SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

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

For the Quarterly Period ended June 30, 2005

Commission File Number 0-19311

BIOGEN IDEC INC.

(Exact name of registrant as specified in its charter)

Delaware	**33-0112644**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

14 Cambridge Center, Cambridge, MA 02142
(617) 679-2000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

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 R No £

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Securities Exchange Act of 1934):

Yes R No £

The number of shares of the registrant's Common Stock, $0.0005 par value, outstanding as of July 20, 2005, was 338,336,891 shares.

BIOGEN IDEC INC.

FORM 10-Q — Quarterly Report

For the Quarterly Period Ended June 30, 2005

TABLE OF CONTENTS

	Page
PART I — FINANCIAL INFORMATION	
Item 1. Financial Statements (unaudited)	
Condensed Consolidated Statements of Income — Three and six months ended June 30, 2005 and 2004	3
Condensed Consolidated Balance Sheets — June 30, 2005 and December 31, 2004	4
Condensed Consolidated Statements of Cash Flows — Six months ended June 30, 2005 and 2004	5
Notes to Condensed Consolidated Financial Statements	6
Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations	25
PART II — OTHER INFORMATION	
Item 1. Legal Proceedings	57
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	57
Item 4. Submission of Matters to Vote of Security Holders	58
Item 6. Exhibits	59
Ex-10.1 Purchase and Sale Agreement and Joint Escrow Instructions	
Ex-31.1 Section 302 Certification of C.E.O.	
Ex-31.2 Section 302 Certification of C.F.O.	
Ex-32.1 Section 906 Certification of C.E.O. & C.F.O.	

PART I

BIOGEN IDEC INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Revenues:				
Product	$ 398,822	$ 363,186	$ 796,406	$ 735,723
Unconsolidated joint business	184,934	151,157	345,387	285,112
Royalties	21,734	24,297	48,483	49,510
Corporate partner	144	123	3,160	10,160
Total revenues	605,634	538,763	1,193,436	1,080,505
Costs and expenses:				
Cost of product revenues	70,244	150,463	168,725	403,941
Cost of royalty revenues	849	1,266	1,976	2,555
Research and development	179,843	169,782	358,611	328,702
Selling, general and administrative	155,754	139,414	314,227	270,474
Amortization of acquired intangible assets	77,078	79,308	152,756	160,168
Loss on sale of manufacturing facility	75,565	—	75,565	—
Total costs and expenses	559,333	540,233	1,071,860	1,165,840
Income (loss) from operations	46,301	(1,470)	121,576	(85,335)
Other income (expense), net	6,051	6,413	(2,874)	18,139
Income (loss) before income tax provision	52,352	4,943	118,702	(67,196)
Income tax provision (benefit)	17,848	4,116	40,738	(26,825)
Net income (loss)	$ 34,504	$ 827	$ 77,964	$ (40,371)
Basic earnings (loss) per share	$ 0.10	$ 0.00	$ 0.23	$ (0.12)
Diluted earnings (loss) per share	$ 0.10	$ 0.00	$ 0.23	$ (0.12)
Shares used in calculating:				
Basic earnings (loss) per share	332,629	337,018	333,946	336,084
Diluted earnings (loss) per share	344,735	350,279	348,086	336,084

See accompanying notes to the condensed consolidated financial statements.

BIOGEN IDEC INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)

	June 30, 2005 (unaudited)	December 31, 2004
ASSETS		
Current assets		
Cash and cash equivalents	$ 638,400	$ 209,447
Marketable securities available-for-sale	289,053	848,495
Accounts receivable, net	254,014	278,637
Due from unconsolidated joint business	140,945	137,451
Deferred tax assets	145,006	86,880
Inventory	243,538	251,016
Other current assets	85,346	119,118
Total current assets	1,796,302	1,931,044
Marketable securities available-for-sale	873,182	1,109,624
Property and equipment, net	1,150,420	1,525,225
Intangible assets, net	3,139,315	3,292,827
Goodwill	1,151,105	1,151,105
Investments and other assets	157,828	155,933
	$ 8,268,152	$ 9,165,758
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Accounts payable	$ 66,004	$ 121,471
Deferred revenue	16,389	13,695
Taxes payable	222,803	129,350
Notes payable	—	748,430
Accrued expenses and other	235,457	247,802
Total current liabilities	540,653	1,260,748
Notes payable	42,405	101,879
Long-term deferred tax liability	882,021	921,771
Other long-term liabilities	57,259	54,959
Commitments and contingencies	—	—
Shareholders' equity		
Convertible preferred stock, par value $0.001 per share	—	—
Common stock, par value $0.0005 per share	175	173
Additional paid-in capital	8,260,548	8,184,979
Accumulated other comprehensive loss	(8,382)	(6,767)
Deferred stock-based compensation	(66,466)	(36,280)
Accumulated deficit	(793,384)	(801,094)
	7,392,491	7,341,011
Less treasury stock, at cost	646,677	514,610
Total shareholders' equity	6,745,814	6,826,401
	$ 8,268,152	$ 9,165,758

See accompanying notes to the condensed consolidated financial statements.

BIOGEN IDEC INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Six Months Ended June 30,	
	2005	2004
Cash Flows from Operating Activities		
Net Income (Loss)	$ 77,964	$ (40,371)
Adjustments to reconcile net income (loss) to net cash flows from operating activities		
Depreciation and amortization	194,933	203,342
Stock-based compensation	16,629	7,548
Non-cash interest expense and amortization of investment premium	25,010	27,485
Deferred income taxes	(99,560)	(130,199)
Tax benefit from stock options	17,569	72,600
Realized loss on sale of marketable securities available-for-sale	1,305	1,986
Write-down of inventory to net realizable value	49,612	11,879
Impact of inventory step-up	8,078	282,391
Loss on sale of manufacturing facility	75,565	—
Impairment of property, plant and equipment	6,223	—
Impairment of investments and other assets	14,588	—
Other	(1,905)	(912)
Changes in assets and liabilities, net:		
Accounts receivable	19,132	(10,756)
Due from unconsolidated joint business	(3,494)	(4,624)
Inventory	(50,212)	(30,686)
Other current and other assets	15,593	(30,973)
Accrued expenses and other current liabilities	69,644	14,473
Deferred revenue	2,694	(676)
Other long-term liabilities	2,300	2,006
Net cash flows from operating activities	441,668	374,513
Cash Flows from Investing Activities		
Purchases of marketable securities available-for-sale	(495,724)	(2,424,287)
Proceeds from sales and maturities of marketable securities available-for-sale	1,276,382	2,551,343
Acquisitions of property, plant and equipment	(156,216)	(143,763)
Proceeds from sale of manufacturing facility	408,130	—
Purchases of investments and other assets	(9,593)	—
Net cash flows from investing activities	1,022,979	(16,707)
Cash Flows from Financing Activities		
Purchase of treasury stock	(322,590)	(343,669)
Issuance of common stock for option exercises and employee stock purchase plan	—	132,941
Issuance of treasury stock for option exercises and employee stock purchase plan	64,433	38,380
Repurchase of senior notes	(746,415)	—
Change in cash overdrafts	(31,122)	(16,997)
Net cash flows from financing activities	(1,035,694)	(189,345)
Net increase in cash and cash equivalents	428,953	168,461
Cash and cash equivalents, beginning of the period	209,447	314,850
Cash and cash equivalents, end of the period	$ 638,400	$ 483,311

See accompanying notes to the condensed consolidated financial statements.

BIOGEN IDEC INC. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

Overview

Biogen Idec creates new standards of care in oncology, neurology and immunology. As a global leader in the development, manufacturing, and commercialization of novel therapies, we transform scientific discoveries into advances in human healthcare. We currently have five products:

• AVONEX® (interferon beta-1a) for the treatment of relapsing forms of multiple sclerosis, or MS.

• RITUXAN® (rituximab) and ZEVALIN® (ibritumomab tiuxetan), both of which treat certain B-cell non-Hodgkin's lymphomas, or B-cell NHLs. We collaborate with Genentech Inc., or Genentech, on the development and commercialization of RITUXAN. RITUXAN is the trade name in the United States, or U.S., Canada and Japan for the compound rituximab. MabThera is the trade name for rituximab in the European Union, or EU. In this Form 10-Q, we refer to rituximab, RITUXAN and MabThera collectively as RITUXAN, except where we have otherwise indicated.

• AMEVIVE® (alefacept) for the treatment of adult patients with moderate-to-severe chronic plaque psoriasis who are candidates for systemic therapy or phototherapy.

• TYSABRI® (natalizumab), formerly known as ANTEGREN®, which was approved by the U.S. Food and Drug Administration, or FDA, in November 2004 to treat relapsing forms of MS to reduce the frequency of clinical relapses. In February 2005, in consultation with the FDA, we and Elan Corporation plc, or Elan, voluntarily suspended the marketing and commercial distribution of TYSABRI, and informed physicians that they should suspend dosing of TYSABRI until further notification. In addition, we suspended dosing in clinical studies of TYSABRI in MS, Crohn's disease and rheumatoid arthritis, or RA. These decisions were based on reports of cases of progressive multifocal leukoencephalopathy, or PML, a rare and potentially fatal, demyelinating disease of the central nervous system in patients treated with TYSABRI in clinical studies. We and Elan are working with clinical investigators to evaluate patients treated with TYSABRI in clinical studies and are consulting with leading experts to better understand the possible risk of PML. We expect that the evaluations will be completed by the end of this summer. We and Elan have begun the process towards the re-initiation of dosing in MS clinical studies. The outcome of the safety evaluations will be used to determine, in consultation with regulatory authorities, if dosing in MS and other clinical studies will be re-initiated and the future commercial availability of the product.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of only normal recurring accruals, necessary to present fairly our financial position, results of operations and cash flows as well as that of our subsidiaries. Our accounting policies are described in the Notes to the Consolidated Financial Statements in our 2004 Annual Report on Form 10-K and updated, as necessary, in this Form 10-Q. Interim results are not necessarily indicative of the operating results for the full year or for any other subsequent interim period.

The preparation of the condensed consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Principles of Consolidation

The condensed consolidated financial statements include our financial statements and those of our wholly owned subsidiaries. All material intercompany balances and transactions have been eliminated.

Inventories

Inventories are stated at the lower of cost or market with cost determined under the first-in, first-out, or FIFO, method. Included in inventory are raw materials used in the production of pre-clinical and clinical products, which are charged to research and development expense when consumed.

The components of inventories are as follows (table in thousands):

	June 30, 2005	December 31, 2004
Raw materials	$ 58,475	$ 48,465
Work in process	131,733	157,947
Finished goods	53,330	44,604
	$ 243,538	$ 251,016

We manufactured TYSABRI during the second quarter of 2005 and completed our scheduled production of TYSABRI during July 2005. Because of the uncertain future commercial availability of TYSABRI and our inability to predict to the required degree of certainty that TYSABRI inventory will be realized in commercial sales prior to the expiration of its shelf life, we expensed $23.2 million of costs related to the manufacture of TYSABRI in the first quarter of 2005 to cost of product revenues. At the time of production, inventory was believed to be commercially salable. Beginning in the second quarter of 2005, as we are working with clinical investigators to understand the possible risks of PML, we charged the costs related to the manufacture of TYSABRI to research and development expense. As a result, in the second quarter of 2005, we expensed $19.9 million related to the manufacture of TYSABRI to research and development expense. In subsequent periods, we will continue to assess TYSABRI to determine if manufacturing costs need to continue to be expensed and whether such expenses should be charged to cost of product revenues or research and development expense in light of existing information related to the potential future commercial availability of TYSABRI and applicable accounting standards.

We periodically review our inventories for excess or obsolete inventory and write-down obsolete or otherwise unmarketable inventory to its estimated net realized value. If the actual realizable value is less than that estimated by us, or if there are any further determinations that inventory will not be marketable based on estimates of demand, additional inventory write-offs may be required. For the three and six months ended June 30, 2005, we wrote-down $8.5 million and $26.4 million, respectively, of unmarketable inventory which was charged to cost of product revenues. The write-downs for the three months ended June 30, 2005 consisted of $7.1 million for AMEVIVE, $0.7 million for AVONEX and $0.7 million for ZEVALIN. The write-downs for the six months ended June 30, 2005 consisted of the amounts written-down in the three months ended June 30, 2005 plus an additional $8.8 million for AVONEX, $7.2 million for AMEVIVE and $1.9 million for ZEVALIN, which were written-down in the three months ended March 31, 2005.

Upon approval by the FDA of a new component for the pre-filled syringe formulation of AVONEX in March 2005, we wrote-down $8.4 million of the remaining supplies of the alternative presentations of AVONEX that are no longer needed, given the recent approval. The AMEVIVE inventory and the remaining $1.1 million of AVONEX inventory that was written down in the first six months of 2005 were written-down when it was determined that the inventory failed to meet the numerous stringent quality specifications agreed upon with the FDA. The ZEVALIN inventory that was written down in the first six months of 2005 was written-down when it was determined that the inventory will not be marketable based on estimates of demand.

For the three and six months ended June 30, 2004, we wrote down $8.3 million and $11.9 million, respectively, of unmarketable inventory to cost of product revenues. The write-downs for the three months ended June 30, 2004 consisted of $3.6 million related to AVONEX and $4.7 million related of excess ZEVALIN commercial inventory that will not be marketable, based on estimates of ZEVALIN demand. The write-downs for the six months ended June 30, 2004 consisted of the amounts written-down in the three months ended June 30, 2004, plus an additional $2.1 million related to AVONEX and $1.5 million related to AMEVIVE, which were written-down in the three months ended March 31, 2004. The AVONEX and AMEVIVE inventory was written-down to net realizable value when it was determined that the inventory did not meet quality specifications.

Intangible Assets and Goodwill

In connection with the merger transaction on November 12, 2003 between Biogen, Inc. and IDEC Pharmaceuticals Corporation, or the Merger, we recorded intangible assets related to patents, trademarks, and core technology as part of the purchase price. These intangible assets were recorded at fair value, and at June 30, 2005 and December 31, 2004 are net of accumulated amortization and impairments. Intangible assets related to out-licensed patents and core technology are amortized over their estimated useful lives, ranging from 12 to 20 years, based on the greater of straight-line method or economic consumption each period. These amortization costs are included in "Amortization of acquired intangible assets" in the accompanying condensed consolidated statements of income. Intangible assets related to trademarks have indefinite lives, and as a result are not amortized, but are subject to review for impairment. We review our intangible assets for impairment periodically and whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable.

Goodwill associated with the Merger represents the difference between the purchase price and the fair value of the identifiable tangible and intangible net assets when accounted for by the purchase method of accounting. Goodwill is not amortized, but rather subject to periodic review for impairment. Goodwill is reviewed annually and whenever events or changes in circumstances indicate that the carrying amount of the goodwill might not be recoverable. As a result of the voluntary suspension of TYSABRI in February 2005, we performed an interim review for impairment of goodwill, intangibles and other long-lived assets. We believe that the fair value of our Biogen reporting unit exceeds its carrying value and therefore, we determined that goodwill was not impaired. However, should new information arise, we may need to reassess goodwill for impairment in light of the new information and we may be required to take impairment charges related to goodwill.

As of June 30, 2005 and December 31, 2004, intangible assets and goodwill, net of accumulated amortization and impairment charges, were as follows (table in thousands):

		June 30, 2005			December 31, 2004		
	Estimated Life	Historical Cost	Accumulated Amortization	Net	Historical Cost	Accumulated Amortization	Net
Out-licensed patents	12 years	$ 578,000	$ 78,672	$ 499,328	$ 578,000	$ 54,589	$ 523,411
Core/developed technology	15-20 years	2,993,000	425,942	2,567,058	2,993,000	297,269	2,695,731
Trademarks & tradenames	Indefinite	64,000	—	64,000	64,000	—	64,000
In-licensed patents	7-14 years	12,482	3,553	8,929	12,482	2,797	9,685
Total		$ 3,647,482	$ 508,167	$ 3,139,315	$ 3,647,482	$ 354,655	$ 3,292,827
Goodwill	Indefinite	$ 1,151,105	$ —	$ 1,151,105	$ 1,151,105	$ —	$ 1,151,105

Revenue Recognition and Accounts Receivable

SEC Staff Accounting Bulletin No. 101, or SAB 101, superceded in part by SAB 104, provides guidance on the recognition, presentation, and disclosure of revenue in financial statements. SAB 101 establishes the SEC's view that it is not appropriate to recognize revenue until all of the following criteria are met: persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; the seller's price to the buyer is fixed or determinable; and collectibility is reasonably assured. SAB 104 also requires that both title and the risks and rewards of ownership be transferred to the buyer before revenue can be recognized. We believe that our revenue recognition policies are in compliance with SAB 104.

Product revenue consists of sales from four of our products: AVONEX, AMEVIVE, ZEVALIN, and TYSABRI. The timing of distributor orders and shipments can cause variability in earnings. Revenues from product sales are recognized when product is shipped and title and risk of loss has passed to the customer, typically upon delivery. Revenues are recorded net of applicable allowances for returns, patient assistance, trade term discounts, Medicaid rebates, Veteran's Administration rebates, and managed care discounts and other applicable allowances. Included in our condensed consolidated balance sheets at June 30, 2005 and December 31, 2004 are allowances for returns,

rebates, discounts and other allowances which totaled $38.4 million and $33.8 million, respectively. At June 30, 2005, our allowance for product returns was $1.4 million. In the first six months of 2005, total discounts and allowances were approximately 2% of total current assets and less than 1% of total assets. We prepare our estimates for sales returns and allowances, discounts and rebates quarterly based primarily on historical experience updated for changes in facts and circumstances, as appropriate.

For the three and six months ended June 30, 2005, we recorded $54.2 million and $108.0 million, respectively, in our condensed consolidated statements of income related to sales returns and allowances, discounts, and rebates compared to $38.7 million and $77.6 million, respectively, for the comparable periods in 2004. In the three and six months ended June 30, 2005, the amount of product returns was approximately 1.0% and 2.0%, respectively, of product revenue for all our products compared to 0.9% and 1.0%, respectively, for the comparable periods in 2004. Product returns were $4.1 million and $16.1 million for the three and six months ended June 30, 2005, respectively, compared to $3.3 million and $7.2 million, respectively, to the comparable periods in 2004. The increase of product returns in the three and six months ended June 30, 2005 consisted primarily of $0.7 million and $9.7 million, respectively, due to the voluntary suspension of TYSABRI. Product returns in the first six months of 2005 included $7.3 million related to product sales made prior to 2005, of which $4.7 million was in reserves at December 31, 2004.

In January 2003, we received regulatory approval to market AMEVIVE in the U.S. In connection with the commercialization of AMEVIVE, we implemented an initiative, undertaken in cooperation with one of our distributors which provides discounts on future purchases of AMEVIVE made after a private payor has initially verified that it will cover the product but later denies the claim after appeal and where the other requirements of the initiative are met. Under this initiative, our exposure was contractually limited to 5% of the price of all AMEVIVE purchased by the distributor. As a result, we deferred recognition of revenue of 5% of AMEVIVE purchased by the distributor until such time as sufficient history of insurance reimbursement claims becomes available. As of December 31, 2004, we had approximately $2.8 million of deferred revenue related to this initiative in accrued expenses and other. Since January 2003, our experience of denials of claims after appeal and where the other requirements of the initiative have been met were substantially below the contractual limit. As a result, in the first quarter of 2005, we recognized approximately $2.8 million in AMEVIVE product revenue, which had previously been deferred.

In November 2004, we received regulatory approval in the U.S. of TYSABRI for the treatment of MS and paid a $7.0 million approval-based milestone to Elan. Upon approval, we also became obligated to provide Elan with $5.3 million in credits against reimbursement of commercialization costs. Elan can apply $1.5 million of the credits per year. The approval and credit milestones were capitalized upon approval in investments and other assets and are being amortized over the remaining patent life of approximately 15 years. The amortization of the approval and credit milestones is being recorded as a reduction of revenue. In February 2005, in consultation with the FDA, we and Elan voluntarily suspended the marketing and commercial distribution of TYSABRI, and informed physicians that they should suspend dosing of TYSABRI until further notification. We have reassessed our long-lived assets related to TYSABRI, such as intangibles and manufacturing facilities, and have determined that there are no impairments related to these assets as a result of the suspension of the marketing of TYSABRI. However, should new information arise, we may be required to take impairment charges related to certain of our long-lived assets.

