss per share, basic and diluted	\$ (0.15)	\$ (0.39)	\$ (0.63)	\$ (1.61)	\$ (1.00)	\$ (0.19)

Statement of Cash Flows Impact for the three months ended March 31, 2009
(in millions)

	As Originally Reported	As Revised
Net cash used in operating activities	\$ (10.2)	\$ (15.4)
Net cash used in investing activities	(39.5)	(39.5)
Net cash provided by financing activities	1.0	6.2
Net decrease in cash and cash equivalents	\$ (48.7)	\$ (48.7)

These revised amounts, as applicable, are reflected in the Company's financial statements included in this Quarterly Report on Form 10-Q for the period ended June 30, 2009, and will be reflected in the Company's financial statements included in the Company's Quarterly Reports on Form 10-Q for the periods ended September 30, 2009 and March 31, 2010 and the Company's Annual Report on Form 10-K for the year ended December 31, 2009.

9. Royalty Agreements with Novartis Pharma AG

In June 2009, the Company entered into two royalty agreements with Novartis Pharma AG ("Novartis") that replaced a previous collaboration and license agreement. Under the first royalty agreement, the Company is entitled to receive royalties on worldwide sales of Novartis' canakinumab (ACZ885), a fully

human anti-interleukin-IL1 β antibody approved to treat CAPS and in development for a number of other inflammatory diseases. On the basis of the same agreement, the Company waived its rights to opt-in to the development and commercialization of canakinumab. Under the second royalty agreement, Novartis is entitled to receive royalties on worldwide sales of a second-generation interleukin-1 Trap, should the Company decide to proceed in the development of, and ultimately commercialize, this Trap. The financial terms of both agreements are identical in relation to stepped royalties to be paid on the basis of future sales, which start at 4% and reach 15% when annual sales exceed \$1.5 billion. The agreements do not provide for any upfront or milestone payments or any sharing of development expenses.

REGENERON PHARMACEUTICALS, INC.

Notes to Condensed Financial Statements (Unaudited)

(Unless otherwise noted, dollars in thousands, except per share data)

The royalty agreements replace a 2003 collaboration and license agreement under which the Company had the right to opt in to the development and commercialization of Novartis' interleukin-1 antibody and Novartis had the right to opt in to the development and commercialization of the Company's second-generation interleukin-1 Trap. That collaboration and license agreement has been terminated.

10. Legal Matters

From time to time, the Company is a party to legal proceedings in the course of its business. The Company does not expect any such current legal proceedings to have a material adverse effect on the Company's business or financial condition.

11. Future Impact of Recently Issued Accounting Standards

In June 2009, the Financial Accounting Standards Board ("FASB") issued SFAS 168, *The FASB Accounting Standards CodificationTM and the Hierarchy of Generally Accepted Accounting Principles*. When effective, the FASB Accounting Standards Codification (the "Codification") will become the single official source of authoritative, nongovernmental U.S. generally accepted accounting principles ("GAAP"). The Codification will be effective for interim and annual periods ending after September 15, 2009. The Company will be required to report using the Codification commencing with the quarter ended September 30, 2009. Management does not anticipate that reporting under the Codification will have a material impact on the Company's financial statements.

12. Subsequent Events

In connection with the Company's license and collaboration agreement with Bayer HealthCare LLC to globally develop, and commercialize outside the United States, the Company's VEGF Trap-Eye for the treatment of eye disease by local administration, the Company received a \$20.0 million milestone payment in July 2009 in connection with the dosing of the first patient in a Phase 3 trial of VEGF Trap-Eye in Central Retinal Vein Occlusion ("CRVO").

The Company has evaluated subsequent events through August 4, 2009, the date on which the financial statements were issued, and has determined that there are no subsequent events that require adjustments to the financial statements for the quarter ended June 30, 2009.

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

The discussion below contains forward-looking statements that involve risks and uncertainties relating to future events and the future financial performance of Regeneron Pharmaceuticals, Inc., and actual events or results may differ materially. These statements concern, among other things, the possible success and therapeutic applications of our product candidates and research programs, anticipated sales of our marketed product, the timing and nature of the clinical and research programs now underway or planned, and the future sources and uses of capital and our financial needs. These statements are made by us based on management's current beliefs and judgment. In evaluating such statements, stockholders and potential investors should specifically consider the various factors identified under the caption "Risk Factors" which could cause actual results to differ materially from those indicated by such forward-looking statements. We do not undertake any obligation to update publicly any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

Overview

Regeneron Pharmaceuticals, Inc. is a biopharmaceutical company that discovers, develops, and commercializes pharmaceutical products for the treatment of serious medical conditions. We currently have one marketed product: ARCALYST[®] (rilonacept) Injection for Subcutaneous Use, which is available for prescription in the United States for the treatment of Cryopyrin-Associated Periodic Syndromes (CAPS), including Familial Cold Auto-inflammatory Syndrome (FCAS) and Muckle-Wells Syndrome (MWS) in adults and children 12 and older. We also have six clinical development programs, including three late-stage clinical programs. Our late stage programs are aflibercept (VEGF Trap), which is being developed in oncology in collaboration with the sanofi-aventis Group, VEGF Trap-Eye, which is being developed in eye diseases using intraocular delivery in collaboration with Bayer HealthCare LLC, and ARCALYST, which is being developed for the treatment of gout. Our earlier stage clinical programs are REGN88, an antibody to the interleukin-6 receptor (IL-6R), which is being developed in rheumatoid arthritis, REGN421, an antibody to Delta-like ligand-4 (Dl14), which is being developed in oncology, and REGN475, an antibody to Nerve Growth Factor (NGF), which is being developed for the treatment of pain. All three of these antibodies are being developed in collaboration with sanofi-aventis.

We expect that our next generation of product candidates will be based on our proprietary technologies for developing human monoclonal antibodies. Our antibody program is being conducted primarily in collaboration with sanofi-aventis. Our preclinical research programs are in the areas of oncology and angiogenesis, ophthalmology, metabolic and related diseases, muscle diseases and disorders, inflammation and immune diseases, bone and cartilage, pain, and cardiovascular diseases.

Our core business strategy is to maintain a strong foundation in basic scientific research and discovery-enabling technology and combine that foundation with our clinical development and manufacturing capabilities to build a successful, integrated biopharmaceutical company. However, developing and commercializing new medicines entails significant risk and expense.

We believe that our ability to develop product candidates is enhanced by the application of our *VelociSuite*TM technology platforms. Our discovery platforms are designed to identify specific genes of therapeutic interest for a particular disease or cell type and validate targets through high-throughput production of mammalian models. Our human monoclonal antibody technology (*VelocImmune*[®]) and cell line expression technologies (*VelociMab*TM) may then be utilized to design and produce new product candidates directed against the disease target. Our first three antibody product candidates currently in clinical trials were developed using *VelocImmune*. Over the course of the next several years, we plan to advance an average of two to three new antibody product candidates into clinical development each year. We continue to invest in the development of enabling technologies to assist in our efforts to identify, develop, and commercialize new product candidates.

Commercial Product:

***ARCALYST*[®] (rilonacept) – Cryopyrin-Associated Periodic Syndromes (CAPS)**

In February 2008, we received marketing approval from the U.S. Food and Drug Administration (FDA) for *ARCALYST*[®] (rilonacept) Injection for Subcutaneous Use for the treatment of Cryopyrin-Associated Periodic Syndromes (CAPS), including Familial Cold Auto-inflammatory Syndrome (FCAS) and Muckle-Wells Syndrome (MWS) in adults and children 12 and older. We shipped \$5.4 million and \$9.8 million of *ARCALYST* to our distributors in the second quarter and first half of 2009, respectively, compared to \$1.6 million and \$2.4 million in the same periods of 2008. *ARCALYST* is a protein-based product designed to bind the interleukin-1 (called IL-1) cytokine and prevent its interaction with cell surface receptors. *ARCALYST* is approved in the United States for patients with CAPS, a group of rare, inherited, auto-inflammatory conditions characterized by life-long, recurrent symptoms of rash, fever/chills, joint pain, eye redness/pain, and fatigue. Intermittent, disruptive exacerbations or flares can be triggered at any time by exposure to cooling temperatures, stress, exercise, or other unknown stimuli. CAPS is caused by a range of mutations in the gene *NLRP3* (formerly known as *CIAS1*) which encodes a protein named cryopyrin. In addition to FCAS and MWS, CAPS includes Neonatal Onset Multisystem Inflammatory Disease (NOMID). *ARCALYST* has not been studied for the treatment of NOMID.

We expect to ship \$15-20 million of *ARCALYST* to our U.S. distributors in 2009, compared to \$10.7 million in 2008. In July 2009, the Committee for Medicinal Products for Human Use (CHMP) of the European Medicines Agency (EMA) issued a positive opinion for the marketing authorization in the European Union of rilonacept for the treatment of CAPS with severe symptoms, including FCAS and MWS, in adults and children aged 12 years and older. The positive opinion recommends the granting of a marketing authorization for rilonacept under exceptional circumstances. Such authorizations are permissible for products for which a company can demonstrate that comprehensive data cannot be provided, for example because of the rarity of the condition. Each year, we will need to provide the EMA with any new information that may become available for review. Regeneron owns worldwide rights to *ARCALYST*.

Clinical Programs:

Aflibercept (VEGF Trap) – Oncology

Aflibercept is a protein-based product candidate designed to bind all forms of Vascular Endothelial Growth Factor-A (called VEGF-A, also known as Vascular Permeability Factor or VPF), VEGF-B and the related Placental Growth Factor (called PlGF), and prevent their interaction with cell surface receptors. VEGF-A (and to a less validated degree, VEGF-B and PlGF) is required for the growth of new blood vessels (a process known as angiogenesis) that are needed for tumors to grow and is a potent regulator of vascular permeability and leakage.

Aflibercept is being developed globally in cancer indications in collaboration with sanofi-aventis. We and sanofi-aventis are enrolling patients in four Phase 3 trials that are evaluating combinations of aflibercept with standard chemotherapy regimens for the treatment of cancer. One trial is evaluating aflibercept as a 2nd line treatment for metastatic colorectal cancer (called VELOUR) in combination with FOLFIRI (folinic acid (leucovorin), 5-fluorouracil, and irinotecan). A second trial is evaluating aflibercept as a 1st line treatment for metastatic pancreatic cancer in combination with gemcitabine (VANILLA). A third trial is evaluating aflibercept as a 2nd line treatment for metastatic non-small cell lung cancer in combination with docetaxel (VITAL). The fourth trial is evaluating aflibercept as a 1st line treatment for metastatic androgen-independent prostate cancer in combination with docetaxel/prednisone (VENICE). All four trials are studying the current standard of chemotherapy care for the cancer being studied with and without aflibercept. At the end of the second quarter of 2009, each of the four Phase 3 trials was more than 60% enrolled, and initial data from the Phase 3 program are expected in 2010. In addition, a Phase 2 study of aflibercept in 1st line metastatic colorectal cancer in combination with folinic acid (leucovorin), 5-fluorouracil, and oxaliplatin (AFFIRM) began recruiting patients in January 2009.

In June 2009, we and sanofi-aventis reported results from a Phase 2 single-agent study of aflibercept in advanced ovarian cancer (AOC) patients with symptomatic malignant ascites (SMA), a cancer-associated condition characterized by an abnormal build-up of fluid in the abdominal cavity. Patients treated with aflibercept in this randomized, placebo-controlled study experienced a statistically significant improvement in the primary study endpoint, mean time to first repeat paracentesis (removal of fluid from the abdominal cavity), versus placebo control. Mean time to first repeat paracentesis following a baseline procedure was 55 days with aflibercept as compared to 23 days for patients receiving placebo ($p=0.0019$). There was a similar incidence of deaths in both treatment groups (no statistically significant difference; hazard ratio 1.02). In this late-stage patient population with advanced ovarian cancer who were heavily pre-treated (median of four prior courses of chemotherapy), four fatal events were assessed by the investigators as aflibercept treatment related, including one case each of intestinal perforation, dyspnea, pneumonia, and cause unknown. The types and frequencies of adverse events reported with aflibercept in this study were generally consistent with those reported in clinical studies with other anti-VEGF therapies in advanced ovarian cancer patients. As it is difficult, based on this study, to definitively assess the overall clinical benefit that might be derived from aflibercept treatment of patients with SMA in a clinical practice setting, we and sanofi-aventis have decided not to submit these Phase 2 data for accelerated approval in SMA.

In addition, multiple exploratory studies are being conducted in conjunction with the National Cancer Institute (NCI) Cancer Therapy Evaluation Program (CTEP) evaluating aflibercept as a single agent or in combination with chemotherapy regimens in a variety of cancer indications.

Aflibercept Collaboration with the sanofi-aventis Group

We and sanofi-aventis U.S. (successor to Aventis Pharmaceuticals, Inc.) collaborate on the development and commercialization of aflibercept globally. Under the terms of our September 2003 collaboration agreement, as amended, we and sanofi-aventis will share co-promotion rights and profits on sales, if any, of aflibercept outside of Japan for disease indications included in our collaboration. In Japan, we are entitled to a royalty of approximately 35% on annual sales of aflibercept, subject to certain potential adjustments. We may also receive up to \$400 million in milestone payments upon receipt of specified marketing approvals, including up to \$360 million in milestone payments related to receipt of marketing approvals for up to eight aflibercept oncology and other indications in the United States or the European Union and up to \$40 million related to receipt of marketing approvals for up to five oncology indications in Japan.

Under the aflibercept collaboration agreement, as amended, agreed upon worldwide development expenses incurred by both companies during the term of the agreement will be funded by sanofi-aventis. If the collaboration becomes profitable, we will be obligated to reimburse sanofi-aventis for 50% of aflibercept development expenses in accordance with a formula based on the amount of development expenses and our share of the collaboration profits and Japan royalties, or at a faster rate at our option.

2. VEGF Trap-Eye – Ophthalmologic Diseases

VEGF Trap-Eye is a specially purified and formulated form of VEGF Trap for use in intraocular applications. We and Bayer HealthCare are testing VEGF Trap-Eye in a Phase 3 program in patients with the neovascular form of age-related macular degeneration (wet AMD). We and Bayer HealthCare also initiated a Phase 2 study of VEGF Trap-Eye in patients with diabetic macular edema (DME) in late 2008. Wet AMD and diabetic retinopathy (which includes DME) are two of the leading causes of adult blindness in the developed world. In both conditions, severe visual loss is caused by a combination of retinal edema and neovascular proliferation. We and Bayer HealthCare also initiated a Phase 3 program in Central Retinal Vein Occlusion (CRVO) in July 2009. In connection with the dosing of the first patient in a Phase 3 study in CRVO, we received a \$20.0 million milestone payment from Bayer HealthCare.

The Phase 3 trials in wet AMD, known as VIEW 1 and VIEW 2 (VEGF Trap: Investigation of Efficacy and Safety in Wet age-related macular degeneration), are comparing VEGF Trap-Eye and Lucentis[®] (ranibizumab injection), marketed by Genentech, Inc., an anti-angiogenic agent approved for use in wet AMD. VIEW 1 is being conducted in North America and VIEW 2 is being conducted in Europe, Asia Pacific, Japan, and Latin America. The VIEW 1 and VIEW 2 trials are both evaluating VEGF Trap-Eye doses of 0.5 milligrams (mg) and 2.0 mg at dosing intervals of four weeks and 2.0 mg at a dosing interval of eight weeks (after three monthly doses) compared with Lucentis dosed according to its U.S. label, which specifies doses of 0.5 mg administered every four weeks over the first year. As-needed dosing (PRN) with both agents will be evaluated in the second year of the studies. We and Bayer HealthCare expect to complete enrollment of the VIEW 1 and VIEW 2 trials in 2009 and initial data are expected in late 2010.

We and Bayer HealthCare have conducted a Phase 2 study in wet AMD which demonstrated that patients treated with VEGF Trap-Eye achieved durable improvements in visual acuity and retinal thickness for up to one year. Study results were reported at the 2008 annual meeting of the Retina Society.

In this double-masked Phase 2 trial, known as CLEAR-IT 2, 157 patients were initially treated for three months with VEGF Trap-Eye: two groups received monthly doses of 0.5 or 2.0 mg (at weeks 0, 4, 8, and 12) and three groups received quarterly doses of 0.5, 2.0, or 4.0 mg (at baseline and week 12). Following the initial three-month fixed-dosing phase, patients continued to receive VEGF Trap-Eye at the same dose on a PRN dosing schedule through one year, based upon the physician assessment of the need for re-treatment in accordance with pre-specified criteria.

Patients receiving monthly doses of VEGF Trap-Eye of either 2.0 or 0.5 mg for 12 weeks followed by PRN dosing achieved mean improvements in visual acuity versus baseline of 9.0 letters ($p < 0.0001$ versus baseline) and 5.4 letters ($p < 0.085$ versus baseline), respectively, at the end of one year. The proportion of patients with vision of 20/40 or better (part of the legal minimum requirement for an unrestricted driver's license in the U.S.) increased from 23% at baseline to 45% at week 52 in patients initially treated with 2.0 mg monthly and from 16% at baseline to 47% at week 52 in patients initially treated with 0.5 mg monthly. Patients receiving monthly doses of VEGF Trap-Eye of either 2.0 or 0.5 mg also achieved mean decreases in retinal thickness versus baseline of 143 microns ($p < 0.0001$ versus baseline) and 125 microns ($p < 0.0001$ versus baseline) at week 52, respectively.

After week 12 to week 52 in the PRN dosing period, patients initially dosed on a 2.0 mg monthly schedule received, on average, only 1.6 additional injections and those initially dosed on a 0.5 mg monthly schedule received, on average, 2.5 additional injections.

While PRN dosing following a fixed quarterly dosing regimen (with dosing at baseline and week 12) also yielded improvements in visual acuity and retinal thickness versus baseline at week 52, the results generally were not as robust as those obtained with initial fixed monthly dosing.

All patients who completed the one year CLEAR-IT 2 study were eligible to participate in an extension stage of the study. Eighteen-month results of the extension stage were presented on May 4, 2009 at the 2009 Association for Research in Vision and Ophthalmology (ARVO) meeting. After receiving VEGF Trap-Eye for one year, the 117 patients who elected to enter the extension stage were dosed on a 2.0 mg PRN basis, irrespective of the dose at which they were treated earlier in the study. On a combined basis, for these 117 patients, the mean gain in visual acuity was 7.3 letters ($p < 0.0001$ versus baseline) at the three-month primary endpoint of the original Phase 2 study, 8.4 letters ($p < 0.0001$ versus baseline) at one year, and 7.1 letters ($p < 0.0001$ versus baseline) at month six of the extension stage. Thus, after 18 months of dosing with VEGF Trap-Eye in the Phase 2 study, patients continued to maintain a highly significant improvement in visual acuity versus baseline, while receiving, on average, only 3.5 injections over the 15-month PRN dosing phase that extended from month three to month 18.

Among all the patients in the Phase 2 wet AMD study, VEGF Trap-Eye was generally well tolerated and there were no drug-related serious adverse events. There was one reported case of culture-negative endophthalmitis/uveitis in the study eye and two arterial thrombotic events; these were deemed not to be drug-related. Three deaths were reported—one patient with pancreatic cancer, one patient with squamous cell carcinoma of the lung, and one patient with pulmonary hypertension (a pre-existing condition). The most common adverse events were those typically associated with intravitreal injections and included conjunctival hemorrhage at the injection site and transient increased intraocular pressure following an injection.

The DME study, known as the DA VINCI study, is a double-masked, randomized, controlled trial that is evaluating four different VEGF Trap-Eye regimens versus laser treatment. The study completed enrollment of approximately 200 patients in the U.S., Canada, European Union, and Australia in July 2009. The patients in the study will be treated for 52 weeks followed by six additional months of safety evaluation. The primary efficacy endpoint is the change in best corrected visual acuity (BCVA) from baseline to week 24.

In October 2006, we entered into a collaboration agreement with Bayer HealthCare for the global development and commercialization outside the United States of VEGF Trap-Eye. Under the agreement, we and Bayer HealthCare will collaborate on, and share the costs of, the development of VEGF Trap-Eye through an integrated global plan that encompasses wet AMD, DME, and CRVO. Bayer HealthCare will market VEGF Trap-Eye outside the United States, where the companies will share equally in profits from any future sales of VEGF Trap-Eye. If VEGF Trap-Eye is granted marketing authorization in a major market country outside the United States, we will be obligated to reimburse Bayer HealthCare for 50% of the development costs that it has incurred under the agreement from our share of the collaboration profits. Within the United States, we retain exclusive commercialization rights to VEGF Trap-Eye and are entitled to all profits from any such sales. We received an up-front payment of \$75.0 million from Bayer HealthCare. In 2007, we received a \$20.0 million milestone payment from Bayer HealthCare following dosing of the first patient in a Phase 3 study of VEGF Trap-Eye in wet AMD. In July 2009, we received a \$20.0 million milestone payment from Bayer HealthCare following dosing of the first patient in a Phase 3 study of VEGF Trap-Eye in CRVO. We can earn up to \$70 million in additional development and regulatory milestones related to the development of VEGF Trap-Eye and marketing approvals in major market countries outside the United States. We can also earn up to \$135 million in sales milestones if total annual sales of VEGF Trap-Eye outside the United States achieve certain specified levels starting at \$200 million.

3. ARCALYST® (rilonacept) – Inflammatory Diseases

We are evaluating ARCALYST in gout, a disease in which, as in CAPS, IL-1 may play an important role in pain and inflammation. In September 2008, we announced the results of a Phase 2 study which evaluated the efficacy and safety of ARCALYST versus placebo in the prevention of gout flares induced by the initiation of urate-lowering drug therapy that is used to control gout. In this 83-patient, double-blind, placebo-controlled study, the mean number of flares per patient over the first 12 weeks of urate-lowering therapy was 0.79 with placebo and 0.15 with ARCALYST ($p=0.0011$), an 81% reduction. This was the primary endpoint of the study. All secondary endpoints also were met with statistical significance. In the first 12 weeks of treatment, 45.2% of patients treated with placebo experienced a gout flare and, of those, 47.4% had more than one flare. Among patients treated with ARCALYST, only 14.6% experienced a gout flare ($p=0.0037$ versus placebo) and none had more than one flare. Injection-site reaction was the most commonly reported adverse event with ARCALYST and no serious drug-related adverse events were reported.

Results from this study after the first 16 weeks of urate-lowering therapy were reported at the annual meeting of the European League Against Rheumatism (EULAR) in June 2009. Through 16 weeks, the mean number of flares per patient was 0.93 with placebo and 0.22 with ARCALYST ($p=0.0036$). In the first 16 weeks of treatment, 47.6% of patients treated with placebo experienced a gout flare and, of those, 55.0% had more than one flare. Among patients treated with ARCALYST, 22.0% experienced a gout flare ($p=0.0209$ versus placebo) and none had more than one flare. Adverse events after 16 weeks of treatment were similar to those reported after 12 weeks with the most frequently reported categories being infection and musculoskeletal complaints.

Gout is characterized by high blood levels of uric acid, a bodily waste product normally excreted by the kidneys. The uric acid can form crystals in the joints of the toes, ankles, knees, wrists, fingers, and elbows. Chronic treatment with uric acid-lowering medicines, such as allopurinol, is prescribed to eliminate the uric acid crystals and prevent reformation. During the first months of allopurinol therapy, while uric acid blood levels are being reduced, the break up of the uric acid crystals can result in stimulation of inflammatory mediators, including IL-1, resulting in acute flares of joint pain and inflammation. These painful flares generally persist for at least five days.

During the first quarter of 2009, we initiated a Phase 3 clinical development program with ARCALYST for the treatment of gout. The program includes four clinical trials, three of which are currently enrolling patients. Two Phase 3 clinical trials (called PRE-SURGE 1 and PRE-SURGE 2) are evaluating ARCALYST versus placebo for the prevention of gout flares in patients initiating urate-lowering drug therapy. A third Phase 3 trial in acute gout (SURGE) is evaluating treatment with ARCALYST alone versus ARCALYST in combination with a non-steroidal anti-inflammatory drug (NSAID) versus an NSAID alone. The Phase 3 clinical development program also includes a separate placebo-controlled safety study (RE-SURGE). We expect to report initial data from the Phase 3 program in 2010.

In June 2009, we announced that we had entered into two royalty agreements with Novartis Pharma AG that replaced a previous collaboration and license agreement. Under the first royalty agreement, we are entitled to receive royalties on worldwide sales of Novartis' canakinumab (ACZ885), a fully human anti-interleukin-IL1 β antibody approved to treat cryopyrin-associated periodic syndrome (CAPS) and in development for a number of other inflammatory diseases. On the basis of the same agreement, we waived our rights to opt-in to the development and commercialization of canakinumab. Under the second royalty agreement, Novartis is entitled to receive royalties on worldwide sales of a second-generation interleukin-1 Trap, should we decide to proceed in the development of this Trap. The financial terms of both agreements are identical in relation to stepped royalties, to be paid on the basis of future sales, which start at 4% and reach 15%, when annual sales exceed \$1.5 billion. The agreements do not provide for any upfront or milestone payments or any sharing of development expenses.

The royalty agreements replace a 2003 collaboration and license agreement under which we had the right to opt in to the development and commercialization of Novartis' interleukin-1 antibody and Novartis had the right to opt in to the development and commercialization of our second-generation interleukin-1 Trap. That collaboration and license agreement has been terminated.

4. Monoclonal Antibodies

We and sanofi-aventis are collaborating on the discovery, development, and commercialization of fully human monoclonal antibodies generated using our *VelocImmune*® technology. The first therapeutic antibodies to enter clinical development under the collaboration are REGN88, REGN475, and REGN421. REGN88, an antibody to the interleukin-6 receptor (IL-6R), is being evaluated in rheumatoid arthritis. REGN475, an antibody to Nerve Growth Factor (NGF) that binds NGF selectively without cross-reacting with other members of the neurotrophin family (such as neurotrophin-3, neurotrophin-4, and BDNF), is being developed for the treatment of pain. REGN421, an antibody to Delta-like ligand-4 (Dll4), is being studied in patients with advanced malignancies. Over the course of the next several years, we and sanofi-aventis plan to advance an average of two to three new fully human monoclonal antibodies into clinical development each year.

Research and Development Technologies:

One way that a cell communicates with other cells is by releasing specific signaling proteins, either locally or into the bloodstream. These proteins have distinct functions, and are classified into different “families” of molecules, such as peptide hormones, growth factors, and cytokines. All of these secreted (or signaling) proteins travel to and are recognized by another set of proteins, called “receptors,” which reside on the surface of responding cells. These secreted proteins impact many critical cellular and biological processes, causing diverse effects ranging from the regulation of growth of particular cell types, to inflammation mediated by white blood cells. Secreted proteins can at times be overactive and thus result in a variety of diseases. In these disease settings, blocking the action of specific secreted proteins can have clinical benefit.

Our scientists have developed two different technologies to design protein therapeutics to block the action of specific secreted proteins. The first technology, termed the “Trap” technology, was used to generate our first approved product, ARCALYST[®] (riloncept), as well as aflibercept and VEGF Trap-Eye, all of which are in Phase 3 clinical trials. These novel “Traps” are composed of fusions between two distinct receptor components and the constant region of an antibody molecule called the “Fc region”, resulting in high affinity product candidates. *VelociSuite* is our second technology platform and it is used for discovering, developing, and producing fully human monoclonal antibodies.

***VelociSuite*[™]**

VelociSuite consists of *VelocImmune*[®], *VelociGene*[®], *VelociMouse*[®], and *VelociMab*[™]. The *VelocImmune* mouse platform is utilized to produce fully human monoclonal antibodies. *VelocImmune* was generated by exploiting our *VelociGene* technology (see below), in a process in which six megabases of mouse immune gene loci were replaced, or “humanized,” with corresponding human immune gene loci. *VelocImmune* mice can be used to generate efficiently fully human monoclonal antibodies to targets of therapeutic interest. *VelocImmune* and our entire *VelociSuite* offer the potential to increase the speed and efficiency through which human monoclonal antibody therapeutics may be discovered and validated, thereby improving the overall efficiency of our early stage drug development activities. We are utilizing the *VelocImmune* technology to produce our next generation of drug candidates for preclinical and clinical development.

Our *VelociGene* platform allows custom and precise manipulation of very large sequences of DNA to produce highly customized alterations of a specified target gene, or genes, and accelerates the production of knock-out and transgenic expression models without using either positive/negative selection or isogenic DNA. In producing knock-out models, a color or fluorescent marker may be substituted in place of the actual gene sequence, allowing for high-resolution visualization of precisely where the gene is active in the body, during normal body functioning, as well as in disease processes. For the optimization of pre-clinical development and toxicology programs, *VelociGene* offers the opportunity to humanize targets by replacing the mouse gene with the human homolog. Thus, *VelociGene* allows scientists to rapidly identify the physical and biological effects of deleting or over-expressing the target gene, as well as to characterize and test potential therapeutic molecules.

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The *VelociMouse*[®] technology platform allows for the direct and immediate generation of genetically altered mice from embryonic stem cells (ES cells), thereby avoiding the lengthy process involved in generating and breeding knockout mice from chimeras. Mice generated through this method are normal and healthy and exhibit a 100% germ-line transmission. Furthermore, the *VelociMice* are suitable for direct phenotyping or other studies. We have also developed our *VelociMab*[™] platform for the rapid screening of antibodies and rapid generation of expression cell lines for our Traps and our *VelocImmune*[®] human monoclonal antibodies.

Antibody Collaboration with sanofi-aventis

In November 2007, we and sanofi-aventis entered into a global, strategic collaboration to discover, develop, and commercialize fully human monoclonal antibodies. The collaboration is governed by a Discovery and Preclinical Development Agreement and a License and Collaboration Agreement. We received a non-refundable, up-front payment of \$85.0 million from sanofi-aventis under the discovery agreement. In addition, sanofi-aventis is funding research at Regeneron to identify and validate potential drug discovery targets and develop fully human monoclonal antibodies against these targets. Sanofi-aventis funded approximately \$75 million of research from the collaboration’s inception through December 31, 2008 and will fund up to \$100 million per year in 2009 through 2012. Sanofi-aventis also has an option to extend the discovery program for up to an additional three years for further antibody development and preclinical activities. We will lead the design and conduct of research activities, including target identification and validation, antibody development, research and preclinical activities through filing of an Investigational New Drug Application, toxicology studies, and manufacture of preclinical and clinical supplies.

For each drug candidate identified under the discovery agreement, sanofi-aventis has the option to license rights to the candidate under the license agreement. If it elects to do so, sanofi-aventis will co-develop the drug candidate with us through product approval. Development costs will be shared between the companies, with sanofi-aventis generally funding drug candidate development costs up front. We are generally responsible for reimbursing sanofi-aventis for half of the total development costs for all collaboration products from our share of profits from commercialization of collaboration products to the extent they are sufficient for this purpose. Sanofi-aventis will lead commercialization activities for products developed under the license agreement, subject to our right to co-promote such products. The parties will equally share profits and losses from sales within the United States. The parties will share profits outside the United States on a sliding scale based on sales starting at 65% (sanofi-aventis)/35% (us) and ending at 55% (sanofi-aventis)/45% (us), and will share losses outside the United States at 55% (sanofi-aventis)/45% (us). In addition to profit sharing, we are entitled to receive up to \$250 million in sales milestone payments, with milestone payments commencing after aggregate annual sales outside the United States exceed \$1.0 billion on a rolling 12-month basis.

In August 2008, we entered into an agreement with sanofi-aventis to use our *VelociGene*[®] platform to supply sanofi-aventis with genetically modified mammalian models of gene function and disease. Sanofi-aventis will pay us a minimum of \$21.5 million for the term of the agreement, which extends through December 2012, for knock-out and transgenic models of gene function for target genes identified by sanofi-aventis. Sanofi-aventis will use these models for its internal research programs that are outside of the scope of our antibody collaboration.

License Agreement with AstraZeneca

In February 2007, we entered into a non-exclusive license agreement with AstraZeneca UK Limited that allows AstraZeneca to utilize our *VelocImmune* technology in its internal research programs to discover human monoclonal antibodies. Under the terms of the agreement, AstraZeneca made \$20.0 million annual, non-refundable payments to us in the first quarter of 2007, 2008, and 2009. AstraZeneca is required to make up to three additional annual payments of \$20.0 million, subject to its ability to terminate the agreement after making the next additional payment. We are entitled to receive a mid-single-digit royalty on any future sales of antibody products discovered by AstraZeneca using our *VelocImmune* technology.

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License Agreement with Astellas

In March 2007, we entered into a non-exclusive license agreement with Astellas Pharma Inc. that allows Astellas to utilize our *VelocImmune* technology in its internal research programs to discover human monoclonal antibodies. Under the terms of the agreement, Astellas made \$20.0 million annual, non-refundable payments to us in the second quarter of 2007, 2008, and 2009. Astellas is required to make up to three additional annual payments of \$20.0 million, subject to its ability to terminate the agreement after making the next additional payment. We are entitled to receive a mid-single-digit royalty on any future sales of antibody products discovered by Astellas using our *VelocImmune* technology.

Academic *VelocImmune*[®] Investigators' Program

In September 2008, we entered into an agreement that will provide researchers at Columbia University Medical Center with access to our *VelocImmune* technology platform. In March 2009, we entered into a similar agreement with The University of Texas Southwestern Medical Center at Dallas. Under the agreements, scientists at these academic institutions will use *VelocImmune* mice to generate antibodies against their research targets and will conduct research to discover potential human therapeutics based on the antibodies. We have an exclusive option to license the antibodies for development and commercialization as therapeutic or diagnostic products and will pay to the appropriate institution a low single-digit royalty on ensuing product sales.

National Institutes of Health Grant

In September 2006, we were awarded a five-year grant from the National Institutes of Health (NIH) as part of the NIH's Knockout Mouse Project. The goal of the Knockout Mouse Project is to build a comprehensive and broadly available resource of knockout mice to accelerate the understanding of gene function and human diseases. We are using our *VelociGene*[®] technology to take aim at 3,500 of the most difficult genes to target and which are not currently the focus of other large-scale knockout mouse programs. We also agreed to grant a limited license to a consortium of research institutions, the other major participants in the Knockout Mouse Project, to use components of our *VelociGene* technology in the Knockout Mouse Project. We are generating a collection of targeting vectors and targeted mouse ES cells which can be used to produce knockout mice. These materials are available to academic researchers without charge. We will receive a fee for each targeted ES cell line or targeting construct made by us or the research consortium and transferred to commercial entities.

Under the NIH grant, as amended in September 2008, we are entitled to receive a minimum of \$24.5 million over the five-year period beginning September 2006, including \$1.5 million to optimize our existing C57BL/6 ES cell line and its proprietary growth medium, both of which are being supplied to the research consortium for its use in the Knockout Mouse Project. We have the right to use, for any purpose, all materials generated by us and the research consortium.

Research Programs:

Oncology and Angiogenesis

In many clinical settings, positively or negatively regulating blood vessel growth could have important therapeutic benefits, as could the repair of damaged and leaky vessels. VEGF was the first growth factor shown to be specific for blood vessels, by virtue of having its receptor specifically expressed on blood vessel cells. In 1994, we discovered a second family of angiogenic growth factors, termed angiopoietins, and we have received patents covering members of this family. Angiopoietins include naturally occurring positive and negative regulators of angiogenesis, as described in numerous scientific manuscripts published by our scientists and their collaborators. Angiopoietins are being evaluated in preclinical research by us and our academic collaborators. Our preclinical studies have revealed that VEGF and angiopoietins normally function in a coordinated and collaborative manner during blood vessel growth. Manipulation of both VEGF and angiopoietins seems to be of value in either promoting or blocking vessel growth. We have research programs focusing on several targets in the areas of oncology and angiogenesis.

Tumors depend on the growth of new blood vessels (a process called "angiogenesis") to support their continued growth. Therapies that block tumor angiogenesis, specifically those that block VEGF, the key initiator of tumor angiogenesis, recently have been validated in human cancer patients. However, anti-VEGF approaches do not work in all patients, and many tumors can become resistant to such therapies.

In the December 21, 2006 issue of the journal *Nature*, we reported data from a preclinical study demonstrating that blocking an important cell signaling molecule, known as Delta-like ligand 4 (Dll4), inhibited the growth of experimental tumors by interfering with their ability to produce a functional blood supply. The inhibition of tumor growth was seen in a variety of tumor types, including those that were resistant to blockade of VEGF, suggesting a novel anti-angiogenesis therapeutic approach. A fully human monoclonal antibody to Dll4 that was discovered using our *VelocImmune*[®] technology is being studied in a Phase 1 clinical trial in patients with advanced malignancies.

Metabolic and Related Diseases

Food intake and metabolism are regulated by complex interactions between diverse neural and hormonal signals that serve to maintain an optimal balance between energy intake, storage, and utilization. The hypothalamus, a small area at the base of the brain, is critically involved in integrating peripheral signals which reflect nutritional status and neural outputs which regulate appetite, food seeking behaviors, and energy expenditure. Metabolic disorders, such as type 2 diabetes, reflect a dysregulation in the systems which ordinarily tightly couple energy intake to energy expenditure. Our preclinical research program in this area encompasses the study of peripheral (hormonal) regulators of food intake and metabolism in health and disease. We have identified several targets in these therapeutic areas and are evaluating lead monoclonal antibodies in relevant preclinical models.

Muscle Diseases and Disorders

Muscle atrophy occurs in many neuromuscular diseases and also when muscle is unused, as often occurs during prolonged hospital stays and during convalescence. Currently, physicians have few options to treat subjects with muscle atrophy or other muscle conditions which afflict millions of people globally. Thus, a treatment that has beneficial effects on skeletal muscle could have significant clinical benefit. Our muscle research program is currently focused on conducting *in vivo* and *in vitro* experiments with the objective of demonstrating and further understanding the molecular pathways involved in muscle atrophy and hypertrophy, and discovering therapeutic candidates that can modulate these pathways. We have several molecules in late stage research and are evaluating them for possible further development.

Other Therapeutic Areas

We also have research programs focusing on ophthalmology, inflammatory and immune diseases, bone and cartilage, pain, and cardiovascular diseases.

General

Developing and commercializing new medicines entails significant risk and expense. Since inception we have not generated any significant sales or profits from the commercialization of ARCALYST® (riloncept) or any of our other product candidates. Before significant revenues from the commercialization of ARCALYST or our other product candidates can be realized, we (or our collaborators) must overcome a number of hurdles which include successfully completing research and development and obtaining regulatory approval from the FDA and regulatory authorities in other countries. In addition, the biotechnology and pharmaceutical industries are rapidly evolving and highly competitive, and new developments may render our products and technologies uncompetitive or obsolete.

From inception on January 8, 1988 through June 30, 2009, we had a cumulative loss of \$903.6 million. In the absence of significant revenues from the commercialization of ARCALYST or our other product candidates or other sources, the amount, timing, nature, and source of which cannot be predicted, our losses will continue as we conduct our research and development activities. We expect to incur substantial losses over the next several years as we continue the clinical development of VEGF Trap-Eye and ARCALYST in other indications; advance new product candidates into clinical development from our existing research programs utilizing our technology for discovering fully human monoclonal antibodies; continue our research and development programs; and commercialize additional product candidates that receive regulatory approval, if any. Also, our activities may expand over time and require additional resources, and we expect our operating losses to be substantial over at least the next several years. Our losses may fluctuate from quarter to quarter and will depend on, among other factors, the progress of our research and development efforts, the timing of certain expenses, and the amount and timing of payments that we receive from collaborators.

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The planning, execution, and results of our clinical programs are significant factors that can affect our operating and financial results. In our clinical programs, key events to date in 2009 and plans over the next 12 months are as follows:

<u>Clinical Program</u>	<u>2009 Events to Date</u>	<u>2009-10 Plans (next 12 months)</u>
ARCALYST® (riloncept; also known as IL-1 Trap)	<ul style="list-style-type: none">Initiated patient enrollment in the Phase 3 program evaluating ARCALYST in the prevention of gout flares associated with the initiation of urate-lowering drug therapy and in the treatment of acute gout attacks	<ul style="list-style-type: none">Continue enrollment in the Phase 3 program in goutReport initial data from Phase 3 gout program
Aflibercept (VEGF Trap – Oncology)	<ul style="list-style-type: none">Initiated a Phase 2 1st line study in metastatic colorectal cancer in combination with chemotherapyAchieved more than 60% enrollment in each of the Phase 3 studiesReported results of a Phase 2 single-agent study in symptomatic malignant ascites (SMA)	<ul style="list-style-type: none">Continue enrollment of the four Phase 3 studies
VEGF Trap-Eye (intravitreal injection)	<ul style="list-style-type: none">Completed enrollment of patients in the Phase 2 DME trialInitiated a Phase 3 CRVO Program	<ul style="list-style-type: none">Complete enrollment in VIEW 1 and VIEW 2 trialsContinue enrollment in Phase 3 CRVO ProgramReport data from Phase 2 DME trial
Monoclonal Antibodies	<ul style="list-style-type: none">Initiated a Phase 1 trial for REGN475 (anti-NGF) in healthy volunteersInitiated a Phase 1 trial for REGN421(anti-Dll4) in oncology	<ul style="list-style-type: none">Report data from a Phase 1 trial of REGN88 (anti-IL-6R) in rheumatoid arthritisInitiate multiple Phase 2 trials for REGN475 in pain indicationsAdvance additional antibody candidate(s) into clinical development

Results of Operations

Three Months Ended June 30, 2009 and 2008

Net Loss:

Regeneron reported a net loss of \$14.9 million, or \$0.19 per share (basic and diluted), for the second quarter of 2009 compared to a net loss of \$18.7 million, or \$0.24 per share (basic and diluted), for the second quarter of 2008. The decrease in our net loss was principally due to higher contract research and development revenue in connection with our antibody collaboration with sanofi-aventis and net product sales of ARCALYST for the treatment of CAPS, partially offset by higher research and development expenses, as detailed below.

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Revenues:

Revenues for the three months ended June 30, 2009 and 2008 consist of the following:

<i>(In millions)</i>	2009	2008
Contract research & development revenue		
Sanofi-aventis	\$60.7	\$38.6
Bayer HealthCare	12.8	10.2
Other	2.0	1.9
Total contract research & development revenue	75.5	50.7
Technology licensing revenue	10.0	10.0
Net product sales	4.5	
Total revenue	<u>\$90.0</u>	<u>\$60.7</u>

The contract research and development revenue we earn from sanofi-aventis, as detailed below, consists primarily of reimbursement for research and development expenses and partly of the recognition of revenue related to non-refundable up-front payments of \$105.0 million related to the aflibercept collaboration and \$85.0 million related to the antibody collaboration.

Sanofi-aventis Contract Research & Development Revenue	Three months ended	
<i>(In millions)</i>	June 30,	
	2009	2008
Aflibercept:		
Regeneron expense reimbursement	\$ 9.2	\$ 10.3
Recognition of deferred revenue related to up-front payments	2.5	2.1
Total aflibercept	11.7	12.4
Antibody:		
Regeneron expense reimbursement	45.7	23.6
Recognition of deferred revenue related to up-front payment	2.6	2.6
Recognition of revenue related to <i>VelociGene</i> [®] agreement	0.7	
Total antibody	49.0	26.2
Total sanofi-aventis contract research & development revenue	<u>\$ 60.7</u>	<u>\$ 38.6</u>

Sanofi-aventis' reimbursement of Regeneron's aflibercept expenses decreased in the second quarter of 2009, compared to the same period in 2008, primarily due to lower costs related to internal research activities and manufacturing aflibercept clinical supplies. Recognition of deferred revenue related to sanofi-aventis' up-front aflibercept payments increased in the second quarter of 2009 compared to the same period in 2008 due to shortening the estimated performance period over which this deferred revenue is being recognized, effective in the fourth quarter of 2008. As of June 30, 2009, \$47.5 million of the original \$105.0 million of up-front payments related to aflibercept was deferred and will be recognized as revenue in future periods.

In the second quarter of 2009, sanofi-aventis' reimbursement of Regeneron's antibody expenses consisted of \$28.3 million under the discovery agreement and \$17.4 million of development costs under the license agreement, compared to \$17.3 million and \$6.3 million, respectively, in the second quarter of 2008. The higher reimbursement amounts in the second quarter of 2009 compared to the same period in 2008 were due to an increase in our research activities conducted under the discovery agreement and increases in our development activities for REGN88, REGN421, and REGN475 under the license agreement.

Recognition of deferred revenue under the antibody collaboration related to sanofi-aventis' \$85.0 million up-front payment. As of June 30, 2009, \$68.4 million of this up-front payment was deferred and will be recognized as revenue in future periods.

As described above, in August 2008, we entered into a separate *VelociGene* agreement with sanofi-aventis. For the three months ended June 30, 2009, we recognized \$0.7 million of revenue related to this agreement.

The contract research and development revenue we earn from Bayer HealthCare, as detailed below, consists partly of cost sharing of Regeneron VEGF Trap-Eye development expenses and partly of recognition of revenue related to a non-refundable \$75.0 million up-front payment and \$20.0 million non-substantive milestone payment.

Bayer HealthCare Contract Research & Development Revenue	Three months ended	
<i>(In millions)</i>	June 30,	
	2009	2008
Cost-sharing of Regeneron VEGF Trap-Eye development expenses	\$ 10.4	\$ 6.9
Recognition of deferred revenue related to up-front and milestone payments	2.4	3.3
Total Bayer HealthCare contract research & development revenue	<u>\$ 12.8</u>	<u>\$ 10.2</u>

In the second quarter of 2009, cost-sharing of Regeneron VEGF Trap-Eye development expenses increased, compared to the same period in 2008, primarily due to higher clinical development costs in connection with our VIEW 1 trial in wet AMD and Phase 2 trial in DME, and start-up costs related to our Phase 3 trial in CRVO. Recognition of deferred revenue related to Bayer's up-front and milestone payments decreased in the second quarter of 2009 compared to the same period in 2008 due to an extension of the estimated performance period over which this deferred revenue is being recognized, effective in the fourth quarter of 2008. As of June 30, 2009, \$61.8 million of the up-front licensing and milestone payments was deferred and will be recognized as revenue in future periods.

Other contract research and development revenue in the second quarter of 2009 and 2008 includes \$1.5 million and \$1.4 million, respectively, in connection with our five-year grant from the NIH, which we were awarded in September 2006 as part of the NIH's Knockout Mouse Project.

In connection with our *VelocImmune*[®] license agreements with AstraZeneca and Astellas, each of the \$20.0 million annual, non-refundable payments are deferred upon receipt and recognized as revenue ratably over approximately the ensuing year of each agreement. In the second quarter of both 2009 and 2008, we recognized \$10.0 million of technology licensing revenue related to these agreements.

For the three months ended June 30, 2009, we recognized as revenue \$4.5 million of ARCALYST[®] (rilonacept) net product sales for which both the right of return no longer exists and rebates can be reasonably estimated. At June 30, 2009, deferred revenue related to ARCALYST net product sales totaled \$4.9 million.

Expenses:

Total operating expenses increased to \$106.3 million in the second quarter of 2009 from \$80.3 million in the same period of 2008. Our average headcount increased to 966 in the second quarter of 2009 from 771 in the same period of 2008, principally as a result of our expanding research and development activities that are primarily attributable to the sanofi-aventis antibody collaboration.

Operating expenses in the second quarter of 2009 and 2008 include a total of \$7.4 million and \$8.2 million, respectively, of non-cash compensation expense related to employee stock option and restricted stock awards (Non-cash Compensation Expense), as detailed below:

Expenses <i>(In millions)</i>	For the three months ended June 30, 2009		
	Expenses before	Non-cash	Expenses as
	inclusion of Non-cash	Compensation	
	Compensation	Expense	Reported
	Expense	Expense	
Research and development	\$ 89.5	\$ 4.7	\$ 94.2
Selling, general, and administrative	9.0	2.7	11.7
Cost of goods sold	0.4		0.4
Total operating expenses	<u>\$ 98.9</u>	<u>\$ 7.4</u>	<u>\$ 106.3</u>

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Expenses <i>(In millions)</i>	For the three months ended June 30, 2008		
	Expenses before	Non-cash	Expenses as
	inclusion of Non-cash	Compensation	
	Compensation	Expense	Reported
	Expense	Expense	
Research and development	\$ 61.9	\$ 4.9	\$ 66.8
Selling, general, and administrative	10.2	3.3	13.5
Total operating expenses	<u>\$ 72.1</u>	<u>\$ 8.2</u>	<u>\$ 80.3</u>

Research and Development Expenses:

Research and development expenses increased to \$94.2 million in the second quarter of 2009 from \$66.8 million in the same period of 2008. The following table summarizes the major categories of our research and development expenses for the three months ended June 30, 2009 and 2008:

Research and Development Expenses <i>(In millions)</i>	For the three months ended June 30,		Increase (Decrease)
	2009	2008	
Payroll and benefits (1)	\$ 23.6	\$ 19.7	\$ 3.9
Clinical trial expenses	30.2	11.9	18.3
Clinical manufacturing costs (2)	13.8	11.9	1.9
Research and preclinical development costs	9.9	7.4	2.5
Occupancy and other operating costs	8.9	7.1	1.8
Cost-sharing of Bayer HealthCare VEGF			
Trap-Eye development expenses (3)	7.8	8.8	(1.0)
Total research and development	<u>\$ 94.2</u>	<u>\$ 66.8</u>	<u>\$ 27.4</u>

- (1) Includes \$4.0 million and \$4.2 million of Non-cash Compensation Expense for the three months ended June 30, 2009 and 2008, respectively.
- (2) Represents the full cost of manufacturing drug for use in research, preclinical development, and clinical trials, including related payroll and benefits, Non-cash Compensation Expense, manufacturing materials and supplies, depreciation, and occupancy costs of our Rensselaer manufacturing facility. Includes \$0.7 million of Non-cash Compensation Expense for both the three months ended June 30, 2009 and 2008.
- (3) Under our collaboration with Bayer HealthCare, in periods when Bayer HealthCare incurs VEGF Trap-Eye development expenses, we also recognize, as additional research and development expense, the portion of Bayer HealthCare's VEGF Trap-Eye development expenses that we are obligated to reimburse. Bayer HealthCare provides us with estimated VEGF Trap-Eye development expenses for the most recent interim fiscal quarter. Bayer HealthCare's estimate is reconciled to its actual expenses for such quarter in the subsequent interim quarter and our portion of its VEGF Trap-Eye development expenses that we are obligated to reimburse is adjusted accordingly.

Payroll and benefits increased principally due to the increase in employee headcount, as described above. Clinical trial expenses increased due primarily to higher costs related to our clinical development programs for (i) VEGF Trap-Eye, including our VIEW 1 trial in wet AMD, Phase 2 trial in DME, and recently initiated Phase 3 trial in CRVO, (ii) ARCALYST, related to our Phase 3 clinical development program in gout, and (iii) monoclonal antibodies, primarily related to REGN88 in rheumatoid arthritis. Clinical manufacturing costs increased due to higher costs related to manufacturing clinical supplies of ARCALYST and monoclonal antibodies, including REGN88. Research and preclinical development costs increased primarily due to higher costs associated with our antibody

programs. Occupancy and other operating costs increased principally in connection with our higher headcount and expanded research and development activities. Cost-sharing of Bayer HealthCare's VEGF Trap-Eye development expenses decreased primarily due to lower costs in connection with the VIEW 2 trial in wet AMD, which is being conducted by Bayer HealthCare.

We budget our research and development costs by expense category, rather than by project. We also prepare estimates of research and development costs for projects in clinical development, which include direct costs and allocations of certain costs such as indirect labor, Non-cash Compensation Expense, and manufacturing and other costs related to activities that benefit multiple projects, and, under our collaboration with Bayer HealthCare, the portion of Bayer HealthCare's VEGF Trap-Eye development expenses that we are obligated to reimburse. Our estimates of research and development costs for clinical development programs are shown below:

Project Costs

<i>(In millions)</i>	For the three months ended June 30,		Increase
	2009	2008	(Decrease)
ARCALYST® (riloncept)	\$ 15.7	\$ 7.2	\$ 8.5
Aflibercept	7.4	8.8	(1.4)
VEGF Trap-Eye	27.0	22.2	4.8
REGN88	8.5	5.5	3.0
REGN421 and REGN475	5.1		5.1
Other research programs & unallocated costs	30.5	23.1	7.4
Total research and development expenses	\$ 94.2	\$ 66.8	\$ 27.4

Drug development and approval in the United States is a multi-step process regulated by the FDA. The process begins with discovery and preclinical evaluation, leading up to the submission of an IND to the FDA which, if successful, allows the opportunity for study in humans, or clinical study, of the potential new drug. Clinical development typically involves three phases of study: Phase 1, 2, and 3. The most significant costs in clinical development are in Phase 3 clinical trials, as they tend to be the longest and largest studies in the drug development process. Following successful completion of Phase 3 clinical trials for a biological product, a biologics license application (or BLA) must be submitted to, and accepted by, the FDA, and the FDA must approve the BLA prior to commercialization of the drug. It is not uncommon for the FDA to request additional data following its review of a BLA, which can significantly increase the drug development timeline and expenses. We may elect either on our own, or at the request of the FDA, to conduct further studies that are referred to as Phase 3B and 4 studies. Phase 3B studies are initiated and either completed or substantially completed while the BLA is under FDA review. These studies are conducted under an IND. Phase 4 studies, also referred to as post-marketing studies, are studies that are initiated and conducted after the FDA has approved a product for marketing. In addition, as discovery research, preclinical development, and clinical programs progress, opportunities to expand development of drug candidates into new disease indications can emerge. We may elect to add such new disease indications to our development efforts (with the approval of our collaborator for joint development programs), thereby extending the period in which we will be developing a product. For example, we, and our collaborators where applicable, continue to explore further development of ARCALYST, aflibercept, and VEGF Trap-Eye in different disease indications.

There are numerous uncertainties associated with drug development, including uncertainties related to safety and efficacy data from each phase of drug development, uncertainties related to the enrollment and performance of clinical trials, changes in regulatory requirements, changes in the competitive landscape affecting a product candidate, and other risks and uncertainties described in Part II, Item 1A, "Risk Factors" under "Risks Related to ARCALYST® (riloncept) and the Development of Our Product Candidates," "Regulatory and Litigation Risks," and "Risks Related to Commercialization of Products." The lengthy process of seeking FDA approvals, and subsequent compliance with applicable statutes and regulations, require the expenditure of substantial resources. Any failure by us to obtain, or delay in obtaining, regulatory approvals could materially adversely affect our business.

For these reasons and due to the variability in the costs necessary to develop a product and the uncertainties related to future indications to be studied, the estimated cost and scope of the projects, and our ultimate ability to obtain governmental approval for commercialization, accurate and meaningful estimates of the total cost to bring our product candidates to market are not available. Similarly, we are currently unable to reasonably estimate if our product candidates will generate material product revenues and net cash inflows. In the first quarter of 2008, we received FDA approval for ARCALYST for the treatment of CAPS, a group of rare, inherited auto-inflammatory diseases. These rare diseases affect a very small group of people. As a result, we can not predict whether the commercialization of ARCALYST in CAPS will result in a significant net cash benefit to us.

Selling, General, and Administrative Expenses:

Selling, general, and administrative expenses decreased to \$11.7 million in the second quarter of 2009 from \$13.5 million in the same period of 2008 due to (i) lower selling expenses related to ARCALYST® (riloncept), (ii) a decrease in recruitment costs for administrative headcount, (iii) lower market research costs related to various programs, (iv) lower patent-related costs, and (v) lower professional fees related to various corporate matters. These decreases were partially offset by higher compensation expense due primarily to increases in administrative headcount to support our expanded research and development activities.

Cost of Goods Sold:

In the third quarter of 2008, we began recognizing revenue and cost of goods sold from product sales of ARCALYST. We began capitalizing inventory costs associated with commercial supplies of ARCALYST subsequent to receipt of marketing approval from the FDA in February 2008. Costs for manufacturing supplies of ARCALYST prior to receipt of FDA approval were recognized as research and development expenses in the period that the costs were incurred. Therefore, these costs are not being included in cost of goods sold when revenue is recognized from the sale of those supplies of ARCALYST. Cost of goods sold for the second quarter of 2009 was \$0.4 million and consisted primarily of royalty and other period costs related to ARCALYST commercial supplies.

Other Income and Expense:

Investment income decreased to \$1.3 million in the second quarter of 2009 from \$4.5 million in the comparable quarter of 2008. The decrease in investment income was due to lower yields on, and lower balances of, cash and marketable securities in the first quarter of 2009 compared to the same quarter of 2008. Interest expense was \$2.7 million in the second quarter of 2008 and related to \$200.0 million of formerly outstanding 5.5% Convertible Senior Subordinated Notes which we either repurchased or repaid in full during 2008. In the second quarter of 2008, we repurchased \$81.3 million in principal amount of these convertible notes for \$82.1 million. In connection with the repurchases, we recognized a \$0.9 million loss on early extinguishment of debt, representing the premium paid on the notes plus related unamortized debt issuance costs.

Six Months Ended June 30, 2009 and 2008

Net Loss:

Regeneron reported a net loss of \$30.3 million, or \$0.38 per share (basic and diluted), for the first half of 2009 compared to a net loss of \$30.5 million, or \$0.39 per share (basic and diluted), for the same period of 2008. The decrease in our net loss was principally due to higher contract research and development revenue in connection with our antibody collaboration with sanofi-aventis and increased net product sales of ARCALYST for the treatment of CAPS, partially offset by higher research and development expenses, as detailed below.

Revenues:

Revenues for the six months ended June 30, 2009 and 2008 consist of the following:

<i>(In millions)</i>	2009	2008
Contract research & development revenue		
Sanofi-aventis	\$ 110.4	\$ 74.3
Bayer HealthCare	22.8	19.2
Other	3.4	3.5
Total contract research & development revenue	136.6	97.0
Technology licensing revenue	20.0	20.0
Net product sales	8.4	
Total revenue	<u>\$ 165.0</u>	<u>\$ 117.0</u>

The contract and research development revenue we earn from sanofi-aventis, as detailed below, consists primarily of reimbursement for research and development expenses and partly of the recognition of revenue related to non-refundable up-front payments of \$105.0 million related to the aflibercept collaboration and \$85.0 million related to the antibody collaboration.

Sanofi-aventis Contract Research & Development Revenue	Six months ended	
	June 30,	
<i>(In millions)</i>	2009	2008
Aflibercept:		
Regeneron expense reimbursement	\$ 14.6	\$ 22.0
Recognition of deferred revenue related to up-front payments	5.0	4.2
Total aflibercept	19.6	26.2
Antibody:		
Regeneron expense reimbursement	84.1	42.9
Recognition of deferred revenue related to up-front payment	5.3	5.2
Recognition of revenue related to <i>VelociGene</i> [®] agreement	1.4	
Total antibody	90.8	48.1
Total sanofi-aventis contract research & development revenue	<u>\$ 110.4</u>	<u>\$ 74.3</u>

Sanofi-aventis' reimbursement of Regeneron's aflibercept expenses decreased in the first half of 2009, compared to the same period in 2008, primarily due to lower costs related to internal research activities and manufacturing aflibercept clinical supplies. Recognition of deferred revenue related to sanofi-aventis' up-front aflibercept payments increased in the first half of 2009 compared to the same period in 2008 due to shortening the estimated performance period over which this deferred revenue is being recognized, effective in the fourth quarter of 2008.