Under our agreement with Elan, we manufacture TYSABRI and, in the U.S. prior to the suspension, sold TYSABRI to Elan who then distributed TYSABRI to third party distributors. Prior to the suspension, we recorded revenue when TYSABRI was shipped from Elan to third party distributors. In the first quarter of 2005, we recorded $5.9 million of net product revenues related to sales of TYSABRI to Elan that we estimate were ultimately dosed into patients. Additionally, as of March 31, 2005, we deferred $14.0 million in revenue, which has been fully paid by Elan, related to sales of TYSABRI which had not yet been shipped by Elan and remains deferred at June 30, 2005. As of March 31, 2005, and in connection with the voluntary suspension of TYSABRI, we recorded an allowance for sales returns of approximately $9.0 million, which represented our best estimate of expected returns from our customers of product we sold in the first quarter of 2005. This allowance was based on expected returns of TYSABRI. As of June 30, 2005, our estimates of returns were updated based on additional information from customers. As of June 30, 2005, our allowance for sales returns of TYSABRI were adjusted to be approximately $9.7 million, based on updated expectations for returns. This resulted in a reduction of TYSABRI revenues in the second quarter of 2005 of

approximately $0.7 million. Should our estimate of expected sales returns and allowances be materially different from actual returns, then we may be required to record adjustments, which could result in additional revenues or further reductions of revenue. As of June 30, 2005, Elan owed us $22.7 million, representing commercialization and development expenses as well as withdrawal costs incurred by us, which is included in other current assets on our condensed consolidated balance sheets.

Revenues from unconsolidated joint business consist of our share of the pretax copromotion profits generated from our copromotion arrangement with Genentech, reimbursement from Genentech of our RITUXAN-related sales force and development expenses and royalties from Genentech for sales of RITUXAN outside the U.S. by Roche and Zenyaku. Under the copromotion arrangement, all U.S. sales of RITUXAN and associated costs and expenses are recognized by Genentech and we record our share of the pretax copromotion profits on a quarterly basis, as defined in our amended and restated collaboration agreement with Genentech. Pretax copromotion profits under the copromotion arrangement are derived by taking U.S. net sales of RITUXAN to third-party customers less cost of sales, third-party royalty expenses, distribution, selling and marketing expenses and joint development expenses incurred by Genentech and us.

Under the amended and restated collaboration agreement, our current pretax copromotion profit-sharing formula, which resets annually, is as follows:

Copromotion Operating Profits	Biogen Idec's Share of Copromotion Profits
First $50 million	30%
Greater than $50 million	40%

In both 2004 and 2005, the 40% threshold was met during the first quarter. For each calendar year or portion thereof following the approval date of the first new anti-CD20 product, the pretax copromotion profit-sharing formula for RITUXAN and other anti-CD20 products sold by us and Genentech will change to the following:

Copromotion Operating Profits	New Anti-CD20 U.S. Gross Product Sales	Biogen Idec's Share of Copromotion Profits
First $50 million (1)	N/A	30%
Greater than $50 million	Until such sales exceed $150 million in any calendar year (2)	38%
	or	
	After such sales exceed $150 million in any calendar year and until such sales exceed $350 million in any calendar year (3)	35%
	or	
	After such sales exceed $350 million in any calendar year (4)	30%

(1) – not applicable in the calendar year the first new anti-CD20 product is approved if $50 million in copromotion operating profits has already been achieved in such calendar year through sales of RITUXAN.

(2) – if we are recording our share of RITUXAN copromotion profits at 40%, upon the approval date of the first new anti-CD20 product, our share of copromotion profits for RITUXAN and the new anti-CD20 product will be immediately reduced to 38% following the approval date of the first new anti-CD20 product until the $150 million new product sales level is achieved.

(3) – if $150 million in new product sales is achieved in the same calendar year the first new anti-CD20 product receives approval, then the 35% copromotion profit-sharing rate will not be effective until January 1 of the following calendar year. Once the $150 million new product sales level is achieved then our share of copromotion profits for the balance of the year and all subsequent years' (after the first $50 million in copromotion operating profits in such years) will be at 35% until the $350 million new product sales level is achieved.

(4) –if $350 million in new product sales is achieved in the same calendar year that $150 million in new product sales is achieved, then the 30% copromotion profit-sharing rate will not be effective until January 1 of the following calendar year (or January 1 of the second following calendar year if the first new anti-CD20 product receives approval and, in the same calendar year, the $150 million and $350 million new product sales levels are achieved). Once the $350 million new product sales level is achieved then our share of copromotion profits for the balance of the year and all subsequent years' will be 30%.

Currently, we record our share of expenses incurred for the development of new anti-CD20 products in research and development expense until such time as a new product is approved, at which time we will record our share of pretax copromotion profits related to the new product in revenues from unconsolidated joint business. We record our royalty revenue on sales of RITUXAN outside the U.S. on a cash basis. Under the amended and restated collaboration agreement, we will receive lower royalty revenue from Genentech on sales by Roche and Zenyaku of new anti-CD20 products, as compared to royalty revenue received on sales of RITUXAN. The royalty period with respect to all products is 11 years from the first commercial sale of such product on a country-by-country basis.

We receive royalty revenues under license agreements with a number of third parties that sell products based on technology we have developed or to which we have rights. The license agreements provide for the payment of royalties to us based on sales of the licensed product. We record these revenues based on estimates of the sales that occurred during the relevant period. The relevant period estimates of sales are based on interim data provided by licensees and analysis of historical royalties we have been paid (adjusted for any changes in facts and circumstances, as appropriate). We maintain regular communication with our licensees in order to gauge the reasonableness of our estimates. Differences between actual royalty revenues and estimated royalty revenues are reconciled and adjusted for in the period which they become known, typically the following quarter. Historically, adjustments have not been material based on actual amounts paid by licensees. There are no future performance obligations on our part under these license agreements. To the extent we do not have sufficient ability to accurately estimate revenue, we record it on a cash basis.

Research and Development Expenses

Research and development expenses consist of expenses incurred in performing research and development activities including salaries and benefits, facilities expenses, overhead expenses, clinical trial and related clinical manufacturing expenses, contract services and other outside expenses. Research and development expenses, including upfront fees and milestones paid to collaborators, are expensed as incurred. We have entered into certain research agreements in which we share expenses with our collaborator. We have entered into other collaborations where we are reimbursed for work performed on behalf of our collaborative partners. We record these expenses as research and development expenses. If the arrangement is a cost-sharing arrangement and there is a period during which we receive payments from the collaborator, we record payments by the collaborator for their share of the development effort as a reduction of research and development expense. If the arrangement is a reimbursement of research and development expenses, we record the reimbursement as corporate partner revenue.

We manufactured TYSABRI during the second quarter of 2005 and completed our scheduled production of TYSABRI during July 2005. Because of the uncertain future commercial availability of TYSABRI and our inability to predict with the required degree of certainty that TYSABRI inventory will be realized in commercial sales prior to the expiration of its shelf life, we expensed $23.2 million of costs related to the manufacture of TYSABRI in the first quarter of 2005 to cost of product revenues. At the time of production, the inventory was believed to be commercially salable. Beginning in the second quarter of 2005, we charged the costs related to the manufacture of TYSABRI to research and development expense. As a result, in the second quarter of 2005, we expensed $19.9 million related to the manufacture of TYSABRI to research and development expense. In subsequent periods, we will continue to assess TYSABRI to determine if it needs to continue to be expensed and whether such expenses should be charged to cost of product revenues or research and development expense in light of existing information related to the potential future commercial availability of TYSABRI and applicable accounting standards.

Reclassification

Certain reclassifications of prior year amounts have been made to conform to current year presentation.

Accounting for Stock-Based Compensation

We have several stock-based compensation plans. We apply APB Opinion No. 25 "Accounting for Stock Issued to Employees" in accounting for our plans and apply Statement of Financial Accounting Standards No. 123 "Accounting for Stock Issued to Employees," or SFAS 123, as amended by Statement of Financial Accounting Standards No. 148 "Accounting for Stock-Based Compensation — Transition and Disclosure," or SFAS 148, for disclosure purposes only. The SFAS 123 disclosures include pro forma net income and earnings per share as if the fair value-based method of accounting had been used. Stock-based compensation issued to non-employees is accounted for in accordance with SFAS 123 and related interpretations.

If compensation cost for awards issued in the three and six months ended June 30, 2005 and 2004 under the stock-based compensation plans, including costs related to prior years' awards, had been determined based on SFAS 123 as amended by SFAS 148, our pro forma net income (loss), and pro forma earnings (loss) per share for the three and six months ended June 30, would have been as follows (table in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Reported net income (loss)	$ 34,504	$ 827	$ 77,964	$ (40,371)
Stock-based compensation included in net income (loss)	5,442	2,822	11,306	4,604
Pro forma stock compensation expense	(21,232)	(12,724)	(43,585)	(23,986)
Pro forma net income (loss)	$ 18,714	$ (9,075)	$ 45,685	$ (59,753)
Reported basic earnings (loss) per share	$ 0.10	$ 0.00	$ 0.23	$ (0.12)
Pro forma basic earnings (loss) per share	$ 0.06	$ (0.03)	$ 0.14	$ (0.18)
Reported diluted earnings (loss) per share	$ 0.10	$ 0.00	$ 0.23	$ (0.12)
Pro forma diluted earnings (loss) per share	$ 0.06	$ (0.03)	$ 0.13	$ (0.18)

The fair value of each option granted under our stock-based compensation plans and each purchase right granted under our employee stock purchase plan is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted average assumptions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Expected dividend yield	0%	0%	0%	0%
Expected stock price volatility	35%	35%	35%	44%
Risk-free interest rate	3.7%	3.8%	4.1%	3.4%
Expected option life in years	5.4	5.4	5.4	5.4

The effects of applying SFAS 123 in this pro forma disclosure are not indicative of future amounts. SFAS 123 did not apply to awards prior to 1995, and additional awards in future years are anticipated. Additionally, in December 2004, the Financial Accounting Standards Board (FASB) issued SFAS 123(R), "Share-Based Payments," which replaces FASB Statement No. 123 and supersedes APB Opinion No. 25. SFAS 123(R) will require all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. In April 2005, the SEC issued a rule amending the compliance date which allows companies to implement SFAS 123(R) at the beginning of their next fiscal year, instead of the next reporting period, that begins after June 15, 2005. As a result, we will implement SFAS 123(R) in the reporting period starting January 1, 2006. See "Note 18 — New Accounting Pronouncements" for a more complete description of this new accounting guidance and the potential impact it will have on our financial statements.

2. Financial Instruments

Statement of Financial Accounting Standards No. 133, "Accounting for Derivative Instruments and Hedging Activities," or SFAS 133, requires that all derivatives be recognized on the balance sheet at their fair value. Changes in the fair value of derivatives are recorded each period in current earnings or other comprehensive income, depending on whether a derivative is designated as part of a hedge transaction and, if it is, the type of hedge transaction. We assess, both at their inception and on an on-going basis, whether the derivatives that are used in

hedging transactions are highly effective in offsetting the changes in cash flows of hedged items. We also assess hedge ineffectiveness on a quarterly basis and record the gain or loss related to the ineffective portion to current earnings to the extent significant. If we determine that a forecasted transaction is no longer probable of occurring, we discontinue hedge accounting for the affected portion of the hedge instrument, and any related unrealized gain or loss on the contract is recognized in current earnings.

We have foreign currency forward contracts to hedge specific forecasted transactions denominated in foreign currencies. All foreign currency forward contracts have durations of ninety days to six months. These contracts have been designated as cash flow hedges and accordingly, to the extent effective, any unrealized gains or losses on these foreign currency forward contracts are reported in other comprehensive income. Realized gains and losses for the effective portion are recognized with the underlying hedge transaction. The notional settlement amount of the foreign currency forward contracts outstanding at June 30, 2005 was approximately $98.9 million. These contracts had a fair value of $1.1 million, representing an unrealized gain, and were included in other current assets at June 30, 2005. The notional settlement amount of the foreign currency forward contracts outstanding at December 31, 2004 was approximately $164.3 million. These contracts had a fair value of $18.1 million, representing an unrealized loss, and were included in other current liabilities at December 31, 2004.

For the three and six months ended June 30, 2005, we recognized $1.0 million of gains in earnings due to hedge ineffectiveness and no significant amounts as a result of the discontinuance of cash flow hedge accounting because it was no longer probable that the hedge forecasted transaction would occur. For the three and six months ended June 30, 2004, there were no significant amounts recognized in earnings due to hedge ineffectiveness or as a result of the discontinuance of cash flow hedge accounting because it was no longer probable that the hedge forecasted transaction would occur. We recognized approximately $0.4 million and $2.2 million of losses in product revenue for the settlement of certain effective cash flow hedge instruments for the three and six months ended June 30, 2005, respectively, as compared to approximately $0.2 million and $1.1 million of losses for the three and six months ended June 30, 2004, respectively. We recognized approximately $0.1 million and $0.3 million of losses in royalty revenue for the settlement of certain effective cash flow hedge instruments for the three and six months ended June 30, 2005, respectively, as compared to $0.1 million of gains and $0.1 million of losses for the three and six months ended June 30, 2004, respectively. These settlements were recorded in the same period as the related forecasted transactions affecting earnings.

3. Comprehensive Income (Loss)

Comprehensive income (loss) consists of net income (loss) and other comprehensive income. Other comprehensive income includes certain changes in equity that are excluded from net income (loss), such as translation adjustments and unrealized holding gains and losses on available-for-sale marketable securities and certain derivative instruments, net of tax. Comprehensive income (loss) for the three months ended June 30, 2005 and 2004 was $35.5 million and $(24.6) million, respectively. Comprehensive income (loss) for the six months ended June 30, 2005 and 2004 was $76.3 million and $(57.6) million, respectively.

4. Earnings (Loss) per Share

We calculate earnings (loss) per share in accordance with Statement of Financial Accounting Standards No. 128, “Earnings per Share,” or SFAS 128, and EITF 03-06, “Participating Securities and the Two-Class Method Under SFAS 128.” SFAS 128 and EITF 03-06 together require the presentation of “basic” earnings (loss) per share and “diluted” earnings (loss) per share. Basic earnings (loss) per share is computed using the two-class method. Under the two-class method, undistributed net income is allocated to common stock and participating securities based on their respective rights to share in dividends. We have determined that our preferred shares meet the definition of participating securities, and have allocated a portion of net income to our preferred shares on a pro rata basis. Net income allocated to preferred shares is excluded from the calculation of basic earnings (loss) per share. For basic earnings (loss) per share, net income (loss) available to holders of common stock is divided by the weighted average number of shares of common stock outstanding. For purposes of calculating diluted earnings (loss) per share, net income is adjusted for the after-tax amount of interest associated with convertible debt and net income allocable to preferred shares, and the denominator includes both the weighted average number of shares of common stock outstanding and the number of dilutive common stock equivalents such as stock options and other convertible securities, to the extent they are dilutive.

Basic and diluted earnings (loss) per share are calculated as follows (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Numerator:				
Net income (loss)	$ 34,504	$ 827	$ 77,964	$ (40,371)
Adjustment for net income allocable to preferred stock	51	1	115	—
Net income (loss) used in calculating basic earnings (loss) per share	34,453	826	77,849	(40,371)
Adjustment for interest, net of tax	519	—	1,053	—
Add back net income allocable to preferred stock	—	1	—	—
Net income (loss) used in calculating diluted earnings (loss) per share	$ 34,972	$ 827	$ 78,902	$ (40,371)
Denominator:				
Weighted average number of common shares outstanding	332,629	337,018	333,946	336,084
Effect of dilutive securities:				
Stock options	2,282	11,582	4,124	—
Restricted stock awards	1,871	1,186	1,674	—
Convertible preferred stock	—	493	—	—
Convertible promissory notes due 2019	7,953	—	8,342	—
Dilutive potential common shares	12,106	13,261	14,140	—
Shares used in calculating diluted earnings (loss) per share	344,735	350,279	348,086	336,084

The following amounts were not included in the calculation of net income (loss) per share because their effects were anti-dilutive (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Numerator:				
Net income allocable to preferred shares	$ 51	$ —	$ 115	$ —
Adjustment for interest, net of tax	1,397	2,297	5,409	4,861
Total	$ 1,448	$ 2,297	$ 5,524	$ 4,861
Denominator:				
Stock options	26,774	3,473	16,355	17,187
Restricted stock awards	—	—	—	961
Convertible preferred stock	493	—	493	493
Convertible promissory notes due 2019	—	11,101	—	12,092
Convertible promissory notes due 2032	2,810	8,661	5,719	8,661
Total	30,077	23,235	22,567	39,394

5. Collaborations

In June 2004, we entered into a collaborative research and development agreement with Vernalis plc, or Vernalis, aimed at advancing research into Vernalis' adenosine A2A receptor antagonist program, which targets Parkinson's disease and other central nervous system disorders. Under the agreement, we receive exclusive worldwide rights to develop and commercialize Vernalis' lead compound, V2006. We paid Vernalis an initial license fee of $10.0 million in July 2004, which was recorded in research and development expenses in the second quarter of 2004. Terms of the collaborative agreement require us to make milestone payments upon the achievement of certain program objectives and pay royalties on future sales, if any, of commercial products resulting from the collaboration. In June 2004, we made an investment of $5.5 million through subscription for approximately 6.2 million new Vernalis common shares. In March 2005, we purchased approximately 1.4 million additional shares under a qualified offering for $1.8 million, which fully satisfies our investment obligation under the collaboration agreement. We now hold a total of approximately 7.6 million shares representing 3.81% of Vernalis' total shares outstanding. Our investment in Vernalis is included in investments and other assets.

6. Notes Payable

Our notes payable are as follows (table in thousands):

	June 30, 2005	December 31, 2004
Current liabilities:		
30-year senior convertible promissory notes, due 2032 at 1.75%	$ —	$ 748,430
	$ —	$ 748,430
Long-term liabilities:		
20-year subordinated convertible promissory notes, due 2019 at 5.5%	$ 36,033	$ 101,879
30-year senior convertible promissory notes, due 2032 at 1.75%	6,372	—
	$ 42,405	$ 101,879

In April and May 2002, we issued 30-year senior convertible promissory notes, or senior notes, for gross proceeds of approximately $714.4 million, or $696.0 million net of underwriting commissions and expenses of $18.4 million. The senior notes are zero coupon and were priced with a yield to maturity of 1.75% annually. On April 29, 2005 holders of 99.2% of the outstanding senior notes exercised their right under the indenture governing the senior notes to require us to repurchase their senior notes. On May 2, 2005, we paid $746.4 million in cash to repurchase those senior notes with an aggregate principal amount at maturity of approximately $1.2 billion. The purchase price for the senior notes paid by the Company was $624.73 in cash per $1,000 principal amount at maturity, and was based on the requirements of the indenture and the senior notes. Neither a gain nor a loss resulted from this transaction. Additionally, we will be required to make a cash payment in 2005 of approximately $56 million for the payment of tax for which deferred tax liabilities had been previously established related to additional deductible interest expense. Following the repurchase, $6.4 million ($10.2 million principal amount at maturity) of senior notes remain outstanding.

In February 1999, we raised through the issuance of our subordinated notes, approximately $112.7 million, net of underwriting commissions and expenses of $3.9 million. The subordinated notes were priced with a yield to maturity of 5.5% annually. Upon maturity, the subordinated notes issued in February 1999 would have had an aggregate principal face value of $345.0 million. As of June 30, 2005, our remaining indebtedness under the subordinated notes was approximately $75.4 million at maturity, due to conversion of subordinated notes into common stock. Each $1,000 aggregate principal face value subordinated note is convertible at the holders' option at any time through maturity into 40.404 shares of our common stock at an initial conversion price of $8.36 per share. In the first six months of 2005, holders of subordinated notes with a face value of approximately $143.8 million elected to convert their subordinated notes to approximately 5.8 million shares of our common stock. Additionally, the holders of the subordinated notes may require us to purchase the subordinated notes on February 16, 2009 or 2014 at a price equal to the issue price plus the accrued original issue discount to the date of purchase, with us having the option to repay the subordinated notes plus accrued original issue discount in cash, common stock or a combination of cash and stock. We have the right to redeem at a price equal to the issue price plus the accrued original issue discount to the date of redemption all or a portion of the subordinated notes for cash at any time.

7. Other Income (Expense), Net

Total other income (expense), net consists of the following (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Interest income	$ 12,401	$ 14,937	$ 28,106	$ 29,264
Interest expense	(2,849)	(3,452)	(9,760)	(7,262)
Other expense	(3,501)	(5,072)	(21,220)	(3,863)
Total other income (expense), net	$ 6,051	$ 6,413	$ (2,874)	$ 18,139

Other expense for the three months ended June 30, 2005 consists primarily of $5.1 million of foreign exchange remeasurement losses offset by $1.0 million of gains related to hedge ineffectiveness.

Other expense for the six months ended June 30, 2005 consists primarily of $12.3 million of expenses related to the impairment of certain marketable securities that were determined to be impaired on an other-than-temporary basis, $7.5 million of foreign exchange remeasurement losses, $2.3 million of loan impairments, and $1.3 million of realized losses on sales of marketable securities offset by $1.0 million of gains related to hedge ineffectiveness.

Other expense for the three and six months ended June 30, 2004 consists primarily of realized losses on sales of our marketable securities available-for-sale.

8. Income Taxes

Our effective tax rate for the three and six months ended June 30, 2005 was 34.1% and 34.3%, respectively, compared to 42.9% and 39.9%, respectively, for the comparable periods in 2004. Our effective tax rate for the three and six months ended June 30, 2005 was lower than the normal statutory rate primarily due to the effect of lower income tax rates (less than the 35% U.S. statutory corporate rate) in certain non-U.S. jurisdictions in which we operate, tax credits allowed for research and experimentation expenditures in the U.S., and the new domestic manufacturing deduction, offset by acquisition-related intangible amortization arising from purchase accounting related to foreign jurisdictions. Our effective tax rate for the three and six months ended June 30, 2004 was higher than the normal statutory rate primarily due to the acquisition-related intangible amortization expenses and inventory fair value adjustments arising from purchase accounting related to foreign jurisdictions. We have tax credit carryforwards for federal and state income tax purposes available to offset future taxable income. The utilization of our tax credits may be subject to an annual limitation under the Internal Revenue Code due to a cumulative change of ownership of more than 50% in prior years. However, we anticipate that this annual limitation will result only in a modest delay in the utilization of such tax credits.

On October 22, 2004, the American Jobs Creation Act of 2004, or the Act, was signed into law. The Act creates a temporary incentive for U.S. multinationals to repatriate accumulated income earned outside the U.S. at an effective tax rate that could be as low as 5.25%. On December 21, 2004, the FASB issued FASB staff position 109-2, “Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004”, or FSP 109-2. FSP 109-2 allows companies additional time to evaluate the effect of the law on whether unrepatriated foreign earnings continue to qualify for SFAS 109’s exception to recognizing deferred tax liabilities and require explanatory disclosures from those who need the additional time. Through June 30, 2005, we have not recognized deferred taxes on foreign earnings because such earnings were, and continue to be, indefinitely reinvested outside the U.S. Whether we will ultimately take advantage of this temporary tax incentive depends on a number of factors including reviewing future Congressional or other Governmental guidance with respect to certain aspects of the new legislation that require clarification before an informed decision can be made. Until such clarification is received, we will continue our plan and intention to indefinitely reinvest accumulated earnings of our foreign subsidiaries. If we decide to avail ourselves of this temporary tax incentive, up to $500 million could be repatriated under the Act, and we could incur a one-time tax charge to our consolidated results of operations of up to approximately $32 million.

The Act also provides a deduction for domestic manufacturing. We estimate that the deduction will reduce our effective tax rate by approximately 1.13% for the current year and by a higher amount in future years, as the deduction is fully phased-in.

9. Unconsolidated Joint Business Arrangement

Revenues from unconsolidated joint business arrangement consist of the following (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Copromotion profits	$ 133,718	$ 119,719	$ 256,833	$ 220,859
Reimbursement of selling and development expenses	12,074	3,266	24,950	9,903
Royalty revenue on sales of RITUXAN outside the U.S.	39,142	28,172	63,604	54,350
	$ 184,934	$ 151,157	$ 345,387	$ 285,112

We received royalties on sales of RITUXAN outside of the U.S. of $39.1 million and $63.6 million for the three and six months ended June 30, 2005, respectively, as compared to $28.2 million and $54.4 million for the three and six months ended June 30, 2004, respectively, which we include under “Unconsolidated joint business” in our condensed consolidated statements of income. Our royalty revenue on sales of RITUXAN outside the U.S. is based on Roche and Zenyaku’s net sales to third-party customers and is recorded on a cash basis. Royalty revenues from sales of RITUXAN outside the U.S. increased approximately $20.6 million, but were offset in the six months ended June 30, 2005 by an $11.3 million royalty credit claimed by Genentech.

Under the amended and restated collaboration agreement, we will receive lower royalty revenue from Genentech on sales by Roche and Zenyaku of new anti-CD20 products, as compared to royalty revenue received on sales of RITUXAN. The royalty period with respect to all products is 11 years from the first commercial sale of such product on a country-by-country basis.

10. Litigation

On March 2, 2005, we, along with William H. Rastetter, our Executive Chairman, and James C. Mullen, our Chief Executive Officer, were named as defendants in a purported class action lawsuit, captioned Brown v. Biogen Idec Inc., et al., filed in the U.S. District Court for the District of Massachusetts. The complaint alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The action is purportedly brought on behalf of all purchasers of our publicly-traded securities between February 18, 2004 and February 25, 2005. The plaintiff alleges that the defendants made materially false and misleading statements regarding potentially serious side effects of TYSABRI in order to gain accelerated approval from the FDA for the product’s distribution and sale. The plaintiff alleges that these materially false and misleading statements harmed the purported class by artificially inflating our stock price during the purported class period and that company insiders benefited personally from the inflated price by selling our stock. The plaintiff seeks unspecified damages, as well as interest, costs and attorneys’ fees. Substantially similar actions, captioned Grill v. Biogen Idec Inc., et al. and Lobel v. Biogen Idec Inc., et al., were filed on March 10, 2005 and April 21, 2005 in the same court by other purported class representatives. By court orders dated April 6, 2005 and May 27, 2005, defendants are not required to respond to the complaints until at least 35 days after the later of (a) the Court’s selection of a lead plaintiff pursuant to the Private Securities Litigation Reform Act or (b) the date on which a consolidated amended complaint, if any, is served upon the defendants. On May 2, 2005, four motions were filed to consolidate the actions, to appoint lead plaintiffs and to approve the selection of lead counsel. The Court has not yet ruled on those motions. We believe that the actions are without merit and intend to contest them vigorously. At this stage of litigation, we cannot make any estimate of a potential loss or range of loss.

On March 4, 2005, a purported shareholder derivative action, captioned Halpern v. Rastetter, et al. (“Halpern”), was filed in the Court of Chancery for the State of Delaware, in New Castle County, on our behalf, against us as nominal defendant, our Board of Directors and our former general counsel. The plaintiff derivatively claims breaches of fiduciary duty by our Board of Directors for inadequate oversight of our policies, practices, controls and assets, and for recklessly awarding executive bonuses despite alleged awareness of potentially serious side effects of TYSABRI and the potential for related harm to our financial position. The plaintiff also derivatively claims that our Executive Chairman, former general counsel and a director misappropriated confidential company information for personal profit by selling our stock while in possession of material, non-public information regarding the potentially serious side effects of TYSABRI, and alleges that our Board of Directors did not ensure that appropriate policies were in place regarding the control of confidential information and personal trading in our securities by officers and directors. The plaintiff seeks unspecified damages, profits, the return of all bonuses paid by us, costs and attorneys’

fees. A substantially similar action, captioned Golaine v. Rastetter, et al. ("Golaine"), was filed on March 14, 2005 in the same court. Neither of the plaintiffs made presuit demand on our Board of Directors prior to filing their respective actions. We filed an Answer and Affirmative Defenses in Halpern on March 31, 2005 and our Board of Directors filed an Answer and Affirmative Defenses on April 11, 2005, which was amended as of April 12, 2005. By court order dated April 14, 2005, Halpern and Golaine were consolidated, captioned In re Biogen Idec Inc. Derivative Litigation (the "Delaware Action") and the Halpern complaint was deemed the operative complaint in the Delaware Action. On May 19, 2005, we and our Board of Directors filed a motion seeking judgment on the pleadings, and briefing on that motion has not concluded. Oral argument is scheduled for September 14, 2005. The consolidated action does not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On March 9, 2005, two additional purported shareholder derivative actions, captioned Carmona v. Mullen, et al. ("Carmona") and Fink v. Mullen, et al. ("Fink"), were brought in the Superior Court of the State of California, County of San Diego, on our behalf, against us as nominal defendant, our Board of Directors and our chief financial officer. The plaintiffs derivatively claim breach of fiduciary duties, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment against all defendants. The plaintiffs also derivatively claim insider selling in violation of California Corporations Code § 25402 and breach of fiduciary duty and misappropriation of information against certain defendants who sold our securities during the period of February 18, 2004 to the date of the complaints. The plaintiffs allege that the defendants caused and/or allowed us to issue, and conspired, aided and abetted and acted in concert in concealing that we were issuing, false and misleading press releases about the safety of TYSABRI and its financial prospects which resulted in legal claims being asserted against us, irreparable harm to our corporate image, depression of our stock price and impairment of our ability to raise capital. The plaintiffs also allege that certain defendants sold personally owned shares of our stock while in possession of material, undisclosed, adverse information. The plaintiffs seek unspecified damages, treble damages for the purported insider trading in violation of California Corporate Code § 25402, equitable relief including restriction of the defendants' trading proceeds or other assets, restitution, disgorgement and costs, including attorneys' fees and expenses. Neither of the plaintiffs made presuit demand on the Board of Directors prior to filing their respective actions. On April 11, 2005, all defendants filed a Motion To Stay Proceedings in both Carmona and Fink, which the plaintiffs' opposed, pending resolution of the Delaware Action. On May 11, 2005, the Court consolidated the Carmona and Fink cases. On May 27, 2005, the Court granted defendants' Motion to Stay. These purported derivative actions do not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On June 20, 2005, a purported class action, captioned Wayne v. Biogen Idec Inc. and Elan Pharmaceutical Management Corp., was filed in the U.S. District Court for the Northern District of California. The complaint purports to assert claims for strict product liability, medical monitoring and concert of action arising out of the manufacture, marketing, distribution and sale of TYSABRI. The action is purportedly brought on behalf of all persons in the U.S. who have had infusions of TYSABRI and who have not been diagnosed with any medical conditions resulting from TYSABRI use. The plaintiff alleges that defendants, acting individually and in concert, failed to warn the public about purportedly known risks related to TYSABRI use. The plaintiff seeks to recover the cost of periodic medical examinations, restitution, interest, compensatory and punitive damages, and attorneys' fees. We believe that the action is without merit and intend to contest it vigorously. At this stage of litigation, we cannot make any estimate of a potential loss or range of loss.

Our Board of Directors has received letters, dated March 1, 2005, March 15, 2005 and May 23, 2005, respectively, on behalf of purported owners of our securities purportedly constituting demands under Delaware law. A supplement to the March 1 letter was received on March 2, 2005. The letters generally allege that certain of our officers and directors breached their fiduciary duty to us by selling personally held shares our securities while in possession of material, non-public information about potential serious side effects of TYSABRI. The letters generally request that our Board of Directors take action on our behalf to recover compensation and profits from the officers and directors, consider enhanced corporate governance controls related to the sales of securities by insiders, and pursue other such equitable relief, damages, and other remedies as may be appropriate. A special litigation committee of our Board of Directors has been formed, and, with the assistance of independent outside counsel, is currently considering the letters and will respond in a time and manner consistent with Delaware law. Nevertheless, on June 23, 2005, one of the purported shareholders who made demand, and was aware of the formation of a special litigation committee to investigate the assertions in the demands, apparently filed a purported derivative action (which has not yet been served), in the Middlesex Superior Court for the Commonwealth of Massachusetts, on our

behalf, against us as nominal defendant, our former general counsel, a member of our Board of Directors and our Executive Chairman. The plaintiff derivatively claims that our Executive Chairman, former general counsel and the director defendant misappropriated confidential company information for personal profit by selling our stock while in possession of material, non-public information regarding the potentially serious side effects of TYSABRI. The plaintiff seeks disgorgement of profits, costs and attorneys' fees. The action does not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On April 21, 2005, we received a formal order of investigation from the Boston District Office of the SEC. The SEC is investigating whether any violations of the federal securities laws occurred in connection with the suspension of marketing and commercial distribution of TYSABRI. We continue to cooperate fully with the SEC in this investigation. We are unable to predict the outcome of this investigation or the timing of its resolution at this time.

On June 9, 2005, we, along with numerous other companies, received a request for information from the U.S. Senate Committee on Finance (the "Committee") concerning the Committee's review of issues relating to the Medicare and Medicaid programs' coverage of prescription drug benefits. We are cooperating fully with the Committee's information request. We are unable to predict the outcome of this review or the timing of its resolution at this time.

On July 20, 2005, a products liability action captioned Walter Smith, as Personal Representative of the Estate of Anita Smith, decedent, and Walter Smith, individually v. Biogen Idec Inc. and Elan Corp., PLC, was commenced in the Superior Court of the Commonwealth of Massachusetts, Middlesex County. The complaint purports to assert statutory wrongful death claims based on negligence, agency principles, fraud, breach of warranties, loss of consortium, conscious pain and suffering, and unfair and deceptive trade practices in violation of Mass. G.L., c. 93A. The complaint alleges that Anita Smith, a participant in a TYSABRI clinical trial, died as a result of PML caused by TYSABRI and that the defendants, individually and jointly, prematurely used TYSABRI in a clinical trial, failed to adequately design the clinical trial, failed to adequately monitor patients participating in the clinical trial, and failed to adequately address and warn of the risks of PML, immunosuppression and risks associated with the pharmacokinetics of TYSABRI when used in combination with AVONEX. The plaintiff seeks compensatory, punitive and multiple damages as well as interest, costs and attorneys' fees. We believe that the action is without merit and intend to contest it vigorously. At this stage of the litigation, we cannot make any estimate of a potential range of loss.

On October 4, 2004, Genentech, Inc. received a subpoena from the U.S. Department of Justice requesting documents related to the promotion of RITUXAN. We market RITUXAN in the U.S. in collaboration with Genentech. Genentech has disclosed that it is cooperating with the associated investigation, which they disclosed that they have been advised is both civil and criminal in nature. The potential outcome of this matter and its impact on us cannot be determined at this time.

On July 15, 2003, Biogen, Inc. (now Biogen Idec MA, Inc., one of our wholly-owned subsidiaries), along with Genzyme Corporation and Abbott Bioresearch Center, Inc., filed suit against The Trustees of Columbia University in the City of New York, or Columbia, in the U.S. District Court for the District of Massachusetts, contending that we no longer have any obligation to pay royalties to Columbia on sales of our products under a 1993 license agreement between us and Columbia related to U.S. Patent Nos. 4,399,216, 4,634,665, and 5,179,017, also referred to as the Original Patents, or under a newly issued patent, U.S. Patent No. 6,455,275, also referred to as the '275 patent (the 2003 action). Based, in part, on the court's subsequent finding that we had made a strong showing that we might prevail in proving the '275 patent is invalid under the doctrine of non-statutory double patenting, Columbia has since covenanted not to sue Biogen Idec MA, Inc. on any claim of the '275 patent and any claim that is the same or substantially the same as the claims of the '275 patent if such claim(s) emerge from the reexamination or reissue proceedings currently pending before the U.S. Patent and Trademark Office, or USPTO, with respect to the '275 patent. As a result of Columbia's covenant not to sue, and Columbia's assertion that Biogen Idec MA, Inc. is a licensee in good standing, the court issued an order on November 5, 2004, in which it dismissed Biogen Idec MA Inc.'s claims for declaratory relief for lack of subject matter jurisdiction. At this time, we are unable to predict whether any claims will issue from the USPTO on the reexamination or reissue proceedings concerning the '275 patent, or whether, if any claims do issue, such claims will pose a risk of infringement with respect to our activities.

On September 17, 2004, Biogen Idec Inc., Biogen Idec MA, Inc., and Genzyme Corporation, filed suit against Columbia in the U.S. District Court for the District of Massachusetts (the 2004 action). In the 2004 action we reasserted some of the contentions made in our complaint in the action filed in 2003 action. For example, that we are seeking a declaratory judgment that we have no obligation to pay any further royalties under the license agreement because the Original Patents have expired and the '275 patent is invalid and unenforceable; and that Columbia should be permanently enjoined from demanding any further royalties based on the '275 patent or on any pending continuations, continuations-in-part, or divisional applications of the Original Patents. We have also asserted claims for relief based on abuse of process, breach of contract, violation of Massachusetts laws concerning unfair and deceptive trade practices, prosecution laches and inequitable conduct. To date, Columbia has refused to extend its covenant not to sue on the '275 patent to Biogen Idec Inc. In the event that we are unsuccessful in the present litigation and Columbia asserts a claim for infringement against Biogen Idec Inc., we may be liable for damages suffered by Columbia with respect to unpaid royalties and such other relief as Columbia may seek and be granted by the Court. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

On August 10, 2004, Classen Immunotherapies, Inc. filed suit against us, GlaxoSmithKline, Chiron Corporation, Merck & Co., Inc., and Kaiser-Permanente, Inc., in the U.S. District Court for the District of Maryland, contending that we induced infringement of U.S. patents 6,420,139, 6,638,739, 5,728,385, and 5,723,283, all of which are directed to various methods of immunization or determination of immunization schedules. The inducement of infringement claims are based on allegations that we "provided instructions and/or recommendations on a proper immunization schedule for vaccines" to other defendants who are alleged to have directly infringed the patents at issue. We are investigating the allegations, however, we do not believe them to be based in fact. Under our 1988 license agreement with GlaxoSmithKline, GlaxoSmithKline is obligated to indemnify and defend us against these claims. In the event that the nature of the claims change such that GlaxoSmithKline is no longer obligated to indemnify and defend us and we are unsuccessful in the present litigation we may be liable for damages suffered by Classen and such other relief as Classen may seek and be granted by the court. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

Along with several other major pharmaceutical and biotechnology companies, Biogen, Inc. (now Biogen Idec MA, Inc., one of our wholly-owned subsidiaries) or, in certain cases, Biogen Idec Inc., was named as a defendant in lawsuits filed by the City of New York and the following Counties of the State of New York: County of Albany, County of Allegany, County of Broome, County of Cattaraugus, County of Cayuga, County of Chautauqua, County of Chenango, County of Erie, County of Fulton, County of Genesee, County of Greene, County of Herkimer, County of Jefferson, County of Madison, County of Monroe, County of Nassau, County of Niagara, County of Oneida, County of Onondaga, County of Putnam, County of Rensselaer, County of Rockland, County of St. Lawrence, County of Saratoga, County of Steuben, County of Suffolk, County of Tompkins, County of Warren, County of Washington, County of Wayne, County of Westchester, and County of Yates. All of the cases, except for the County of Erie and County of Nassau cases, are the subject of a Consolidated Complaint, which was filed on June 15, 2005 in U.S. District Court for the District of Massachusetts in Multi-District Litigation No. 1456. The County of Nassau, which originally filed its complaint on November 24, 2004, filed an amended complaint on March 24, 2005 and that case is also pending in the U.S. District Court for the District of Massachusetts. The County of Erie originally filed its complaint in Supreme Court of the State of New York on March 8, 2005. On April 15, 2005, Biogen Idec and the other named defendants removed the case to the U.S. District Court for the Western District of New York. That case has been stayed pending a decision by the Joint Panel on Multi-District Litigation (JPMDL) regarding transfer to the U.S. District Court for the District of Massachusetts. On May 12, 2005, the JPMDL issued a Conditional Transfer Order, transferring the case to the U.S. District Court for the District of Massachusetts. The County of Erie filed a motion to vacate the Conditional Transfer Order on June 7, 2005. Biogen Idec, together with other named defendants, filed an opposition to the motion to vacate shortly thereafter. The motion to vacate is currently pending before the JPMDL.