In the first half of 2009, sanofi-aventis' reimbursement of Regeneron's antibody expenses consisted of \$51.0 million under the discovery agreement and \$33.1 million of development costs under the license agreement, compared to \$32.4 million and \$10.5 million, respectively, in the first half of 2008. The higher reimbursement amounts in the first half of 2009 compared to the same period in 2008 were due to an increase in our research activities conducted under the discovery agreement and increases in our development activities for REGN88, REGN421, and REGN475 under the license agreement.

As described above, in August 2008, we entered into a separate *VelociGene*[®] agreement with sanofi-aventis. For the six months ended June 30, 2009, we recognized \$1.4 million of revenue related to this agreement.

The contract research and development revenue we earn from Bayer HealthCare, as detailed below, consists partly of cost sharing of Regeneron VEGF Trap-Eye development expenses and partly of recognition of revenue related to a non-refundable \$75.0 million up-front payment and \$20.0 million non-substantive milestone payment.

<i>(In millions)</i>	2009	2008
Cost-sharing of Regeneron VEGF Trap-Eye development expenses	\$ 17.9	\$ 12.6
Recognition of deferred revenue related to up-front and milestone payments	4.9	6.6
Total Bayer HealthCare contract research & development revenue	\$ 22.8	\$ 19.2

In the first half of 2009, cost-sharing of Regeneron VEGF Trap-Eye development expenses increased, compared to the same period in 2008, primarily due to higher clinical development costs in connection with our VIEW 1 trial in wet AMD and Phase 2 trial in DME, and start-up costs related to our Phase 3 trial in CRVO. Recognition of deferred revenue related to Bayer's up-front and milestone payments decreased in the first half of 2009 compared to the same period in 2008 due to an extension of the estimated performance period over which this deferred revenue is being recognized, effective in the fourth quarter of 2008.

Other contract research and development revenue in the first half of 2009 and 2008 includes \$3.0 million and \$2.5 million, respectively, in connection with our five-year grant from the NIH, which we were awarded in September 2006 as part of the NIH's Knockout Mouse Project.

In connection with our *VelocImmune*[®] license agreements with AstraZeneca and Astellas, each of the \$20.0 million annual, non-refundable payments are deferred upon receipt and recognized as revenue ratably over approximately the ensuing year of each agreement. In the first half of both 2009 and 2008, we recognized \$20.0 million of technology licensing revenue related to these agreements.

For the six months ended June 30, 2009, we recognized as revenue \$8.4 million of ARCALYST[®] (rilonacept) net product sales for which both the right of return no longer exists and rebates can be reasonably estimated.

Expenses:

Total operating expenses increased to \$198.4 million in the first half of 2009 from \$152.8 million in the same period of 2008. Our average headcount increased to 952 in the first half of 2009 from 742 in the same period of 2008 principally as a result of our expanding research and development activities that are primarily attributable to the sanofi-aventis antibody collaboration.

Operating expenses for the first six months of 2009 and 2008 include a total of \$15.1 million and \$16.5 million, respectively, of Non-cash Compensation Expense, as detailed below:

Expenses <i>(In millions)</i>	For the six months ended June 30, 2009		
	Expenses before	Non-cash	Expenses as
	inclusion of Non-cash	Compensation	
	Compensation	Compensation	Reported
	Expense	Expense	
Research and development	\$ 165.1	\$ 9.4	\$ 174.5
Selling, general, and administrative	17.4	5.7	23.1
Cost of goods sold	0.8		0.8
Total operating expenses	\$ 183.3	\$ 15.1	\$ 198.4

Expenses <i>(In millions)</i>	For the six months ended June 30, 2008		
	Expenses before	Non-cash	Expenses as
	inclusion of Non-cash	Compensation	
	Compensation	Compensation	Reported
	Expense	Expense	
Research and development	\$ 118.5	\$ 9.8	\$ 128.3
Selling, general, and administrative	17.8	6.7	24.5
Total operating expenses	\$ 136.3	\$ 16.5	\$ 152.8

Research and Development Expenses:

Research and development expenses increased to \$174.5 million in the first half of 2009 from \$128.3 million in the same period of 2008. The following table summarizes the major categories of our research and development expenses for the six months ended June 30, 2009 and 2008:

Research and Development Expenses <i>(In millions)</i>	For the six months ended June 30,		Increase (Decrease)
	2009	2008	
Payroll and benefits (1)	\$ 46.5	\$ 38.9	\$ 7.6
Clinical trial expenses	49.5	20.5	29.0
Clinical manufacturing costs (2)	27.9	26.5	1.4
Research and preclinical development costs	18.4	12.9	5.5
Occupancy and other operating costs	17.4	14.1	3.3
Cost-sharing of Bayer HealthCare VEGF			
Trap-Eye development expenses (3)	14.8	15.4	(0.6)
Total research and development	\$ 174.5	\$ 128.3	\$ 46.2

- (1) Includes \$8.0 million and \$8.4 million of Non-cash Compensation Expense for the six months ended June 30, 2009 and 2008, respectively.
- (2) Represents the full cost of manufacturing drug for use in research, preclinical development, and clinical trials, including related payroll and benefits, Non-cash Compensation Expense, manufacturing materials and supplies, depreciation, and occupancy costs of our Rensselaer manufacturing facility. Includes \$1.4 million of Non-cash Compensation Expense for both the six months ended June 30, 2009 and 2008.
- (3) Under our collaboration with Bayer HealthCare, in periods when Bayer HealthCare incurs VEGF Trap-Eye development expenses, we also recognize, as additional research and development expense, the portion of Bayer HealthCare's VEGF Trap-Eye development expenses that we are obligated to reimburse. Bayer HealthCare provides us with estimated VEGF Trap-Eye development expenses for the most recent interim fiscal quarter. Bayer HealthCare's estimate is reconciled to its actual expenses for such quarter in the subsequent interim quarter and our portion of its VEGF Trap-Eye development expenses that we are obligated to reimburse is adjusted accordingly.

Payroll and benefits increased principally due to the increase in employee headcount, as described above. Clinical trial expenses increased due primarily to higher costs related to our clinical development programs for (i) VEGF Trap-Eye, including our VIEW 1 trial in wet AMD, Phase 2 trial in DME, and Phase 3 trial in CRVO, (ii) ARCALYST, related to our Phase 3 clinical development program in gout, and (iii) monoclonal antibodies, primarily related to REGN88 in rheumatoid arthritis. Clinical manufacturing costs increased due to higher costs related to manufacturing clinical supplies of ARCALYST and monoclonal antibodies, including REGN88, partially offset by lower costs related to manufacturing aflibercept clinical supplies. Research and preclinical development costs increased primarily due to higher costs associated with our antibody programs. Occupancy and other operating costs increased principally in connection with our higher headcount and expanded research and development activities. Cost-sharing of Bayer HealthCare's VEGF Trap-Eye development expenses slightly decreased primarily due to lower costs in connection with the VIEW 2 trial in wet AMD, which is being conducted by Bayer HealthCare.

We budget our research and development costs by expense category, rather than by project. We also prepare estimates of research and development costs for projects in clinical development, which include direct costs and allocations of certain costs such as indirect labor, Non-cash Compensation Expense, and manufacturing and other costs related to activities that benefit multiple projects, and, under our collaboration with Bayer HealthCare, the portion of Bayer HealthCare's VEGF Trap-Eye development expenses that we are obligated to reimburse. Our estimates of research and development costs for clinical development programs (including ARCALYST for the treatment of CAPS prior to receipt of marketing approval from the FDA in February 2008) are shown below:

Project Costs

(In millions)	For the six months ended June 30,		Increase
	2009	2008	(Decrease)
ARCALYST [®] (rilonacept)	\$ 33.6	\$ 15.2	\$ 18.4
Aflibercept	11.7	18.9	(7.2)
VEGF Trap-Eye	47.8	38.8	9.0
REGN88	17.5	9.3	8.2
REGN421 and REGN475	10.0		10.0
Other research programs & unallocated costs	53.9	46.1	7.8
Total research and development expenses	\$ 174.5	\$ 128.3	\$ 46.2

For the reasons described above under "Research and Development Expenses" for the three months ended June 30, 2009 and 2008, and due to the variability in the costs necessary to develop a product and the uncertainties related to future indications to be studied, the estimated cost and scope of the projects, and our ultimate ability to obtain governmental approval for commercialization, accurate and meaningful estimates of the total cost to bring our product candidates to market are not available. Similarly, we are currently unable to reasonably estimate if our product candidates will generate material product revenues and net cash inflows. In the first quarter of 2008, we received FDA approval for ARCALYST for the treatment of CAPS, a group of rare, inherited auto-inflammatory diseases. These rare diseases affect a very small group of people. As a result, we can not predict whether the commercialization of ARCALYST in CAPS will result in a significant net cash benefit to us.

Selling, General, and Administrative Expenses:

Selling, general, and administrative expenses decreased to \$23.1 million in the first half of 2009 from \$24.5 million in the same period of 2008 due to (i) lower selling expenses related to ARCALYST[®] (rilonacept), (ii) a decrease in recruitment costs for administrative headcount, (iii) lower market research costs related to various programs, and (iv) lower legal and other professional fees related to various corporate matters. These decreases were partially offset by higher compensation expense due primarily to increases in administrative headcount to support our expanded research and development activities.

Cost of Goods Sold:

In the third quarter of 2008, we began recognizing revenue and cost of goods sold from product sales of ARCALYST. We began capitalizing inventory costs associated with commercial supplies of ARCALYST subsequent to receipt of marketing approval from the FDA in February 2008. Costs for manufacturing supplies of ARCALYST prior to receipt of FDA approval were recognized as research and development expenses in the period that the costs were incurred. Therefore, these costs are not included in cost of goods sold when revenue is recognized from the sale of those supplies of ARCALYST. Cost of goods sold for the first half of 2009 was \$0.8 million and consisted primarily of royalty and other period costs related to ARCALYST commercial supplies.

Other Income and Expense:

Investment income decreased to \$3.1 million in the first half of 2009 from \$11.8 million in the comparable period of 2008. The decrease in investment income was due to lower yields on, and lower balances of, cash and marketable securities in the first half of 2009 compared to the same period in 2008. Interest expense was \$5.7 million in the first half of 2008 and related to \$200.0 million of formerly outstanding 5.5% Convertible Senior Subordinated Notes which we either repurchased or repaid in full during 2008. In the second quarter of 2008, we repurchased \$81.3 million in principal amount of these convertible notes for \$82.1 million. In connection with the repurchases, we recognized a \$0.9 million loss on early extinguishment of debt, representing the premium paid on the notes plus related unamortized debt issuance costs.

Revision of Previously Issued Financial Statements

The application of Emerging Issues Task Force Statement No. 97-10, *The Effect of Lessee Involvement in Asset Construction* (EITF 97-10), under certain conditions, can result in the capitalization on a lessee's books of a lessor's costs of constructing facilities to be leased to the lessee. Recently, we became aware that certain of these conditions were applicable to our December 2006 lease, as amended, of new laboratory and office facilities being constructed in Tarrytown, New York by our landlord. As a result, pursuant to EITF 97-10, we are deemed, in substance, to be the owner of the landlord's buildings during the construction phase and the landlord's costs of constructing these new facilities are required to be capitalized on our books as a non-cash transaction during the facilities' construction, offset by a corresponding lease obligation on our balance sheet. In addition, the land element of the lease should have been accounted for as an operating lease; therefore, adjustments to non-cash rent expense previously recognized pursuant to SFAS 13, *Accounting for Leases*, in connection with these new facilities are also required. Construction of these new facilities is not yet completed and actual lease payments will not commence until August 2009.

We have revised our previously issued financial statements to capitalize the landlord's costs of constructing their new Tarrytown facilities which we are leasing and to adjust our previously recognized rent expense in connection with these facilities, as described above. These revisions primarily resulted in an increase to property, plant, and equipment and a corresponding increase in facility lease obligation (a long-term liability) at each balance sheet date. We also revised our statements of operations and statements of cash flows to reflect rent expense in connection with only the land element of our lease, with a corresponding adjustment to other long-term liabilities. In addition, we have revised our statement of cash flows for the quarter ended March 31, 2009 to reclassify, from an operating activity to a financing activity, a \$5.2 million reimbursement received from our landlord for tenant improvement costs we incurred. Under EITF 97-10, such payments that we receive from our landlord are deemed to be a financing obligation.

The above described revisions consisted entirely of non-cash adjustments. They had no impact on our business operations, existing capital resources, or our ability to fund our operating needs, including the preclinical and clinical development of our product candidates. The revisions also had no impact on our previously reported net increases or decreases in cash and cash equivalents in any period and, except for the quarter ended March 31, 2009 (as described above), had no impact on our previously reported net cash flows from operating activities, investing activities and financing activities. In addition, these revisions had no impact on our previously reported current assets, current liabilities, and operating revenues. Therefore, after considering both qualitative and quantitative factors, we believe that the judgment of a reasonable person relying on our previously issued financial statements would not have been changed or influenced by the above described revisions to those financial statements, which result from applying EITF 97-10.

For comparative purposes, the impact of the above described revisions to our balance sheets as of the dates set forth below is as follows:

Balance Sheet Impact at December 31, 2007 and 2008, and March 31, 2009 (in millions)

	December 31, 2007	December 31, 2008	March 31, 2009
As originally reported			
Property, plant, and equipment, net	\$ 58.3	\$ 87.9	\$ 109.8
Total assets	936.3	670.0	681.4
Other long-term liabilities		5.1	13.2
Total liabilities	476.0	251.2	271.1
Accumulated deficit	(793.2)	(875.9)	(893.4)
Total stockholders' equity	460.3	418.8	410.3
Total liabilities and stockholders' equity	936.3	670.0	681.4
As revised			
Property, plant, and equipment, net	\$ 79.9	\$ 142.0	\$ 164.6
Total assets	957.9	724.2	736.2
Facility lease obligation	22.5	56.0	62.0
Other long-term liabilities		0.6	1.2
Total liabilities	498.5	302.7	321.1
Accumulated deficit	(794.1)	(873.3)	(888.7)
Total stockholders' equity	459.4	421.5	415.1
Total liabilities and stockholders' equity	957.9	724.2	736.2

For comparative purposes, the impact of the above described revisions to our statements of operations and statement of cash flows for the period(s) set forth below is as follows:

Statements of Operations Impact for the three, six, and nine month periods ended March 31, June 30 and September 30, 2008, the years ended December 31, 2007 and 2008, and the three months ended March 31, 2009
(in millions, except per share data)

	March 31, 2008	June 30, 2008	September 30, 2008	December 31, 2007	December 31, 2008	March 31, 2009
As originally reported						
Research and development expenses	\$ 61.3	\$ 127.8	\$ 201.7	\$ 201.6	\$ 278.0	\$ 82.1
Selling, general, and administrative expenses	11.0	24.5	35.9	37.9	49.3	11.7
Total expenses	72.3	152.3	237.9	239.5	328.3	94.2
Net loss	(11.6)	(30.1)	(51.2)	(105.6)	(82.7)	(17.5)
Net loss per share, basic and diluted	\$ (0.15)	\$ (0.38)	\$ (0.65)	\$ (1.59)	\$ (1.05)	\$ (0.22)

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	March 31, 2008	June 30, 2008	September 30, 2008	December 31, 2007	December 31, 2008	March 31, 2009
As revised						
Research and development expenses	\$ 61.5	\$ 128.2	\$ 200.3	\$ 202.5	\$ 274.9	\$ 80.3
Selling, general, and administrative expenses	11.1	24.6	35.7	37.9	48.9	11.4
Total expenses	72.5	152.8	236.3	240.4	324.7	92.1
Net loss	(11.8)	(30.5)	(49.6)	(106.5)	(79.1)	(15.4)
Net loss per share, basic and diluted	\$ (0.15)	\$ (0.39)	\$ (0.63)	\$ (1.61)	\$ (1.00)	\$ (0.19)

Statement of Cash Flows Impact for the three months ended March 31, 2009
(in millions)

	As Originally	
	Reported	As Revised
Net cash used in operating activities	\$ (10.2)	\$ (15.4)
Net cash used in investing activities	(39.5)	(39.5)
Net cash provided by financing activities	1.0	6.2
Net decrease in cash and cash equivalents	\$ (48.7)	\$ (48.7)

These revised amounts, as applicable, are reflected in this Quarterly Report on Form 10-Q for the period ended June 30, 2009, and will be included in our Quarterly Reports on Form 10-Q for the periods ended September 30, 2009 and March 31, 2010 and our Annual Report on Form 10-K for the year ended December 31, 2009.

Liquidity and Capital Resources

Since our inception in 1988, we have financed our operations primarily through offerings of our equity securities, a private placement of convertible debt (which was repurchased or repaid in 2008), purchases of our equity securities by our collaborators, including sanofi-aventis, revenue earned under our past and present research and development agreements, including our agreements with sanofi-aventis and Bayer HealthCare, our past contract manufacturing agreements, and our technology licensing agreements, ARCALYST product revenue, and investment income.

Six months ended June 30, 2009 and 2008

At June 30, 2009, we had \$466.4 million in cash, cash equivalents, restricted cash, and marketable securities compared with \$527.5 million at December 31, 2008. In February 2009, we received a \$20.0 million annual, non-refundable payment in connection with our non-exclusive license agreement with AstraZeneca. In May 2009, we received a \$20.0 million annual, non-refundable payment in connection with our non-exclusive license agreement with Astellas.

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Cash Used in Operations:

Net cash used in operations was \$16.0 million in the first six months of 2009 compared to \$11.7 million in the first six months of 2008. Our net losses of \$30.3 million in the first half of 2009 and \$30.5 million in the first half of 2008 included \$15.1 million and \$16.5 million, respectively, of Non-cash Compensation Expense.

At June 30, 2009, accounts receivable increased by \$24.8 million, compared to end-of-year 2008, primarily due to a higher receivable balance related to our antibody collaboration with sanofi-aventis. Also, our deferred revenue balances at June 30, 2009 increased by \$5.9 million, compared to end-of-year 2008, primarily due to the receipt of the \$20.0 million payments from AstraZeneca and Astellas, as described above, which were deferred and are being recognized ratably over the ensuing year. This increase was partially offset by amortization of previously received deferred payments under our collaborations with sanofi-aventis and Bayer HealthCare. At June 30, 2009, accounts payable, accrued expenses, and other liabilities increased by \$13.0 million compared to end-of-year 2008. The increase was due primarily to higher liabilities for clinical trial and payroll-related costs, partially offset by a \$9.8 million cost-sharing payment which

was due to Bayer HealthCare at December 31, 2008 in connection with the companies' VEGF Trap-Eye collaboration; no cost-sharing payment was due to Bayer HealthCare at June 30, 2009.

At June 30, 2008, accounts receivable increased by \$14.5 million, compared to end-of-year 2007, primarily due to higher receivable balances related to our collaborations with sanofi-aventis. Also, our deferred revenue balances at June 30, 2008 increased by \$6.5 million, compared to end-of-year 2007, primarily due to the receipt of \$20.0 million payments from AstraZeneca in February 2008 and Astellas in June 2008, which were deferred and recognized ratably over the ensuing year. This increase was partially offset by amortization of previously received deferred payments under our collaborations with sanofi-aventis and Bayer HealthCare.

Cash Provided by (Used in) Investing Activities:

Net cash provided by investing activities was \$32.8 million in the first six months of 2009 compared to net cash used in investing activities of \$116.6 million in the same period of 2008, due primarily to a decrease in purchases of marketable securities net of sales or maturities. In the first half of 2009, sales or maturities of marketable securities exceeded purchases by \$85.4 million, whereas in the first half of 2008, purchases of marketable securities exceeded sales or maturities by \$106.8 million. In addition, cash used for capital expenditures totaled \$52.7 million in the first six months of 2009, primarily for tenant improvements and related costs in connection with our new leased facilities in Tarrytown.

Cash Provided by (Used in) Financing Activities:

Net cash provided by financing activities was \$6.9 million in the first six months of 2009 compared to net cash used in financing activities of \$78.5 million in the same period in 2008. In the first half of 2009, we received a \$5.2 million reimbursement of tenant improvements from our landlord in connection with our new Tarrytown facilities, which we are deemed to own in accordance with the provisions of EITF 97-10. In the second quarter of 2008, the Company repurchased \$81.3 million in principal amount of our convertible senior subordinated notes for \$82.1 million. In addition, proceeds from issuances of Common Stock in connection with exercises of employee stock options were \$1.7 million and \$3.7 million in the first half of 2009 and 2008, respectively.

Fair Value of Marketable Securities:

At June 30, 2009 and December 31, 2008, we held marketable securities whose aggregate fair value totaled \$193.3 million and \$278.0 million, respectively. The composition of our portfolio of marketable securities on these dates was as follows:

Investment type	June 30, 2009		December 31, 2008	
	Fair Value	Percent	Fair Value	Percent
U.S. Treasury securities	\$ 75.9	39%	\$ 113.9	41%
U.S. government agency securities	30.1	16%	58.3	21%
U.S. government-guaranteed corporate bonds	48.7	25%	29.8	11%
U.S. government guaranteed collateralized mortgage obligations	7.5	4%	17.4	6%
Corporate bonds	20.3	11%	37.1	13%
Mortgage-backed securities	5.3	3%	10.0	4%
Other asset-backed securities	0.5		7.8	3%
Other	5.0	2%	3.7	1%
Total marketable securities	\$ 193.3	100%	\$ 278.0	100%

In addition, at June 30, 2009 and December 31, 2008, we had \$273.1 million and \$249.5 million, respectively, of cash, cash equivalents, and restricted cash, primarily held in money market funds that invest in U.S. government securities.

During the first half of 2009, as marketable securities in our portfolio matured or paid down, we purchased primarily U.S. Treasury securities, U.S. government agency obligations and U.S. government-guaranteed debt. This shift toward higher quality securities, which we initiated in 2008, continues to reduce the risk profile, as well as the overall yield, of our portfolio. In particular, we continue to reduce the proportion of asset-backed securities and corporate bonds in our portfolio.

Capital Expenditures:

Our cash expenditures for property, plant, and equipment totaled \$52.7 million and \$9.8 million for the first half of 2009 and 2008, respectively. During the remainder of 2009, we expect to incur approximately \$50 to \$60 million in capital expenditures, primarily in connection with expanding our Rensselaer, New York manufacturing facilities and tenant improvements at our new leased Tarrytown facilities. In connection with our tenant improvement costs in Tarrytown, up to approximately \$50 million is reimbursable at our option from our landlord under the terms of our lease.

Amendment to Lease – Tarrytown, New York Facilities:

We currently lease approximately 248,000 square feet of laboratory and office facilities in Tarrytown, New York. In December 2006, we entered into a new lease agreement (as amended in October 2007 and September 2008) to lease approximately 348,000 square feet of laboratory and office space at our current Tarrytown location, including approximately 230,000 square feet in new facilities that are currently under construction and expected to be completed in mid-2009. The term of the lease commenced effective June 2008 and will expire in June 2024. In April 2009, we amended the lease agreement to increase the amount of space we will lease to approximately 389,500 square feet. As amended, the lease contains early termination options on approximately 159,500 square feet of space. Other terms and conditions, as previously described in our Annual Report on Form 10-K for the year ended December 31, 2008, remain unchanged. In connection with the lease amendment, in April 2009, we terminated a sublease for 16,200 square feet of space in Tarrytown, New York.

Funding Requirements:

We expect to continue to incur substantial funding requirements primarily for research and development activities (including preclinical and clinical testing). Before taking into account reimbursements from collaborators, we currently anticipate that approximately 50-60% of our expenditures for 2009 will be directed toward the preclinical and clinical development of product candidates, including ARCALYST[®] (riloncept), aflibercept, VEGF Trap-Eye, and monoclonal antibodies (including REGN88, REGN421, and REGN475); approximately 20-30% of our expenditures for 2009 will be applied to our basic research and early preclinical activities and the remainder of our expenditures for 2009 will be used for the continued development of our novel technology platforms, capital expenditures, and general corporate purposes.

We currently anticipate that in 2009 sales of ARCALYST for the treatment of CAPS will not materially enhance or otherwise materially impact our cash flows.

In connection with the April 2009 amendment to our lease agreement for facilities in Tarrytown, New York, as described above, our total estimated future minimum noncancelable lease commitments, previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2008, will increase (i) from \$9.1 million to \$9.4 million for the year ending December 31, 2009, (ii) from \$26.8 million to \$29.2 million for the two-year period beginning January 1, 2010, (iii) from \$27.2 million to \$28.8 million for the two-year period beginning January 1, 2012, and (iv) from \$167.0 million to \$182.5 million for the fiscal years beginning January 1, 2014 and thereafter.

The amount we need to fund operations will depend on various factors, including the status of competitive products, the success of our research and development programs, the potential future need to expand our professional and support staff and facilities, the status of patents and other intellectual property rights, the delay or failure of a clinical trial of any of our potential drug candidates, and the continuation, extent, and success of our collaborations with sanofi-aventis and Bayer HealthCare. Clinical trial costs are dependent, among other things, on the size and duration of trials, fees charged for services provided by clinical trial investigators and other third parties, the costs for manufacturing the product candidate for use in the trials, and for supplies, laboratory tests, and other expenses. The amount of funding that will be required for our clinical programs depends upon the results of our research and preclinical programs and early-stage clinical trials, regulatory requirements, the duration and results of clinical trials underway and of additional clinical trials that we decide to initiate, and the various factors that affect the cost of each trial as described above. Currently, we are required to remit royalties on product sales of ARCALYST[®] (riloncept) for the treatment of CAPS. In the future, if we are able to successfully develop, market, and sell ARCALYST for other indications or certain of our product candidates, we may be required to pay royalties or otherwise share the profits generated on such sales in connection with our collaboration and licensing agreements.

We expect that expenses related to the filing, prosecution, defense, and enforcement of patent and other intellectual property claims will continue to be substantial as a result of patent filings and prosecutions in the United States and foreign countries.

We believe that our existing capital resources, including funding we are entitled to receive under our collaboration agreements, will enable us to meet operating needs through at least 2012. However, this is a forward-looking statement based on our current operating plan, and there may be a change in projected revenues or expenses that would lead to our capital being consumed significantly before such time. If there is insufficient capital to fund all of our planned operations and activities, we would expect to prioritize available capital to fund selected preclinical and clinical development programs.

Other than a \$1.6 million letter of credit issued to our landlord in connection with our lease for facilities in Tarrytown, New York, as described above, we have no off-balance sheet arrangements. In addition, we do not guarantee the obligations of any other entity. As of June 30, 2009, we had no established banking arrangements through which we could obtain short-term financing or a line of credit. In the event we need additional financing for the operation of our business, we will consider collaborative arrangements and additional public or private financing, including additional equity financing. Factors influencing the availability of additional financing include our progress in product development, investor perception of our prospects, and the general condition of the financial markets. We may not be able to secure the necessary funding through new collaborative arrangements or additional public or private offerings. If we cannot raise adequate funds to satisfy our capital requirements, we may have to delay, scale-back, or eliminate certain of our research and development activities or future operations. This could materially harm our business.

Future Impact of Recently Issued Accounting Standards

In June 2009, the Financial Accounting Standards Board ("FASB") issued FAS 168, *The FASB Accounting Standards CodificationTM and the Hierarchy of Generally Accepted Accounting Principles*. When effective, the FASB Accounting Standards Codification (the Codification) will become the single official source of authoritative, nongovernmental U.S. generally accepted accounting principles (GAAP). The Codification will be effective for interim and annual periods ending after September 15, 2009. We will be required to report using the Codification commencing with the quarter ended September 30, 2009. We do not anticipate that reporting under the Codification will have a material impact on our financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Interest Rate Risk:

Our earnings and cash flows are subject to fluctuations due to changes in interest rates primarily from our investment of available cash balances in investment grade corporate, asset-backed, and U.S. government securities. We do not believe we are materially exposed to changes in interest rates. Under our current policies, we do not use interest rate derivative instruments to manage exposure to interest rate changes. We estimated that a one percent unfavorable change in interest rates would result in approximately a \$0.8 million and \$2.0 million decrease in the fair value of our investment portfolio at June 30, 2009 and 2008, respectively.

Credit Quality Risk:

We have an investment policy that includes guidelines on acceptable investment securities, minimum credit quality, maturity parameters, and concentration and diversification. Nonetheless, deterioration of the credit quality of an investment security subsequent to purchase may subject us to the risk of not being able to recover the full principal value of the security. In 2007, we recognized a \$5.9 million charge related to marketable securities from two issuers which we

considered to be other than temporarily impaired in value. In 2008, an additional \$0.7 million impairment charge was recognized related to one of these securities and a \$1.8 million charge was recognized related to another marketable security which we considered to be other than temporarily impaired in value.

The current economic environment, the deterioration in the credit quality of some of the issuers of securities that we hold, and the recent volatility of securities markets increase the risk that there could be further declines in the market value of marketable securities in our investment portfolio and that such declines could result in charges against income in future periods for other-than-temporary impairments, and such amounts could be material.

ITEM 4. CONTROLS AND PROCEDURES

Our management, with the participation of our chief executive officer and chief financial officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), as of the end of the period covered by this report. Based on this evaluation, our chief executive officer and chief financial officer each concluded that, as of the end of such period, our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in applicable rules and forms of the Securities and Exchange Commission, and is accumulated and communicated to our management, including our chief executive officer and chief financial officer, as appropriate to allow timely decisions regarding required disclosure.

There has been no change in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended June 30, 2009 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time, we are a party to legal proceedings in the course of our business. We do not expect any such current legal proceedings to have a material adverse effect on our business or financial condition.

ITEM 1A. RISK FACTORS

We operate in an environment that involves a number of significant risks and uncertainties. We caution you to read the following risk factors, which have affected, and/or in the future could affect, our business, operating results, financial condition, and cash flows. The risks described below include forward-looking statements, and actual events and our actual results may differ substantially from those discussed in these forward-looking statements. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also impair our business operations. Furthermore, additional risks and uncertainties are described under other captions in this report and should be considered by our investors.

Risks Related to Our Financial Results and Need for Additional Financing

We have had a history of operating losses and we may never achieve profitability. If we continue to incur operating losses, we may be unable to continue our operations.

From inception on January 8, 1988 through June 30, 2009, we had a cumulative loss of \$903.6 million. If we continue to incur operating losses and fail to become a profitable company, we may be unable to continue our operations. In the absence of substantial revenue from the sale of products or other sources, the amount, timing, nature or source of which cannot be predicted, our losses will continue as we conduct our research and development activities.

We may need additional funding in the future, which may not be available to us, and which may force us to delay, reduce or eliminate our product development programs or commercialization efforts.

We will need to expend substantial resources for research and development, including costs associated with clinical testing of our product candidates. We believe our existing capital resources, including funding we are entitled to receive under our collaboration agreements, will enable us to meet operating needs through at least 2012; however, one or more of our collaboration agreements may terminate, our projected revenue may decrease, or our expenses may increase and that would lead to our capital being consumed significantly before such time. We may require additional financing in the future and we may not be able to raise such additional funds. If we are able to obtain additional financing through the sale of equity or convertible debt securities, such sales may be dilutive to our shareholders. Debt financing arrangements may require us to pledge certain assets or enter into covenants that would restrict our business activities or our ability to incur further indebtedness and may contain other terms that are not favorable to our shareholders. If we are unable to raise sufficient funds to complete the development of our product candidates, we may face delay, reduction or elimination of our research and development programs or preclinical or clinical trials, in which case our business, financial condition or results of operations may be materially harmed.

The value of our investment portfolio, which includes cash, cash equivalents, and marketable securities, is influenced by varying economic and market conditions. A decrease in the value of an asset in our investment portfolio or a default by the issuer may result in our inability to recover the principal we invested and/or a recognition of a loss charged against income.

As of June 30, 2009, cash, cash equivalents, restricted cash, and marketable securities totaled \$466.4 million and represented 63% of our total assets. We have invested available cash balances primarily in money market funds and U.S. Treasury, U.S. government agency, corporate, and to a lesser extent, asset-backed securities. We consider assets classified as marketable securities to be "available-for-sale," as defined by Statement of Financial Accounting Standards No. (SFAS) 115, *Accounting for Certain Investments in Debt and Equity Securities*. Marketable securities totaled \$193.3 million at June 30, 2009, are carried at fair value, and the unrealized gains and losses are included in other accumulated comprehensive income (loss) as a separate component of stockholders' equity. If the decline in the value of a security in our investment portfolio is deemed to be other-than-temporary, we write down the security to its current fair value and recognize a loss which may be fully charged against income. For example, during the year ended December 31, 2008, we recorded charges for other-than-temporary impairments totaling \$2.5 million related to two marketable securities in our investment portfolio. The current economic environment, the deterioration in the credit quality of some of the issuers of securities that we hold, and the recent volatility of securities markets increase the risk that we may not recover the principal we invested and/or there may be further declines in the market value of securities in our investment portfolio. As a result, we may incur additional

charges against income in future periods for other-than-temporary impairments or realized losses upon a security's sale or maturity, and such amounts may be material.

Risks Related to ARCALYST® (rilonacept) and the Development of Our Product Candidates

Successful development of any of our product candidates is highly uncertain.

Only a small minority of all research and development programs ultimately result in commercially successful drugs. Even if clinical trials demonstrate safety and effectiveness of any of our product candidates for a specific disease and the necessary regulatory approvals are obtained, the commercial success of any of our product candidates will depend upon their acceptance by patients, the medical community, and third-party payers and on our partners' ability to successfully manufacture and commercialize our product candidates. Our product candidates are delivered either by intravenous infusion or by intravitreal or subcutaneous injections, which are generally less well received by patients than tablet or capsule delivery. If our products are not successfully commercialized, we will not be able to recover the significant investment we have made in developing such products and our business would be severely harmed.

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We are testing aflibercept, VEGF Trap-Eye, and ARCALYST® (rilonacept) in a number of late-stage clinical trials. Clinical trials may not demonstrate statistically sufficient effectiveness and safety to obtain the requisite regulatory approvals for these product candidates. In a number of instances, we have terminated the development of product candidates due to a lack of or modest effectiveness.

Aflibercept is in Phase 3 clinical trials in combination with standard chemotherapy regimens for the treatment of 2nd line metastatic colorectal cancer, 1st line metastatic pancreatic cancer, 1st line androgen independent prostate cancer, and 2nd line metastatic non-small cell lung cancer. Aflibercept may not demonstrate the required safety or efficacy to support an application for approval in any of these indications. We do not have proof of concept data from early-stage, double-blind, controlled clinical trials that aflibercept will be safe or effective in any of these cancer settings. Treatment with another VEGF inhibitor, Avastin® (bevacizumab), marketed by Genentech, Inc., in combination with a chemotherapy regimen did not extend survival in a previous Phase 3 study in patients with pancreatic cancer.

We are testing VEGF Trap-Eye in Phase 3 trials for the treatment of wet AMD. Although we reported positive Phase 2 trial results with VEGF Trap-Eye in this indication based on a limited number of patients, the results from the larger Phase 3 trials may not demonstrate that VEGF Trap-Eye is safe and effective or compares favorably to Lucentis® (ranibizumab injection), marketed by Genentech, Inc. A number of other potential new drugs and biologics which showed promising results in initial clinical trials subsequently failed to establish sufficient safety and efficacy data to obtain necessary regulatory approvals.

ARCALYST is in Phase 3 clinical trials for two different gout indications – the prevention of gout flares in patients initiating urate-lowering drug therapy and acute gout. We do not have proof of concept data from Phase 2 clinical trials that ARCALYST will be safe or effective in the acute gout setting. Although we reported positive Phase 2 proof of concept data from a small number of patients initiating urate-lowering drug therapy, there is a risk that the results of the larger Phase 3 trials of ARCALYST in patients initiating urate-lowering drug therapy will differ from the previously reported Phase 2 trial. A number of potential new drugs and biologics which showed promising results in initial clinical trials subsequently failed to establish sufficient safety and efficacy data to obtain necessary regulatory approvals.

We are studying our antibody candidates in a wide variety of indications in early stage clinical trials. Many of these trials are exploratory studies designed to identify what diseases and uses, if any, are best suited for these product candidates. These early stage product candidates may not demonstrate the requisite efficacy and/or safety profile to support continued development for some or all of the indications that are being, or are planned to be, studied.

Clinical trials required for our product candidates are expensive and time-consuming, and their outcome is highly uncertain. If any of our drug trials are delayed or yield unfavorable results, we will have to delay or may be unable to obtain regulatory approval for our product candidates.

We must conduct extensive testing of our product candidates before we can obtain regulatory approval to market and sell them. We need to conduct both preclinical animal testing and human clinical trials. Conducting these trials is a lengthy, time-consuming, and expensive process. These tests and trials may not achieve favorable results for many reasons, including, among others, failure of the product candidate to demonstrate safety or efficacy, the development of serious or life-threatening adverse events (or side effects) caused by or connected with exposure to the product candidate, difficulty in enrolling and maintaining subjects in the clinical trial, lack of sufficient supplies of the product candidate or comparator drug, and the failure of clinical investigators, trial monitors and other consultants, or trial subjects to comply with the trial plan or protocol. A clinical trial may fail because it did not include a sufficient number of patients to detect the endpoint being measured or reach statistical significance. A clinical trial may also fail because the dose(s) of the investigational drug included in the trial were either too low or too high to determine the optimal effect of the investigational drug in the disease setting.

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We will need to reevaluate any drug candidate that does not test favorably and either conduct new trials, which are expensive and time consuming, or abandon the drug development program. Even if we obtain positive results from preclinical or clinical trials, we may not achieve the same success in future trials. Many companies in the biopharmaceutical industry, including Regeneron, have suffered significant setbacks in clinical trials, even after promising results have been obtained in earlier trials. The failure of clinical trials to demonstrate safety and effectiveness for the desired indication(s) could harm the development of our product candidate(s), and our business, financial condition, and results of operations may be materially harmed.

Serious complications or side effects have occurred, and may continue to occur, in connection with the use of our approved product and in clinical trials of some of our product candidates which could cause our regulatory approval to be revoked or otherwise negatively affected or lead to delay or discontinuation of development of our product candidates which could severely harm our business.

During the conduct of clinical trials, patients report changes in their health, including illnesses, injuries, and discomforts, to their study doctor. Often, it is not possible to determine whether or not the drug candidate being studied caused these conditions. Various illnesses, injuries, and discomforts have been reported from time-to-time during clinical trials of our product candidates. It is possible as we test our drug candidates in larger, longer, and more extensive clinical programs, illnesses, injuries, and discomforts that were observed in earlier trials, as well as conditions that did not occur or went undetected in smaller trials, will be reported by patients. Many times, side effects are only detectable after investigational drugs are tested in large scale, Phase 3 clinical trials or, in

some cases, after they are made available to patients after approval. If additional clinical experience indicates that any of our product candidates has many side effects or causes serious or life-threatening side effects, the development of the product candidate may fail or be delayed, which would severely harm our business.

Aflibercept (VEGF Trap) is being studied for the potential treatment of certain types of cancer and our VEGF Trap-Eye candidate is being studied in diseases of the eye. There are many potential safety concerns associated with significant blockade of vascular endothelial growth factor, or VEGF, that may limit our ability to successfully develop aflibercept and VEGF Trap-Eye. These serious and potentially life-threatening risks, based on clinical and preclinical experience of VEGF inhibitors, include bleeding, intestinal perforation, hypertension, proteinuria, heart attack, and stroke. In addition, patients given infusions of any protein, including VEGF Trap delivered through intravenous administration, may develop severe hypersensitivity reactions or infusion reactions. Other VEGF blockers have reported side effects that became evident only after large scale trials or after marketing approval and large number of patients were treated. These and other complications or side effects could harm the development of aflibercept for the treatment of cancer or VEGF Trap-Eye for the treatment of diseases of the eye.

We have tested ARCALYST in only a small number of patients. As more patients begin to use our product and as we test it in new disease settings, new risks and side effects associated with ARCALYST may be discovered, and risks previously viewed as inconsequential could be determined to be significant. Like cytokine antagonists such as Kineret[®] (anakinra), marketed by Biovitrum, Enbrel[®] (etanercept), marketed by Amgen Inc. and Wyeth Pharmaceuticals, Inc., and Remicade[®] (infliximab), marketed by Centocor Ortho Biotech, Inc., ARCALYST affects the immune defense system of the body by blocking some of its functions. Therefore, ARCALYST may interfere with the body's ability to fight infections. Treatment with Kineret, a medication that works through the inhibition of IL-1, has been associated with an increased risk of serious infections, and serious, life threatening infections have been reported in patients taking ARCALYST. These or other complications or side effects could cause regulatory authorities to revoke approvals of ARCALYST. Alternatively, we may be required to conduct additional clinical trials, make changes in the labeling of our product, or limit or abandon our efforts to develop ARCALYST in new disease settings. These side effects may also result in a reduction, or even the elimination, of sales of ARCALYST in approved indications.

ARCALYST[®] (rilonacept) and our product candidates in development are recombinant proteins that could cause an immune response, resulting in the creation of harmful or neutralizing antibodies against the therapeutic protein.

In addition to the safety, efficacy, manufacturing, and regulatory hurdles faced by our product candidates, the administration of recombinant proteins frequently causes an immune response, resulting in the creation of antibodies against the therapeutic protein. The antibodies can have no effect or can totally neutralize the effectiveness of the protein, or require that higher doses be used to obtain a therapeutic effect. In some cases, the antibody can cross react with the patient's own proteins, resulting in an "auto-immune" type disease. Whether antibodies will be created can often not be predicted from preclinical or clinical experiments, and their detection or appearance is often delayed, so that there can be no assurance that neutralizing antibodies will not be detected at a later date, in some cases even after pivotal clinical trials have been completed. Antibodies directed against the receptor domains of rilonacept were detected in patients with CAPS after treatment with ARCALYST. Nineteen of 55 subjects (35%) who received ARCALYST for at least 6 weeks tested positive for treatment-emerging binding antibodies on at least one occasion. To date, no side effects related to antibodies were observed in these subjects and there were no observed effects on drug efficacy or drug levels. It is possible that as we continue to test aflibercept and VEGF Trap-Eye with more sensitive assays in different patient populations and larger clinical trials, we will find that subjects given aflibercept and VEGF Trap-Eye develop antibodies to these product candidates, and may also experience side effects related to the antibodies, which could adversely impact the development of such candidates.

We may be unable to formulate or manufacture our product candidates in a way that is suitable for clinical or commercial use.

Changes in product formulations and manufacturing processes may be required as product candidates progress in clinical development and are ultimately commercialized. If we are unable to develop suitable product formulations or manufacturing processes to support large scale clinical testing of our product candidates, including aflibercept, VEGF Trap-Eye, and our antibody candidates, we may be unable to supply necessary materials for our clinical trials, which would delay the development of our product candidates. Similarly, if we are unable to supply sufficient quantities of our product or develop product formulations suitable for commercial use, we will not be able to successfully commercialize our product candidates.

Risks Related to Intellectual Property

If we cannot protect the confidentiality of our trade secrets or our patents are insufficient to protect our proprietary rights, our business and competitive position will be harmed.

Our business requires using sensitive and proprietary technology and other information that we protect as trade secrets. We seek to prevent improper disclosure of these trade secrets through confidentiality agreements. If our trade secrets are improperly exposed, either by our own employees or our collaborators, it would help our competitors and adversely affect our business. We will be able to protect our proprietary rights from unauthorized use by third parties only to the extent that our rights are covered by valid and enforceable patents or are effectively maintained as trade secrets. The patent position of biotechnology companies involves complex legal and factual questions and, therefore, enforceability cannot be predicted with certainty. Our patents may be challenged, invalidated, or circumvented. Patent applications filed outside the United States may be challenged by third parties who file an opposition. Such opposition proceedings are increasingly common in the European Union and are costly to defend. We have patent applications that are being opposed and it is likely that we will need to defend additional patent applications in the future. Our patent rights may not provide us with a proprietary position or competitive advantages against competitors. Furthermore, even if the outcome is favorable to us, the enforcement of our intellectual property rights can be extremely expensive and time consuming.

We may be restricted in our development and/or commercialization activities by, and could be subject to damage awards if we are found to have infringed, third party patents or other proprietary rights.

Our commercial success depends significantly on our ability to operate without infringing the patents and other proprietary rights of third parties. Other parties may allege that they have blocking patents to our products in clinical development, either because they claim to hold proprietary rights to the composition of a product or the way it is manufactured or used. Moreover, other parties may allege that they have blocking patents to antibody products made using our *VelocImmune*[®] technology, either because of the way the antibodies are discovered or produced or because of a proprietary position covering an antibody or the antibody's target.

We are aware of patents and pending applications owned by Genentech that claim certain chimeric VEGF receptor compositions. Although we do not believe that aflibercept or VEGF Trap-Eye infringes any valid claim in these patents or patent applications, Genentech could initiate a lawsuit for patent infringement and assert that its patents are valid and cover aflibercept or VEGF Trap-Eye. Genentech may be motivated to initiate such a lawsuit at some point in an effort to impair our ability to develop and sell aflibercept or VEGF Trap-Eye, which represent potential competitive threats to Genentech's VEGF-binding products and product candidates. An adverse determination by a court in any such potential patent litigation would likely materially harm our business by requiring us to seek a license, which may not be available, or resulting in our inability to manufacture, develop, and sell aflibercept or VEGF Trap-Eye or in a damage award.

We are aware of patents and pending applications owned by Roche that claim antibodies to the interleukin-6 receptor and methods of treating rheumatoid arthritis with such antibodies. We are developing REGN88, an antibody to the interleukin-6 receptor, for the treatment of rheumatoid arthritis. Although we do not believe that REGN88 infringes any valid claim in these patents or patent applications, Roche could initiate a lawsuit for patent infringement and assert its patents are valid and cover REGN88.

We are aware of a U.S. patent jointly owned by Genentech and City of Hope relating to the production of recombinant antibodies in host cells. We currently produce our antibody product candidates using recombinant antibodies from host cells and may choose to produce additional antibody product candidates in this manner. Neither ARCALYST[®] (rilonacept), aflibercept, nor VEGF Trap-Eye are recombinant antibodies. If any of our antibody product candidates are produced in a manner subject to valid claims in the Genentech patent, then we may need to obtain a license from Genentech should one be available. Genentech has licensed this patent to several different companies under confidential license agreements. If we desire a license for any of our antibody product candidates and are unable to obtain a license on commercially reasonable terms or at all, we may be restricted in our ability to use Genentech's techniques to make recombinant antibodies in or to import them into the United States.

Further, we are aware of a number of other third party patent applications that, if granted, with claims as currently drafted, may cover our current or planned activities. We cannot assure you that our products and/or actions in manufacturing and selling our product candidates will not infringe such patents.

Any patent holders could sue us for damages and seek to prevent us from manufacturing, selling, or developing our drug candidates, and a court may find that we are infringing validly issued patents of third parties. In the event that the manufacture, use, or sale of any of our clinical candidates infringes on the patents or violates other proprietary rights of third parties, we may be prevented from pursuing product development, manufacturing, and commercialization of our drugs and may be required to pay costly damages. Such a result may materially harm our business, financial condition, and results of operations. Legal disputes are likely to be costly and time consuming to defend.

We seek to obtain licenses to patents when, in our judgment, such licenses are needed. If any licenses are required, we may not be able to obtain such licenses on commercially reasonable terms, if at all. The failure to obtain any such license could prevent us from developing or commercializing any one or more of our product candidates, which could severely harm our business.

Regulatory and Litigation Risks

If we do not obtain regulatory approval for our product candidates, we will not be able to market or sell them.

We cannot sell or market products without regulatory approval. If we do not obtain and maintain regulatory approval for our product candidates, including ARCALYST for the treatment of diseases other than CAPS, the value of our company and our results of operations will be harmed. In the United States, we must obtain and maintain approval from the United States Food and Drug Administration (FDA) for each drug we intend to sell. Obtaining FDA approval is typically a lengthy and expensive process, and approval is highly uncertain. Foreign governments also regulate drugs distributed in their country and approval in any country is likely to be a lengthy and expensive process, and approval is highly uncertain. Except for the FDA approval of ARCALYST for the treatment of CAPS, none of our product candidates has ever received regulatory approval to be marketed and sold in the United States or any other country. We may never receive regulatory approval for any of our product candidates.

The FDA enforces good clinical practices and other regulations through periodic inspections of trial sponsors, clinical research organizations (CROs), principal investigators, and trial sites. If we or any of the third parties conducting our clinical studies are determined to have failed to fully comply with Good Clinical Practice regulations (GCPs), the study protocol or applicable regulations, the clinical data generated in our studies may be deemed unreliable. This could result in non-approval of our product candidates by the FDA, or we or the FDA may decide to conduct additional audits or require additional clinical studies, which would delay our development programs and substantially harm our business.

Before approving a new drug or biologic product, the FDA requires that the facilities at which the product will be manufactured be in compliance with current Good Manufacturing Practices, or cGMP requirements. Manufacturing product candidates in compliance with these regulatory requirements is complex, time-consuming, and expensive. To be successful, our products must be manufactured for development, following approval, in commercial quantities, in compliance with regulatory requirements, and at competitive costs. If we or any of our product collaborators or third-party manufacturers, product packagers, or labelers are unable to maintain regulatory compliance, the FDA can impose regulatory sanctions, including, among other things, refusal to approve a pending application for a new drug or biologic product, or revocation of a pre-existing approval. As a result, our business, financial condition, and results of operations may be materially harmed.

In addition to the FDA and other regulatory agency regulations in the United States, we are subject to a variety of foreign regulatory requirements governing human clinical trials, manufacturing, marketing and approval of drugs, and commercial sale and distribution of drugs in foreign countries. The foreign regulatory approval process includes all of the risks associated with FDA approval as well as country specific regulations. Whether or not we obtain FDA approval for a product in the United States, we must obtain approval by the comparable regulatory authorities of foreign countries before we can commence clinical trials or marketing of rilonacept or any of our product candidates in those countries.

If the testing or use of our products harms people, we could be subject to costly and damaging product liability claims.

The testing, manufacturing, marketing, and sale of drugs for use in people expose us to product liability risk. Any informed consent or waivers obtained from people who sign up for our clinical trials may not protect us from liability or the cost of litigation. We may be subject to claims by CAPS patients who use ARCALYST that they have been injured by a side effect associated with the drug. Our product liability insurance may not cover all potential liabilities or may not completely cover any liability arising from any such litigation. Moreover, we may not have access to liability insurance or be able to maintain our insurance on acceptable terms.

If we market and sell ARCALYST[®] (riloncept) in a way that violates federal or state fraud and abuse laws, we may be subject to civil or criminal penalties.

In addition to FDA and related regulatory requirements, we are subject to health care “fraud and abuse” laws, such as the federal False Claims Act, the anti-kickback provisions of the federal Social Security Act, and other state and federal laws and regulations. Federal and state anti-kickback laws prohibit, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration to induce, or in return for, purchasing, leasing, ordering or arranging for the purchase, lease or order of any health care item or service reimbursable under Medicare, Medicaid, or other federally or state financed health care programs.

Federal false claims laws prohibit any person from knowingly presenting, or causing to be presented, a false claim for payment to the federal government, or knowingly making, or causing to be made, a false statement to get a false claim paid. Pharmaceutical companies have been prosecuted under these laws for a variety of alleged promotional and marketing activities, such as allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product; reporting to pricing services inflated average wholesale prices that were then used by federal programs to set reimbursement rates; engaging in promotion for uses that the FDA has not approved, or off-label uses, that caused claims to be submitted to Medicaid for non-covered off-label uses; and submitting inflated best price information to the Medicaid Rebate program.

The majority of states also have statutes or regulations similar to the federal anti-kickback law and false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payer. Sanctions under these federal and state laws may include civil monetary penalties, exclusion of a manufacturer’s products from reimbursement under government programs, criminal fines, and imprisonment.

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Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which would also harm our financial condition. Because of the breadth of these laws and the narrowness of the safe harbors, it is possible that some of our business activities could be subject to challenge under one or more of such laws.

In recent years, several states and localities, including California, the District of Columbia, Massachusetts, Maine, Minnesota, Nevada, New Mexico, Vermont, and West Virginia, have enacted legislation requiring pharmaceutical companies to establish marketing compliance programs, and file periodic reports with the state or make periodic public disclosures on sales, marketing, pricing, clinical trials, and other activities. Similar legislation is being considered in other states. Many of these requirements are new and uncertain, and the penalties for failure to comply with these requirements are unclear. Nonetheless, if we are found not to be in full compliance with these laws, we could face enforcement action and fines and other penalties, and could receive adverse publicity.

Our operations may involve hazardous materials and are subject to environmental, health, and safety laws and regulations. We may incur substantial liability arising from our activities involving the use of hazardous materials.

As a biopharmaceutical company with significant manufacturing operations, we are subject to extensive environmental, health, and safety laws and regulations, including those governing the use of hazardous materials. Our research and development and manufacturing activities involve the controlled use of chemicals, viruses, radioactive compounds, and other hazardous materials. The cost of compliance with environmental, health, and safety regulations is substantial. If an accident involving these materials or an environmental discharge were to occur, we could be held liable for any resulting damages, or face regulatory actions, which could exceed our resources or insurance coverage.

Changes in the securities laws and regulations have increased, and are likely to continue to increase, our costs.

The Sarbanes-Oxley Act of 2002, which became law in July 2002, has required changes in some of our corporate governance, securities disclosure, and compliance practices. In response to the requirements of that Act, the SEC and the NASDAQ Stock Market have promulgated rules and listing standards covering a variety of subjects. Compliance with these rules and listing standards has increased our legal costs, and significantly increased our accounting and auditing costs, and we expect these costs to continue. These developments may make it more difficult and more expensive for us to obtain directors’ and officers’ liability insurance. Likewise, these developments may make it more difficult for us to attract and retain qualified members of our board of directors, particularly independent directors, or qualified executive officers.

In future years, if we are unable to conclude that our internal control over financial reporting is effective, the market value of our Common Stock could be adversely affected.

As directed by Section 404 of the Sarbanes-Oxley Act of 2002, the SEC adopted rules requiring public companies to include a report of management on the Company’s internal control over financial reporting in their annual reports on Form 10-K that contains an assessment by management of the effectiveness of our internal control over financial reporting. In addition, the independent registered public accounting firm auditing our financial statements must attest to and report on the effectiveness of our internal control over financial reporting. Our independent registered public accounting firm provided us with an unqualified report as to the effectiveness of our internal control over financial reporting as of December 31, 2008, which report is included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2008. However, we cannot assure you that management or our independent registered public accounting firm will be able to provide such an unqualified report as of future year-ends. In this event, investors could lose confidence in the reliability of our financial statements, which could result in a decrease in the market value of our Common Stock. In addition, if it is determined that deficiencies in the design or operation of internal controls exist and that they are reasonably likely to adversely affect our ability to record, process, summarize, and report financial information, we would likely incur additional costs to remediate these deficiencies and the costs of such remediation could be material.

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Changes in laws and regulations affecting the healthcare industry could adversely affect our business.

All aspects of our business, including research and development, manufacturing, marketing, pricing, sales, litigation, and intellectual property rights, are subject to extensive legislation and regulation. Changes in applicable federal and state laws and agency regulations could have a material adverse effect on our business. These include:

- changes in the FDA and foreign regulatory processes for new therapeutics that may delay or prevent the approval of any of our current or future product candidates;
- new laws, regulations, or judicial decisions related to healthcare availability or the payment for healthcare products and services, including prescription drugs, that would make it more difficult for us to market and sell products once they are approved by the FDA or foreign regulatory agencies; and
- changes in FDA and foreign regulations that may require additional safety monitoring prior to or after the introduction of new products to market, which could materially increase our costs of doing business.

The enactment in the United States of the Medicare Prescription Drug Improvement and Modernization Act of 2003 and current pending legislation which would ease the entry of competing follow-on biologics into the marketplace are examples of changes and possible changes in laws that could adversely affect our business.

Risks Related to Our Reliance on Third Parties

If our antibody collaboration with sanofi-aventis is terminated, our business operations and our ability to discover, develop, manufacture, and commercialize our pipeline of product candidates in the time expected, or at all, would be materially harmed.

We rely heavily on the funding from sanofi-aventis to support our target discovery and antibody research and development programs. Sanofi-aventis has committed to pay up to \$400 million between 2009 and 2012 to fund our efforts to identify and validate drug discovery targets and pre-clinically develop fully human monoclonal antibodies against such targets. In addition, sanofi-aventis funds almost all of the development expenses incurred by both companies in connection with the clinical development of antibodies that sanofi-aventis elects to co-develop with us. We rely on sanofi-aventis to fund these activities. In addition, with respect to those antibodies that sanofi-aventis elects to co-develop with us, such as REGN88, REGN421, and REGN475, we rely on sanofi-aventis to lead much of the clinical development efforts and assist with obtaining regulatory approval, particularly outside the United States. We also rely on sanofi-aventis to lead the commercialization efforts to support all of the antibody products that are co-developed by sanofi-aventis and us. If sanofi-aventis does not elect to co-develop the antibodies that we discover or opts-out of their development, we would be required to fund and oversee on our own the clinical trials, any regulatory responsibilities, and the ensuing commercialization efforts to support our antibody products. If sanofi-aventis terminates the antibody collaboration or fails to comply with its payment obligations thereunder, our business, financial condition, and results of operations would be materially harmed. We would be required to either expend substantially more resources than we have anticipated to support our research and development efforts, which could require us to seek additional funding that might not be available on favorable terms or at all, or materially cut back on such activities. While we cannot assure you that any of the antibodies from this collaboration will ever be successfully developed and commercialized, if sanofi-aventis does not perform its obligations with respect to antibodies that it elects to co-develop, our ability to develop, manufacture, and commercialize these antibody product candidates will be significantly adversely affected.

If our collaboration with sanofi-aventis for aflibercept (VEGF Trap) is terminated, or sanofi-aventis materially breaches its obligations thereunder, our business operations and financial condition, and our ability to develop, manufacture, and commercialize aflibercept in the time expected, or at all, would be materially harmed.

We rely heavily on sanofi-aventis to lead much of the development of aflibercept. Sanofi-aventis funds all of the development expenses incurred by both companies in connection with the aflibercept program. If the aflibercept program continues, we will rely on sanofi-aventis to assist with funding the aflibercept program, provide commercial manufacturing capacity, enroll and monitor clinical trials, obtain regulatory approval, particularly outside the United States, and lead the commercialization of aflibercept. While we cannot assure you that aflibercept will ever be successfully developed and commercialized, if sanofi-aventis does not perform its obligations in a timely manner, or at all, our ability to develop, manufacture, and commercialize aflibercept in cancer indications will be significantly adversely affected. Sanofi-aventis has the right to terminate its collaboration agreement with us at any time upon twelve months advance notice. If sanofi-aventis were to terminate its collaboration agreement with us, we would not have the resources or skills to replace those of our partner, which could require us to seek additional funding that might not be available on favorable terms or at all, and could cause significant delays in the development and/or manufacture of aflibercept and result in substantial additional costs to us. We have limited commercial capabilities and would have to develop or outsource these capabilities. Termination of the sanofi-aventis collaboration agreement for aflibercept would create substantial new and additional risks to the successful development and commercialization of aflibercept.