All of the complaints allege that the defendants fraudulently reported the Average Wholesale Price for certain drugs for which Medicaid provides reimbursement, also referred to as Covered Drugs; marketed and promoted the sale of Covered Drugs to providers based on the providers' ability to collect inflated payments from the government and Medicaid beneficiaries that exceeded payments possible for competing drugs; provided financing incentives to providers to over-prescribe Covered Drugs or to prescribe Covered Drugs in place of competing drugs; and overcharged Medicaid for illegally inflated Covered Drugs reimbursements. The complaints allege violations of New York state law and advance common law claims for unfair trade practices, fraud, and unjust enrichment. In

addition, all of the complaints, with the exception of the County of Erie complaint, allege that the defendants failed to accurately report the "best price" on the Covered Drugs to the Secretary of Health and Human Services pursuant to rebate agreements entered into with the Secretary of Health and Human Services, and excluded from their reporting certain drugs offered at discounts and other rebates that would have reduced the "best price." On April 8, 2005, the court dismissed similar claims, which were brought by Suffolk County against Biogen Idec and eighteen other defendants in a complaint filed on August 1, 2003. The court held that Suffolk County's documentation was insufficient to plead allegations of fraud. Neither Biogen Idec nor the other defendants have answered or responded to the complaints that are currently pending in the U.S. District Court for the District of Massachusetts, as all of the plaintiffs have agreed to stay the time to respond until a case management order and briefing schedule have been approved by the Court. Biogen Idec intends to defend itself vigorously against all of the allegations and claims in these lawsuits. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

In addition, we are involved in certain other legal proceedings generally incidental to our normal business activities. While the outcome of any of these proceedings cannot be accurately predicted, we do not believe the ultimate resolution of any of these existing matters would have a material adverse effect on our business or financial condition.

11. Share Repurchase Program

In October 2004, our Board of Directors authorized the repurchase of up to 20.0 million shares of our common stock. The repurchased stock will provide us with treasury shares for general corporate purposes, such as common stock to be issued under our employee equity and stock purchase plans. This repurchase program will expire no later than October 4, 2006. During the first six months of 2005, we repurchased approximately 7.5 million shares under this program, at a cost of $322.6 million. Approximately 11.9 million shares remain authorized for repurchase under this program at June 30, 2005.

In February 2004, our Board of Directors authorized the repurchase of up to 12.0 million shares of our common stock. During 2004, we repurchased all 12.0 million shares at a cost of $698.4 million, completing this program. The repurchased stock provided us with treasury shares to be used for general corporate purposes, such as common stock to be issued under our employee equity and stock purchase plans.

12. Segment Information

We operate in one segment, which is the business of development, manufacturing and commercialization of novel therapeutics for human health care. Our chief operating decision-makers review our operating results on an aggregate basis and manage our operations as a single operating segment. We currently have five products: AVONEX and TYSABRI for the treatment of relapsing MS, RITUXAN and ZEVALIN, both of which treat certain B-cell non-Hodgkin's lymphomas, or B-cell NHLs, and AMEVIVE for the treatment of adult patients with moderate-to-severe chronic plaque psoriasis who are candidates for systemic therapy or phototherapy. We also receive revenues from royalties on sales by our licensees of a number of products covered under patents that we control including sales of RITUXAN outside the U.S. Revenues are primarily attributed from external customers to individual countries where earned based on location of the customer or licensee.

13. Guarantees

We enter into indemnification provisions under our agreements with other companies in the ordinary course of business, typically with business partners, contractors, clinical sites and customers. Under these provisions, we

generally indemnify and hold harmless the indemnified party for losses suffered or incurred by the indemnified party as a result of our activities. These indemnification provisions generally survive termination of the underlying agreement. The maximum potential amount of future payments we could be required to make under these indemnification provisions is unlimited. However, to date we have not incurred material costs to defend lawsuits or settle claims related to these indemnification provisions. As a result, the estimated fair value of these agreements is minimal. Accordingly, we have no liabilities recorded for these agreements as of June 30, 2005.

In connection with the relocation from leased facilities to our new research and corporate campus in San Diego, California we entered into a lease assignment, in January 2005, with Tanox West, Inc., or Tanox, for a manufacturing facility in San Diego for which we have outstanding lease obligations through September 2008. Under the lease assignment, Tanox was assigned all of our rights, title, and interest in the amended lease and assumed all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled under the amended lease, including the making of all payments under the amended lease. However, if Tanox were fail to perform under the lease assignment we would be responsible for all obligations under the amended lease through September 2008. At June 30, 2005, our estimate of the maximum potential of future payments under the amended lease through September 2008 is $16.4 million. Under the lease assignment, Tanox has agreed to indemnify and hold us harmless from and against any and all claims, proceedings and demands and all costs, expenses and liabilities arising out of their performance or failure to perform under the lease assignment.

14. Restricted Stock Awards

In the first six months of 2005, we granted a total of 0.8 million shares of restricted common stock to employees under our 2003 Omnibus Equity Plan. In 2004, we granted a total of 1.3 million shares of restricted common stock to employees under our 2003 Omnibus Equity Plan. The restricted stock will vest 100% three years from the grant date, provided the employee remains continuously employed with us. During the vesting period, shareholders have full voting rights, even though the restricted stock remains subject to transfer restrictions and will generally be forfeited upon termination of employment prior to vesting. Approximately 0.3 million and 0.1 million shares have been forfeited as of June 30, 2005 and December 31, 2004, respectively, due to employee terminations. At June 30, 2005 and December 31, 2004, deferred stock based compensation related to restricted stock was $65.7 million and $35.1 million, respectively, and was included in shareholders' equity. For the three and six months ended June 30, 2005, we recorded stock compensation charges of $8.2 million and $14.7 million, respectively, related to the restricted stock. For the three and six months ended June 30, 2004, we recorded stock compensation charges of $4.4 million and $7.1 million, respectively, related to the restricted stock.

15. Pension

In connection with the Merger, we assumed Biogen, Inc.'s Retirement Plan, a tax-qualified defined benefit pension plan. Prior to November 13, 2003, we did not have a pension plan. Prior to the Merger, the Retirement Plan covered substantially all of Biogen, Inc.'s regular U.S. employees and provided compensation credits and interest credits to participants' Retirement Plan accounts using a cash balance method.

We also assumed Biogen, Inc.'s unfunded Supplemental Executive Retirement Plan, or SERP, which covered a select group of highly compensated U.S. employees. The plans are noncontributory. The Retirement Plan's benefit formula was based on employee earnings and age. The SERP provided benefits for covered executives in excess of those permitted under the tax-qualified Retirement Plan. Biogen, Inc.'s funding policy for the plans has been to contribute amounts deductible for federal income tax purposes. Funds contributed to the plans have been invested in fixed income and equity securities. At October 31, 2003, Biogen, Inc. ceased allowing new participants into the plans. Effective December 31, 2003, we amended the Plan so that no further benefits would accrue to participants.

We credited participants' cash balance accounts under the Retirement Plan for compensation and interest earned through December 31, 2003. After that date, no further compensation credits will be made, but interest credits will be made until Retirement Plan benefits have been distributed to participants.

We credited participants' accounts under the SERP for compensation and interest earned through December 31, 2003. No further compensation credits will be made, but interest credits will be made until SERP is terminated.

In connection with the termination of the Retirement Plan, we requested an Internal Revenue Service, or IRS, ruling that the Plans' terminations did not adversely affect its tax-qualified status. During 2004, our management decided to accelerate the payment and to pay out participants' benefits as soon as administratively possible. In December 2004, we began distributing to employees their respective Retirement Plan benefits. Participants had the following options with respect to the value of their Plan distribution: (a) to receive an immediate lump sum payment which may be rolled over into the 401(k) Plan or other designated qualified plan or individual retirement account, or (b) to receive an annuity that would begin either immediately or at a deferred date.

At June 30, 2005, we had a liability of $0.8 million related to these plans, including transition benefits associated with the Retirement Plan terminations.

16. Impairment of Long-Lived Assets

As of March 31, 2005, after our voluntary suspension of TYSABRI, we reconsidered our construction plans and determined that we would proceed with the bulk manufacturing component of our large-scale biologic manufacturing facility in Hillerod. Additionally, we added a labeling and packaging component to the project. We also determined that we would no longer proceed with the fill-finish component of our large-scale biological manufacturing facility in Hillerod. As a result, in the first quarter of 2005 we wrote-off $6.2 million to research and development expense of engineering costs related to the fill-finish component that had previously been capitalized. The original cost of the project was expected to be $372.0 million. As of June 30, 2005, we had committed approximately $171.0 million to the project, of which $82.0 million had been paid. We expect the label and packaging facility to be substantially completed in 2006 and licensed for operation in 2007.

17. Sale of Large-Scale Manufacturing Facility

On June 23, 2005, Genentech purchased our large-scale biologics manufacturing facility in Oceanside, California, known as "NIMO," along with approximately 60 acres of real property located in Oceanside, California upon which NIMO is located, together with improvements, related property rights, and certain personal property intangibles and contracts at or related to the real property. Through the first quarter of 2005, we intended to hold and continue using the facility. In June 2005, we determined instead to accept an offer from Genentech to purchase the facility. Total consideration for the purchase was $408.1 million. The net book value of the assets sold to Genentech was $463.7 million. The loss from this transaction was $75.6 million, which consisted of an approximately $66.1 million write-down of NIMO to net selling price and approximately $9.5 million of sales and transfer taxes and other associated transaction costs. Following the closing of the sale, we terminated and, subject to provisions of applicable law, Genentech offered employment, on an "at-will" basis, to 334 of our employees who were working at NIMO. These employees continue to be employed by us through August 16, 2005. Genentech has agreed to reimburse us for related costs and expenses for these employees during this period.

18. New Accounting Pronouncements

In May 2005, the FASB issued SFAS 154, “Accounting Changes and Error Corrections,” which replaces APB Opinion No. 20, “Accounting Changes,” and supersedes FASB Statement No. 3, “Reporting Accounting Changes in Interim Financial Statements—an amendment of APB Opinion No. 28.” SFAS 154 requires retrospective application to prior periods’ financial statements of changes in accounting principle, unless it is impracticable to determine either the period-specific effects or the cumulative effect of the change. When it is impracticable to determine the period-specific effects of an accounting change on one or more individual prior periods presented, SFAS 154 requires that the new accounting principle be applied to the balances of assets and liabilities as of the beginning of the earliest period for which retrospective application is practicable and that a corresponding adjustment be made to the opening balance of retained earnings for that period rather than being reported in an income statement. When it is impracticable to determine the cumulative effect of applying a change in accounting principle to all prior periods, SFAS 154 requires that the new accounting principle be applied as if it were adopted prospectively from the earliest date practicable. SFAS 154 shall be effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. We do not expect the provisions of the SFAS 154 will have a significant impact on our results of operations.

In December 2004, the FASB issued SFAS 123(R), “Share-Based Payments,” which replaces FASB Statement No. 123, Accounting for Stock-Based Compensation, and supersedes APB Opinion No. 25, “Accounting for Stock Issued to Employees.” SFAS 123(R) will require all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. SFAS 123(R) offers alternative methods for determining the fair value. In April 2005, the SEC issued a new rule that allows companies to implement Statement No. 123(R) at the beginning of the next fiscal year, instead of the next reporting period, that begins after June 15, 2005. As a result, we will implement SFAS 123(R) in the reporting period starting January 1, 2006. We expect that SFAS 123(R) will have a significant impact on our financial statements. At the present time, we have not yet determined which valuation method we will use.

The FASB has proposed amending SFAS 128, “Earnings per Share,” to make it consistent with International Accounting Standard 33, “Earnings per Share”, and make earning per share, or EPS, computations comparable on a global basis. Under the proposed amendment, the year-to-date EPS computation would be performed independently from the quarterly computations. Additionally, for all contracts that may be settled in either cash or shares of stock, companies must assume that settlement will occur by the issuance of shares for purposes of computing diluted EPS, even if they intend to settle by paying cash or have a history of cash-only settlements, regardless of who controls the means of settlement. Lastly, under the proposed amendment, shares that will be issued upon conversion of a mandatory convertible security must be included in the weighted-average number of shares outstanding used in computing basic EPS from the date that conversion becomes mandatory, using the if-converted method, regardless of whether the result is anti-dilutive. The proposed amended standard was expected to be issued during the first quarter of 2005. However, the FASB has not yet finalized the revised effective date of the proposed amendment or its transition provisions. Retrospective application in all periods presented would be required, and could require the restatement of previously reported EPS. We do not expect the provisions of the amended SFAS 128 will have a significant impact on our results of operations.

In July 2005, the FASB published an Exposure Draft of a proposed Interpretation, “Accounting for Uncertain Tax Positions.” The Exposure Draft seeks to reduce the significant diversity in practice associated with recognition and measurement in the accounting for income taxes. It would apply to all tax positions accounted for in accordance with SFAS 109, “Accounting for Income Taxes.” The Exposure Draft requires that a tax position meet a “probable recognition threshold” for the benefit of the uncertain tax position to be recognized in the financial statements. This threshold is to be met assuming that the tax authorities will examine the uncertain tax position. The Exposure Draft contains guidance with respect to the measurement of the benefit that is recognized for an uncertain tax position, when that benefit should be derecognized, and other matters. This proposed Interpretation would clarify the accounting for uncertain tax positions in accordance with SFAS 109. This Interpretation, once approved, is expected to be effective as of the end of the first fiscal year ending after December 15, 2005. We are currently evaluating the impact this proposed Interpretation would have on our results of operations.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations.***

Overview

Biogen Idec creates new standards of care in oncology, neurology and immunology. As a global leader in the development, manufacturing, and commercialization of novel therapies, we transform scientific discoveries into advances in human healthcare. We currently have five products:

- AVONEX® (interferon beta-1a) for the treatment of relapsing forms of multiple sclerosis, or MS.
- RITUXAN® (rituximab) and ZEVALIN® (ibritumomab tiuxetan), both of which treat certain B-cell non-Hodgkin's lymphomas, or B-cell NHLs. We collaborate with Genentech Inc., or Genentech, on the development and commercialization of RITUXAN. RITUXAN is the trade name in the United States, or U.S., Canada and Japan for the compound rituximab. MabThera is the trade name for rituximab in the European Union, or EU. In this Form 10-Q, we refer to rituximab, RITUXAN and MabThera collectively as RITUXAN, except where we have otherwise indicated.
- AMEVIVE® (alefacept) for the treatment of adult patients with moderate-to-severe chronic plaque psoriasis who are candidates for systemic therapy or phototherapy.
- TYSABRI® (natalizumab), formerly known as ANTEGREN®, which was approved by the U.S. Food and Drug Administration, or FDA, in November 2004 to treat relapsing forms of MS to reduce the frequency of clinical relapses. In February 2005, in consultation with the FDA, we and Elan Corporation plc, or Elan, voluntarily suspended the marketing and commercial distribution of TYSABRI, and informed physicians that they should suspend dosing of TYSABRI until further notification. In addition, we suspended dosing in clinical studies of TYSABRI in MS, Crohn's disease and rheumatoid arthritis, or RA. These decisions were based on reports of cases of progressive multifocal leukoencephalopathy, or PML, a rare and potentially fatal, demyelinating disease of the central nervous system in patients treated with TYSABRI in clinical studies. We and Elan are working with clinical investigators to evaluate patients treated with TYSABRI in clinical studies and are consulting with leading experts to better understand the possible risk of PML. We expect that the evaluations will be completed by the end of this summer. We and Elan have begun the process towards the re-initiation of dosing in MS clinical studies. The outcome of the safety evaluations will be used to determine, in consultation with regulatory authorities, if dosing in MS and other clinical studies will be re-initiated and the future commercial availability of the product. See "Forward-Looking Information and Risk Factors That May Affect Future Results — Safety Issues with TYSABRI Could Significantly Affect our Growth."

Results of Operations

Revenues *(table in thousands)*

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Product sales				
United States	$ 242,867	$ 243,228	$ 497,464	$ 500,920
Rest of world	155,955	119,958	298,942	234,803
Total product sales	398,822	363,186	796,406	735,723
Unconsolidated joint business revenue	184,934	151,157	345,387	285,112
Royalties	21,734	24,297	48,483	49,510
Corporate partner	144	123	3,160	10,160
Total revenues	$ 605,634	$ 538,763	$ 1,193,436	$ 1,080,505

Product Sales *(table in thousands)*

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
AVONEX	$ 381,789	$ 346,516	$ 755,374	$ 701,234
AMEVIVE	12,457	12,116	24,473	25,103
ZEVALIN	5,473	4,554	11,510	9,386
TYSABRI	(897)	—	5,049	—
Total product sales	$ 398,822	$ 363,186	$ 796,406	$ 735,723

For the three months ended June 30, 2005, sales of AVONEX generated worldwide revenues of $381.8 million, of which $229.5 million was generated in the U.S. and $152.3 million was generated outside the U.S., primarily the EU. For the three months ended June 30, 2004, sales of AVONEX generated worldwide revenues of $346.5 million, of which $226.6 million was generated in the U.S. and $119.9 million was generated outside the U.S., primarily the EU. The increase in U.S. product sales for AVONEX quarter over quarter was primarily due to price increases offset by decreases in volume. Outside of the U.S., AVONEX product sales increased due to higher sales volume and the effect of foreign exchange. For the six months ended June 30, 2005, sales of AVONEX generated worldwide revenues of $755.4 million, of which $462.4 million was generated in the U.S. and $293.0 million was generated outside the U.S., primarily the EU. For the six months ended June 30, 2004, sales of AVONEX generated worldwide revenues of $701.2 million, of which $466.7 million was generated in the U.S. and $234.5 million was generated outside the U.S., primarily the EU. In the U.S., product sales from AVONEX decreased primarily due to lower volume of sales, offset by price increases year over year. Comparatively, in the first quarter of 2004, we had experienced an increase in the inventories held by our channel partners to normalized levels as a result of recovery from previously encountered problems in manufacturing our pre-filled syringe formulation of AVONEX, and for the reintroduction of an older formulation of AVONEX into the marketplace. Outside the U.S., product sales increased primarily due to increased sales volume year over year. Product sales from AVONEX for the three and six months ended June 30, 2005 represented approximately 63% of our total revenues for both periods compared to 64% and 65% of our total revenues for the comparable periods in 2004. We expect to face increasing competition in the MS marketplace in and outside the U.S. from existing and new MS treatments, including TYSABRI if it is reintroduced to the market, which may impact sales of AVONEX. We expect future growth in AVONEX revenues to be dependent to a large extent on our ability to compete successfully.

For the three months ended June 30, 2005, AMEVIVE generated revenues of $12.5 million, of which $8.8 million was generated in the U.S. and $3.7 million was generated outside the U.S. For the three months ended June 30, 2004, AMEVIVE generated revenues of $12.1 million, substantially all in the U.S. For the six months ended June 30, 2005, AMEVIVE generated revenues of $24.5 million, of which $19.2 million was generated in the U.S. and $5.3 million was generated outside the U.S. As described below, revenues for the first quarter of 2005 included approximately $2.8 million of revenues which had previously been deferred. For the six months ended June 30, 2004, AMEVIVE generated revenues of $25.1 million. Revenue in the U.S. decreased as a result of lower sales volumes for the three and six months ended June 30, 2005. In January 2003, we received regulatory approval to market AMEVIVE in the U.S. In connection with the commercialization of AMEVIVE, we implemented an initiative, undertaken in cooperation with one of our distributors which provides discounts on future purchases of AMEVIVE made after a private payor has initially verified that it will cover the product but later denies the claim after appeal and where the other requirements of the initiative are met. Under this initiative, our exposure was contractually limited to 5% of the price of all AMEVIVE purchased by the distributor. As a result, we deferred recognition of revenue of 5% of AMEVIVE purchased by the distributor until such time as sufficient history of insurance reimbursement claims becomes available. Since January 2003, our experience of denials of claims after appeal and where the other requirements of the initiative have been met were substantially below the contractual limit. As a result, in the first half of 2005, we have recognized approximately $2.8 million in AMEVIVE product revenue, which had previously been deferred. Product sales from AMEVIVE represent approximately 2% of our total revenues in the three and six months ended June 30, 2005 and 2004, respectively.