If our collaboration with Bayer HealthCare for VEGF Trap-Eye is terminated, or Bayer HealthCare materially breaches its obligations thereunder, our business, operations and financial condition, and our ability to develop and commercialize VEGF Trap-Eye in the time expected, or at all, would be materially harmed.

We rely heavily on Bayer HealthCare to assist with the development of VEGF Trap-Eye. Under our agreement with them, Bayer HealthCare is required to fund approximately half of the development expenses incurred by both companies in connection with the global VEGF Trap-Eye development program. If the VEGF Trap-Eye program continues, we will rely on Bayer HealthCare to assist with funding the VEGF Trap-Eye development program, lead the development of VEGF Trap-Eye outside the United States, obtain regulatory approval outside the United States, and provide all sales, marketing, and commercial support for the product outside the United States. In particular, Bayer HealthCare has responsibility for selling VEGF Trap-Eye outside the United States using its sales force. While we cannot assure you that VEGF Trap-Eye will ever be successfully developed and commercialized, if Bayer HealthCare does not perform its obligations in a timely manner, or at all, our ability to develop, manufacture, and commercialize VEGF Trap-Eye outside the United States will be significantly adversely affected. Bayer HealthCare has the right to terminate its collaboration agreement with us at any time upon six or twelve months advance notice, depending on the circumstances giving rise to termination. If Bayer HealthCare were to terminate its collaboration agreement with us, we would not have the resources or skills to replace those of our partner, which could require us to seek additional funding that might not be available on favorable terms or at all, and could cause significant delays in the development and/or commercialization of VEGF Trap-Eye outside the United States and result in substantial additional costs to us. We have limited commercial capabilities and would have to develop or outsource these capabilities outside the United States. Termination of the Bayer HealthCare collaboration agreement would create substantial new and additional risks to the successful development and commercialization of VEGF Trap-Eye.

Our collaborators and service providers may fail to perform adequately in their efforts to support the development, manufacture, and commercialization of ARCALYST® (rilonacept) and our drug candidates.

We depend upon third-party collaborators, including sanofi-aventis, Bayer HealthCare, and service providers such as clinical research organizations, outside testing laboratories, clinical investigator sites, and third-party manufacturers and product packagers and labelers, to assist us in the manufacture and preclinical and clinical development of our product candidates. If any of our existing collaborators or service providers breaches or terminates its agreement with us or does not perform its development or manufacturing services under an agreement in a timely manner or in compliance with applicable Good Manufacturing Practices (GMPs) or good clinical practices, we could experience additional costs, delays, and difficulties in the manufacture or development or in obtaining approval by regulatory authorities for our product candidates.

We rely on third party service providers to support the distribution of ARCALYST and many other related activities in connection with the commercialization of ARCALYST for the treatment of CAPS. We cannot be certain that these third parties will perform adequately. If these service providers do not perform their services adequately, our efforts to market and sell ARCALYST for the treatment of CAPS will not be successful.

Risks Related to the Manufacture of Our Product Candidates

We have limited manufacturing capacity, which could inhibit our ability to successfully develop or commercialize our drugs.

Our manufacturing facility is likely to be inadequate to produce sufficient quantities of product for commercial sale. We intend to rely on our corporate collaborators, as well as contract manufacturers, to produce the large quantities of drug material needed for commercialization of our products. We rely entirely on third-party manufacturers for filling and finishing services. We will have to depend on these manufacturers to deliver material on a timely basis and to comply with regulatory requirements. If we are unable to supply sufficient material on acceptable terms, or if we should encounter delays or difficulties in our relationships with our corporate collaborators or contract manufacturers, our business, financial condition, and results of operations may be materially harmed.

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We must expand our own manufacturing capacity to support the planned growth of our clinical pipeline. Moreover, we may expand our manufacturing capacity to support commercial production of active pharmaceutical ingredients, or API, for our product candidates. This will require substantial additional expenditures, and we will need to hire and train significant numbers of employees and managerial personnel to staff our facility. Start-up costs can be large and scale-up entails significant risks related to process development and manufacturing yields. We may be unable to develop manufacturing facilities that are sufficient to produce drug material for clinical trials or commercial use. This may delay our clinical development plans and interfere with our efforts to commercialize our products. In addition, we may be unable to secure adequate filling and finishing services to support our products. As a result, our business, financial condition, and results of operations may be materially harmed.

We may be unable to obtain key raw materials and supplies for the manufacture of ARCALYST[®] (riloncept) and our product candidates. In addition, we may face difficulties in developing or acquiring production technology and managerial personnel to manufacture sufficient quantities of our product candidates at reasonable costs and in compliance with applicable quality assurance and environmental regulations and governmental permitting requirements.

If any of our clinical programs are discontinued, we may face costs related to the unused capacity at our manufacturing facilities.

We have large-scale manufacturing operations in Rensselaer, New York. We use our facilities to produce bulk product for clinical and preclinical candidates for ourselves and our collaborations. If our clinical candidates are discontinued, we will have to absorb one hundred percent of related overhead costs and inefficiencies.

Third-party supply failures, business interruptions, or natural disasters affecting our manufacturing facilities in Rensselaer, New York could adversely affect our ability to supply our products.

We manufacture all of our bulk drug materials for ARCALYST and our product candidates at our manufacturing facilities in Rensselaer, New York. We would be unable to supply our product requirements if we were to cease production due to regulatory requirements or action, business interruptions, labor shortages or disputes, contaminations, fire, natural disasters, or other problems at the facilities.

Certain raw materials necessary for manufacturing and formulation of ARCALYST and our product candidates are provided by single-source unaffiliated third-party suppliers. In addition, we rely on certain third parties to perform filling, finishing, distribution, and other services related to the manufacture of our products. We would be unable to obtain these raw materials or services for an indeterminate period of time if any of these third-parties were to cease or interrupt production or otherwise fail to supply these materials, products, or services to us for any reason, including due to regulatory requirements or action, adverse financial developments at or affecting the supplier, failure by the supplier to comply with GMPs, business interruptions, or labor shortages or disputes. This, in turn, could materially and adversely affect our ability to manufacture or supply ARCALYST or our product candidates for use in clinical trials, which could materially and adversely affect our business and future prospects.

Also, certain of the raw materials required in the manufacturing and the formulation of our clinical candidates may be derived from biological sources, including mammalian tissues, bovine serum, and human serum albumin. There are certain European regulatory restrictions on using these biological source materials. If we are required to substitute for these sources to comply with European regulatory requirements, our clinical development activities may be delayed or interrupted.

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Risks Related to Commercialization of Products

If we are unable to establish sales, marketing, and distribution capabilities, or enter into agreements with third parties to do so, we will be unable to successfully market and sell future products.

We are marketing and selling ARCALYST for the treatment of CAPS ourselves in the United States, primarily through third party service providers. We have no sales or distribution personnel in the United States and have only a small staff with commercial capabilities. We have no sales, marketing, commercial, or distribution capabilities outside the United States. If we are unable to obtain those capabilities, either by developing our own organizations or entering into agreements with service providers, even if our current or future product candidates receive marketing approval, we will not be able to successfully sell those products. In that event, we will not be able to generate significant revenue, even if our product candidates are approved. We cannot guarantee that we will be able

to hire the qualified sales and marketing personnel we need or that we will be able to enter into marketing or distribution agreements with third-party providers on acceptable terms, if at all. Under the terms of our collaboration agreement with sanofi-aventis, we currently rely on sanofi-aventis for sales, marketing, and distribution of aflibercept in cancer indications, should it be approved in the future by regulatory authorities for marketing. We will have to rely on a third party or devote significant resources to develop our own sales, marketing, and distribution capabilities for our other product candidates, including VEGF Trap-Eye in the United States, and we may be unsuccessful in developing our own sales, marketing, and distribution organization.

There may be too few patients with CAPS to profitably commercialize ARCALYST® (rilonacept) in this indication.

Our only approved product is ARCALYST for the treatment of CAPS, a group of rare, inherited auto-inflammatory diseases. These rare diseases affect a very small group of people. The incidence of CAPS has been reported to be approximately 1 in 1,000,000 people in the United States. Although the incidence rate of CAPS in Europe has not been reported, it is known to be a rare set of diseases. In June 2009, Novartis received marketing approval from the FDA for its IL-1 antibody product for the treatment of CAPS, and it has filed an application with EMEA seeking approval of its IL-1 antibody product for the treatment of CAPS in Europe. Given the very rare nature of the disease and the competition from Novartis' IL-1 antibody product, we may be unable to profitably commercialize ARCALYST in this indication.

Even if our product candidates are approved for marketing, their commercial success is highly uncertain because our competitors have received approval for products with a similar mechanism of action, and competitors may get to the marketplace with better or lower cost drugs.

There is substantial competition in the biotechnology and pharmaceutical industries from pharmaceutical, biotechnology, and chemical companies. Many of our competitors have substantially greater research, preclinical and clinical product development and manufacturing capabilities, and financial, marketing, and human resources than we do. Our smaller competitors may also enhance their competitive position if they acquire or discover patentable inventions, form collaborative arrangements, or merge with large pharmaceutical companies. Even if we achieve product commercialization, our competitors have achieved, and may continue to achieve, product commercialization before our products are approved for marketing and sale.

Genentech has an approved VEGF antagonist, Avastin® (bevacizumab), on the market for treating certain cancers and many different pharmaceutical and biotechnology companies are working to develop competing VEGF antagonists, including Novartis, Amgen, Imclone/Eli Lilly, Pfizer, AstraZeneca, and GlaxoSmithKline plc. Many of these molecules are farther along in development than aflibercept and may offer competitive advantages over our molecule. Each of Pfizer and Onyx Pharmaceuticals, (together with its partner Bayer HealthCare) has received approval from the FDA to market and sell an oral medication that targets tumor cell growth and new vasculature formation that fuels the growth of tumors. The marketing approvals for Genentech's VEGF antagonist, Avastin, and their extensive, ongoing clinical development plan for Avastin in other cancer indications, make it more difficult for us to enroll patients in clinical trials to support aflibercept and to obtain regulatory approval of aflibercept in these cancer settings. This may delay or impair our ability to successfully develop and commercialize aflibercept. In addition, even if aflibercept is ever approved for sale for the treatment of certain cancers, it will be difficult for our drug to compete against Avastin and the FDA approved kinase inhibitors, because doctors and patients will have significant experience using these medicines. In addition, an oral medication may be considerably less expensive for patients than a biologic medication, providing a competitive advantage to companies that market such products.

The market for eye disease products is also very competitive. Novartis and Genentech are collaborating on the commercialization and further development of a VEGF antibody fragment, Lucentis® (ranibizumab injection), marketed by Genentech, Inc., for the treatment of age-related macular degeneration (wet AMD) and other eye indications. Lucentis was approved by the FDA in June 2006 for the treatment of wet AMD. Many other companies are working on the development of product candidates for the potential treatment of wet AMD and DME that act by blocking VEGF, VEGF receptors, and through the use of small interfering ribonucleic acids (siRNAs) that modulate gene expression. In addition, ophthalmologists are using off-label a third-party repackaged version of Genentech's approved VEGF antagonist, Avastin® (bevacizumab), with success for the treatment of wet AMD. The National Eye Institute is conducting a Phase 3 trial comparing Lucentis to Avastin in the treatment of wet AMD. The marketing approval of Lucentis and the potential off-label use of Avastin make it more difficult for us to enroll patients in our clinical trials and successfully develop VEGF Trap-Eye. Even if VEGF Trap-Eye is ever approved for sale for the treatment of eye diseases, it may be difficult for our drug to compete against Lucentis, because doctors and patients will have significant experience using this medicine. Moreover, the relatively low cost of therapy with Avastin in patients with wet AMD presents a further competitive challenge in this indication. While we believe that aflibercept would not be well tolerated if administered directly to the eye, if aflibercept is ever approved for the treatment of certain cancers, there is a risk that third parties will attempt to repackage aflibercept for use and sale for the treatment of wet AMD and other diseases of the eye, which would present a potential low-cost competitive threat to the VEGF Trap-Eye if it is ever approved for sale.

The availability of highly effective FDA approved TNF-antagonists such as Enbrel® (etanercept), marketed by Amgen Inc. and Wyeth Pharmaceuticals, Inc., Remicade® (infliximab), marketed by Centocor Ortho Biotech, Inc., Humira® (adalimumab), marketed by Abbott Laboratories, and Simponi™ (golimumab), marketed by Centocor Ortho Biotech, Inc., and the IL-1 receptor antagonist Kineret® (anakinra) marketed by Biogen, and other marketed therapies makes it more difficult to successfully develop and commercialize ARCALYST® (rilonacept). This is one of the reasons we discontinued the development of ARCALYST in adult rheumatoid arthritis. In addition, even if ARCALYST is ever approved for sale in indications where TNF-antagonists are approved, it will be difficult for our drug to compete against these FDA approved TNF-antagonists because doctors and patients will have significant experience using these effective medicines. Moreover, in such indications these approved therapeutics may offer competitive advantages over ARCALYST, such as requiring fewer injections.

There are both small molecules and antibodies in development by other companies that are designed to block the synthesis of interleukin-1 or inhibit the signaling of interleukin-1. For example, Eli Lilly, Xoma, and Novartis are each developing antibodies to interleukin-1 and Amgen is developing an antibody to the interleukin-1 receptor. In June 2009, Novartis received marketing approval from the FDA for its IL-1 antibody for the treatment of CAPS. Novartis has filed an application with EMEA seeking approval of its IL-1 antibody product for the treatment of CAPS in Europe. Novartis is also developing its IL-1 antibody in gout and other inflammatory diseases. Novartis has stated that its IL-1 antibody demonstrated long-lasting clinical remission in patients with CAPS and that its clinical candidate could develop into a major therapeutic advance in the treatment of CAPS. Novartis' IL-1 antibody and these other drug candidates could offer competitive advantages over ARCALYST. The successful development of these competing molecules could impair our ability to successfully commercialize ARCALYST.

We have plans to develop ARCALYST for the treatment of certain gout indications. As noted above, Novartis is testing its IL-1 antibody in gout. This product candidate is dosed less frequently for the treatment of CAPS and may be perceived as offering competitive advantages over ARCALYST in gout by some physicians, which would make it difficult for us to successfully commercialize ARCALYST in that disease.

Currently, inexpensive, oral therapies such as analgesics and other non-steroidal anti-inflammatory drugs are used as the standard of care to treat the symptoms of these gout diseases. These established, inexpensive, orally delivered drugs may make it difficult for us to successfully commercialize ARCALYST in these diseases.

The successful commercialization of ARCALYST® (riloncept) and our product candidates will depend on obtaining coverage and reimbursement for use of these products from third-party payers and these payers may not agree to cover or reimburse for use of our products.

Our product candidates, if commercialized, may be significantly more expensive than traditional drug treatments. For example, we have announced plans to initiate a Phase 3 program studying the use of ARCALYST for the treatment of certain gout indications. Patients suffering from these gout indications are currently treated with inexpensive therapies, including non-steroidal anti-inflammatory drugs. These existing treatment options are likely to be considerably less expensive and may be preferable to a biologic medication for some patients. Our future revenues and profitability will be adversely affected if United States and foreign governmental, private third-party insurers and payers, and other third-party payers, including Medicare and Medicaid, do not agree to defray or reimburse the cost of our products to the patients. If these entities refuse to provide coverage and reimbursement with respect to our products or provide an insufficient level of coverage and reimbursement, our products may be too costly for many patients to afford them, and physicians may not prescribe them. Many third-party payers cover only selected drugs, making drugs that are not preferred by such payer more expensive for patients, and require prior authorization or failure on another type of treatment before covering a particular drug. Payers may especially impose these obstacles to coverage on higher-priced drugs, as our product candidates are likely to be.

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We market and sell ARCALYST® (riloncept) in the United States for the treatment of a group of rare genetic disorders called CAPS. There may be too few patients with CAPS to profitably commercialize ARCALYST. Physicians may not prescribe ARCALYST, and CAPS patients may not be able to afford ARCALYST, if third party payers do not agree to reimburse the cost of ARCALYST therapy and this would adversely affect our ability to commercialize ARCALYST profitably.

In addition to potential restrictions on coverage, the amount of reimbursement for our products may also reduce our profitability. In the United States, there have been, and we expect will continue to be, actions and proposals to control and reduce healthcare costs. Government and other third-party payers are challenging the prices charged for healthcare products and increasingly limiting, and attempting to limit, both coverage and level of reimbursement for prescription drugs.

Since ARCALYST and our product candidates in clinical development will likely be too expensive for most patients to afford without health insurance coverage, if our products are unable to obtain adequate coverage and reimbursement by third-party payers our ability to successfully commercialize our product candidates may be adversely impacted. Any limitation on the use of our products or any decrease in the price of our products will have a material adverse effect on our ability to achieve profitability.

In certain foreign countries, pricing, coverage, and level of reimbursement of prescription drugs are subject to governmental control, and we may be unable to negotiate coverage, pricing, and reimbursement on terms that are favorable to us. In some foreign countries, the proposed pricing for a drug must be approved before it may be lawfully marketed. The requirements governing drug pricing vary widely from country to country. For example, the European Union provides options for its member states to restrict the range of medicinal products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. A member state may approve a specific price for the medicinal product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the medicinal product on the market. Our results of operations may suffer if we are unable to market our products in foreign countries or if coverage and reimbursement for our products in foreign countries is limited.

Risk Related to Employees

We are dependent on our key personnel and if we cannot recruit and retain leaders in our research, development, manufacturing, and commercial organizations, our business will be harmed.

We are highly dependent on certain of our executive officers. If we are not able to retain any of these persons or our Chairman, our business may suffer. In particular, we depend on the services of P. Roy Vagelos, M.D., the Chairman of our board of directors, Leonard Schleifer, M.D., Ph.D., our President and Chief Executive Officer, George D. Yancopoulos, M.D., Ph.D., our Executive Vice President, Chief Scientific Officer and President, Regeneron Research Laboratories, and Neil Stahl, Ph.D., our Senior Vice President, Research and Development Sciences. There is intense competition in the biotechnology industry for qualified scientists and managerial personnel in the development, manufacture, and commercialization of drugs. We may not be able to continue to attract and retain the qualified personnel necessary for developing our business.

Our move to new facilities in mid-2009 could lead to disruptions in our business operations.

We plan to move most of our laboratories and headquarters to new facilities in mid-2009. There is a risk that this physical move could lead to damage to equipment or other business assets or the loss of important data, or that we could encounter problems with our new facilities, which could disrupt or delay our business operations.

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Risks Related to Our Common Stock

Our stock price is extremely volatile.

There has been significant volatility in our stock price and generally in the market prices of biotechnology companies' securities. Various factors and events may have a significant impact on the market price of our Common Stock. These factors include, by way of example:

- progress, delays, or adverse results in clinical trials;
- announcement of technological innovations or product candidates by us or competitors;
- fluctuations in our operating results;

- third party claims that our products or technologies infringe their patents;
- public concern as to the safety or effectiveness of ARCALYST® (rilonacept) or any of our product candidates;
- developments in our relationship with collaborative partners;
- developments in the biotechnology industry or in government regulation of healthcare;
- large sales of our common stock by our executive officers, directors, or significant shareholders;
- arrivals and departures of key personnel; and
- general market conditions.

The trading price of our Common Stock has been, and could continue to be, subject to wide fluctuations in response to these and other factors, including the sale or attempted sale of a large amount of our Common Stock in the market. Broad market fluctuations may also adversely affect the market price of our Common Stock.

Future sales of our Common Stock by our significant shareholders or us may depress our stock price and impair our ability to raise funds in new share offerings.

A small number of our shareholders beneficially own a substantial amount of our Common Stock. As of April 14, 2009, our five largest shareholders plus Leonard S. Schleifer, M.D. Ph.D., our Chief Executive Officer, beneficially owned 52.5% of our outstanding shares of Common Stock, assuming, in the case of our Chief Executive Officer, the conversion of his Class A Stock into Common Stock and the exercise of all options held by him which are exercisable within 60 days of April 14, 2009. As of April 14, 2009, sanofi-aventis beneficially owned 14,799,552 shares of Common Stock, representing approximately 19.0% of the shares of Common Stock then outstanding. Under our investor agreement with sanofi-aventis, sanofi-aventis may not sell these shares until December 20, 2012 except under limited circumstances and subject to earlier termination of these restrictions upon the occurrence of certain events. Notwithstanding these restrictions, if sanofi-aventis, or our other significant shareholders or we, sell substantial amounts of our Common Stock in the public market, or the perception that such sales may occur exists, the market price of our Common Stock could fall. Sales of Common Stock by our significant shareholders, including sanofi-aventis, also might make it more difficult for us to raise funds by selling equity or equity-related securities in the future at a time and price that we deem appropriate.

Our existing shareholders may be able to exert significant influence over matters requiring shareholder approval.

Holders of Class A Stock, who are generally the shareholders who purchased their stock from us before our initial public offering, are entitled to ten votes per share, while holders of Common Stock are entitled to one vote per share. As of April 14, 2009, holders of Class A Stock held 22.4% of the combined voting power of all shares of Common Stock and Class A Stock then outstanding, plus any voting power associated with any shares of Common Stock beneficially owned by such Class A Stock holders. These shareholders, if acting together, would be in a position to significantly influence the election of our directors and to effect or prevent certain corporate transactions that require majority or supermajority approval of the combined classes, including mergers and other business combinations. This may result in us taking corporate actions that you may not consider to be in your best interest and may affect the price of our Common Stock. As of April 14, 2009:

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- our current executive officers and directors beneficially owned 13.3% of our outstanding shares of Common Stock, assuming conversion of their Class A Stock into Common Stock and the exercise of all options held by such persons which are exercisable within 60 days of April 14, 2009, and 28.2% of the combined voting power of our outstanding shares of Common Stock and Class A Stock, assuming the exercise of all options held by such persons which are exercisable within 60 days of April 14, 2009; and
- our five largest shareholders plus Leonard S. Schleifer, M.D., Ph.D., our Chief Executive Officer, beneficially owned 52.5% of our outstanding shares of Common Stock, assuming, in the case of our Chief Executive Officer, the conversion of his Class A Stock into Common Stock and the exercise of all options held by him which are exercisable within 60 days of April 14, 2009. In addition, these six shareholders held 57.2% of the combined voting power of our outstanding shares of Common Stock and Class A Stock, assuming the exercise of all options held by our Chief Executive Officer which are exercisable within 60 days of April 14, 2009.

Pursuant to an investor agreement, sanofi-aventis has agreed to vote its shares, at sanofi-aventis' election, either as recommended by our board of directors or proportionally with the votes cast by our other shareholders, except with respect to certain change of control transactions, liquidation or dissolution, stock issuances equal to or exceeding 10% of the then outstanding shares or voting rights of Common Stock and Class A Stock, and new equity compensation plans or amendments if not materially consistent with our historical equity compensation practices.

The anti-takeover effects of provisions of our charter, by-laws, and of New York corporate law and the contractual "standstill" provisions in our investor agreement with sanofi-aventis, could deter, delay, or prevent an acquisition or other "change in control" of us and could adversely affect the price of our Common Stock.

Our amended and restated certificate of incorporation, our by-laws, and the New York Business Corporation Law contain various provisions that could have the effect of delaying or preventing a change in control of our company or our management that shareholders may consider favorable or beneficial. Some of these provisions could discourage proxy contests and make it more difficult for you and other shareholders to elect directors and take other corporate actions. These provisions could also limit the price that investors might be willing to pay in the future for shares of our Common Stock. These provisions include:

- authorization to issue "blank check" preferred stock, which is preferred stock that can be created and issued by the board of directors without prior shareholder approval, with rights senior to those of our common shareholders;
- a staggered board of directors, so that it would take three successive annual meetings to replace all of our directors;
- a requirement that removal of directors may only be effected for cause and only upon the affirmative vote of at least eighty percent (80%) of the outstanding shares entitled to vote for directors, as well as a requirement that any vacancy on the board of directors may be filled only by the remaining directors;
- any action required or permitted to be taken at any meeting of shareholders may be taken without a meeting, only if, prior to such action, all of our shareholders consent, the effect of which is to require that shareholder action may only be taken at a duly convened meeting;
- any shareholder seeking to bring business before an annual meeting of shareholders must provide timely notice of this intention in writing and meet various other requirements; and
- under the New York Business Corporation Law, in addition to certain restrictions which may apply to "business combinations" involving the Company and an "interested shareholder", a plan of merger or consolidation of the Company must be approved by two-thirds of the votes of all outstanding shares

entitled to vote thereon. See the risk factor immediately above captioned “Our existing shareholders may be able to exert significant influence over matters requiring shareholder approval.”

Until the later of the fifth anniversaries of the expiration or earlier termination of our antibody collaboration agreements with sanofi-aventis or our aflibercept collaboration with sanofi-aventis, sanofi-aventis will be bound by certain “standstill” provisions, which contractually prohibit sanofi-aventis from acquiring more than certain specified percentages of our Class A Stock and Common Stock (taken together) or otherwise seeking to obtain control of the Company.

In addition, we have a Change in Control Severance Plan and our Chief Executive Officer has an employment agreement that provides severance benefits in the event our officers are terminated as a result of a change in control of the Company. Many of our stock options issued under our Amended and Restated 2000 Long-Term Incentive Plan may become fully vested in connection with a “change in control” of our company, as defined in the plan.

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

On June 12, 2009, we conducted our Annual Meeting of Shareholders pursuant to due notice. A quorum being present either in person or by proxy, the shareholders voted on the following matters:

1. To elect four directors to hold office for a three-year term as Class III directors, and until their successors are duly elected and qualified.
2. To ratify the appointment of PricewaterhouseCoopers LLP as the Company’s independent registered public accounting firm for our fiscal year ending December 31, 2009.

No other matters were voted on. The number of votes cast was:

	For	Withheld
1. Election of Class III Directors		
Charles A. Baker	85,414,146	5,883,862
Michael S. Brown, M.D.	89,776,770	1,521,238
Arthur F. Ryan	85,834,531	5,463,477
George L. Sing	85,365,920	5,932,088

The terms of office of Leonard S. Schleifer, M.D., Ph.D., Eric M. Shooter, Ph.D, George D. Yancopoulos, M.D., Ph.D., Alfred G. Gilman, M.D., Ph.D., Joseph L. Goldstein, M.D., and P. Roy Vagelos, M.D. continued after the meeting.

	For	Against	Abstain
2. Ratification of the Appointment of Independent Registered Public Accounting Firm	90,589,991	293,489	414,528

There were no broker non-votes with respect to either matter voted on at the 2009 Annual Meeting of Shareholders.

ITEM 6. EXHIBITS

(a) Exhibits

Exhibit Number	Description
10.1*	- IL-1 Antibody Termination Agreement By and Between Novartis Pharma AG, Novartis Pharmaceuticals Corporation and Regeneron Pharmaceuticals, Inc., dated as of June 8, 2009.
10.2*	- Trap-2 Termination Agreement By and Between Novartis Pharma AG, Novartis Pharmaceuticals Corporation and Regeneron Pharmaceuticals, Inc., dated as of June 8, 2009.
10.3(a)	- Third Amendment to Lease by and between BMR-Landmark at Eastview LLC and Regeneron Pharmaceuticals, Inc. entered into as of April 29, 2009.
31.1	- Certification of CEO pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
31.2	- Certification of CFO pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
32	- Certification of CEO and CFO pursuant to 18 U.S.C. Section 1350.

* Portions of this document have been omitted and filed separately with the Commission pursuant to a request for confidential treatment pursuant to Rule 24b-2.

(a) Incorporated by reference from the Form 10-Q for Regeneron Pharmaceuticals, Inc. for the quarter ended March 31, 2009, filed April 30, 2009.

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 thereunto duly authorized.

Regeneron Pharmaceuticals, Inc.

Date: August 4, 2009

By: /s/ MURRAY A. GOLDBERG

Murray A. Goldberg
Senior Vice President, Finance & Administration,
Chief Financial Officer, Treasurer, and
Assistant Secretary
(Principal Financial Officer and
Duly Authorized Officer)

IL-1 ANTIBODY TERMINATION AGREEMENT

By and Between

NOVARTIS PHARMA AG

NOVARTIS PHARMACEUTICALS CORPORATION

AND

REGENERON PHARMACEUTICALS, INC.

Dated as of June 8, 2009

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EXHIBIT A – SAMPLE INVOICE

EXHIBIT B – NOTICES

IL-1 ANTIBODY TERMINATION AGREEMENT

THIS IL-1 ANTIBODY TERMINATION AGREEMENT (“**Agreement**”), made as of June 8, 2009 (the “**Effective Date**”), is by and between NOVARTIS PHARMA AG, a corporation organized under the laws of Switzerland and having a principal place of business at Lichtstrasse 35, 4056 Basel, Switzerland (“**Novartis**”), NOVARTIS PHARMACEUTICALS CORPORATION of One Health Plaza, East Hanover, New Jersey (“**NPC**”) and REGENERON PHARMACEUTICALS, INC., a corporation organized under the laws of New York and having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591 (“**Regeneron**”) (with each of Novartis and Regeneron referred to herein individually as a “**Party**” and collectively as the “**Parties**”, and with NPC being a “**Party**” to this Agreement for purposes of Section 2 only).