For the three months ended June 30, 2005 and 2004, sales of ZEVALIN generated revenues of $5.5 million and $4.6 million, respectively. Product sales related to ZEVALIN for the six months ended June 30, 2005 were $11.5 million and $9.4 million for the comparable period in 2004. For the three and six months ended June 30, 2005, the increase in product sales related to ZEVALIN is attributable to higher sales volumes in the U.S., as well as $0.7

million of revenue from sales of ZEVALIN in the first quarter of 2005 to Schering AG for distribution in the EU. ZEVALIN was approved by the European Medicines Agency, or EMEA, in 2004. We had no revenue from sales of ZEVALIN outside the U.S. in the first half of 2004. Product sales from ZEVALIN represented approximately 1% of our total revenues in the three and six months ended June 30, 2005 and 2004, respectively.

In November 2004, TYSABRI was approved by the FDA as treatment for relapsing forms of MS to reduce the frequency of clinical relapses. In the U.S., prior to the suspension, we sold TYSABRI to Elan who then distributed TYSABRI to third party distributors and other customers. In the first quarter of 2005, our revenue associated with sales of TYSABRI was $5.9 million, which consists of revenue from sales which occurred prior to our voluntary suspension. Sales from TYSABRI represent 1% of our total revenues in the first quarter of 2005. In February 2005, in consultation with the FDA, we and Elan voluntarily suspended the marketing and commercial distribution of TYSABRI, and informed physicians that they should suspend dosing of TYSABRI until further notification. We and Elan are working with clinical investigators to evaluate patients treated with TYSABRI in clinical studies and are consulting with leading experts to better understand the possible risk of PML. We expect that the evaluations will be completed by the end of this summer. We and Elan have begun the process towards the re-initiation of dosing in MS clinical studies. The outcome of the safety evaluations will be used to determine, in consultation with regulatory authorities, if dosing in MS and other clinical studies will be re-initiated and the future commercial availability of the product. As of March 31, 2005, and in connection with the voluntary suspension of TYSABRI, we recorded an allowance for sales returns of approximately $9.0 million related to product sold in the first quarter of 2005, which represented our best estimate of expected returns from our customers. This allowance was based on expected returns of TYSABRI. As of June 30, 2005, our estimates of returns were updated based on additional information from customers. As of June 30, 2005, our allowance for sales returns of TYSABRI was adjusted to approximately $9.7 million, based on updated expectations for returns. This resulted in a reduction of revenue from TYSABRI in the second quarter of 2005 of $0.7 million. Also included as a reduction of TYSABRI revenue is $0.2 million of amortization related to approval and credit milestones. The approval and credit milestones were capitalized upon approval of TYSABRI in investments and other assets, and are being amortized over the remaining patent life of approximately 15 years. Should our estimate of expected sales returns and allowances be materially different from actual returns, then we may be required to record adjustments, which could result in additional revenues or further reductions of revenue.

Additionally, as of March 31, 2005, we deferred $14.0 million in revenue, which has been fully paid by Elan, related to sales of TYSABRI which had not yet been shipped by Elan and remains deferred at June 30, 2005. In July 2005, Elan agreed that we would not share the cost of this inventory if it were ultimately deemed non-salable.

See also the risks affecting revenues described in “Forward-Looking Information and Risk Factors That May Affect Future Results — Our Revenues Rely Significantly on a Limited Number of Products” and “Forward- Looking Information and Risk Factors That May Affect Future Results — Safety Issues with TYSABRI Could Significantly Affect Our Growth.”

Unconsolidated Joint Business Revenue

RITUXAN is currently marketed and sold worldwide for the treatment of certain B-cell NHLs. We copromote RITUXAN in the U.S. in collaboration with Genentech under a collaboration agreement between the parties. Under the collaboration agreement, we granted Genentech a worldwide license to develop, commercialize and market RITUXAN in multiple indications. In exchange for these worldwide rights, we have copromotion rights in the U.S. and a contractual arrangement under which Genentech shares a portion of the pretax U.S. copromotion profits of RITUXAN with us. This collaboration was created through a contractual arrangement not through a joint venture or other legal entity. In June 2003, we amended and restated our collaboration agreement with Genentech to include the development and commercialization of one or more anti-CD20 antibodies targeting B-cell disorders, in addition to RITUXAN, for a broad range of indications.

In the U.S., we contribute resources to selling and the continued development of RITUXAN. Genentech is responsible for worldwide manufacturing of RITUXAN. Genentech also is responsible for the primary support functions for the commercialization of RITUXAN in the U.S. including selling and marketing, customer service, order entry, distribution, shipping and billing. Genentech also incurs the majority of continuing development costs for RITUXAN. Under the arrangement, we have a limited sales force as well as limited development activity.

Under the terms of separate sublicense agreements between Genentech and Roche, commercialization of RITUXAN outside the U.S. is the responsibility of Roche, except in Japan where Roche copromotes RITUXAN in collaboration with Zenyaku. There is no direct contractual arrangement between Biogen Idec and Roche or Zenyaku.

Revenue from unconsolidated joint business consists of our share of pretax copromotion profits which is calculated by Genentech, and includes consideration of our RITUXAN-related sales force and development expenses, and royalty revenue from sales of RITUXAN outside the U.S. by Roche and Zenyaku. Copromotion profit consists of U.S. sales of RITUXAN to third-party customers net of discounts and allowances and less the cost to manufacture RITUXAN, third-party royalty expenses, distribution, selling and marketing expenses, and joint development expenses incurred by Genentech and us.

Under the amended and restated collaboration agreement, our current pretax copromotion profit-sharing formula, which resets annually, is as follows:

Copromotion Operating Profits	Biogen Idec's Share of Copromotion Profits
First $50 million	30%
Greater than $50 million	40%

In both 2004 and 2005, the 40% threshold was met during the first quarter. For each calendar year or portion thereof following the approval date of the first new anti-CD20 product, the pretax copromotion profit-sharing formula for RITUXAN and other anti-CD20 products sold by us and Genentech will change to the following:

Copromotion Operating Profits	New Anti-CD20 U.S. Gross Product Sales	Biogen Idec's Share of Copromotion Profits
First $50 million (1)	N/A	30%
Greater than $50 million	Until such sales exceed $150 million in any calendar year (2)	38%
	or	
	After such sales exceed $150 million in any calendar year and until such sales exceed $350 million in any calendar year (3)	35%
	or	
	After such sales exceed $350 million in any calendar year (4)	30%

(1) – not applicable in the calendar year the first new anti-CD20 product is approved if $50 million in copromotion operating profits has already been achieved in such calendar year through sales of RITUXAN.

(2) – if we are recording our share of RITUXAN copromotion profits at 40%, upon the approval date of the first new anti-CD20 product, our share of copromotion profits for RITUXAN and the new anti-CD20 product will be immediately reduced to 38% following the approval date of the first new anti-CD20 product until the $150 million new product sales level is achieved.

(3) – if $150 million in new product sales is achieved in the same calendar year the first new anti-CD20 product receives approval, then the 35% copromotion profit-sharing rate will not be effective until January 1 of the following calendar year. Once the $150 million new product sales level is achieved then our share of copromotion profits for the balance of the year and all subsequent years' (after the first $50 million in copromotion operating profits in such years) will be 35% until the $350 million new product sales level is achieved.

(4) – if $350 million in new product sales is achieved in the same calendar year that $150 million in new product sales is achieved, then the 30% copromotion profit-sharing rate will not be effective until January 1 of the following calendar year (or January 1 of the second following calendar year if the first new anti-CD20 product receives approval and, in the same calendar year, the $150 million and $350 million new product sales levels are achieved). Once the $350 million new product sales level is achieved then our share of copromotion profits for the balance of the year and all subsequent years' will be 30%.

Copromotion profits consist of the following (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Product revenues, net	$ 450,348	$ 390,004	$ 890,897	$ 751,038
Costs and expenses	120,445	90,183	240,706	186,307
Copromotion profits	$ 329,903	$ 299,821	$ 650,191	$ 564,731
Biogen Idec's share of copromotion profits	$ 133,718	$ 119,719	$ 256,833	$ 220,859

Net sales of RITUXAN to third-party customers in the U.S. recorded by Genentech for the three and six months ended June 30, 2005 were $450.3 million and $890.9 million, respectively, compared to $390.0 million and $751.0 million for the comparable periods in 2004. The increase was primarily due to higher sales for RITUXAN in treatments of B-cell NHLs and chronic lymphocytic leukemia, offset by increased expenses in 2005.

Revenues from unconsolidated joint business consist of the following (table in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Copromotion profits	$ 133,718	$ 119,719	$ 256,833	$ 220,859
Reimbursement of selling and development expenses	12,074	3,266	24,950	9,903
Royalty revenue on sales of RITUXAN outside the U.S.	39,142	28,172	63,604	54,350
	$ 184,934	$ 151,157	$ 345,387	$ 285,112

For the three and six months ended June 30, 2005, revenues for our RITUXAN-related sales force and development expenses were $12.1 million and $25.0 million, respectively, compared to $3.3 million and $9.9 million for the comparable periods in 2004. The increase is primarily due to increased personnel costs, development costs we incurred mainly related to the development of RITUXAN for rheumatoid arthritis in 2005 and the expansion of the oncology sales force.

We received royalties on sales of RITUXAN outside of the U.S. of $39.1 million and $63.6 million for the three and six months ended June 30, 2005 as compared to $28.2 million and $54.4 million for the comparable periods in 2004, which we include under "Unconsolidated joint business" revenues in our condensed consolidated statements of income. Our royalty revenue on sales of RITUXAN outside the U.S. is based on Roche and Zenyaku's net sales to third-party customers and is recorded on a cash basis. Royalty revenues from sales of RITUXAN outside the U.S. increased approximately $20.6 million, but were offset in the six months ended June 30, 2005 by an $11.3 million royalty credit claimed by Genentech.

Under the amended and restated collaboration agreement, we will receive lower royalty revenue from Genentech on sales by Roche and Zenyaku of new anti-CD20 products, as compared to royalty revenue received on sales of RITUXAN. The royalty period with respect to all products is 11 years from the first commercial sale of such product on a country-by-country basis.

Total unconsolidated joint business revenue represented 31% and 29% of our total revenues for the three and six months ended June 30, 2005 as compared to 28% and 26% for the comparable periods in 2004.

Royalty Revenue

We receive revenues from royalties on sales by our licensees of a number of products covered under patents that we control. Our royalty revenues on sales of RITUXAN outside the U.S. are included in " Unconsolidated joint business." For the three and six months ended June 30, 2005, we earned approximately $21.7 million and $48.5 million, respectively, in royalty revenues representing 4% of total revenues in each period. For the three and six months ended June 30, 2004, we earned approximately $24.3 million and $49.5 million, respectively, in royalty revenues representing 5% of total revenues.

Royalty revenues may fluctuate as a result of fluctuations in sales levels of products sold by our licensees from quarter to quarter due to the timing and extent of major events such as new indication approvals or government-sponsored programs.

Corporate Partner Revenues

Corporate partner revenues consist of contract revenues and license fees. Corporate partner revenues totaled $0.1 million for the three months ended June 30, 2005 and 2004, respectively, which represented less than 1% of total revenues for the second quarter of 2005 and 2004, respectively. Corporate partner revenues totaled $3.2 million and $10.2 million for the six months ended June 30, 2005 and 2004, respectively, which represented less than 1% of total revenues for the first six months of 2005 and 2004, respectively. Corporate partner revenues for the six months ended June 30, 2005 consists primarily of our collaborative development and license agreement with Seikagaku Corporation, or Seikagaku. Although our agreement with Seikagaku was terminated effective January 2004, we had certain continuing obligations under the agreement that were fulfilled in the first quarter of 2005 and for which we recorded revenue from Seikagaku. Corporate partner revenues for the three months ended March 31, 2004 consisted primarily of a $10.0 million payment from Schering AG for the EMEA grant of marketing approval of ZEVALIN in the EU. The payment represented, in part, a milestone payment to compensate us for preparing, generating, and collecting data that was critical to the EMEA marketing approval process.

Operating Costs and Expenses (table in thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Cost of product and royalty revenues	$ 71,093	$ 151,729	$ 170,701	$ 406,496
Research and development	179,843	169,782	358,611	328,702
Selling, general and administrative	155,754	139,414	314,227	270,474
Amortization of acquired intangibles	77,078	79,308	152,756	160,168
Loss on sale of manufacturing facility	75,565	—	75,565	—
Total operating costs and expenses	$ 559,333	$ 540,233	$ 1,071,860	$ 1,165,840

Cost of Product and Royalty Revenues

For the three and six months ended June 30, 2005, total cost of product and royalty revenues was $71.1 million and $170.7 million, respectively, consisting of product cost of revenues of $70.2 million and $168.7 million, respectively, and cost of royalty revenues of $0.9 million and $2.0 million, respectively. In the second quarter of 2005, cost of product revenues consisted of $52.8 million related to AVONEX, $15.3 million related to AMEVIVE and $2.3 million related to ZEVALIN. Approximately $9.0 million in cost of product revenues represents the difference between the cost of AMEVIVE inventory recorded upon the merger transaction of Biogen, Inc. and IDEC Pharmaceuticals Corporation on November 12, 2003, or the Merger, and its historical manufacturing cost, which was recognized as cost of product revenues when the acquired inventory was sold or written-down in 2005. We expect that cost of product revenues in the remainder of 2005 related to AMEVIVE will include approximately $8.1 million related to the difference between the cost of AMEVIVE inventory recorded at the Merger date and its historical manufacturing cost, as the acquired inventory is sold or written-down. In 2006 and beyond, we expect this amount will be approximately $65 million in total and we will record these costs as the AMEVIVE inventory is sold or written-down.

We manufactured TYSABRI during the second quarter of 2005 and completed our scheduled production of TYSABRI during July 2005. Because of the uncertain future commercial availability of TYSABRI and our inability to predict to the required degree of certainty that TYSABRI inventory will be realized in commercial sales prior to the expiration of its shelf life, we expensed $23.2 million of costs related to the manufacture of TYSABRI in the first quarter of 2005 to cost of product revenues. At the time of production, the inventory was believed to be commercially salable. Beginning in the second quarter of 2005, as we are working with clinical investigators to understand the possible risks of PML, we charged the costs related to the manufacture of TYSABRI to research and development expense. As a result, in the second quarter of 2005, we expensed $19.9 million related to the manufacture of TYSABRI to research and development expense. In subsequent periods, we will continue to assess

TYSABRI to determine if manufacturing costs need to continue to be expensed and whether such expenses should be charged to cost of product revenues or research and development expense in light of existing information related to the potential future commercial availability of TYSABRI and applicable accounting standards.

We periodically review our inventories for excess or obsolete inventory and write-down obsolete or otherwise unmarketable inventory to its estimated net realizable value. If the actual realizable value is less than that estimated by us, or if there are further determinations that inventory will not be marketable based on estimates of demand, additional inventory write-offs may be required. Also included in cost of product revenues were write-downs of commercial inventory that did not meet quality specifications or became obsolete due to dating expiration, in all cases this product inventory was written-down to its net realizable value. For the three and six months ended June 30, 2005, we wrote-down $8.5 million and $26.4 million, respectively, of unmarketable inventory which was charged to cost of product revenues. The write-downs for the three months ended June 30, 2005 consisted of $7.1 million related to AMEVIVE, $0.7 million related to AVONEX and $0.7 million related to ZEVALIN. The write-downs for the six months ended June 30, 2005 consisted of $14.3 million related to AMEVIVE, $9.5 million related to AVONEX and $2.6 million related to ZEVALIN.

Upon approval by the FDA of a new component of the pre-filled syringe formulation of AVONEX in March 2005, we wrote-down $8.4 million of the remaining supplies of the alternative presentations of AVONEX that are no longer needed, given the recent approval. The AMEVIVE inventory and the remaining $1.1 million of AVONEX inventory that was written down in the first six months of 2005 were written-down when it was determined that the inventory failed to meet the numerous stringent quality specifications agreed upon with the FDA. The ZEVALIN inventory that was written down in the first six months of 2005 was written-down when it was determined that the inventory will not be marketable based on estimates of demand.

For the three and six months ended June 30, 2004, total cost of product and royalty revenues were $151.7 million and $406.5 million, respectively, consisting of cost of product revenues of $150.5 million and $403.9 million, respectively, and cost of royalty revenues of $1.2 million and $2.6 million, respectively. In the second quarter of 2004, cost of product revenues consisted of $135.6 million related to AVONEX, $1.7 million related to ZEVALIN and $6.5 million related to AMEVIVE. Included in cost of product revenues was approximately $93.4 million in fair market value purchase accounting adjustments related to AVONEX and AMEVIVE. We wrote-down $8.3 million and $11.9 million, respectively, of unmarketable inventory during the three and six months ended June 30, 2004, which was charged to cost of product revenues. The write-downs for the three months ended June 30, 2004 consisted of $3.6 million related to AVONEX and $4.7 million related of excess ZEVALIN commercial inventory that will not be marketable, based on estimates of ZEVALIN demand. The write-downs for the six months ended June 30, 2004 consisted of the amounts written-down in the three months ended June 30, 2004, plus an additional $2.1 million related to AVONEX and $1.5 million related to AMEVIVE, which were written-down in the three months ended March 31, 2004. The AVONEX and AMEVIVE inventory was written-down to net realizable value when it was determined that the inventory did not meet quality specifications.

Gross margin on product sales, which includes inventory written-down to its net realizable value, for the three and six months ended June 30, 2005, was approximately 82% and 79%, respectively compared to 59% and 45%, respectively, for the comparable periods in 2004. The large fluctuation of gross margin on product revenues is due primarily to inventory acquired from Biogen, Inc. through the Merger. During 2003, we recorded the inventory that we acquired from Biogen, Inc. at its estimated fair value. The increase in the inventory's basis to fair market value was recognized as cost of product revenues when the acquired inventory was sold or written down. During the first half of 2004, we sold or wrote-down all remaining AVONEX inventory acquired through the Merger. As a result, gross margin on product sales increased significantly for the three and six months ended June 30, 2005 compared to the same period in 2004. Excluding the increase in fair market value related to purchase accounting, the effect of write-downs of commercial inventory to net realizable value, and costs related to the manufacture of TYSABRI that were included in cost of product revenues, proforma gross margins of product sales would have been 86% in the three and six months ended June 30, 2005, respectively, compared to 87% and 86%, respectively, for the comparable periods in 2004. We expect that gross margins will fluctuate in the future based on changes in product mix, write-downs of excess or obsolete inventories and new product initiatives.

Gross margin on royalty revenues was approximately 96%, for the three and six months ended June 30, 2005. Gross margin on royalty revenues was approximately 95%, for the three and six months ended June 30,

2004. We expect that gross margins on royalty revenues will fluctuate in the future based on changes in sales volumes for specific products from which we receive royalties.

Research and Development Expenses

Research and development expenses totaled $179.8 million in the three months ended June 30, 2005 compared to $169.8 million in the comparable period of 2004, an increase of $10.1 million, or 6%. The increase primarily resulted from $9.6 million related to biopharmaceutical operations and global quality initiatives related to the expansion of our manufacturing facilities, which includes $19.9 million of expenses related to the manufacture of TYSABRI. Additionally, there were increases of $4.7 million for discovery research initiatives, $3.9 million related to increased depreciation and infrastructure expenses for the expansion of our manufacturing and research capacity and $3.8 million related to increased pre-clinical studies offset by a decrease in spend of $12.7 million related to our joint collaboration agreements. Research and development expenses totaled $358.6 million in the six months ended June 30, 2005 compared to $328.7 million in the comparable period of 2004, an increase of $29.9 million, or 9%. The increase primarily resulted from $20.4 million related to biopharmaceutical operations and global quality initiatives related to the expansion of our manufacturing facilities, $15.0 million related to increased depreciation and infrastructure expenses for the expansion of our manufacturing and research capacity, $5.3 million for discovery research initiatives and $5.6 million related to increased pre-clinical studies offset by a decrease in spend of $7.5 million related to our ongoing clinical trials and $12.9 million related to our joint collaboration agreements. Also included in research and development expense in the first quarter of 2005 were charges of $6.2 million for engineering costs which had previously been capitalized, related to the write down of our fill-finish component of large-scale biologic manufacturing facility in Hillerod, Denmark due to our decision not to proceed with the facility.