WHEREAS, on March 28, 2003 the Parties and NPC (for limited provisions only) entered in to the Collaboration, License and Option Agreement (“**CLO Agreement**”) whereby (i) Novartis and Regeneron agreed to collaborate with respect to the development, manufacture and commercialization of the Trap-1 Product (as defined in the CLO Agreement); (ii) Novartis granted Regeneron the right to elect to share in the development and commercialization of the IL-1 Antibody Product (as defined in the CLO Agreement); and (iii) Regeneron granted Novartis the right to elect to share in the development and commercialization of the Trap-2 Product (as defined in the CLO Agreement);

WHEREAS, by letter dated February 27, 2004, Novartis terminated the CLO Agreement with respect to the Trap-1 Product under Section 19.4(a) of the CLO Agreement (“**Termination Letter**”);

WHEREAS, [*****];

WHEREAS, [*****];

WHEREAS, [*****];

WHEREAS, the Parties wish to enter into this Agreement for the purpose of terminating the CLO Agreement, defining certain rights and obligations of the Parties with respect to the IL-1 Antibody Product and other Covered Products (as defined herein), and resolving the IL-1 Antibody Opt-In Disputes all on the terms and conditions set forth in this Agreement;

WHEREAS, concurrent with their execution of this Agreement, the Parties will also enter into an agreement relating to certain rights and obligations of the Parties with respect to Regeneron’s development and commercialization of the Trap-2 Product and other products targeting interleukin-1 (the “**Trap-2 Termination Agreement**”); and

WHEREAS, the Parties intend this Agreement, together with the Trap-2 Termination Agreement, to supersede and replace the CLO Agreement in its entirety.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for other good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

DEFINITIONS

The following capitalized terms, whether used in the singular or plural, shall have the meanings set forth below:

“**Affiliate**” shall mean, with respect to any Person, any other Person which controls, is controlled by or is under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, in no event shall Novartis or any of its Affiliates be deemed Affiliates of Regeneron or any of its Affiliates nor shall Regeneron or any of its Affiliates be deemed Affiliates of Novartis or any of its Affiliates.

“**Approval**” shall mean, with respect to each Covered Product, any approval (excluding Pricing Approvals), registration, license or authorization from any Regulatory Authority required for the manufacture, development, commercialization, sale, storage or transport of such product in any country, and shall include, without limitation, an approval, registration, license or authorization granted in connection with any Registration Filing.

“**Bioequivalent Product**” shall mean, with respect to any Covered Product, a product which has the same (or substantially similar) amino acid sequence as such Covered Product and is authorized on the basis of a reference to a Covered Product under either (1) Article 10.1 or (2) Article 10.4 and Part II.4 of Annex I of Parliament and Council Directive 2001/83/EC as amended by Directive 2004/27/EC, in each case as amended from time to time, or successor legislation in each case, and equivalent provisions of applicable law in other jurisdictions for biosimilar, follow-on, or generic biologic products.

“**Calendar Quarter**” shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

“**Calendar Year**” shall mean a period of twelve (12) consecutive calendar months ending on December 31.

“CLO Agreement” has the meaning set forth in the recitals.

“Covered Product” shall mean

[*****].

“Derivative” means: (a) any functional antibody which primarily and specifically binds to interleukin-1 beta and has [*****] or (b) any functional fragment of an antibody which specifically binds to interleukin-1 beta and has [*****].

“EMA” shall mean the European Medicines Agency or any successor agency thereto.

“Executive Officers” shall mean the Chief Executive Officer of Regeneron and the Chief Executive Officer of Novartis, or their respective designees.

“FDA” shall mean the United States Food and Drug Administration and any successor agency thereto.

“First Commercial Sale” shall mean, with respect to a Covered Product in a country, the first sale of such product by Novartis or one of its Affiliates or a Product Licensee/Assignee to a Third Party (other than a Product Licensee/Assignee) following Approval of such product in accordance with the applicable Laws of such country on arm’s length commercial terms. Sales for clinical trial purposes shall not constitute a First Commercial Sale.

“Governmental Authority” shall mean any court, agency, authority, department, regulatory body or other instrumentality of any government or country or of any national, federal, state, provincial, regional, county, city or other political subdivision of any such government or any supranational organization of which any such country is a member.

“IL-1 Antibody” shall mean the Novartis antibody known as ACZ885 as at the Effective Date.

“IL-1 Antibody Product” shall mean one or more pharmaceutical products for human and/or animal use which include the IL-1 Antibody (whether as a protein, a nucleic acid encoding a protein, or a cell line expressing a protein) or any Derivative thereof, including fusions comprising any such antibody or Derivative and any composition, formulation or device that incorporates or includes any such antibody or Derivative as an active ingredient, alone or in combination with one or more other active ingredients, for all indications.

“Law” or “Laws” shall mean all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority in the applicable country.

“Major Market Country” shall mean [*****].

“Net Sales” shall mean, with respect to each Covered Product, the gross invoiced sales price of such Covered Product billed by or on behalf of Novartis or its Affiliates or any Product Licensee/Assignee for that product to Third Parties (other than Product Licensees/Assignees) in bona fide, arms-length transactions, less the following deductions (to the extent included in the gross invoiced sales price), determined in accordance with Novartis’ (or its Affiliate’s or Product Licensee’s/Assignee’s, as the case may be) standard accounting methods, which are in accordance with generally accepted accounting principles as applicable in the United States (that is, US GAAP) or International Financial Reporting Standards (IFRS), as applicable, as consistently applied at Novartis, its Affiliates or Product Licensees/Assignees, as the case may be:

- (a) normal and customary trade and quantity discounts actually allowed and properly taken directly with respect to sales of such Covered Product;
- (b) free goods;
- (c) amounts repaid or credited by reason of defects, rejections, recalls, returns, rebates and allowances;
- (d) chargebacks and other amounts paid on sale or dispensing of such Covered Product;
- (e) Third Party cash rebates and chargebacks related to sales of the finished Covered Product, to the extent allowed;
- (f) Medicaid rebates;
- (g) retroactive price reductions that are actually allowed or granted;
- (h) tariffs, duties, excise, sales, value-added or other taxes (other than taxes based on income);
- (i) cash discounts for timely payment;
- (j) delayed ship order credits;
- (k) discounts pursuant to indigent patient programs and patient discount programs, including, without limitation, “Together Rx,” “Novartis Care Program,” and coupon discounts;
- (l) insurance expenses included as a separately billed item in the invoice amount;

(m) [*****]; and

(n) any other specifically identifiable costs or charges included in the gross invoiced sales price of such Covered Product falling within categories substantially equivalent to those listed above.

Sales from Novartis to its Affiliates or Product Licensees/Assignees shall be disregarded for purposes of calculating Net Sales. Any of the items set forth above that would otherwise be deducted from the invoice price in the calculation of Net Sales but which are separately charged to Third Parties shall not be deducted from the invoice price in the calculation of Net Sales.

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Further:

(i) In the case of any sale or other disposal of Covered Product between or among Novartis and its Affiliates and Product Licensees/Assignees, for resale, Net Sales shall be calculated as above only on the value charged or invoiced on the first arm's-length sale thereafter to a Third Party;

(ii) In the case of any sale which is not invoiced or is delivered before invoice, Net Sales shall be calculated at the time all revenue recognition criteria under GAAP or IFRS, as the case may be, are met;

(iii) In the case of any sale or other disposal for value, such as barter or counter-trade, of any product, or part thereof, other than in an arm's length transaction exclusively for money, Net Sales shall be calculated as above on the value of the non-cash consideration received or the fair market price (if higher) of the product in the country of sale or disposal;

(iv) In the event the Covered Product is sold in a finished dosage form in combination with one or more other active ingredients (a "Combination Product"), the Net Sales of the product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales (as defined above in this Section) of the Combination Product by the fraction, $A/(A+B)$ where A is the weighted (by sales volume) average sale price in a particular country of the Covered Product when sold separately in finished form and B is the weighted average sale price in that country of the other product(s) sold separately in finished form. In the event that such average sale price cannot be determined for both the Covered Product and the other product(s) in combination, Net Sales for purposes of determining royalty payments shall be agreed by the Parties based on the relative value contributed by each component, such agreement shall not be unreasonably withheld; and

(v) In the case of deductions for bad debt, any amounts subsequently paid to Novartis, its Affiliates or Product Licensees/Assignees for sales previously treated as "bad debt" shall be captured as Net Sales in the ensuing quarterly royalty calculation pursuant to Section 5.

"**Novartis Company Information**" shall mean information or materials provided by Novartis in the Sales & Royalty Reports (and all information contained therein) and any audits thereof pursuant to Section 5.5.

"**Patent Application**" shall mean any application for a Patent.

"**Patent Rights**" shall mean unexpired Patents and Patent Applications.

"**Patents**" shall mean patents and all substitutions, divisions, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and supplemental protection certificates relating thereto, and all counterparts thereof in any country.

"**Person**" shall mean and include an individual, partnership, joint venture, limited liability company, a corporation, a firm, a trust, an unincorporated organization and a government or other department or agency thereof.

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"**Pricing Approval**" shall mean such approval, agreement, determination or governmental decision establishing prices for a Covered Product that can be charged to consumers and will be reimbursed by Governmental Authorities in countries where governmental authorities or Regulatory Authorities of such country approve or determine pricing for pharmaceutical products for reimbursement or otherwise.

"**Product Licensee/Assignee**" shall mean any Third Party that licenses, or, under Section 9.11, is assigned, rights to any particular Covered Product (or any particular indication for any particular Covered Product) in a particular country by Novartis or any of its Affiliates where the licensed or assigned rights include the right to book sales of such Covered Product in such country. For the avoidance or doubt, "Product Licensee/Assignee" shall not include any Third Party engaged by Novartis or its applicable Affiliate to provide particular services related to the development, manufacture or commercialization of a Covered Product, including, without limitation, research, development, contract manufacturing, supply, distribution, commercialization, or co-commercialization services, unless such Third Party also books sales of the applicable Covered Product in the applicable country.

"**Regeneron Patents**" shall mean those Patent Rights which are owned by or licensed (with the right of sublicense) to Regeneron or any of its Affiliates, as at the Effective Date or at any time during the Royalty Term, which include at least one claim which would be infringed by the manufacture, use, sale, offer for sale or import of the IL-1 Antibody or the IL-1 Antibody Product as it exists and is manufactured, used, sold, offered for sale, or imported from time to time. Patent Rights covering general recombinant protein expression technology, cell culture and fermentation, protein purification and formulation technologies shall be excluded from this definition.

"**Regulatory Authority**" shall mean any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the marketing, pricing and/or sale of any Covered Product in any country, including, without limitation, FDA in the United States and EMEA in Europe.

"**Royalty Term**" shall have the meaning set forth in Section 4.1(b).

“**Sales & Royalty Report**” means a written report or reports showing each of: (a) the Net Sales of each Covered Product during the reporting period by Novartis, its Affiliates, and Product Licensees/Assignees, which information shall be provided on a country-by-country basis in United States Dollars; and (b) the royalties payable, in United States Dollars, which shall have accrued hereunder with respect to such Net Sales.

[*****].

“**Seventh Anniversary Date**” shall mean the seventh anniversary of the Effective Date.

“**Termination Letter**” has the meaning set forth in the recitals.

“**Third Party**” shall mean any Person other than Novartis or Regeneron or any Affiliate of either Party.

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“**Trap-1**” shall have the meaning set forth in the CLO Agreement.

“**Trap-2**” shall have the meaning set forth in the CLO Agreement.

“**Trap-2 Termination Agreement**” has the meaning set forth in the recitals.

“**US GAAP**” shall mean generally accepted accounting principles in the United States.

SECTION 2.

WAIVER, TERMINATION AND RELEASE

2.1 Waiver. Regeneron hereby waives any and all rights it may have with respect to the IL-1 Antibody, and any IL-1 Antibody Product, pursuant to the CLO Agreement or any other agreement (other than this Agreement) between any of the Parties existing as of the Effective Date relating to the IL-1 Antibody or any IL-1 Antibody Product.

2.2 Purpose and Effect of this Agreement; Termination of the CLO Agreement.

(a) With effect from the Effective Date, this Agreement, together with the Trap-2 Termination Agreement, is intended to supersede and replace the CLO Agreement and to represent the whole of the Parties’ agreement with respect to each of the products described in the definition of IL-1 Products in the CLO Agreement. Accordingly, the Parties agree that, with effect from the Effective Date, the CLO Agreement is hereby terminated and of no further force or effect (other than with respect to definitions of terms defined in the CLO Agreement which are expressly referenced in this Agreement). Any provisions of the CLO Agreement which were intended to survive the expiration or termination of the CLO Agreement are also hereby terminated and of no further force of effect, other than Sections 16.1 and 16.2 of the CLO Agreement which shall remain in full force and effect for a period of [*****] from the date hereof.

(b) Without limiting paragraph (a) above, the Parties acknowledge and agree that:

(i) Novartis has no rights, and Regeneron has no obligations, under the CLO Agreement or any other agreement with respect to the Trap-1 or the Trap-1 Product. Without limiting the foregoing, Novartis acknowledges and agrees that with effect from February 27, 2004 and pursuant to the terms of the Termination Letter, Regeneron has been and shall continue to be free to research, develop, manufacture and commercialize the Trap-1 Product in its sole discretion, alone or with one or more Third Parties, without being subject to the provisions of the CLO Agreement;

(ii) With effect from the Effective Date, Regeneron shall have no rights, and Novartis shall have no obligations, under the CLO Agreement with respect to the IL-1 Antibody or the IL-1 Antibody Product. Without limiting the foregoing, Regeneron acknowledges and agrees that with effect from the Effective Date, Novartis shall be free to research, develop, manufacture and commercialize the IL-1 Antibody and the IL-1 Antibody Product in its sole discretion, alone or with one or more Third Parties, without being subject to the provisions of the CLO Agreement, but subject to the payment of royalties and other obligations as contemplated in this Agreement; and

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(iii) With effect from the Effective Date, Novartis shall have no rights, and Regeneron shall have no obligations, under the CLO Agreement with respect to the Trap-2 Product. Without limiting the foregoing, Novartis acknowledges and agrees that with effect from the date hereof, Regeneron shall be free to research, develop, manufacture and commercialize the Trap-2 Product in its sole discretion, alone or with one or more Third Parties, without being subject to the provisions of the CLO Agreement, but subject to Novartis’ rights and Regeneron’s obligations under the Trap-2 Termination Agreement.

(c) Notwithstanding the survival of the provisions of Sections 16.1 and 16.2 of the CLO Agreement for a period of [*****] from the date hereof, each Party hereby acknowledges and agrees that the other Party shall not be restricted from using any know-how or Company Information of such Party which was disclosed to such other Party under the CLO Agreement solely to the extent that such know-how or Company Information has been retained (without intentional memorization) in intangible form in the minds of those employees of the receiving Party who have had access to such know-how and/or Company Information; provided, however, that nothing in this paragraph shall be interpreted to grant any license to or under any patent rights.

2.3 Mutual Releases.

(a) Regeneron hereby acknowledges, for itself and for each and every one of its (i) present or former officers, partners, directors, shareholders, agents, and employees, and (ii) Affiliates, predecessors, successors, assigns, insurers, parents, wholly-owned subsidiaries, related companies, divisions, attorneys, sureties or other representatives, release, remise, and forever discharges, unconditionally and without reserve, Novartis and NPC, and their respective officers, partners, agents, employees, Affiliates, predecessors, successors, assigns, insurers, or other representatives, from all claims, disputes, actions and proceedings (and any underlying debts, liens, liabilities, costs, expenses or losses of any type arising therefrom), known or unknown, involving any claim, matter or event concerning or

relating to the CLO Agreement solely in so far as it relates to the IL-1 Antibody and/or the IL-1 Antibody Product, including, without limitation any disputes which were raised, or could have been raised, in communications between the Parties prior to the Effective Date. However, nothing in the CLO Agreement, this Section 2.3(b), or Section 9.16 is intended to limit or restrict any liability for fraud.

(b) Each of Novartis and NPC hereby acknowledges, for itself and for each and every one of its (i) present or former officers, partners, directors, shareholders, agents, and employees, and (ii) Affiliates, predecessors, successors, assigns, insurers, parents, wholly-owned subsidiaries, related companies, divisions, attorneys, sureties or other representatives, release, remise, and forever discharges, unconditionally and without reserve, Regeneron and its officers, partners, agents, employees, Affiliates, predecessors, successors, assigns, insurers, or other representatives, from all claims, disputes, actions and proceedings (and any underlying debts, liens, liabilities, costs, expenses or losses of any type arising therefrom), known or unknown, involving any claim, matter or event concerning or relating to the CLO Agreement solely in so far as it relates to the Trap-1, Trap-2, Trap-1 Product, and/or Trap-2 Product, including, without limitation any disputes which were raised, or could have been raised, in communications between the Parties prior to the Effective Date. However, nothing in the CLO Agreement, this Section 2.3(b), or Section 9.16 is intended to limit or restrict any liability for fraud.

SECTION 3.

COVENANT NOT TO SUE

3.1 Covenant Not to Sue. Regeneron unconditionally agrees, promises, and covenants that neither it nor any of its Affiliates will enforce (or attempt to enforce) any Regeneron Patent against Novartis, any Novartis Affiliate, any Product Licensee/Assignee or any of their respective agents or service providers, for having made, making, using, offering for sale, selling, or importing any Covered Product or any component thereof. This covenant does not constitute an admission: (a) by Novartis that the claims of any Regeneron Patent are valid, enforceable or infringed by Novartis, any Novartis Affiliate or any Product Licensee/Assignee, for having made, making, using, offering for sale, selling, or importing any Covered Product or any component thereof; or (b) by Regeneron that the claims of any Regeneron Patent are invalid, unenforceable or not infringed by Novartis, any Novartis Affiliate or any Product Licensee/Assignee of any Covered Product, for having made, making, using, offering for sale, selling, or importing any Covered Product or any component thereof. For purposes of this Section 3.1, the term “Covered Product” shall exclude any product first sold by Regeneron or any of its Affiliates (or any of their respective licensees or assignees of such product) anywhere in the world, or any biosimilar, follow-on or generic biologic product thereof that is authorized on the basis of a reference to such product under either (1) Article 10.1 or (2) Article 10.4 and Part II.4 of Annex I of Parliament and Council Directive 2001/83/EC as amended by Directive 2004/27/EC, in each case as amended from time to time, or successor legislation in each case, and equivalent provisions of applicable law in other jurisdictions. For the avoidance of doubt, this covenant shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest.

3.2 Rights in Bankruptcy. The covenants in Section 3.1 are, and will otherwise be deemed to be, for purposes of Section 365(n) of the US Bankruptcy Code (the “Code”) and any similar laws in any other country, licenses of rights to “intellectual property” as defined under Section 101 of the Code. The Parties agree that Novartis will retain and may fully exercise all of its protections, rights and elections under the Code and any similar laws in any other country. All rights, powers and remedies of Novartis provided for in this Section 3.2 are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, under the Code and any similar laws in any other country). In the event of the bankruptcy of Regeneron, Novartis, in addition to any rights, power and remedies expressly provided herein, shall be entitled to exercise all other such rights and powers and resort to all other such remedies as may now or hereafter exist at law or in equity (including, without limitation, under the Code and any similar laws in any other country).

3.3 Covered Products. Regeneron acknowledges and agrees that the research, development, manufacture and commercialization of any and all Covered Products shall be at Novartis’ sole discretion and that nothing in this Agreement or otherwise will obligate Novartis to research, develop, manufacture and commercialize any or all Covered Products.

SECTION 4.

CONSIDERATION

4.1 Royalty Payments.

(a) During the applicable Royalty Term, Novartis will make royalty payments to Regeneron based on total worldwide Net Sales of Covered Products by Novartis, its Affiliates, and Product Licensees/Assignees at the applicable rates set forth below.

Aggregate Net Sales by Novartis, its Affiliates, and Product Licensees/Assignees of Covered Products in any Calendar Year	Royalty Rate
Aggregate annual Net Sales of Covered Products less than or equal to [*****]	4%
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to US\$ 1.5 billion	[**]
Aggregate annual Net Sales of Covered Products over US\$ 1.5 billion	15%

For example,[*****].

(b) Royalties will be payable during the Royalty Term, which shall commence from First Commercial Sale and expire when Novartis (and/or its Affiliates or Product Licensees/Assignees) ceases distribution and sale of all Covered Products. [*****].

Following the Royalty Term (but subject to Sections 4.1(d) and 4.1(e) below), on a country-by-country basis, the covenants made by Regeneron pursuant to Section 3.1 hereunder shall continue in effect, but become fully paid-up, royalty-free, perpetual and irrevocable with respect to such country.

(c) For the avoidance of doubt, royalties shall be payable only once with respect to the same unit of Covered Product.

(d) Notwithstanding the foregoing, with respect to any country for which the Royalty Term has expired pursuant to Section 4.1(b)(i) above, in the event that the conditions reflected in Section 4.1(b)(i) cease to be satisfied following expiration of the Royalty Term in such country [*****], the obligation to pay royalties under this Section 4.1 on Net Sales of Covered Products in such country shall resume with immediate effect until the conditions reflected in Section 4.1(b)(i) are again satisfied with respect to such country [*****], in which case the terms of this Section 4.1(d) shall remain in effect.

(e) Notwithstanding the foregoing, with respect to any country for which the Royalty Term has been deemed to have expired pursuant to Section 4.1(b)(ii) above [*****] the obligation to pay royalties under this Section 4.1 on Net Sales of Covered Products in such country shall resume with immediate effect until the conditions reflected in Section 4.1(b)(i) are satisfied with respect to Covered Products in such country, in which case the terms of Section 4.1(d) shall remain in effect.

4.2 [***.]**

4.4 No Projections. Regeneron and Novartis acknowledge and agree that nothing in this Agreement shall be construed as representing an estimate or projection of anticipated sales of any Covered Product, and that the Net Sales levels set forth above or elsewhere in this Agreement or that have otherwise been discussed by the Parties are merely intended to define the royalty obligations to Regeneron in the event such Net Sales levels are achieved. NEITHER REGENERON NOR NOVARTIS MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT NOVARTIS, ITS AFFILIATES OR PRODUCT LICENSEES/ASSIGNEES WILL BE ABLE TO SUCCESSFULLY DEVELOP OR COMMERCIALIZE ANY COVERED PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR NET SALES LEVEL OF SUCH COVERED PRODUCT WILL BE ACHIEVED.

SECTION 5.

REPORTS AND PAYMENT TERMS

5.1 Payment Terms.

(a) Within [*****] days after the end of each Calendar Quarter during the Royalty Term, Novartis will provide to Regeneron a Sales & Royalty Report. Each such Sales & Royalty Report shall be considered Confidential Information of Novartis. Notwithstanding the foregoing, or anything in Section 6 to the contrary, Regeneron shall have the right to publicly disclose the total royalty amounts received from Novartis as part of its usual and customary financial disclosure.

(b) After receipt of such report, Regeneron shall submit an invoice to Novartis substantially in the form of Exhibit A with respect to the royalty amount shown therein. Novartis shall pay such royalty amount within [*****] after receipt of such invoice.

(c) The royalties payable for each Calendar Quarter shall be calculated as the difference between (i) the cumulative year-to-date royalties payable to Regeneron based on (A) cumulative Net Sales during the applicable Calendar Year through the end of such Calendar Quarter and (B) the royalty rate from Section 4.1(a) that would be applicable to such cumulative Net Sales (as modified by Section 4.2, if applicable), and (ii) the total royalties paid to Regeneron hereunder for Net Sales during any prior Calendar Quarters during the applicable Calendar Year.

(d) All payments from Novartis to Regeneron shall be made by wire transfer in US Dollars to the credit of such bank account as may be designated by Regeneron in this Agreement or in writing to Novartis. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

5.2 Currency. All payments under this Agreement shall be payable in US dollars. When conversion of Net Sales in any foreign currency to US dollars is required to be undertaken by Novartis, the US dollar equivalent shall be calculated using Novartis' then-current standard exchange rate methodology as applied in its external reporting in accordance with International Financial Reporting Standards.

5.3 Taxes. Regeneron will pay any and all taxes levied on account of any payments made to it under this Agreement. If any taxes are required to be withheld by Novartis, Novartis will: (a) deduct such taxes from the payment made to Regeneron; (b) timely pay the taxes to the proper taxing authority; (c) send proof of payment to Regeneron; and (d) reasonably assist Regeneron in its efforts to obtain a credit for such tax payment. Each Party agrees to reasonably assist the other Party in lawfully claiming exemptions from and/or minimizing such deductions or withholdings under double taxation laws or similar circumstances.

5.4 Accounting Standards. Except as otherwise provided herein, all financial determinations with respect to this Agreement shall be determined in accordance with United States (that is, US GAAP) or International Financial Reporting Standards (IFRS), as applicable, as generally and consistently applied by Novartis, its Affiliates or Product Licensees/Assignees, as the case may be.

5.5 Records and Audit Rights. Novartis shall keep complete, true and accurate books and records in accordance with its accounting standards in relation to Net Sales of Covered Products and royalties payable hereunder for at least [*****] following the Calendar Year to which they pertain.

(b) Regeneron shall have the right for a period of [*****] after receiving any Sales & Royalty Report to appoint an internationally-recognized independent accounting firm (which is reasonably acceptable to Novartis in its reasonable discretion) (the “**Auditor**”) to inspect the relevant records of Novartis or its Affiliates or Product Licensees/Assignees to verify such reports, statements, records or books of accounts, as applicable.

(c) Before beginning its audit, the Auditor shall execute a reasonable and customary undertaking reasonably acceptable to Novartis pursuant to which the Auditor shall keep confidential all information reviewed during such audit. The Auditor shall have the right to disclose to Regeneron only its conclusions regarding any payments owed under this Agreement, and without limiting the foregoing, under no circumstances will the Auditor disclose to Regeneron the prices at which any Covered Product is sold, the nature or amount of any particular itemized deductions under the definition of “Net Sales” or any other information of a commercially or competitively sensitive nature.

(d) Novartis, its Affiliates, and Product Licensees/Assignees shall make their records available for inspection by such Auditor during regular business hours at such place or places where such records are customarily kept, upon receipt of reasonable advance written notice from Regeneron, solely to verify the accuracy of the Sales & Royalty Reports. Such inspection right shall not be exercised more than once in any Calendar Year and not more frequently than once with respect to records covering any specific period of time. Without limiting Section 5.5(c) above, Regeneron agrees that all information received and all information learned in the course of any audit or inspection shall be considered Confidential Information, except to the extent necessary to enforce its rights under this Agreement or if disclosure is required by law, regulation or judicial order.

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(e) The audit report and basis for any determination by the Auditor shall be made available for review and comment by Novartis at the time such report is provided to Regeneron. In the event that Novartis disputes any matters set forth in such report, the Parties will agree a process for resolution of such dispute, which process will protect the confidential and commercially sensitive nature of any relevant Novartis Company Information, particularly in view of any development, manufacture or commercialization by Regeneron of the Trap-1 Product, the Trap-2 Product or any other product which competes with any Covered Product.

(f) If any examination or audit of the records described above discloses an under-payment of amounts due hereunder, then unless it disputes such finding, Novartis shall pay the same (plus interest thereon at a rate equal to [*****] within [*****] days after receiving the final audit report establishing such obligation. In the event of an overpayment of amounts due hereunder, then Regeneron shall re-pay the same to Novartis within [*****] days after receiving the final audit report establishing such obligation.

(g) Regeneron shall pay for such audits, as well as its own expenses associated with enforcing its rights with respect to any payments hereunder, except that in the event there is any upward adjustment in aggregate amounts payable by Novartis for any year shown by such audit of more than [*****] of the amount paid, Novartis shall pay for such audit.

(h) Novartis shall include in each license or purchase agreement with Product Licensees/Assignees a provision requiring the applicable Product Licensee/Assignee (i) to keep and maintain records of sales made pursuant to such agreement, and to grant access to such records by Auditor under the same conditions and to the same extent required of Novartis under this Agreement, and (ii) to provide sufficient Net Sales information to Novartis to allow Novartis to comply with its reporting and payment obligations to Regeneron hereunder.

SECTION 6.

CONFIDENTIALITY

6.1 Confidential Novartis Company Information.

(a) Regeneron acknowledges (subject to Section 6.1(b)) that all Novartis Company Information provided by Novartis or any of its Affiliates or Product Licensees/Assignees pursuant to this Agreement is confidential and proprietary to Novartis or its respective Affiliates or Product Licensees/Assignees, and Regeneron agrees to (A) disclose such Novartis Company Information to only those of its employees, agents or any other person under its authorization who need to know such Novartis Company Information for purposes of this Agreement; (B) maintain such information in confidence until the expiration of the last to expire Royalty Term under this Agreement and for a period of ten (10) years thereafter; and (C) use such information solely for the purpose of exercising or enforcing its rights hereunder. Regeneron covenants that neither it nor any of its Affiliates shall disclose any such information to any Third Party except to its employees, agents or any other person under its authorization who need to know such information for purposes of this Agreement; provided such employees, agents or persons under its authorization are subject in writing to substantially the same confidentiality obligations as Regeneron hereunder.

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(b) Notwithstanding anything provided above, the restrictions provided in this Section 6 shall not apply to information that is (and such information shall not be considered confidential or proprietary under this Agreement) (i) already in the public domain as of the Effective Date by reason of prior publication or otherwise; (ii) received by Regeneron on an unrestricted basis from a Third Party not under an obligation of confidentiality to Novartis or any of its Affiliates with respect to such information; (iii) information that has become part of the public domain after the Effective Date through no act, omission or fault of Regeneron or any of its Affiliates; or (iv) information that is similar in nature to the purported Novartis Company Information but has been independently created, as evidenced by written or electronic documentation. Notwithstanding anything provided above in 6.1(a), if Regeneron or any of its Affiliates is required by applicable Law to disclose any Novartis Company Information to a Third Party or Governmental Authority, then, Regeneron shall be permitted to make such disclosure, provided that if permitted by Law, Regeneron shall promptly notify Novartis of such disclosure and reasonably cooperate with Novartis (at Novartis' expense) to obtain any protective order to protect the confidentiality of the Novartis Company Information to be disclosed.

6.2 Injunctive Relief. Regeneron acknowledges that damages resulting from disclosure of Novartis Company Information not permitted under this Agreement would be an inadequate remedy and that, notwithstanding the provisions of Section 9.1, in the event of any such disclosure or any indication of an intent to disclose such information, Novartis (or any of its Affiliates) shall be entitled to seek, by way of private litigation, injunctive relief or other equitable relief in addition to any and all remedies available at law or in equity, including the recovery of damages and reasonable attorneys' fees, and in any such action for equitable relief in a court of competent jurisdiction, Regeneron hereby consents to the jurisdiction of such for such purpose and will not assert as a defense that there is an adequate remedy at law.

SECTION 7.

REPRESENTATIONS AND WARRANTIES

7.1 Due Organization, Valid Existence and Due Authorization. Each Party hereto represents and warrants to the other Party as follows: (a) it is duly organized and validly existing under the Laws of its place of incorporation; (b) it has full corporate power and authority and has taken all corporate action necessary to enter into and perform this Agreement; (c) the execution and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, its organizational documents nor any other agreement or arrangement, whether written or oral, by which it or any of its Affiliates is bound; (d) to the best of its knowledge, it has complied in all material respects with all Laws applicable to it; (e) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof (subject to applicable Laws of bankruptcy and moratorium); and (f) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee in connection with this Agreement or the transactions contemplated hereby based on arrangements made by it or on its behalf.

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7.2 Disclaimers. Except as expressly set forth herein, no Party makes any express or implied representations or warranties, statutory or otherwise, and Novartis and Regeneron each specifically disclaim any other warranties, including any warranty of quality, merchantability or fitness for a particular use or purpose or any warranty as to the validity of any of the Regeneron Patents, the non-infringement of any intellectual property rights of Third Parties, or any warranty concerning the value, adequacy, other quality, efficiency, stability, characteristics or usefulness of, or merchantability, or fitness for a particular purpose of, any Covered Product. Nothing in this Agreement is or shall be construed as (a) a warranty or representation that anything made, used, sold or otherwise disposed of under any Regeneron Patent is or will be free from infringement of patents of Third Parties; (b) an obligation to bring or prosecute actions or suits against Third Parties for patent infringement; or (c) an obligation to furnish any know-how.

SECTION 8.

INDEMNIFICATION

8.1 Indemnity and Insurance.

(a) Novartis shall indemnify and hold harmless Regeneron and its Affiliates and their respective officers, directors, employees and agents ("**Indemnified Parties**") from and against all Third Party claims, demands, liabilities, damages and expenses, including reasonable attorneys' fees and costs (collectively "**Damages**"), arising out of the development, manufacture, commercialization, marketing, distribution, storage, sale and use of any Covered Product by Novartis or its Affiliates or Product Licensees/Assignees (or its respective agents, contractors, distributors, representatives or other persons or entities working on its behalf), except to the extent that Damages arise out of the breach by Regeneron of any of the terms of, or any of its representations or warranties under, this Agreement.

(b) Novartis shall maintain (and shall cause all Affiliates and Product Licensees/Assignees to maintain), or self-insure for, product liability insurance to cover liabilities related to the development, manufacture, commercialization, marketing, distribution, sale and use of Covered Products at a commercially reasonable level.

8.2 Indemnity Procedure.

(a) Regeneron shall notify Novartis within twenty (20) days of becoming aware of any claim of claims asserted or threatened against Regeneron which could give rise to a right of indemnification under this Agreement; provided, however, that the failure to give such notice shall not relieve Novartis of its indemnity obligation hereunder except to the extent that such failure materially prejudices its rights hereunder.

(b) If Novartis has acknowledged in writing to Regeneron its responsibility for defending such claim, Novartis shall have the right to defend, at its sole cost and expense, such claim by all appropriate proceedings, which proceedings shall be prosecuted diligently by Novartis to a final conclusion or settled at Novartis' discretion; provided, however, that Novartis may not enter into any compromise or settlement unless (i) such compromise or settlement includes as an unconditional term thereof, the giving by each claimant or plaintiff to Regeneron and the other Indemnified Parties of a release from all liability in respect of such claim; and (ii) Regeneron consents to such compromise or settlement, which consent shall not be withheld or delayed unless such compromise or settlement involves (A) any admission of legal wrongdoing by Regeneron or any other Indemnified Party, (B) any payment by Regeneron or any other Indemnified Party that is not indemnified hereunder or (C) the imposition of any equitable relieve against Regeneron or any other Indemnified Party.

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(c) Regeneron may participate in, but not control, any defense or settlement of any claim controlled by Novartis pursuant to this Section 8.2 and shall bear its own costs and expenses with respect to such participation; provided, however, that Novartis shall bear such costs and expenses if counsel for Novartis shall have reasonably determined that such counsel may not properly represent both Novartis and the Indemnified Parties.

SECTION 9.

MISCELLANEOUS

9.1 Dispute Resolution.

(a) Subject to Sections 6.2 and 9.1(h), the Parties agree that no dispute, controversy or claim arising out of or in connection with this Agreement or the Parties' activities hereunder ("**Dispute**") shall be resolved other than pursuant to this Section 9.1, and the Parties further agree that, subject to Section 6.2, in no event shall any such dispute, controversy or claim be the subject of private litigation between the Parties.

(b) The Parties agree that, subject to Section 6.2, they shall use commercially reasonable efforts, to resolve any Dispute by good faith negotiation and discussion. In the event that the Parties are unable to resolve any such Dispute within fifteen (15) days after formal notice from one Party to the other referencing

this Section 9.1, either Party may submit the Dispute to the Executive Officers for resolution. In the event the Executive Officers are unable to resolve any such Dispute within thirty (30) days after such Dispute is submitted to them for resolution, the Parties shall be free to resort to arbitration pursuant to the remainder of this Section 9.1.

(c) In the event that the Parties are unable to resolve any Dispute through the procedures described in Section 9.1(b) above, the Dispute shall, at the request of either Party and subject to Sections 6.2 and 9.1(h), be finally settled by arbitration in accordance with the Rules of International Arbitration (the “**Rules**”) of the International Chamber of Commerce as presently in force.

(d) The arbitration panel shall consist of three (3) arbitrators, each of whom must have legal or business experience in pharmaceutical licensing matters. The arbitrators are to be selected as follows: Novartis shall nominate one such qualified arbitrator, without limitation as to nationality; Regeneron shall nominate one such qualified arbitrator, without limitation as to nationality; and the two arbitrators so nominated shall nominate a third such qualified arbitrator, who shall be the presiding arbitrator, in each case subject to confirmation by the International Court of Arbitration of the International Chamber of Commerce in Paris, France (the “**ICC Court**”). In the event either Novartis or Regeneron shall have failed to nominate a qualified arbitrator as provided above within fifteen (15) Business Days after the other Party shall have nominated its arbitrator, or the two arbitrators so nominated shall fail to agree on a third arbitrator as provided above within fifteen (15) days after the appointment of the second arbitrator, the second arbitrator and/or the presiding arbitrator, as the case may be, shall be appointed by the ICC Court.

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(e) The place of arbitration shall be New York, New York, and the language of the arbitration shall be English.

(f) Except as otherwise provided in this Agreement, the arbitration procedure set forth in this Section 9.1 shall be the sole and exclusive means of settling or resolving any Dispute.

(g) Discovery shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce, subject to all applicable privileges and immunities, and shall be limited to: (i) the production of documents available in the ordinary course of business in accordance with the producing Party’s standard document retention policies within specified relevant categories from no more than ten (10) individual representatives of the producing Party who have been identified by the other Party in its document request; (ii) two (2) depositions per side; and (iii) ten (10) interrogatories per side. At least twenty (20) days prior to the first scheduled hearing date, the Parties shall identify the witnesses that they intend to present at the arbitration hearing and the documentation on which they intend to rely. The Parties shall use their commercially reasonable efforts to conclude the arbitration hearings within six (6) months following the confirmation of the third and presiding arbitrator. The arbitrators shall issue their decision (including grounds and reasoning) in writing no later than sixty (60) days following the conclusion of the last arbitration hearing.

(h) By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its jurisdiction to issue a pre-arbitral injunction or order for specific performance, pre-arbitral attachment or other order in aid of arbitration proceedings, and the Parties hereby consent to the jurisdiction of any such court for such purposes. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or to order the Parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect. The award of the arbitrators shall be final and binding on the Parties and may be presented by either of the Parties for enforcement in any court of competent jurisdiction, and the Parties hereby consent to the jurisdiction of such court solely for purposes of enforcement of this arbitration agreement and any order or award entered in an arbitration pursuant hereto.

(i) The fees of the arbitrators and the other costs of such arbitration, excluding attorneys’ fees which each Party shall bear, shall be borne and paid as the arbitrators determine.

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9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to conflict of laws principles.

9.3 Waiver. Waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision. No delay or omission by a Party in exercising or availing itself of any right, power or privilege hereunder shall preclude the later exercise of any such right, power or privilege by such Party. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the Party granting the waiver.

9.4 Force Majeure. Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under this Agreement, or for other nonperformance hereunder, if such delay or nonperformance is caused by strike, stoppage of labor, lockout or other labor trouble, fire, flood, earthquake, accident, war, act of terrorism, act of God or of the government of any country or of any local government, or by cause unavoidable or beyond the control of any Party hereto. In such event, the Party affected will use commercially reasonable efforts to resume performance of its obligations.

9.5 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address of the relevant Party set forth on Exhibit B attached hereto and shall be either (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service, or (d) sent by facsimile transmission, with a confirmation copy to be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service, or when transmitted with electronic confirmation of receipt, if transmitted by facsimile (if such transmission is on a Business Day; or otherwise, on the next Business Day following such transmission). Either Party may change its address by giving notice to the other Party in the manner provided above.

9.6 Entire Agreement. This Agreement (including Exhibits), together with the Trap-2 Termination Agreement, contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating to the subject matter hereof.

9.7 Amendments. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by Novartis and Regeneron.

9.8 Headings. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

9.9 Severability. If, under applicable Laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement (“**Severed Clause**”), then, it is mutually agreed that this Agreement shall endure except for the Severed Clause. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

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9.10 Registration and Filing of the Agreement. To the extent, if any, that a Party concludes in good faith that it is required to file or register this Agreement or a notification or summary thereof, or to include a description of this Agreement in any filing with any Governmental Authority in accordance with applicable Laws, such Party may do so. The other Party shall promptly cooperate in such filing or notification and shall promptly execute all documents reasonably required in connection therewith. In such situation, the Party making such filing or registration (and the other Party if permitted under applicable Law) will request confidential treatment of sensitive provisions of this Agreement, except to the extent the Party making such request determines in good faith that such confidential treatment is not reasonably likely to be granted under applicable Law. The Parties shall promptly inform each other as to the activities or inquiries of any such Governmental Authority relating to this Agreement, and shall promptly cooperate to respond to any request for further information therefrom.

9.11 Assignment. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except in each case to (a) an Affiliate of the assigning Party that has and will continue to have the financial resources to meet its obligations hereunder or (b) any Third Party who acquires all or substantially all of the business or assets of the assigning Party to which this Agreement relates (whether by merger, sale or assets or otherwise) or (c) in the case of Novartis only, on a Covered Product-by-Covered Product and country-by-country basis, to any other Third Party who acquires all of Novartis’ (or its applicable Affiliates’) interests in the applicable Covered Product in the applicable country, and in each case so long as such Affiliate or Third Party agrees in writing to be bound by the terms of this Agreement. For the avoidance of doubt, in the case of an assignment of this Agreement by Novartis to a Third Party under Section 9.11(c), Novartis and its Affiliates shall continue to be bound by the terms of this Agreement for all Covered Products that are not so acquired by a Third Party. Any attempted assignment in violation hereof shall be void.

9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and permitted assigns.

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

9.14 Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party including, without limitation, any creditor of any Party hereto. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any Party hereto.

9.15 Relationship of the Parties. Each Party shall bear its own costs incurred in the performance of its obligations hereunder without charge or expense to the other except as expressly provided in this Agreement.

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9.16 Limitation of Damages. IN NO EVENT SHALL REGENERON OR NOVARTIS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SUFFERED BY THE OTHER PARTY, EXCEPT AS SET FORTH IN SECTION 2.3 OR TO THE EXTENT ANY SUCH DAMAGES ARE PAID TO A THIRD PARTY AS PART OF A THIRD-PARTY CLAIM COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 8.

[Signature page follows]

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IN WITNESS WHEREOF, Novartis and Regeneron have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

NOVARTIS PHARMA AG

By : /s/ Anthony Horning
Name: Anthony H. Horning
Title: Head, Global Alliance Management

By /s/ Barbara Levi Mager
Name: Barbara Levi Mager
Title: Head Legal, EGM, GEM & Row, General
Medicine & Oncology

REGENERON PHARMACEUTICALS, INC.

By

/s/ Murray Goldberg

Name: Murray Goldberg
Title: Senior Vice President, Finance &
Administration and Chief Financial Officer

For the purposes of Section 2 only:

NOVARTIS PHARMACEUTICALS CORPORATION

By /s/ Siddharth Kaul
Name: Siddharth Kaul
Title: Vice President & CFO

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**EXHIBIT A
SAMPLE INVOICE**

Sender's Logo

Street
Town, Country
Phone and Fax Nr.

INVOICE

INVOICE DATE:
__ __ 20__

INVOICE No.: XXXX

Bill To:
Novartis Pharma AG.
[address to be inserted]

For:
Product X Royalties 1st Quarter 20__

And via fax to no. +[to be inserted]

DESCRIPTION [Please specify the event for which the invoice is due]	AMOUNT (USD)
Product X royalties January – March 20__ calculated based on Novartis provided sales & royalty report (see attached worksheet)	US\$ 000'000.00
Novartis Contract Code	
Please remit by wire transfer within [*****] to: Receiving Bank - Swift Code - ABA Number - Credit Account - Beneficiary -	
TOTAL	000'000,00

If you have any questions concerning this invoice, contact
or e-mail to
VAT -Reg. No. Xxxxxxxxxx (if applicable)

**EXHIBIT B
NOTICES**

(a) If to Novartis:

Novartis Pharma AG
P.O. Box
CH - 4002 Basel
Switzerland
Attn: Head, Business Development and Licensing
Fax: [*****]

with a copy to:

Novartis Pharma AG
P.O. Box
CH - 4002 Basel
Switzerland
Attn: Head, Legal Department
Fax: [*****]

(b) If to Regeneron:

Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, New York 10591
U.S.A.
Attention: President
Copy: General Counsel

TRAP -2 TERMINATION AGREEMENT

By and Between

NOVARTIS PHARMA AG

NOVARTIS PHARMACEUTICALS CORPORATION

AND

REGENERON PHARMACEUTICALS, INC.

Dated as of June 8, 2009

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EXHIBIT A – SAMPLE INVOICE

EXHIBIT B – NOTICES

TRAP -2 TERMINATION AGREEMENT

THIS TRAP-2 TERMINATION AGREEMENT (“**Agreement**”), made as of June 8, 2009 (the “**Effective Date**”), is by and between NOVARTIS PHARMA AG, a corporation organized under the laws of Switzerland and having a principal place of business at Lichtstrasse 35, 4056 Basel, Switzerland (“**Novartis**”), NOVARTIS PHARMACEUTICALS CORPORATION of One Health Plaza, East Hanover, New Jersey (“**NPC**”) and REGENERON PHARMACEUTICALS, INC., a corporation organized under the laws of New York and having a principal place of business at 777 Old Saw Mill River Road, Tarrytown, New York 10591 (“**Regeneron**”) (with each of Novartis and Regeneron referred to herein individually as a “**Party**” and collectively as the “**Parties**”, and with NPC being a “**Party**” to this Agreement for purposes of Section 2 only).

WHEREAS, on March 28, 2003 the Parties and NPC (for limited provisions only) entered in to the Collaboration, License and Option Agreement (“**CLO Agreement**”) whereby (i) Novartis and Regeneron agreed to collaborate with respect to the development, manufacture and commercialization of the Trap-1 Product (as defined in the CLO Agreement); (ii) Novartis granted Regeneron the right to elect to share in the development and commercialization of the IL-1 Antibody Product (as defined in the CLO Agreement); and (iii) Regeneron granted Novartis the right to elect to share in the development and commercialization of the Trap-2 Product (as defined in the CLO Agreement);

WHEREAS, by letter dated February 27, 2004, Novartis terminated the CLO Agreement with respect to the Trap-1 Product under Section 19.4(a) of the CLO Agreement (“**Termination Letter**”);

WHEREAS, the Parties wish to enter into this Agreement for the purpose of defining certain rights and obligations of the Parties with respect to the Trap-2 Product and other Covered Products (as defined herein) on the terms and conditions set forth in this Agreement following the termination of the CLO Agreement pursuant to the IL-1 Antibody Termination Agreement (as defined herein);

WHEREAS, concurrent with their execution of this Agreement, the Parties will also enter into an agreement terminating the CLO Agreement and relating to certain rights and obligations of the Parties with respect to Novartis’ development and commercialization of the IL-1 Antibody Product (as defined in the CLO Agreement) and other products targeting interleukin-1 (the “**IL-1 Antibody Termination Agreement**”); and

WHEREAS, the Parties intend this Agreement, together with the IL-1 Antibody Termination Agreement, to supersede and replace the CLO Agreement in its entirety.

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for other good and valuable consideration the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

DEFINITIONS

The following capitalized terms, whether used in the singular or plural, shall have the meanings set forth below:

“**Affiliate**” shall mean, with respect to any Person, any other Person which controls, is controlled by or is under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For purposes of this Agreement, in no event shall Novartis or any of its Affiliates be deemed Affiliates of Regeneron or any of its Affiliates nor shall Regeneron or any of its Affiliates be deemed Affiliates of Novartis or any of its Affiliates.

“**Approval**” shall mean, with respect to each Covered Product, any approval (excluding Pricing Approvals), registration, license or authorization from any Regulatory Authority required for the manufacture, development, commercialization, sale, storage or transport of such product in any country, and shall include, without limitation, an approval, registration, license or authorization granted in connection with any Registration Filing.

“**Bioequivalent Product**” shall mean, with respect to any Covered Product, a product which has the same (or substantially similar) amino acid sequence as such Covered Product and is authorized on the basis of a reference to a Covered Product under either (1) Article 10.1 or (2) Article 10.4 and Part II.4 of Annex I of Parliament and Council Directive 2001/83/EC as amended by Directive 2004/27/EC, in each case as amended from time to time, or successor legislation in each case, and equivalent provisions of applicable law in other jurisdictions for biosimilar, follow-on, or generic biologic products.

“**Calendar Quarter**” shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

“**Calendar Year**” shall mean a period of twelve (12) consecutive calendar months ending on December 31.

“**CLO Agreement**” has the meaning set forth in the recitals.

“**Covered Product**” shall mean [*****].

“**Derivative**” means: (a) any functional protein which primarily and specifically binds to interleukin-1 and has [*****] or (b) any functional fragment of a protein which specifically binds to interleukin-1 and has [*****].

“**EMA**” shall mean the European Medicines Agency or any successor agency thereto.

“**Executive Officers**” shall mean the Chief Executive Officer of Regeneron and the Chief Executive Officer of Novartis, or their respective designees.

“**FDA**” shall mean the United States Food and Drug Administration and any successor agency thereto.

“**First Commercial Sale**” shall mean, with respect to a Covered Product in a country, the first sale of such product by Regeneron or one of its Affiliates or a Product Licensee/Assignee to a Third Party (other than a Product Licensee/Assignee) following Approval of such product in accordance with the applicable Laws of such country on arm’s length commercial terms. Sales for clinical trial purposes shall not constitute a First Commercial Sale.

“**Governmental Authority**” shall mean any court, agency, authority, department, regulatory body or other instrumentality of any government or country or of any national, federal, state, provincial, regional, county, city or other political subdivision of any such government or any supranational organization of which any such country is a member.

“**IL-1 Antibody Termination Agreement**” has the meaning set forth in the recitals.

“**Law**” or “**Laws**” shall mean all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority in the applicable country.

“**Major Market Country**” shall mean [*****].

“**Net Sales**” shall mean, with respect to each Covered Product, the gross invoiced sales price of such Covered Product billed by or on behalf of Regeneron or its Affiliates or any Product Licensee/Assignee for that product to Third Parties (other than Product Licensees/Assignees) in bona fide, arms-length transactions, less the following deductions (to the extent included in the gross invoiced sales price), determined in accordance with Regeneron’s (or its Affiliate’s or Product Licensee’s/Assignee’s, as the case may be) standard accounting methods, which are in accordance with generally accepted accounting principles as applicable in the United States (that is, US GAAP) or International Financial Reporting Standards (IFRS), as applicable, as consistently applied at Regeneron, its Affiliates or Product Licensees/Assignees, as the case may be:

- (a) normal and customary trade and quantity discounts actually allowed and properly taken directly with respect to sales of such Covered Product;
- (b) free goods;
- (c) amounts repaid or credited by reason of defects, rejections, recalls, returns, rebates and allowances;
- (d) chargebacks and other amounts paid on sale or dispensing of such Covered Product;

-
- (e) Third Party cash rebates and chargebacks related to sales of the finished Covered Product, to the extent allowed;
 - (f) Medicaid rebates;
 - (g) retroactive price reductions that are actually allowed or granted;
 - (h) tariffs, duties, excise, sales, value-added or other taxes (other than taxes based on income);
 - (i) cash discounts for timely payment;
 - (j) delayed ship order credits;
 - (k) discounts pursuant to indigent patient programs and patient discount programs, including, without limitation, “Together Rx, ” and coupon discounts;
 - (l) insurance expenses included as a separately billed item in the invoice amount;
 - (m) [*****]; and

(n) any other specifically identifiable costs or charges included in the gross invoiced sales price of such Covered Product falling within categories substantially equivalent to those listed above.

Sales from Regeneron to its Affiliates or Product Licensees/Assignees shall be disregarded for purposes of calculating Net Sales. Any of the items set forth above that would otherwise be deducted from the invoice price in the calculation of Net Sales but which are separately charged to Third Parties shall not be deducted from the invoice price in the calculation of Net Sales.

Further:

(i) In the case of any sale or other disposal of Covered Product between or among Regeneron and its Affiliates and Product Licensees/Assignees, for resale, Net Sales shall be calculated as above only on the value charged or invoiced on the first arm's-length sale thereafter to a Third Party;

(ii) In the case of any sale which is not invoiced or is delivered before invoice, Net Sales shall be calculated at the time all revenue recognition criteria under GAAP or IFRS, as the case may be, are met;

(iii) In the case of any sale or other disposal for value, such as barter or counter-trade, of any product, or part thereof, other than in an arm's length transaction exclusively for money, Net Sales shall be calculated as above on the value of the non-cash consideration received or the fair market price (if higher) of the product in the country of sale or disposal;

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(iv) In the event the Covered Product is sold in a finished dosage form in combination with one or more other active ingredients (a "Combination Product"), the Net Sales of the product, for the purposes of determining royalty payments, shall be determined by multiplying the Net Sales (as defined above in this Section) of the Combination Product by the fraction, $A/(A+B)$ where A is the weighted (by sales volume) average sale price in a particular country of the Covered Product when sold separately in finished form and B is the weighted average sale price in that country of the other product(s) sold separately in finished form. In the event that such average sale price cannot be determined for both the Covered Product and the other product(s) in combination, Net Sales for purposes of determining royalty payments shall be agreed by the Parties based on the relative value contributed by each component, such agreement shall not be unreasonably withheld; and

(v) In the case of deductions for bad debt, any amounts subsequently paid to Regeneron, its Affiliates or Product Licensees/Assignees for sales previously treated as "bad debt" shall be captured as Net Sales in the ensuing quarterly royalty calculation pursuant to Section 5.

"**Novartis Patents**" shall mean those Patent Rights which are owned by or licensed (with the right of sublicense) to Novartis or any of its Affiliates, as at the Effective Date or at any time during the Royalty Term, which include at least one claim which would be infringed by the manufacture, use, sale, offer for sale or import of the Trap-1, Trap-1 Product, Trap-2 or the Trap-2 Product as it exists and is manufactured, used, sold, offered for sale, or imported from time to time. Patent Rights covering general recombinant protein expression technology, cell culture and fermentation, protein purification and formulation technologies shall be excluded from this definition.

"**Patent Application**" shall mean any application for a Patent.

"**Patent Rights**" shall mean unexpired Patents and Patent Applications.

"**Patents**" shall mean patents and all substitutions, divisions, continuations, continuations-in-part, reissues, reexaminations and extensions thereof and supplemental protection certificates relating thereto, and all counterparts thereof in any country.

"**Person**" shall mean and include an individual, partnership, joint venture, limited liability company, a corporation, a firm, a trust, an unincorporated organization and a government or other department or agency thereof.

"**Pricing Approval**" shall mean such approval, agreement, determination or governmental decision establishing prices for a Covered Product that can be charged to consumers and will be reimbursed by Governmental Authorities in countries where governmental authorities or Regulatory Authorities of such country approve or determine pricing for pharmaceutical products for reimbursement or otherwise.

"**Product Licensee/Assignee**" shall mean any Third Party that licenses, or, under Section 9.11, is assigned, rights to any particular Covered Product (or any particular indication for any particular Covered Product) in a particular country by Regeneron or any of its Affiliates where the licensed or assigned rights include the right to book sales of such Covered Product in such country. For the avoidance or doubt, "Product Licensee/Assignee" shall not include any Third Party engaged by Regeneron or its applicable Affiliate to provide particular services related to the development, manufacture or commercialization of a Covered Product, including, without limitation, research, development, contract manufacturing, supply, distribution, commercialization, or co-commercialization services, unless such Third Party also books sales of the applicable Covered Product in the applicable country.

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"**Regeneron Company Information**" shall mean information or materials provided by Regeneron in the Sales & Royalty Reports (and all information contained therein) and any audits thereof pursuant to Section 5.5.

"**Regulatory Authority**" shall mean any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the marketing, pricing and/or sale of any Covered Product in any country, including, without limitation, FDA in the United States and EMEA in Europe.

"**Royalty Term**" shall have the meaning set forth in Section 4.1(b).

"**Sales & Royalty Report**" means a written report or reports showing each of: (a) the Net Sales of each Covered Product during the reporting period by Regeneron, its Affiliates, and Product Licensees/Assignees, which information shall be provided on a country-by-country basis in United States Dollars; and (b)

the royalties payable, in United States Dollars, which shall have accrued hereunder with respect to such Net Sales.

[*****].

“**Seventh Anniversary Date**” shall mean the seventh anniversary of the Effective Date.

“**Termination Letter**” has the meaning set forth in the recitals.

“**Third Party**” shall mean any Person other than Novartis or Regeneron or any Affiliate of either Party.

“**Trap-1**” shall have the meaning set forth in the CLO Agreement.

“**Trap-1 Product**” shall have the meaning set forth in the CLO Agreement.

“**Trap-2**” shall have the meaning set forth in the CLO Agreement.

“**Trap-2 Product**” shall mean one or more pharmaceutical products for human and/or animal use which include the Trap-2 (whether as a protein, a nucleic acid encoding a protein, or a cell line expressing a protein) or any Derivative thereof, including fusions comprising any such antibody or Derivative and any composition, formulation or device that incorporates or includes any such antibody or Derivative as an active ingredient, alone or in combination with one or more other active ingredients, for all indications.

“**US GAAP**” shall mean generally accepted accounting principles in the United States.

SECTION 2.

WAIVER AND TERMINATION

2.1 Waiver. Novartis hereby waives any and all rights it may have with respect to the Trap-2, and any Trap-2 Product, pursuant to the CLO Agreement or any other agreement (other than this Agreement) between any of the Parties existing as of the Effective Date relating to the Trap-2 or any Trap-2 Product.

2.2 Purpose and Effect of this Agreement; Termination of the CLO Agreement. With effect from the Effective Date, this Agreement, together with the Trap-2 Agreement, is intended to supersede and replace the CLO Agreement and to represent the whole of the Parties’ agreement with respect to each of the products described in the definition of IL-1 Products in the CLO Agreement. Accordingly, the Parties confirm that, pursuant to the IL-1 Antibody Termination Agreement, the Parties agree that, with effect from the Effective Date, the CLO Agreement is terminated and of no further force or effect (other than as set forth in the IL-1 Antibody Termination Agreement and other than with respect to definitions of terms defined in the CLO Agreement which are expressly referenced in this Agreement).

SECTION 3.