We expect that research and development expenses will continue to increase in 2005. We manufactured TYSABRI during the second quarter of 2005 and completed our scheduled production of TYSABRI during July 2005. Because of the uncertain future commercial availability of TYSABRI and our inability to predict to the required degree of certainty that TYSABRI inventory will be realized in commercial sales prior to the expiration of its shelf life, we expensed $23.2 million related to the manufacture of TYSABRI in the first quarter of 2005 to cost of product revenues. At the time of production, the inventory was believed to be commercially salable. Beginning in the second quarter of 2005, we charged the costs related to the manufacture of TYSABRI to research and development expense. As a result, in the second quarter of 2005, we expensed $19.9 million related to the manufacture of TYSABRI to research and development expense. We will continually assess our manufacturing needs for TYSABRI in light of our expectations for TYSABRI and, depending upon our expectations, may re-initiate manufacturing of TYSABRI in the fourth quarter of 2005. For the second half of 2005, we expect manufacturing costs related to TYSABRI production to be approximately $6.5 million. In subsequent periods, we will continue to assess TYSABRI to determine if manufacturing costs need to continue to be expensed and whether such expenses should be charged to cost of product revenues or research and development expense in light of existing information related to the potential future commercial availability of TYSABRI and applicable accounting standards. We expect to continue incurring additional research and development expenses due to: work with clinical investigators and neurological experts related to our evaluations of TYSABRI resulting from the suspension of TYSABRI from the market in February 2005; preclinical and clinical testing of our various products under development; the expansion or addition of research and development programs and facilities; technology development and in-licensing; and regulatory-related expenses.

Selling, General and Administrative Expenses

Selling, general and administrative expenses totaled $155.8 million for the three months ended June 30, 2005 compared to $139.4 million in the comparable period of 2004, an increase of $16.3 million, or 12%. The increase related primarily to $7.1 million for the expansion of the neurology sales force, $6.0 million for increased international neurology sales & marketing initiatives and $4.0 million for our information technology initiatives. Selling, general and administrative expenses totaled $314.2 million for the six months ended June 30, 2005 compared to $270.5 million in the comparable period of 2004, an increase of $43.8 million, or 16%. The increase related primarily to $31.9 million of the neurology sales and marketing for increased marketing initiatives and sales force expansion, $8.8 million for increased international neurology sales & marketing initiatives, $5.9 million for global medical affairs initiatives for Phase IV trials, $6.1 million for our information technology initiatives offset by a decrease of $20.6 million in joint development expenses related to our TYSABRI collaboration with Elan.

Our total selling, general, and administrative expense in 2005 will be higher than 2004, due to sales and marketing and other general and administrative expenses to primarily support AVONEX and TYSABRI, despite the voluntary suspension of the marketing and commercial distribution of TYSABRI in February 2005, and legal expenses related to lawsuits, investigations and other matters resulting from the suspension of TYSABRI.

Sale of Large-Scale Manufacturing Facility

On June 23, 2005, Genentech purchased our large-scale biologics manufacturing facility in Oceanside, California, known as "NIMO," along with approximately 60 acres of real property located in Oceanside, California upon which NIMO is located, together with improvements, related property rights, and certain personal property intangibles and contracts at or related to the real property. Through the first quarter of 2005, we intended to hold and continue using the facility. In June 2005, we determined instead to accept an offer from Genentech to purchase the facility. Total consideration for the purchase was $408.1 million. The net book value of the assets sold to Genentech was $463.7 million. The loss from this transaction was $75.6 million, which consisted of an approximately $66.1 million write-down of NIMO to net selling price and approximately $9.5 million of sales and transfer taxes and other associated transaction costs. Following the closing of the sale, we terminated and, subject to provisions of applicable law, Genentech offered employment, on an "at-will" basis, to 334 of our employees who were working at NIMO. These employees continue to be employed by us through August 16, 2005. Genentech has agreed to reimburse us for related costs and expenses for these employees during this period.

Other Income (Expense), Net (table in thousands)

	Three Months Ended June 30		Six Months Ended June 30	
	2005	2004	2005	2004
Interest income	$ 12,401	$ 14,937	$ 28,106	$ 29,264
Interest expense	(2,849)	(3,452)	(9,760)	(7,262)
Other expense	(3,501)	(5,072)	(21,220)	(3,863)
Total other income (expense), net	$ 6,051	$ 6,413	$ (2,874)	$ 18,139

Interest income totaled $12.4 million for the three months ended June 30, 2005 compared to $14.9 million for the comparable period of 2004. Interest income totaled $28.1 million for the six months ended June 30, 2005 compared to $29.3 million for the comparable period of 2004. The decrease in interest income is primarily due to lower balances of marketable securities. Interest income levels that may be achieved in the future are, in part, dependent upon market conditions.

Interest expense totaled $2.8 million for the three months ended June 30, 2005 compared to $3.5 million for the comparable period of 2004. Interest expense totaled $9.8 million for the six months ended June 30, 2005 compared to $7.3 million for the comparable period of 2004. The increase in interest expense during the six month period is primarily due to the updated estimation of the life of the senior notes due in 2032, which we repurchased on April 29, 2005.

Other expense for the three months ended June 30, 2005 consists primarily of $5.1 million of foreign exchange remeasurement losses offset by $1.0 million of gains related to hedge ineffectiveness. Other expense for the six months ended June 30, 2005 consists primarily of $12.3 million of expenses related to the impairment of certain marketable securities that were determined to be impaired on an other-than–temporary basis, $7.5 million of foreign exchange remeasurement losses, $2.3 million of loan impairments, and $1.3 million of realized losses on sales of marketable securities offset by $1.0 million of gains related to hedge ineffectiveness. Other income for the three and six months ended June 30, 2004 consists primarily of realized losses on sales of our marketable securities available-for-sale.

Other expense for the three and six months ended June 30, 2004 consists primarily of realized losses on sales of our marketable securities available-for-sale.

Amortization of Intangible Assets

For the three and six months ended June 30, 2005, we recorded amortization expense of $77.1 million and $152.8 million, respectively, compared to $79.3 million and $160.2 million, respectively, for the comparable periods in 2004 related to the intangible assets of $3.7 billion acquired in the Merger with Biogen, Inc. The decrease in the three and six months ended June 30, 2005 relates to a change in estimate in the calculation of economic

consumption for core technology. Intangible assets consist of $3.0 billion in core technology, $578.0 million in out-licensed patents and $64.0 million in trademarks. Amortization of the core technology is provided over the estimated useful lives of the technology ranging from 15 to 20 years, based on the greater of straight-line or economic consumption. Amortization of the out-licensed patents for which we receive royalties is provided over the remaining lives of the patents of 11 years. Trademarks have an indefinite life and, as such, are not amortized.

We review our intangible assets for impairment periodically and whenever events or changes in circumstances indicate that the carrying value of an asset may not be recoverable. If future events or circumstances indicate that the carrying value of these assets may not be recoverable, we may be required to record additional charges to our results of operations.

Income Tax Provision

Our effective tax rate for the three and six months ended June 30, 2005 was 34.1% and 34.3%, respectively, compared to 42.9% and 39.9%, respectively, for the comparable period in 2004. Our effective tax rate for the three and six months ended June 30, 2005 was lower than the normal statutory rate primarily due to the effect of lower income tax rates (less than the 35% U.S. statutory corporate rate) in certain non-U.S. jurisdictions in which we operate, tax credits allowed for research and experimentation expenditures in the U.S., and the new domestic manufacturing deduction, offset by the acquisition-related intangible amortization arising from purchase accounting related to foreign jurisdictions. Our effective tax rate for the three and six months ended June 30, 2004 was higher than the normal statutory rate primarily due to the acquisition-related intangible amortization expenses and inventory fair value adjustments arising from purchase accounting related to foreign jurisdictions. We have tax credit carryforwards for federal and state income tax purposes available to offset future taxable income. The utilization of our tax credits may be subject to an annual limitation under the Internal Revenue Code due to a cumulative change of ownership of more than 50% in prior years. However, we anticipate that this annual limitation will result only in a modest delay in the utilization of such tax credits.

On October 22, 2004, the American Jobs Creation Act of 2004, or the Act, was signed into law. The Act creates a temporary incentive for U.S. multinationals to repatriate accumulated income earned outside the U.S. at an effective tax rate that could be as low as 5.25%. On December 21, 2004, the FASB issued FASB staff position 109-2, “Accounting and Disclosure Guidance for the Foreign Earnings Repatriation Provision within the American Jobs Creation Act of 2004”, or FSP 109-2. FSP 109-2 allows companies additional time to evaluate the effect of the law on whether unrepatriated foreign earnings continue to qualify for SFAS 109’s exception to recognizing deferred tax liabilities and require explanatory disclosures from those who need the additional time. Through June 30, 2005, we have not recognized deferred taxes on foreign earnings because such earnings were, and continue to be, indefinitely reinvested outside the U.S. Whether we will ultimately take advantage of this temporary tax incentive depends on a number of factors including reviewing future Congressional or other Governmental guidance with respect to certain aspects of the new legislation that require clarification before an informed decision can be made. Until such clarification is received, we will continue our plan and intention to indefinitely reinvest accumulated earnings of our foreign subsidiaries. If we decide to avail ourselves of this temporary tax incentive, up to $500 million could be repatriated under the Act, and we could incur a one-time tax charge to our consolidated results of operations of up to approximately $32 million.

The Act also provides a deduction for domestic manufacturing. We estimate that the deduction will reduce our effective tax rate by approximately 1.13% for the current year, and by a higher amount in future years, as the deduction is fully phased-in.

Financial Condition

We have financed our operating and capital expenditures principally through profits and other revenues from our joint business arrangement with Genentech related to the sale of RITUXAN, sales of AVONEX, AMEVIVE and ZEVALIN, royalty revenues, corporate partner revenues, debt financing transactions and interest income. We expect to finance our current and planned operating requirements principally through cash on hand, which includes funds from our joint business arrangement with Genentech related to the sale of RITUXAN, commercial sales of AVONEX, AMEVIVE and ZEVALIN, royalties and existing collaborative agreements and contracts, and sales of TYSABRI if we are able to re-launch this product. We believe that these funds will be sufficient to meet our operating requirements for the foreseeable future. However, we may, from time to time, seek additional funding

through a combination of new collaborative agreements, strategic alliances and additional equity and debt financings or from other sources. Our working capital and capital requirements will depend upon numerous factors, including: the continued commercial success of AVONEX and RITUXAN and, to a lesser extent, AMEVIVE and ZEVALIN; the future commercial availability of TYSABRI if we are able to re-launch this product; the timing and expense of obtaining regulatory approvals for products in development; the cost of launching new products, and the success of those products; funding and timing of payments related to several significant capital projects, the progress of our preclinical and clinical testing; fluctuating or increasing manufacturing requirements and research and development programs; levels of resources that we need to devote to the development of manufacturing, sales and marketing capabilities, including resources devoted to the marketing of AVONEX, RITUXAN, AMEVIVE, ZEVALIN and future products, as well as the future marketing and manufacturing of TYSABRI if we are able to re-launch this product; technological advances; status of products being developed by competitors; our ability to establish collaborative arrangements with other organizations; and working capital required to satisfy the options of holders of our senior notes and subordinated notes to require us to repurchase their notes on specified terms or upon the occurrence of specified events.

Until required for operations, we invest our cash reserves in bank deposits, certificates of deposit, commercial paper, corporate notes, foreign and U.S. government instruments and other readily marketable debt instruments in accordance with our investment policy.

Cash, cash equivalents and securities available-for-sale totaled $1.8 billion at June 30, 2005 and $2.2 billion at December 31, 2004. Our operating activities generated $441.7 million of cash for the six months ended June 30, 2005 as compared to $374.5 million for the comparable period of 2004. Net cash from operating activities includes our net income of $78.0 million, non-cash charges of $194.9 million for depreciation and amortization, $75.6 million related to the loss on sale of our manufacturing facility, $25.0 million of interest expense and amortization of investment premium, $49.6 million related to the write-down of inventory to net realizable value, $17.6 million of tax benefits related to stock options, $14.6 million for the impairment of other investments and other assets, offset by deferred income taxes of $99.6 million. Our investing activities provided $1.0 billion of cash in the six months ended June 30, 2005 compared to utilizing $16.7 million for the comparable period of 2004. Cash generated from investing activities consisted of $408.1 million of proceeds from the sale of our Oceanside, California manufacturing facility to Genentech on June 23, 2005, previously discussed in our results of operations. Additionally, approximately $780.7 million of net cash was provided from proceeds from sales of available-for-sale securities. We sold marketable securities in the second quarter of 2005 to fund the repurchase of our senior notes, discussed below. Cash uses for investing activities consisted of $156.2 million to fund construction projects and purchase property, plant and equipment, including our research and development and administration campus in San Diego and Oceanside manufacturing facility. Cash generated from financing activities included $64.4 million from the reissuance of treasury stock under employee stock option and stock purchase plans during the first quarter of 2005, compared to $171.3 million for the first six months of 2004. Cash outflows from financing activities included $746.4 million for the repurchase of our senior notes, discussed in detail below, and $322.6 million for the repurchase of common stock under our stock repurchase program. Proceeds from the exercise of employee stock options will vary from period to period based upon, among other factors, fluctuation in the market value of our stock relative to the price of the options.

In April and May 2002, we raised through the issuance of our senior notes, approximately $696.0 million, net of underwriting commissions and expenses of $18.4 million. The senior notes are zero coupon and were priced with a yield to maturity of 1.75% annually. On April 29, 2005 holders of 99.2% of the outstanding senior notes exercised their right under the indenture governing the senior notes to require us to repurchase their senior notes. On May 2, 2005, we paid $746.4 million in cash to repurchase those senior notes with an aggregate principal amount at maturity of approximately $1.2 billion. The purchase price for the senior notes paid by the Company was $624.73 in cash per $1,000 principal amount at maturity, and was based on the requirements of the indenture and the senior notes. Additionally, we will be required to make a cash payment in 2005 of approximately $56 million for the payment of tax for which deferred tax liabilities had been previously established related to additional deductible interest expense. Following the repurchase, $6.4 million ($10.2 million principal amount at maturity) of senior notes remain outstanding.

In February 1999, we raised through the issuance of our subordinated notes, approximately $112.7 million, net of underwriting commissions and expenses of $3.9 million. The subordinated notes are zero coupon and were priced with a yield to maturity of 5.5% annually. Upon maturity, the subordinated notes would have had an aggregate principal face value of $345.0 million. As of June 30, 2005, our remaining indebtedness under the subordinated notes was approximately $75.4 million at maturity, due to conversion of subordinated notes into common stock.

Each $1,000 aggregate principal face value subordinated note is convertible at the holders' option at any time through maturity into 40.404 shares of our common stock at an initial conversion price of $8.36 per share. In the first six months of 2005, holders of subordinated notes with a face value of approximately $143.8 million elected to convert their subordinated notes to approximately 5.8 million shares of our common stock. The holders of the subordinated notes may require us to purchase the subordinated notes on February 16, 2009 or 2014 at a price equal to the issue price plus accrued original issue discount to the date of purchase with us having the option to repay the subordinated notes plus accrued original issue discount in cash, common stock or a combination of cash and stock. We have the right to redeem at a price equal to the issue price plus the accrued original issue discount to the date of redemption all or a portion of the subordinated notes for cash at any time

In August 2004, we restarted construction of our large-scale biologic manufacturing facility in Hillerod, Denmark to be used to manufacture TYSABRI and other products in our pipeline. As of March 31, 2005, after our voluntary suspension of TYSABRI, we reconsidered our construction plans and determined that we would proceed with the bulk manufacturing component of our large-scale biologic manufacturing facility in Hillerod. Additionally, we added a labeling and packaging component to the project. We also determined that we would no longer proceed with the fill-finish component of our large-scale biological manufacturing facility in Hillerod. As a result, in the first quarter of 2005 we wrote-off $6.2 million to research and development expense of engineering costs related to the fill-finish component that had previously been capitalized. The original cost of the project was expected to be $372.0 million. As of June 30, 2005, we had committed approximately $171.0 million to the project, of which $82.0 million had been paid. We expect the label and packaging facility to be substantially completed in 2006 and licensed for operation in 2007.

The timing of the completion and anticipated licensing of the Hillerod facility is primarily dependent upon the commercial availability and potential market acceptance of TYSABRI. See "Forward-Looking Information and Risk Factors That May Affect Future Results — Safety Issues with TYSABRI Could Significantly Affect our Growth." If TYSABRI were permanently withdrawn from the market, we would need to evaluate our long-term plan for this facility. If we are able to reintroduce TYSABRI to the market, we would need to evaluate our requirements for TYSABRI inventory and additional manufacturing capacity in light of the approved label and our judgment of the potential U.S. market acceptance of TYSABRI in MS, the probability of obtaining marketing approval of TYSABRI in MS in the EU and other jurisdictions, and the probability of obtaining marketing approval of TYSABRI in additional indications in the U.S., EU and other jurisdictions.

In June 2004, we commenced construction to add additional research facilities and administrative space to one of our existing buildings in Cambridge, Massachusetts. The cost of the project is estimated to be $74.0 million. As of June 30, 2005, we had committed approximately $58.1 million to the project, of which $34.1 million had been paid. The project is expected to be substantially complete in late 2005.

In June 2004, we entered into a collaborative research and development agreement with Vernalis plc, or Vernalis, aimed at advancing research into Vernalis' adenosine A2A receptor antagonist program, which targets Parkinson's disease and other central nervous system disorders. Under the agreement, we receive exclusive worldwide rights to develop and commercialize Vernalis' lead compound, V2006. We paid Vernalis an initial

license fee of $10.0 million in July 2004, which was recorded in research and development expenses in the second quarter of 2004. Terms of the collaborative agreement require us to make milestone payments upon the achievement of certain program objectives and pay royalties on future sales, if any, of commercial products resulting from the collaboration. In June 2004, we made an investment of $5.5 million through subscription for approximately 6.2 million new Vernalis ordinary shares. In March 2005, we purchased approximately 1.4 million additional shares under a qualified offering for $1.8 million, which fully satisfies our investment obligation under the collaboration agreement. We now hold a total of approximately 7.6 million shares representing 3.81% of total shares outstanding. Our investment in Vernalis is included in investments and other assets.

In October 2004, our Board of Directors authorized the repurchase of up to 20.0 million shares of our common stock. The repurchased stock will provide us with treasury shares for general corporate purposes, such as common stock to be issued under our employee equity and stock purchase plans. This repurchase program will expire no later than October 4, 2006. During the first six months of 2005, we repurchased approximately 7.5 million shares under this program, at a cost of $322.6 million. Approximately 11.9 million shares remain authorized for repurchase under this program at June 30, 2005.

In February 2004, our Board of Directors authorized the repurchase of up to 12.0 million shares of our common stock. During 2004, we repurchased all 12.0 million shares at a cost of $698.4 million, completing this program. The repurchased stock provided us with treasury shares to be used for general corporate purposes, such as common stock to be issued under our employee equity and stock purchase plans.

Legal Matters

On March 2, 2005, we, along with William H. Rastetter, our Executive Chairman, and James C. Mullen, our Chief Executive Officer, were named as defendants in a purported class action lawsuit, captioned Brown v. Biogen Idec Inc., et al., filed in the U.S. District Court for the District of Massachusetts. The complaint alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. The action is purportedly brought on behalf of all purchasers of our publicly-traded securities between February 18, 2004 and February 25, 2005. The plaintiff alleges that the defendants made materially false and misleading statements regarding potentially serious side effects of TYSABRI in order to gain accelerated approval from the FDA for the product's distribution and sale. The plaintiff alleges that these materially false and misleading statements harmed the purported class by artificially inflating our stock price during the purported class period and that company insiders benefited personally from the inflated price by selling our stock. The plaintiff seeks unspecified damages, as well as interest, costs and attorneys' fees. Substantially similar actions, captioned Grill v. Biogen Idec Inc., et al. and Lobel v. Biogen Idec Inc., et al., were filed on March 10, 2005 and April 21, 2005 in the same court by other purported class representatives. By court orders dated April 6, 2005 and May 27, 2005, defendants are not required to respond to the complaints until at least 35 days after the later of (a) the Court's selection of a lead plaintiff pursuant to the Private Securities Litigation Reform Act or (b) the date on which a consolidated amended complaint, if any, is served upon the defendants. On May 2, 2005, four motions were filed to consolidate the actions, to appoint lead plaintiffs and to approve the selection of lead counsel. The Court has not yet ruled on those motions. We believe that the actions are without merit and intend to contest them vigorously. At this stage of litigation, we cannot make any estimate of a potential loss or range of loss.

On March 4, 2005, a purported shareholder derivative action, captioned Halpern v. Rastetter, et al. ("Halpern"), was filed in the Court of Chancery for the State of Delaware, in New Castle County, on our behalf, against us as nominal defendant, our Board of Directors and our former general counsel. The plaintiff derivatively claims breaches of fiduciary duty by our Board of Directors for inadequate oversight of our policies, practices, controls and assets, and for recklessly awarding executive bonuses despite alleged awareness of potentially serious side effects of TYSABRI and the potential for related harm to our financial position. The plaintiff also derivatively claims that our Executive Chairman, former general counsel and a director misappropriated confidential company information for personal profit by selling our stock while in possession of material, non-public information regarding the potentially serious side effects of TYSABRI, and alleges that our Board of Directors did not ensure that appropriate policies were in place regarding the control of confidential information and personal trading in our securities by officers and directors. The plaintiff seeks unspecified damages, profits, the return of all bonuses paid by us, costs and attorneys' fees. A substantially similar action, captioned Golaine v. Rastetter, et al. ("Golaine"), was filed on March 14, 2005 in the same court. Neither of the plaintiffs made presuit demand on our Board of Directors prior to filing their

respective actions. We filed an Answer and Affirmative Defenses in Halpern on March 31, 2005 and our Board of Directors filed an Answer and Affirmative Defenses on April 11, 2005, which was amended as of April 12, 2005. By court order dated April 14, 2005, Halpern and Golaine were consolidated, captioned In re Biogen Idec Inc. Derivative Litigation (the "Delaware Action") and the Halpern complaint was deemed the operative complaint in the Delaware Action. On May 19, 2005, we and our Board of Directors filed a motion seeking judgment on the pleadings, and briefing on that motion has not concluded. Oral argument is scheduled for September 14, 2005. The consolidated action does not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On March 9, 2005, two additional purported shareholder derivative actions, captioned Carmona v. Mullen, et al. ("Carmona") and Fink v. Mullen, et al. ("Fink"), were brought in the Superior Court of the State of California, County of San Diego, on our behalf, against us as nominal defendant, our Board of Directors and our chief financial officer. The plaintiffs derivatively claim breach of fiduciary duties, abuse of control, gross mismanagement, waste of corporate assets and unjust enrichment against all defendants. The plaintiffs also derivatively claim insider selling in violation of California Corporations Code § 25402 and breach of fiduciary duty and misappropriation of information against certain defendants who sold our securities during the period of February 18, 2004 to the date of the complaints. The plaintiffs allege that the defendants caused and/or allowed us to issue, and conspired, aided and abetted and acted in concert in concealing that we were issuing, false and misleading press releases about the safety of TYSABRI and its financial prospects which resulted in legal claims being asserted against us, irreparable harm to our corporate image, depression of our stock price and impairment of our ability to raise capital. The plaintiffs also allege that certain defendants sold personally owned shares of our stock while in possession of material, undisclosed, adverse information. The plaintiffs seek unspecified damages, treble damages for the purported insider trading in violation of California Corporate Code § 25402, equitable relief including restriction of the defendants' trading proceeds or other assets, restitution, disgorgement and costs, including attorneys' fees and expenses. Neither of the plaintiffs made presuit demand on the Board of Directors prior to filing their respective actions. On April 11, 2005, all defendants filed a Motion To Stay Proceedings in both Carmona and Fink, which the plaintiffs' opposed, pending resolution of the Delaware Action. On May 11, 2005, the Court consolidated the Carmona and Fink cases. On May 27, 2005, the Court granted defendants' Motion to Stay. These purported derivative actions do not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On June 20, 2005, a purported class action, captioned Wayne v. Biogen Idec Inc. and Elan Pharmaceutical Management Corp., was filed in the U.S. District Court for the Northern District of California. The complaint purports to assert claims for strict product liability, medical monitoring and concert of action arising out of the manufacture, marketing, distribution and sale of TYSABRI. The action is purportedly brought on behalf of all persons in the U.S. who have had infusions of TYSABRI and who have not been diagnosed with any medical conditions resulting from TYSABRI use. The plaintiff alleges that defendants, acting individually and in concert, failed to warn the public about purportedly known risks related to TYSABRI use. The plaintiff seeks to recover the cost of periodic medical examinations, restitution, interest, compensatory and punitive damages, and attorneys' fees. We believe that the action is without merit and intend to contest it vigorously. At this stage of litigation, we cannot make any estimate of a potential loss or range of loss.

Our Board of Directors has received letters, dated March 1, 2005, March 15, 2005 and May 23, 2005, respectively, on behalf of purported owners of our securities purportedly constituting demands under Delaware law. A supplement to the March 1 letter was received on March 2, 2005. The letters generally allege that certain of our officers and directors breached their fiduciary duty to us by selling personally held shares our securities while in possession of material, non-public information about potential serious side effects of TYSABRI. The letters generally request that our Board of Directors take action on our behalf to recover compensation and profits from the officers and directors, consider enhanced corporate governance controls related to the sales of securities by insiders, and pursue other such equitable relief, damages, and other remedies as may be appropriate. A special litigation committee of our Board of Directors has been formed, and, with the assistance of independent outside counsel, is currently considering the letters and will respond in a time and manner consistent with Delaware law. Nevertheless, on June 23, 2005, one of the purported shareholders who made demand, and was aware of the formation of a special litigation committee to investigate the assertions in the demands, apparently filed a purported derivative action (which has not yet been served), in the Middlesex Superior Court for the Commonwealth of Massachusetts, on our behalf, against us as nominal defendant, our former general counsel, a member of our Board of Directors and our Executive Chairman. The plaintiff derivatively claims that our Executive Chairman, former general counsel and the

director defendant misappropriated confidential company information for personal profit by selling our stock while in possession of material, non-public information regarding the potentially serious side effects of TYSABRI. The plaintiff seeks disgorgement of profits, costs and attorneys' fees. The action does not seek affirmative relief from the Company. We believe that there are substantial legal and factual defenses to the claims and intend to pursue them vigorously.

On April 21, 2005, we received a formal order of investigation from the Boston District Office of the SEC. The SEC is investigating whether any violations of the federal securities laws occurred in connection with the suspension of marketing and commercial distribution of TYSABRI. We continue to cooperate fully with the SEC in this investigation. We are unable to predict the outcome of this investigation or the timing of its resolution at this time.

On June 9, 2005, we, along with numerous other companies, received a request for information from the U.S. Senate Committee on Finance (the "Committee") concerning the Committee's review of issues relating to the Medicare and Medicaid programs' coverage of prescription drug benefits. We are cooperating fully with the Committee's information request. We are unable to predict the outcome of this review or the timing of its resolution at this time.

On July 20, 2005, a products liability action captioned Walter Smith, as Personal Representative of the Estate of Anita Smith, decedent, and Walter Smith, individually v. Biogen Idec Inc. and Elan Corp., PLC, was commenced in the Superior Court of the Commonwealth of Massachusetts, Middlesex County. The complaint purports to assert statutory wrongful death claims based on negligence, agency principles, fraud, breach of warranties, loss of consortium, conscious pain and suffering, and unfair and deceptive trade practices in violation of Mass. G.L., c. 93A. The complaint alleges that Anita Smith, a participant in a TYSABRI clinical trial, died as a result of PML caused by TYSABRI and that the defendants, individually and jointly, prematurely used TYSABRI in a clinical trial, failed to adequately design the clinical trial, failed to adequately monitor patients participating in the clinical trial, and failed to adequately address and warn of the risks of PML, immunosuppression and risks associated with the pharmacokinetics of TYSABRI when used in combination with AVONEX. The plaintiff seeks compensatory, punitive and multiple damages as well as interest, costs and attorneys' fees. We believe that the action is without merit and intend to contest it vigorously. At this stage of the litigation, we cannot make any estimate of a potential range of loss.

On October 4, 2004, Genentech, Inc. received a subpoena from the U.S. Department of Justice requesting documents related to the promotion of RITUXAN. We market RITUXAN in the U.S. in collaboration with Genentech. Genentech has disclosed that it is cooperating with the associated investigation, which they disclosed that they have been advised is both civil and criminal in nature. The potential outcome of this matter and its impact on us cannot be determined at this time.

On July 15, 2003, Biogen, Inc. (now Biogen Idec MA, Inc., one of our wholly-owned subsidiaries), along with Genzyme Corporation and Abbott Bioresearch Center, Inc., filed suit against The Trustees of Columbia University in the City of New York, or Columbia, in the U.S. District Court for the District of Massachusetts, contending that we no longer have any obligation to pay royalties to Columbia on sales of our products under a 1993 license agreement between us and Columbia related to U.S. Patent Nos. 4,399,216, 4,634,665, and 5,179,017, also referred to as the Original Patents, or under a newly issued patent, U.S. Patent No. 6,455,275, also referred to as the '275 patent (the 2003 action). Based, in part, on the court's subsequent finding that we had made a strong showing that we might prevail in proving the '275 patent is invalid under the doctrine of non-statutory double patenting, Columbia has since covenanted not to sue Biogen Idec MA, Inc. on any claim of the '275 patent and any claim that is the same or substantially the same as the claims of the '275 patent if such claim(s) emerge from the reexamination or reissue proceedings currently pending before the U.S. Patent and Trademark Office, or USPTO, with respect to the '275 patent. As a result of Columbia's covenant not to sue, and Columbia's assertion that Biogen Idec MA, Inc. is a licensee in good standing, the court issued an order on November 5, 2004, in which it dismissed Biogen Idec MA Inc.'s claims for declaratory relief for lack of subject matter jurisdiction. At this time, we are unable to predict whether any claims will issue from the USPTO on the reexamination or reissue proceedings concerning the '275 patent, or whether, if any claims do issue, such claims will pose a risk of infringement with respect to our activities.

On September 17, 2004, Biogen Idec Inc., Biogen Idec MA, Inc., and Genzyme Corporation, filed suit against Columbia in the U.S. District Court for the District of Massachusetts (the 2004 action). In the 2004 action we

reasserted some of the contentions made in our complaint in the action filed in 2003 action. For example, that we are seeking a declaratory judgment that we have no obligation to pay any further royalties under the license agreement because the Original Patents have expired and the '275 patent is invalid and unenforceable; and that Columbia should be permanently enjoined from demanding any further royalties based on the '275 patent or on any pending continuations, continuations-in-part, or divisional applications of the Original Patents. We have also asserted claims for relief based on abuse of process, breach of contract, violation of Massachusetts laws concerning unfair and deceptive trade practices, prosecution laches and inequitable conduct. To date, Columbia has refused to extend its covenant not to sue on the '275 patent to Biogen Idec Inc. In the event that we are unsuccessful in the present litigation and Columbia asserts a claim for infringement against Biogen Idec Inc., we may be liable for damages suffered by Columbia with respect to unpaid royalties and such other relief as Columbia may seek and be granted by the Court. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

On August 10, 2004, Classen Immunotherapies, Inc. filed suit against us, GlaxoSmithKline, Chiron Corporation, Merck & Co., Inc., and Kaiser-Permanente, Inc., in the U.S. District Court for the District of Maryland, contending that we induced infringement of U.S. patents 6,420,139, 6,638,739, 5,728,385, and 5,723,283, all of which are directed to various methods of immunization or determination of immunization schedules. The inducement of infringement claims are based on allegations that we "provided instructions and/or recommendations on a proper immunization schedule for vaccines" to other defendants who are alleged to have directly infringed the patents at issue. We are investigating the allegations, however, we do not believe them to be based in fact. Under our 1988 license agreement with GlaxoSmithKline, GlaxoSmithKline is obligated to indemnify and defend us against these claims. In the event that the nature of the claims change such that GlaxoSmithKline is no longer obligated to indemnify and defend us and we are unsuccessful in the present litigation we may be liable for damages suffered by Classen and such other relief as Classen may seek and be granted by the court. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

Along with several other major pharmaceutical and biotechnology companies, Biogen, Inc. (now Biogen Idec MA, Inc., one of our wholly-owned subsidiaries) or, in certain cases, Biogen Idec Inc., was named as a defendant in lawsuits filed by the City of New York and the following Counties of the State of New York: County of Albany, County of Allegany, County of Broome, County of Cattaraugus, County of Cayuga, County of Chautauqua, County of Chenango, County of Erie, County of Fulton, County of Genesee, County of Greene, County of Herkimer, County of Jefferson, County of Madison, County of Monroe, County of Nassau, County of Niagara, County of Oneida, County of Onondaga, County of Putnam, County of Rensselaer, County of Rockland, County of St. Lawrence, County of Saratoga, County of Steuben, County of Suffolk, County of Tompkins, County of Warren, County of Washington, County of Wayne, County of Westchester, and County of Yates. All of the cases, except for the County of Erie and County of Nassau cases, are the subject of a Consolidated Complaint, which was filed on June 15, 2005 in U.S. District Court for the District of Massachusetts in Multi-District Litigation No. 1456. The County of Nassau, which originally filed its complaint on November 24, 2004, filed an amended complaint on March 24, 2005 and that case is also pending in the U.S. District Court for the District of Massachusetts. The County of Erie originally filed its complaint in Supreme Court of the State of New York on March 8, 2005. On April 15, 2005, Biogen Idec and the other named defendants removed the case to the U.S. District Court for the Western District of New York. That case has been stayed pending a decision by the Joint Panel on Multi-District Litigation (JPMDL) regarding transfer to the U.S. District Court for the District of Massachusetts. On May 12, 2005, the JPMDL issued a Conditional Transfer Order, transferring the case to the U.S. District Court for the District of Massachusetts. The County of Erie filed a motion to vacate the Conditional Transfer Order on June 7, 2005. Biogen Idec, together with other named defendants, filed an opposition to the motion to vacate shortly thereafter. The motion to vacate is currently pending before the JPMDL.

All of the complaints allege that the defendants fraudulently reported the Average Wholesale Price for certain drugs for which Medicaid provides reimbursement, also referred to as Covered Drugs; marketed and promoted the sale of Covered Drugs to providers based on the providers' ability to collect inflated payments from the government and Medicaid beneficiaries that exceeded payments possible for competing drugs; provided financing incentives to providers to over-prescribe Covered Drugs or to prescribe Covered Drugs in place of competing drugs; and overcharged Medicaid for illegally inflated Covered Drugs reimbursements. The complaints allege violations of New York state law and advance common law claims for unfair trade practices, fraud, and unjust enrichment. In addition, all of the complaints, with the exception of the County of Erie complaint, allege that the defendants failed to accurately report the "best price" on the Covered Drugs to the Secretary of Health and Human Services pursuant

to rebate agreements entered into with the Secretary of Health and Human Services, and excluded from their reporting certain drugs offered at discounts and other rebates that would have reduced the "best price." On April 8, 2005, the court dismissed similar claims, which were brought by Suffolk County against Biogen Idec and eighteen other defendants in a complaint filed on August 1, 2003. The court held that Suffolk County's documentation was insufficient to plead allegations of fraud. Neither Biogen Idec nor the other defendants have answered or responded to the complaints that are currently pending in the U.S. District Court for the District of Massachusetts, as all of the plaintiffs have agreed to stay the time to respond until a case management order and briefing schedule have been approved by the Court. Biogen Idec intends to defend itself vigorously against all of the allegations and claims in these lawsuits. At this stage of the litigation, we cannot make any estimate of a potential loss or range of loss.

In addition, we are involved in certain other legal proceedings generally incidental to our normal business activities. While the outcome of any of these proceedings cannot be accurately predicted, we do not believe the ultimate resolution of any of these existing matters would have a material adverse effect on our business or financial condition.

New Accounting Standards

In May 2005, the FASB issued SFAS 154, "Accounting Changes and Error Corrections," which replaces APB Opinion No. 20, "Accounting Changes," and supersedes FASB Statement No. 3, "Reporting Accounting Changes in Interim Financial Statements—an amendment of APB Opinion No. 28." SFAS 154 requires retrospective application to prior periods' financial statements of changes in accounting principle, unless it is impracticable to determine either the period-specific effects or the cumulative effect of the change. When it is impracticable to determine the period-specific effects of an accounting change on one or more individual prior periods presented, SFAS 154 requires that the new accounting principle be applied to the balances of assets and liabilities as of the beginning of the earliest period for which retrospective application is practicable and that a corresponding adjustment be made to the opening balance of retained earnings for that period rather than being reported in an income statement. When it is impracticable to determine the cumulative effect of applying a change in accounting principle to all prior periods, SFAS 154 requires that the new accounting principle be applied as if it were adopted prospectively from the earliest date practicable. SFAS 154 shall be effective for accounting changes and corrections of errors made in fiscal years beginning after December 15, 2005. We do not expect the provisions of the SFAS 154 will have a significant impact on our results of operations.

In December 2004, the Financial Accounting Standards Board (FASB) issued SFAS 123(R), "Share-Based Payments," which replaces FASB Statement No. 123, Accounting for Stock-Based Compensation, and supersedes APB Opinion No. 25, "Accounting for Stock Issued to Employees." SFAS 123(R) will require all share-based payments to employees, including grants of employee stock options, to be recognized in the statement of operations based on their fair values. SFAS 123(R) offers alternative methods for determining the fair value. In April 2005, the SEC issued a new rule that allows companies to implement SFAS 123(R) at the beginning of the next fiscal year, instead of the next reporting period, that begins after June 15, 2005. As a result, we will implement SFAS 123(R) in the reporting period starting January 1, 2006. We expect that SFAS 123(R) will have a significant impact on our financial statements. At the present time, we have not yet determined which valuation method we will use.

The FASB has proposed amending SFAS 128, "Earnings per Share," to make it consistent with International Accounting Standard 33, "Earnings per Share", and make earning per share, or EPS, computations comparable on a global basis. Under the proposed amendment, the year-to-date EPS computation would be performed independently from the quarterly computations. Additionally, for all contracts that may be settled in either cash or shares of stock, companies must assume that settlement will occur by the issuance of shares for purposes of computing diluted EPS, even if they intend to settle by paying cash or have a history of cash-only settlements, regardless of who controls the means of settlement. Lastly, under the proposed amendment, shares that will be issued upon conversion of a mandatory convertible security must be included in the weighted-average number of shares outstanding used in computing basic EPS from the date that conversion becomes mandatory, using the if-converted method, regardless of whether the result is anti-dilutive. The proposed amended standard was expected to be issued during the first quarter of 2005. However, the FASB has not yet finalized the revised effective date of the proposed amendment or its transition provisions. Retrospective application in all periods presented would be required, and could require the restatement of previously reported EPS. We do not expect the provisions of the amended SFAS 128 will have a significant impact on our results of operations.

In July 2005, the FASB published an Exposure Draft of a proposed Interpretation, "Accounting for Uncertain Tax Positions." The Exposure Draft seeks to reduce the significant diversity in practice associated with recognition and measurement in the accounting for income taxes. It would apply to all tax positions accounted for in accordance with SFAS 109, "Accounting for Income Taxes." The Exposure Draft requires that a tax position meet a "probable recognition threshold" for the benefit of the uncertain tax position to be recognized in the financial statements. This threshold is to be met assuming that the tax authorities will examine the uncertain tax position. The Exposure Draft contains guidance with respect to the measurement of the benefit that is recognized for an uncertain tax position, when that benefit should be derecognized, and other matters. This proposed Interpretation would clarify the accounting for uncertain tax positions in accordance with SFAS 109. This Interpretation, once approved, is expected to be effective as of the end of the first fiscal year ending after December 15, 2005. We are currently evaluating the impact this proposed Interpretation would have on our results of operations.

CRITICAL ACCOUNTING ESTIMATES

We incorporate by reference the section "Management's Discussion and Analysis of Financial Condition and Results of Operation — Critical Accounting Estimates" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2004. Significant judgements and/or updates to the policies since December 31, 2004 are included below.