COVENANT NOT TO SUE

3.1 Covenant Not to Sue. Novartis unconditionally agrees, promises, and covenants that neither it nor any of its Affiliates will enforce (or attempt to enforce) any Novartis Patent against Regeneron, any Regeneron Affiliate, any Product Licensee/Assignee or any of their respective agents or service providers, for having made, making, using, offering for sale, selling, or importing any Covered Product or Trap-1 Product or any component thereof. This covenant does not constitute an admission: (a) by Regeneron that the claims of any Novartis Patent are valid, enforceable or infringed by Regeneron, any Regeneron Affiliate, or any Product Licensee/Assignee, for having made, making, using, offering for sale, selling, or importing any Covered Product, Trap-1 Product or any component thereof; or (b) by Novartis that the claims of any Novartis Patent are invalid, unenforceable or not infringed by Regeneron, any Regeneron Affiliate or any Product Licensee/Assignee of any Covered Product or Trap-1 Product, for having made, making, using, offering for sale, selling, or importing any Covered Product, Trap-1 Product or any component thereof. For purposes of this Section 3.1, the term “Covered Product” shall exclude any product first sold by Novartis or any of its Affiliates (or any of their respective licensees or assignees of such product) anywhere in the world, or any biosimilar, follow-on or generic biologic product thereof that is authorized on the basis of a reference to such product under either (1) Article 10.1 or (2) Article 10.4 and Part II.4 of Annex I of Parliament and Council Directive 2001/83/EC as amended by Directive 2004/27/EC, in each case as amended from time to time, or successor legislation in each case, and equivalent provisions of applicable law in other jurisdictions. For the avoidance of doubt, this covenant shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest.

3.2 Rights in Bankruptcy. The covenants in Section 3.1 are, and will otherwise be deemed to be, for purposes of Section 365(n) of the US Bankruptcy Code (the “Code”) and any similar laws in any other country, licenses of rights to “intellectual property” as defined under Section 101 of the Code. The Parties agree that Regeneron will retain and may fully exercise all of its protections, rights and elections under the Code and any similar laws in any other country. All rights, powers and remedies of Regeneron provided for in this Section 3.2 are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, under the Code and any similar laws in any other country). In the event of the bankruptcy of Novartis, Regeneron, in addition to any rights, power and remedies expressly provided herein, shall be entitled to exercise all other such rights and powers and resort to all other such remedies as may now or hereafter exist at law or in equity (including, without limitation, under the Code and any similar laws in any other country).

3.3 Covered Products.

Novartis acknowledges and agrees that the research, development, manufacture and commercialization of any and all Covered Products shall be at Regeneron’s sole discretion and that nothing in this Agreement or otherwise will obligate Regeneron to research, develop, manufacture and commercialize any or

SECTION 4.

CONSIDERATION**4.1 Royalty Payments.**

(a) During the applicable Royalty Term, Regeneron will make royalty payments to Novartis based on total worldwide Net Sales of Covered Products by Regeneron, its Affiliates, and Product Licensees/Assignees at the applicable rates set forth below.

Aggregate Net Sales by Regeneron, its Affiliates and Product Licensees/Assignees of Covered Products in any Calendar Year	Royalty Rate
Aggregate annual Net Sales of Covered Products less than or equal to [*****]	4%
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to [*****]	[**]
Aggregate annual Net Sales of Covered Products over [*****] but less than or equal to US\$ 1.5 billion	[**]
Aggregate annual Net Sales of Covered Products over US\$ 1.5 billion	15%

For example, [*****].

(b) Royalties will be payable during the Royalty Term, which shall commence from First Commercial Sale and expire when Regeneron (and/or its Affiliates or Product Licensees/Assignees) ceases distribution and sale of all Covered Products. [*****]

Following the Royalty Term (but subject to Sections 4.1(d) and 4.1(e) below), on a country-by-country basis, the covenants made by Novartis pursuant to Section 3.1 hereunder shall continue in effect, but become fully paid-up, royalty-free, perpetual and irrevocable with respect to such country.

(c) For the avoidance of doubt, royalties shall be payable only once with respect to the same unit of Covered Product.

(d) Notwithstanding the foregoing, with respect to any country for which the Royalty Term has expired pursuant to Section 4.1(b)(i) above, in the event that the conditions reflected in Section 4.1(b)(i) cease to be satisfied following expiration of the Royalty Term in such country, [*****], the obligation to pay royalties under this Section 4.1 on Net Sales of Covered Products in such country shall resume with immediate effect until the conditions reflected in Section 4.1(b)(i) are again satisfied with respect to such country [*****], in which case the terms of this Section 4.1(d) shall remain in effect.

(e) Notwithstanding the foregoing, with respect to any country for which the Royalty Term has been deemed to have expired pursuant to Section 4.1(b)(ii) above, [*****] the obligation to pay royalties under this Section 4.1 on Net Sales of Covered Products in such country shall resume with immediate effect until the conditions reflected in Section 4.1(b)(i) are satisfied with respect to Covered Products in such country, in which case the terms of Section 4.1(d) shall remain in effect.

4.2 [***].**

4.3 No Projections. Novartis and Regeneron acknowledge and agree that nothing in this Agreement shall be construed as representing an estimate or projection of anticipated sales of any Covered Product, and that the Net Sales levels set forth above or elsewhere in this Agreement or that have otherwise been discussed by the Parties are merely intended to define the royalty obligations to Novartis in the event such Net Sales levels are achieved. NEITHER NOVARTIS NOR REGENERON MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT REGENERON, ITS AFFILIATES OR PRODUCT LICENSEES/ASSIGNEES WILL BE ABLE TO SUCCESSFULLY DEVELOP OR COMMERCIALIZE ANY COVERED PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR NET SALES LEVEL OF SUCH COVERED PRODUCT WILL BE ACHIEVED.

SECTION 5.

REPORTS AND PAYMENT TERMS**5.1 Payment Terms.**

(a) Within [*****] after the end of each Calendar Quarter during the Royalty Term, Regeneron will provide to Novartis a Sales & Royalty Report. Each such Sales & Royalty Report shall be considered Confidential Information of Regeneron. Notwithstanding the foregoing, or anything in Section 6 to the contrary, Novartis shall have the right to publicly disclose the total royalty amounts received from Regeneron as part of its usual and customary financial disclosure.

(b) After receipt of such report, Novartis shall submit an invoice to Regeneron substantially in the form of Exhibit A with respect to the royalty amount shown therein. Regeneron shall pay such royalty amount within [*****] days after receipt of such invoice.

(c) The royalties payable for each Calendar Quarter shall be calculated as the difference between (i) the cumulative year-to-date royalties payable to Novartis based on (A) cumulative Net Sales during the applicable Calendar Year through the end of such Calendar Quarter and (B) the royalty rate from Section 4.1(a) (as modified by Section 4.2, if applicable) that would be applicable to such cumulative Net Sales, and (ii) the total royalties paid to Novartis hereunder for Net Sales during any prior Calendar Quarters during the applicable Calendar Year.

(d) All payments from Regeneron to Novartis shall be made by wire transfer in US Dollars to the credit of such bank account as may be designated by Novartis in this Agreement or in writing to Regeneron. Any payment which falls due on a date which is not a Business Day may be made on the next succeeding Business Day.

5.2 Currency. All payments under this Agreement shall be payable in US dollars. When conversion of Net Sales in any foreign currency to US dollars is required to be undertaken by Regeneron, the US dollar equivalent shall be calculated using Regeneron's then-current standard exchange rate methodology as applied in its external reporting in accordance with US GAAP.

5.3 Taxes. Novartis will pay any and all taxes levied on account of any payments made to it under this Agreement. If any taxes are required to be withheld by Regeneron, Regeneron will: (a) deduct such taxes from the payment made to Novartis; (b) timely pay the taxes to the proper taxing authority; (c) send proof of payment to Novartis; and (d) reasonably assist Novartis in its efforts to obtain a credit for such tax payment. Each Party agrees to reasonably assist the other Party in lawfully claiming exemptions from and/or minimizing such deductions or withholdings under double taxation laws or similar circumstances.

5.4 Accounting Standards. Except as otherwise provided herein, all financial determinations with respect to this Agreement shall be determined in accordance with United States (that is, US GAAP) or International Financial Reporting Standards (IFRS), as applicable, as generally and consistently applied by Regeneron, its Affiliates or Product Licensees/Assignees, as the case may be.

5.5 Records and Audit Rights. Regeneron shall keep complete, true and accurate books and records in accordance with its accounting standards in relation to Net Sales of Covered Products and royalties payable hereunder for at least [*****] following the Calendar Year to which they pertain.

(b) Novartis shall have the right for a period of [*****] after receiving any Sales & Royalty Report to appoint an internationally-recognized independent accounting firm (which is reasonably acceptable to Regeneron in its reasonable discretion) (the "Auditor") to inspect the relevant records of Regeneron or its Affiliates or Product Licensees/Assignees to verify such reports, statements, records or books of accounts, as applicable.

(c) Before beginning its audit, the Auditor shall execute a reasonable and customary undertaking reasonably acceptable to Regeneron pursuant to which the Auditor shall keep confidential all information reviewed during such audit. The Auditor shall have the right to disclose to Novartis only its conclusions regarding any payments owed under this Agreement, and without limiting the foregoing, under no circumstances will the Auditor disclose to Novartis the prices at which any Covered Product is sold, the nature or amount of any particular itemized deductions under the definition of "Net Sales" or any other information of a commercially or competitively sensitive nature.

(d) Regeneron, its Affiliates, and Product Licensees/Assignees shall make their records available for inspection by such Auditor during regular business hours at such place or places where such records are customarily kept, upon receipt of reasonable advance written notice from Novartis, solely to verify the accuracy of the Sales & Royalty Reports. Such inspection right shall not be exercised more than once in any Calendar Year and not more frequently than once with respect to records covering any specific period of time. Without limiting Section 5.5(c) above, Novartis agrees that all information received and all information learned in the course of any audit or inspection shall be considered Confidential Information, except to the extent necessary to enforce its rights under this Agreement or if disclosure is required by law, regulation or judicial order.

(e) The audit report and basis for any determination by the Auditor shall be made available for review and comment by Regeneron at the time such report is provided to Novartis. In the event that Regeneron disputes any matters set forth in such report, the Parties will agree a process for resolution of such dispute, which process will protect the confidential and commercially sensitive nature of any relevant Regeneron Company Information, particularly in view of any development, manufacture or commercialization by Novartis of the IL-1 Antibody Product or any other product which competes with any Covered Product.

(f) If any examination or audit of the records described above discloses an under-payment of amounts due hereunder, then unless it disputes such finding, Regeneron shall pay the same (plus interest thereon at a rate equal to [*****] within [*****] after receiving the final audit report establishing such obligation. In the event of an over-payment of amounts due hereunder, then Novartis shall re-pay the same to Regeneron within [*****] after receiving the final audit report establishing such obligation.

(g) Novartis shall pay for such audits, as well as its own expenses associated with enforcing its rights with respect to any payments hereunder, except that in the event there is any upward adjustment in aggregate amounts payable by Regeneron for any year shown by such audit of more than [*****] of the amount paid, Regeneron shall pay for such audit.

(h) Regeneron shall include in each license or purchase agreement with Product Licensees/Assignees a provision requiring the applicable Product Licensee/Assignee (i) to keep and maintain records of sales made pursuant to such agreement, and to grant access to such records by Auditor under the same conditions and to the same extent required of Regeneron under this Agreement, and (ii) to provide sufficient Net Sales information to Regeneron to allow Regeneron to comply with its reporting and payment obligations to Novartis hereunder.

SECTION 6.

CONFIDENTIALITY

6.1 Confidential Regeneron Company Information.

(a) Novartis acknowledges (subject to Section 6.1(b)) that all Regeneron Company Information provided by Regeneron or any of its Affiliates or Product Licensees/Assignees pursuant to this Agreement is confidential and proprietary to Regeneron or its respective Affiliates or Product Licensees/Assignees, and Novartis agrees to (A) disclose such Regeneron Company Information to only those of its employees, agents or any other person under its authorization who need to know such Regeneron Company Information for purposes of this Agreement; (B) maintain such information in confidence until the expiration of the last to expire Royalty Term under this Agreement and for a period of ten (10) years thereafter; and (C) use such information solely for the purpose of exercising or enforcing its rights hereunder. Novartis covenants that neither it nor any of its Affiliates shall disclose any such information to any Third Party except to its

employees, agents or any other person under its authorization who need to know such information for purposes of this Agreement; provided such employees, agents or persons under its authorization are subject in writing to substantially the same confidentiality obligations as Novartis hereunder.

(b) Notwithstanding anything provided above, the restrictions provided in this Section 6 shall not apply to information that is (and such information shall not be considered confidential or proprietary under this Agreement) (i) already in the public domain as of the Effective Date by reason of prior publication or otherwise; (ii) received by Novartis on an unrestricted basis from a Third Party not under an obligation of confidentiality to Regeneron or any of its Affiliates with respect to such information; (iii) information that has become part of the public domain after the Effective Date through no act, omission or fault of Novartis or any of its Affiliates; or (iv) information that is similar in nature to the purported Regeneron Company Information but has been independently created, as evidenced by written or electronic documentation. Notwithstanding anything provided above in 6.1(a), if Novartis or any of its Affiliates is required by applicable Law to disclose any Regeneron Company Information to a Third Party or Governmental Authority, then, Novartis shall be permitted to make such disclosure, provided that if permitted by Law, Novartis shall promptly notify Regeneron of such disclosure and reasonably cooperate with Regeneron (at Regeneron's expense) to obtain any protective order to protect the confidentiality of the Regeneron Company Information to be disclosed.

6.2 Injunctive Relief. Novartis acknowledges that damages resulting from disclosure of Regeneron Company Information not permitted under this Agreement would be an inadequate remedy and that, notwithstanding the provisions of Section 9.1, in the event of any such disclosure or any indication of an intent to disclose such information, Regeneron (or any of its Affiliates) shall be entitled to seek, by way of private litigation, injunctive relief or other equitable relief in addition to any and all remedies available at law or in equity, including the recovery of damages and reasonable attorneys' fees, and in any such action for equitable relief in a court of competent jurisdiction, Novartis hereby consents to the jurisdiction of such for such purpose and will not assert as a defense that there is an adequate remedy at law.

SECTION 7.

REPRESENTATIONS AND WARRANTIES

7.1 Due Organization, Valid Existence and Due Authorization. Each Party hereto represents and warrants to the other Party as follows: (a) it is duly organized and validly existing under the Laws of its place of incorporation; (b) it has full corporate power and authority and has taken all corporate action necessary to enter into and perform this Agreement; (c) the execution and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, its organizational documents nor any other agreement or arrangement, whether written or oral, by which it or any of its Affiliates is bound; (d) to the best of its knowledge, it has complied in all material respects with all Laws applicable to it; (e) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof (subject to applicable Laws of bankruptcy and moratorium); and (f) no broker, finder or investment banker is entitled to any brokerage, finder's or other fee in connection with this Agreement or the transactions contemplated hereby based on arrangements made by it or on its behalf.

7.2 Disclaimers. Except as expressly set forth herein, no Party makes any express or implied representations or warranties, statutory or otherwise, and Novartis and Regeneron each specifically disclaim any other warranties, including any warranty of quality, merchantability or fitness for a particular use or purpose or any warranty as to the validity of any of the Novartis Patents, the non-infringement of any intellectual property rights of Third Parties, or any warranty concerning the value, adequacy, other quality, efficiency, stability, characteristics or usefulness of, or merchantability, or fitness for a particular purpose of, any Covered Product. Nothing in this Agreement is or shall be construed as (a) a warranty or representation that anything made, used, sold or otherwise disposed of under any Novartis Patent is or will be free from infringement of patents of Third Parties; (b) an obligation to bring or prosecute actions or suits against Third Parties for patent infringement; or (c) an obligation to furnish any know-how.

SECTION 8.

INDEMNIFICATION

8.1 Indemnity and Insurance.

(a) Regeneron shall indemnify and hold harmless Novartis and its Affiliates and their respective officers, directors, employees and agents ("**Indemnified Parties**") from and against all Third Party claims, demands, liabilities, damages and expenses, including reasonable attorneys' fees and costs (collectively "**Damages**"), arising out of the development, manufacture, commercialization, marketing, distribution, storage, sale and use of any Covered Product by Regeneron or its Affiliates or Product Licensees/Assignees (or its respective agents, contractors, distributors, representatives or other persons or entities working on its behalf), except to the extent that Damages arise out of the breach by Novartis of any of the terms of, or any of its representations or warranties under, this Agreement.

(b) Regeneron shall maintain (and shall cause all Affiliates and Product Licensees/Assignees to maintain), or self-insure for, product liability insurance to cover liabilities related to the development, manufacture, commercialization, marketing, distribution, sale and use of Covered Products at a commercially reasonable level.

8.2 Indemnity Procedure.

(a) Novartis shall notify Regeneron within twenty (20) days of becoming aware of any claim of claims asserted or threatened against Novartis which could give rise to a right of indemnification under this Agreement; provided, however, that the failure to give such notice shall not relieve Regeneron of its indemnity obligation hereunder except to the extent that such failure materially prejudices its rights hereunder.

(b) If Regeneron has acknowledged in writing to Novartis its responsibility for defending such claim, Regeneron shall have the right to defend, at its sole cost and expense, such claim by all appropriate proceedings, which proceedings shall be prosecuted diligently by Regeneron to a final conclusion or settled at Regeneron's discretion; provided, however, that Regeneron may not enter into any compromise or settlement unless (i) such compromise or settlement includes as an unconditional term thereof, the giving by each claimant or plaintiff to Novartis and the other Indemnified Parties of a release from all liability in respect of such claim; and (ii) Novartis consents to such compromise or settlement, which consent shall not be withheld or delayed unless such compromise or settlement

involves (A) any admission of legal wrongdoing by Novartis or any other Indemnified Party, (B) any payment by Novartis or any other Indemnified Party that is not indemnified hereunder or (C) the imposition of any equitable relieve against Novartis or any other Indemnified Party.

(c) Novartis may participate in, but not control, any defense or settlement of any claim controlled by Regeneron pursuant to this Section 8.2 and shall bear its own costs and expenses with respect to such participation; provided, however, that Regeneron shall bear such costs and expenses if counsel for Regeneron shall have reasonably determined that such counsel may not properly represent both Regeneron and the Indemnified Parties.

SECTION 9.

MISCELLANEOUS

9.1 Dispute Resolution.

(a) Subject to Sections 6.2 and 9.1(h), the Parties agree that no dispute, controversy or claim arising out of or in connection with this Agreement or the Parties' activities hereunder ("**Dispute**") shall be resolved other than pursuant to this Section 9.1, and the Parties further agree that, subject to Section 6.2, in no event shall any such dispute, controversy or claim be the subject of private litigation between the Parties.

(b) The Parties agree that, subject to Section 6.2, they shall use commercially reasonable efforts, to resolve any Dispute by good faith negotiation and discussion. In the event that the Parties are unable to resolve any such Dispute within fifteen (15) days after formal notice from one Party to the other referencing this Section 9.1, either Party may submit the Dispute to the Executive Officers for resolution. In the event the Executive Officers are unable to resolve any such Dispute within thirty (30) days after such Dispute is submitted to them for resolution, the Parties shall be free to resort to arbitration pursuant to the remainder of this Section 9.1.

(c) In the event that the Parties are unable to resolve any Dispute through the procedures described in Section 9.1(b) above, the Dispute shall, at the request of either Party and subject to Sections 6.2 and 9.1(h), be finally settled by arbitration in accordance with the Rules of International Arbitration (the "**Rules**") of the International Chamber of Commerce as presently in force.

(d) The arbitration panel shall consist of three (3) arbitrators, each of whom must have legal or business experience in pharmaceutical licensing matters. The arbitrators are to be selected as follows: Regeneron shall nominate one such qualified arbitrator, without limitation as to nationality; Novartis shall nominate one such qualified arbitrator, without limitation as to nationality; and the two arbitrators so nominated shall nominate a third such qualified arbitrator, who shall be the presiding arbitrator, in each case subject to confirmation by the International Court of Arbitration of the International Chamber of Commerce in Paris, France (the "**ICC Court**"). In the event either Regeneron or Novartis shall have failed to nominate a qualified arbitrator as provided above within fifteen (15) Business Days after the other Party shall have nominated its arbitrator, or the two arbitrators so nominated shall fail to agree on a third arbitrator as provided above within fifteen (15) days after the appointment of the second arbitrator, the second arbitrator and/or the presiding arbitrator, as the case may be, shall be appointed by the ICC Court.

(e) The place of arbitration shall be New York, New York, and the language of the arbitration shall be English.

(f) Except as otherwise provided in this Agreement, the arbitration procedure set forth in this Section 9.1 shall be the sole and exclusive means of settling or resolving any Dispute.

(g) Discovery shall be conducted in accordance with the Rules of Arbitration of the International Chamber of Commerce, subject to all applicable privileges and immunities, and shall be limited to: (i) the production of documents available in the ordinary course of business in accordance with the producing Party's standard document retention policies within specified relevant categories from no more than ten (10) individual representatives of the producing Party who have been identified by the other Party in its document request; (ii) two (2) depositions per side; and (iii) ten (10) interrogatories per side. At least twenty (20) days prior to the first scheduled hearing date, the Parties shall identify the witnesses that they intend to present at the arbitration hearing and the documentation on which they intend to rely. The Parties shall use their commercially reasonable efforts to conclude the arbitration hearings within six (6) months following the confirmation of the third and presiding arbitrator. The arbitrators shall issue their decision (including grounds and reasoning) in writing no later than sixty (60) days following the conclusion of the last arbitration hearing.

(h) By agreeing to arbitration, the Parties do not intend to deprive any court of competent jurisdiction of its jurisdiction to issue a pre-arbitral injunction or order for specific performance, pre-arbitral attachment or other order in aid of arbitration proceedings, and the Parties hereby consent to the jurisdiction of any such court for such purposes. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or to order the Parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect. The award of the arbitrators shall be final and binding on the Parties and may be presented by either of the Parties for enforcement in any court of competent jurisdiction, and the Parties hereby consent to the jurisdiction of such court solely for purposes of enforcement of this arbitration agreement and any order or award entered in an arbitration pursuant hereto.

(i) The fees of the arbitrators and the other costs of such arbitration, excluding attorneys' fees which each Party shall bear, shall be borne and paid as the arbitrators determine.

9.2 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without regard to conflict of laws principles.

9.3 Waiver. Waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision. No delay or omission by a Party in exercising or availing itself of any right, power or privilege hereunder shall preclude the later exercise of any such right, power or privilege by such Party. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the Party granting the waiver.

9.4 Force Majeure. Neither Party shall be responsible to the other for any failure or delay in performing any of its obligations under this Agreement, or for other nonperformance hereunder, if such delay or nonperformance is caused by strike, stoppage of labor, lockout or other labor trouble, fire, flood, earthquake, accident, war, act of terrorism, act of God or of the government of any country or of any local government, or by cause unavoidable or beyond the control of any Party hereto. In such event, the Party affected will use commercially reasonable efforts to resume performance of its obligations.

9.5 Notices. All notices, instructions and other communications hereunder or in connection herewith shall be in writing, shall be sent to the address of the relevant Party set forth on Exhibit B attached hereto and shall be either (a) delivered personally, (b) sent by registered or certified mail, return receipt requested, postage prepaid, (c) sent via a reputable nationwide overnight courier service, or (d) sent by facsimile transmission, with a confirmation copy to be sent by registered or certified mail, return receipt requested, postage prepaid. Any such notice, instruction or communication shall be deemed to have been delivered upon receipt if delivered by hand, three (3) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, one (1) Business Day after it is sent via a reputable nationwide overnight courier service, or when transmitted with electronic confirmation of receipt, if transmitted by facsimile (if such transmission is on a Business Day; or otherwise, on the next Business Day following such transmission). Either Party may change its address by giving notice to the other Party in the manner provided above.

9.6 Entire Agreement. This Agreement (including Exhibits), together with the IL-1 Antibody Termination Agreement, contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating to the subject matter hereof.

9.7 Amendments. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by Novartis and Regeneron.

9.8 Headings. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

9.9 Severability. If, under applicable Laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement (“**Severed Clause**”), then, it is mutually agreed that this Agreement shall endure except for the Severed Clause. The Parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such Severed Clause in light of the intent of this Agreement.

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9.10 Registration and Filing of the Agreement. To the extent, if any, that a Party concludes in good faith that it is required to file or register this Agreement or a notification or summary thereof, or to include a description of this Agreement in any filing with any Governmental Authority in accordance with applicable Laws, such Party may do so. The other Party shall promptly cooperate in such filing or notification and shall promptly execute all documents reasonably required in connection therewith. In such situation, the Party making such filing or registration (and the other Party if permitted under applicable Law) will request confidential treatment of sensitive provisions of this Agreement, except to the extent the Party making such request determines in good faith that such confidential treatment is not reasonably likely to be granted under applicable Law. The Parties shall promptly inform each other as to the activities or inquiries of any such Governmental Authority relating to this Agreement, and shall promptly cooperate to respond to any request for further information therefrom.

9.11 Assignment. Except as otherwise expressly provided herein, neither this Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except in each case to (a) an Affiliate of the assigning Party that has and will continue to have the financial resources to meet its obligations hereunder or (b) any Third Party who acquires all or substantially all of the business or assets of the assigning Party to which this Agreement relates (whether by merger, sale or assets or otherwise) or (c) in the case of Regeneron only, on a Covered Product-by-Covered Product and country-by-country basis, to any other Third Party who acquires all of Regeneron’s (or its applicable Affiliates’) interests in the applicable Covered Product in the applicable country, and in each case so long as such Affiliate or Third Party agrees in writing to be bound by the terms of this Agreement. For the avoidance of doubt, in the case of an assignment of this Agreement by Regeneron to a Third Party under Section 9.11(c), Regeneron and its Affiliates shall continue to be bound by the terms of this Agreement for all Covered Products that are not so acquired by a Third Party. Any attempted assignment in violation hereof shall be void.

9.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest and permitted assigns.

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

9.14 Third-Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party including, without limitation, any creditor of any Party hereto. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any Party hereto.

9.15 Relationship of the Parties. Each Party shall bear its own costs incurred in the performance of its obligations hereunder without charge or expense to the other except as expressly provided in this Agreement.

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9.16 Limitation of Damages. IN NO EVENT SHALL REGENERON OR NOVARTIS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) SUFFERED BY THE OTHER PARTY, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE PAID TO A THIRD PARTY AS PART OF A THIRD-PARTY CLAIM COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 8.

[Signature page follows.]

IN WITNESS WHEREOF, Novartis and Regeneron have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

NOVARTIS PHARMA AG

By /s/ Anthony Horning
 Name: Anthony H. Horning
 Title: Head, Global Alliance Management

By /s/ Baraba Levi Mager
 Name: Barbara Levi Mager
 Title: Head Legal, EGM, GEM & Row, General
 Medicine & Oncology

REGENERON PHARMACEUTICALS, INC.

By /s/ Murray Goldberg
 Name: Murray Goldberg
 Title: Senior Vice President, Finance &
 Administration, Chief Financial Officer

For the purposes of Section 2 only:

NOVARTIS PHARMACEUTICALS CORPORATION

By /s/ Siddharth Kaul
 Name: Siddharth Kaul
 Title: Vice President & CFO

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**EXHIBIT A
 SAMPLE INVOICE**

SAMPLE INVOICE

Sender's Logo

Street
 Town, Country
 Phone and Fax Nr.

Bill To:
 Regeneron Pharmaceuticals, Inc.
 [address to be inserted]

For:
 Product X Royalties 1st Quarter 20__

INVOICE

INVOICE DATE:
 __ __ 20__

INVOICE No.: XXXX

And via fax to no. +[to be inserted]

DESCRIPTION [Please specify the event for which the invoice is due]	AMOUNT (USD)
Product X royalties January – March 20__ calculated based on Regeneron provided sales & royalty report (see attached worksheet)	US\$ 000'000.00
Please remit by wire transfer within [*****] to:	
Receiving Bank -	
Swift Code -	
ABA Number -	

Credit Account -

Beneficiary -

TOTAL

000'000,00

If you have any questions concerning this invoice, contact

or e-mail to

VAT -Reg. No. XXXXXXXXXX (if applicable)

**EXHIBIT B
NOTICES**

(a) If to Novartis:

Novartis Pharma AG
P.O. Box
CH - 4002 Basel
Switzerland
Attn: Head, Business Development and Licensing
Fax: [*****]

with a copy to:

Novartis Pharma AG
P.O. Box
CH - 4002 Basel
Switzerland
Attn: Head, Legal Department
Fax: [*****]

(b) If to Regeneron:

Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, New York 10591
U.S.A.
Attention: President
Copy: General Counsel

**Certification of CEO Pursuant to
Rule 13a-14(a) under the Securities Exchange Act
of 1934, as Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Leonard S. Schleifer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Regeneron Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2009

/s/ LEONARD S. SCHLEIFER

Leonard S. Schleifer, M.D., Ph.D.

President and Chief Executive Officer

**Certification of CFO Pursuant to
Rule 13a-14(a) under the Securities Exchange Act
of 1934, as Adopted Pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Murray A. Goldberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Regeneron Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2009

/s/ MURRAY A. GOLDBERG

Murray A. Goldberg
Senior Vice President, Finance & Administration,
Chief Financial Officer, Treasurer, and
Assistant Secretary

**Certification of CEO and CFO Pursuant to
18 U.S.C. Section 1350,
As Adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report of Regeneron Pharmaceuticals, Inc. (the "Company") on Form 10-Q for the quarterly period ended June 30, 2009 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Leonard S. Schleifer, M.D., Ph.D., as Chief Executive Officer of the Company, and Murray A. Goldberg, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, to the best of his knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ LEONARD S. SCHLEIFER

Leonard S. Schleifer, M.D., Ph.D.
Chief Executive Officer
August 4, 2009

/s/ MURRAY A. GOLDBERG

Murray A. Goldberg
Chief Financial Officer
August 4, 2009