Revenue Recognition and Accounts Receivable

Product revenue consists of sales from four of our products: AVONEX, AMEVIVE, ZEVALIN, and TYSABRI. The timing of distributor orders and shipments can cause variability in earnings. Revenues from product sales are recognized when product is shipped and title and risk of loss has passed to the customer, typically upon delivery. Revenues are recorded net of applicable allowances for returns, patient assistance, trade term discounts, Medicaid rebates, Veteran's Administration rebates, and managed care discounts and other applicable allowances. Included in our condensed consolidated balance sheets at June 30, 2005 and December 31, 2004 are allowances for returns, rebates, discounts and other allowances which totaled $38.4 million and $33.8 million, respectively. At June 30, 2005, our allowance for product returns was $1.4 million. In the first six months of 2005, total discounts and allowances were approximately 2% of total current assets and less than 1% of total assets. We prepare our estimates for sales returns and allowances, discounts and rebates quarterly based primarily on historical experience updated for changes in facts and circumstances, as appropriate.

For the three and six months ended June 30, 2005, we recorded $54.2 million and $108.0 million, respectively, in our condensed consolidated statements of income related to sales returns and allowances, discounts, and rebates compared to $38.7 million and $77.6 million, respectively, for the comparable periods in 2004. In the three and six months ended June 30, 2005, the amount of product returns was approximately 1.0% and 2.0%, respectively, of product revenue for all our products, compared to 0.9% and 1.0%, respectively, for the comparable periods in 2004. Product returns were $4.1 million and $16.1 million for the three and six months ended June 30, 2005, respectively, compared to $3.3 million and $7.2 million, respectively, in the comparable periods in 2004. The increase of product returns in the three and six months ended June 30, 2005 consisted primarily of $0.7 million and $9.7 million, respectively, due to the voluntary suspension of TYSABRI. Product returns in the first six months of 2005 included $7.3 million related to product sales made prior to 2005, of which $4.7 million was reserved for at December 31, 2004.

In January 2003, we received regulatory approval to market AMEVIVE in the U.S. In connection with the commercialization of AMEVIVE, we implemented an initiative, undertaken in cooperation with one of our distributors which provides discounts on future purchases of AMEVIVE made after a private payor has initially verified that it will cover the product but later denies the claim after appeal and where the other requirements of the initiative are met. Under this initiative, our exposure was contractually limited to 5% of the price of all AMEVIVE purchased by the distributor. As a result, we deferred recognition of revenue of 5% of AMEVIVE purchased by the distributor until such time as sufficient history of insurance reimbursement claims becomes available. As of December 31, 2004, we had approximately $2.8 million of deferred revenue related to this initiative in accrued expenses and other. Since January 2003, our experience of denials of claims after appeal and where the other requirements of the initiative have been met were substantially below the contractual limit. As a result, in the first

half of 2005, we recognized approximately $2.8 million in AMEVIVE product revenue, which had previously been deferred.

Under our agreement with Elan, we manufacture TYSABRI and, in the U.S. prior to the suspension, sold TYSABRI to Elan who then distributed TYSABRI to third party distributors. Prior to the suspension, we recorded revenue when TYSABRI was shipped from Elan to third party distributors. In the first quarter of 2005, we recorded $5.9 million of net product revenues related to sales of TYSABRI to Elan that we estimate were ultimately dosed into patients. Additionally, as of March 31, 2005, we deferred $14.0 million in revenue, which has been fully paid by Elan, related to sales of TYSABRI which had not yet been shipped by Elan and remains deferred at June 30, 2005. As of March 31, 2005, and in connection with the voluntary suspension of TYSABRI, we recorded an allowance for sales returns of approximately $9.0 million, which represented our best estimate of expected returns from our customers of product we sold in the first quarter of 2005. This allowance was based on expected returns of TYSABRI. As of June 30, 2005, our estimates of returns were updated based on additional information from customers. As of June 30, 2005, our allowance for sales returns of TYSABRI were adjusted to be approximately $9.7 million, based on updated expectations for returns. This resulted in a reduction of TYSABRI revenues in the second quarter of 2005 of approximately $0.7 million. Should our estimate of expected sales returns and allowances be materially different from actual returns, then we may be required to record adjustments, which could result in additional revenues or further reductions of revenue. As of June 30, 2005, Elan owed us $22.7 million, representing commercialization and development expenses as well as withdrawal costs incurred by us, which is included in other current assets on our condensed consolidated balance sheets.

Income Taxes

Income tax expense includes a provision for income tax contingencies, which we believe is adequate and appropriate.

In preparing our consolidated financial statements, we estimate our income tax liability in each of the jurisdictions in which we operate by estimating our actual current tax expense together with assessing temporary differences resulting from differing treatment of items for tax and financial reporting purposes. These differences result in deferred tax assets and liabilities, which are included in our consolidated balance sheets. Significant management judgment is required in assessing the realizability of our deferred tax assets. In performing this assessment, we consider whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. In making this determination, under the applicable financial accounting standards, we are allowed to consider the scheduled reversal of deferred tax liabilities, projected future taxable income, and the effects of viable tax planning strategies. Our estimates of future taxable income include, among other items, our estimates of future income tax deductions related to the exercise of stock options. In the event that actual results differ from our estimates or we adjust our estimates in future periods, we may need to establish a valuation allowance, which could materially impact our financial position and results of operations.

Marketable Securities

We invest our excess cash balances in short-term and long-term marketable securities, principally corporate notes and government securities. At June 30, 2005, substantially all of our securities were classified as “available-for-sale.” All available-for-sale securities are recorded at fair market value and unrealized gains and losses are included in accumulated other comprehensive (loss) income in shareholders’ equity, net of related tax effects. Realized gains and losses and declines in value, if any, judged to be other than temporary on available-for-sale securities are reported in other expense. In the first quarter of 2005, we recognized a charge of approximately $3.1 million for certain unrealized losses on available-for-sale securities that were determined to be other-than-temporary, because we knew the securities would be sold prior to a potential recovery of their decline in value. Any future determinations that unrealized losses are other than temporary could have an impact on earnings. The cost of available-for-sale securities sold is based on the specific identification method. We have established guidelines that maintain safety and provide adequate liquidity in our available-for-sale portfolio. These guidelines are periodically reviewed and modified to take advantage of trends in yields and interest rates.

As part of our strategic product development efforts, we invest in equity securities of certain biotechnology companies with which we have collaborative agreements. Statement of Financial Accounting Standards No. 115, or SFAS 115, "Accounting for Certain Investments in Debt and Equity Securities," addresses the accounting for investment in marketable equity securities. As a matter of policy, we determine on a quarterly basis whether any decline in the fair value of a marketable security is temporary or other than temporary. Unrealized gains and losses on marketable securities are included in other comprehensive income in shareholders' equity, net of related tax effects. If a decline in the fair value of a marketable security below our cost basis is determined to be other than temporary, such marketable security is written down to its estimated fair value with a charge to current earnings. The factors that we consider in our assessments include the fair market value of the security, the duration of the security's decline, and prospects for the company, including favorable clinical trial results, new product initiatives and new collaborative agreements. In the first three months of 2005, we recognized a $9.2 million charge for the impairment of an investment that was determined to be other than temporary following a decline in value during the first quarter of 2005 due to unfavorable clinical results and the future prospects for the company. Any future determinations that unrealized losses are other than temporary could have an impact on earnings. At June 30, 2005, we had no unrealized losses related to these marketable securities. The fair market value of these marketable securities totaled $9.8 million at June 30, 2005.

We also invest in equity securities of certain companies whose securities are not publicly traded and fair value is not readily available. These investments are recorded using the cost method of accounting and, as a matter of policy, we monitor these investments in private securities on a quarterly basis, and determine whether any impairment in their value would require a charge to current earnings, based on the implied value from any recent rounds of financing completed by the investee, market prices of comparable public companies, and general market conditions. There were no significant charges to current earnings in the three and six months ended June 30, 2005. Recognition of impairments for these securities may cause variability in earnings.

Inventory

Inventories are stated at the lower of cost or market with cost determined under the first-in, first-out, or FIFO, method. Included in inventory are raw materials used in the production of pre-clinical and clinical products, which are, expensed as research and development costs when consumed.

We manufactured TYSABRI during the second quarter of 2005 and completed our scheduled production of TYSABRI during July 2005. Because of the uncertain future commercial availability of TYSABRI and our inability to predict to the required degree of certainty that TYSABRI inventory will be realized in commercial sales prior to the expiration of its shelf life, we expensed $23.2 million of costs related to the manufacture of TYSABRI in the first quarter of 2005 to cost of product revenues. At the time of production, the inventory was believed to be commercially salable. Beginning in the second quarter of 2005, we charged the costs related to the manufacture of TYSABRI to research and development expense. As a result, in the second quarter of 2005, we expensed $19.9 million related to the manufacture of TYSABRI to research and development expense. In subsequent periods, we will continue to assess TYSABRI to determine if manufacturing costs need to continue to be expensed and whether such expenses should be charged to cost of product revenues or research and development expense in light of existing information related to the potential future commercial availability of TYSABRI and applicable accounting standards.

We periodically review our inventories for excess or obsolete inventory and write down obsolete or otherwise unmarketable inventory to its estimated net realized value. If the actual realizable value is less than that estimated by us, or if there are any further determinations that inventory will not be marketable based on estimates of demand, additional inventory write-offs may be required. For the three and six months ended June 30, 2005, we wrote down $8.5 million and $26.4 million, respectively, of unmarketable inventory which was charged to cost of product revenues. The write-downs for the three months ended June 30, 2005 consisted of $7.1 million for AMEVIVE, $0.7 million for AVONEX and $0.7 million for ZEVALIN. The write-downs for the six months ended June 30, 2005 consisted of the amounts written-down in the three months ended June 30, 2005 plus an additional $8.8 million for AVONEX, $7.2 million for AMEVIVE and $1.9 million for ZEVALIN, which were written-down in the three months end March 31, 2005.

Upon approval by the FDA of a new component of the pre-filled syringe formulation of AVONEX in March 2005, we wrote-down $8.4 million of the remaining supplies of the alternative presentations of AVONEX that are

no longer needed, given the recent approval. The AMEVIVE inventory and the remaining $1.1 million of AVONEX inventory that was written down in the first six months of 2005 were written down when it was determined that the inventory failed to meet the numerous stringent quality specifications agreed upon with the FDA. The ZEVALIN inventory that was written down in the first six months of 2005 was written down when it was determined that the inventory will not be marketable based on estimates of demand.

For the three and six months ended June 30, 2004, we wrote down $8.3 million and $11.9 million, respectively, of unmarketable inventory to cost of product revenues. The write-downs for the three months ended June 30, 2004 consisted of $3.6 million related to AVONEX and $4.7 million related of excess ZEVALIN commercial inventory that will not be marketable, based on estimates of ZEVALIN demand. The write-downs for the six months ended June 30, 2004 consisted of the amounts written-down in the three months ended June 30, 2004, plus an additional $2.1 million related to AVONEX and $1.5 million related to AMEVIVE, which were written-down in the three months ended March 31, 2004. The AVONEX and AMEVIVE inventory was written-down to net realizable value when it was determined that the inventory did not meet quality specifications.

Impairment of Long-Lived Assets

Long-lived assets to be held and used, including intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets might not be recoverable. Conditions that would necessitate an impairment assessment include a significant decline in the observable market value of an asset, a significant change in the extent or manner in which an asset is used, or a significant adverse change that would indicate that the carrying amount of an asset or group of assets is not recoverable. Determination of recoverability is based on an estimate of undiscounted future cash flows resulting from the use of the asset and its eventual disposition. In the event that such cash flows are not expected to be sufficient to recover the carrying amount of the assets, the assets are written down to their estimated fair values. Long-lived assets to be disposed of are carried at fair value less costs to sell.

In March 2005, we determined that we would no longer proceed with the fill-finish component of our large-scale biologic manufacturing facility in Hillerod. As a result, in the first quarter of 2005, we wrote-down to research and development expense approximately $6.2 million of engineering costs which had previously been capitalized.

Contingencies and Litigation

There has been, and we expect there may be significant litigation in the industry regarding commercial practices, regulatory issues, pricing, and patents and other intellectual property rights. Certain adverse unfavorable rulings or decisions in the future, including in the litigation described under “Legal Matters,” could create variability or have a material adverse effect on our future results of operations and financial position.

CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

We have carried out an evaluation, under the supervision and the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Securities Exchange Act) as of June 30, 2005. Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of June 30, 2005, our disclosure controls and procedures are effective in providing reasonable assurance that (a) the information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and (b) such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control over Financial Reporting

We have not made any changes in our internal control over financial reporting during the second quarter of 2005 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Use of Non-GAAP Financial Measures

We use pro forma gross margin of product sales measures in the "Cost of Sales" section. These are non-GAAP financial measures. The most directly comparable GAAP financial measures as well as the reconciliation between the non-GAAP financial measures and the GAAP financial measures are presented in the discussion of the non-GAAP financial measures. Management believes that these non-GAAP financial measures provide useful information to investors. In particular, management believes that these non-GAAP financial measures allow investors to monitor and evaluate our ongoing operating results and trends and gain a better understanding of our past performance as well as period-to-period performance.

Forward-Looking Information and Risk Factors That May Affect Future Results

The SEC encourages public companies to disclose forward-looking information so that investors can better understand a company's future prospects and make informed investment decisions. In addition to historical information, this report contains forward-looking statements that involve risks and uncertainties that could cause actual results to differ materially from those reflected in such forward-looking statements. Reference is made in particular to forward-looking statements regarding the anticipated level of future product sales, royalty revenues, expenses and profits, regulatory approvals, our ability to continue development of TYSABRI and reintroduce TYSABRI into the market, the completion of the safety evaluations of TYSABRI, the re-initiation of manufacturing of TYSABRI, the development and the marketing of additional products, the impact of competitive products, the anticipated outcome of pending or anticipated litigation and patent-related proceedings, the substantial completion of our Denmark large-scale manufacturing facility, the substantial completion and licensing of our Denmark packaging and labeling facility, and our ability to meet our manufacturing needs, and the value of investments in certain marketable securities. These and all other forward-looking statements are made based on our current belief as to the outcome and timing of such future events. Risk factors which could cause actual results to differ from our expectations and which could negatively impact our financial condition and results of operations are discussed below and elsewhere in this report. Although we believe that the risks described below represent all material risks currently applicable to our business, additional risks and uncertainties not presently known to us or that are currently not believed to be significant to our business may also affect our actual results and could harm our business, financial condition and results of operations. Unless required by law, we do not undertake any obligation to publicly update any forward-looking statements.

Our Revenues Rely Significantly on a Limited Number of Products

Our current and future revenues depend substantially upon continued sales of our commercial products. Revenues related to sales of two of our products, AVONEX and RITUXAN, represented approximately 94% of our total revenues in the second quarter of 2005. We cannot assure you that AVONEX or RITUXAN will continue to be accepted in the U.S. or in any foreign markets or that sales of either of these products will not decline in the future. A number of factors may affect market acceptance of AVONEX, RITUXAN and our other products, including:

- the perception of physicians and other members of the health care community of their safety and efficacy relative to that of competing products;
- patient and physician satisfaction with these products;
- the effectiveness of our sales and marketing efforts and those of our marketing partners and licensees in the U.S., the EU and other foreign markets;
- the size of the markets for these products;
- unfavorable publicity concerning these products or similar drugs;

- the introduction, availability and acceptance of competing treatments;
- the availability and level of third-party reimbursement;
- adverse event information relating to any of these products;
- changes to product labels to add significant warnings or restrictions on use;
- the success of ongoing development work on RITUXAN;
- the continued accessibility of third parties to vial, label, and distribute these products on acceptable terms;
- the unfavorable outcome of patent litigation related to any of these products;
- the ability to manufacture commercial lots of these products successfully and on a timely basis; and
- regulatory developments related to the manufacture or continued use of these products.

Any material adverse developments with respect to the commercialization of these products may cause our revenue to grow at a slower than expected rate, or even decrease, in the future.

Safety Issues with TYSABRI Could Significantly Affect our Growth

TYSABRI was approved by the FDA in November 2004 to treat relapsing forms of MS to reduce the frequency of clinical relapses. In February 2005, in consultation with the FDA, we and Elan voluntarily suspended the marketing and commercial distribution of TYSABRI. We also suspended dosing in all clinical trials of TYSABRI. These decisions were based on reports of cases of PML, a rare and potentially fatal, demyelinating disease of the central nervous system in patients treated with TYSABRI in clinical studies. We and Elan are working with clinical investigators to evaluate patients treated with TYSABRI in clinical studies and consulting with leading experts to better understand the possible risk of PML with TYSABRI. We expect that the evaluations will be completed by the end of this summer. We and Elan have begun the process towards the re-initiation of dosing in MS clinical studies. The outcome of these evaluations will be used to determine, in consultation with regulatory authorities, if dosing in MS and other clinical studies will be re-initiated and the future commercial availability of the product. At this time, we cannot predict the outcome of these evaluations. The outcome of the safety evaluations, if unfavorable or inconclusive, could result in our permanently withdrawing TYSABRI from the market and terminating clinical studies of TYSABRI or could result in the need for additional testing, or, if, in consultation with the FDA, we are allowed to reintroduce TYSABRI to the market, could result in significantly restricted use with an ongoing extensive patient risk management program, or with blackbox or other significant safety warnings in the label. The outcome of our work with the EMEA could result in the withdrawal of our applications for approval of TYSABRI as a treatment for MS and Crohn's disease in the EU, or, if in consultation with the EMEA, we receive marketing approval for TYSABRI in one or both indications, a product label with similar restrictions on use or warnings as those that may be required by the FDA. If we are able to reintroduce TYSABRI to the market, the success of such reintroduction will depend upon its acceptance by the medical community and patients, which cannot be certain given questions regarding its safety raised by these adverse events and the possibility of significant restrictions on use and significant safety warnings in the label. Our inability to return TYSABRI to the market in the U.S. or to get TYSABRI approved in the EU or any significant restrictions or warnings on use or lack of acceptance of TYSABRI by the medical community or patients would materially affect our growth and impact various aspects of our business and our plans for the future. This could result in, among other things, material write offs of inventory, intangible assets or goodwill, impairment of capital assets, and reductions in our workforce.

Our Long-Term Success Depends Upon the Successful Development and Commercialization of Other Products from Our Research and Development Activities and Collaborations

Our long-term viability and growth will depend upon the successful development and commercialization of other products from our research and development activities and collaborations. We continue to expand our development efforts related to RITUXAN and other potential products in our pipeline. The expansion of our pipeline may include increases in spending on internal projects, the acquisition and license of third-party technologies or

products or other types of investments. Product development and commercialization involve a high degree of risk. Only a small number of research and development programs result in the commercialization of a product. Many important factors affect our ability to successfully develop and commercialize other products, including the ability to:

- obtain and maintain necessary patents and licenses;
- demonstrate safety and efficacy of drug candidates at each stage of the clinical trial process;
- enroll patients in our clinical trials and complete clinical trials;
- overcome technical hurdles that may arise;
- successful manufacture of products in sufficient quantities to meet demand;
- meet applicable regulatory standards;
- obtain reimbursement coverage for the products;
- receive required regulatory approvals;
- produce drug candidates in commercial quantities at reasonable costs; and
- compete successfully against other products and to market products successfully.

Success in early stage clinical trials or preclinical work does not ensure that later stage or larger scale clinical trials will be successful. Even if later stage clinical trials are successful, the risk exists that unexpected concerns may arise from additional data or analysis or that obstacles may arise or issues be identified in connection with review of clinical data with regulatory authorities or that regulatory authorities may disagree with our view of the data or require additional data or information or additional studies.

Competition in Our Industry and in the Markets for Our Products is Intensely Competitive

The biotechnology industry is intensely competitive. We compete in the marketing and sale of our products, the development of new products and processes, the acquisition of rights to new products with commercial potential and the hiring of personnel. We compete with biotechnology and pharmaceutical companies that have a greater number of products on the market, greater financial and other resources and other technological or competitive advantages. We cannot be certain that one or more of our competitors will not receive patent protection that dominates, blocks or adversely affects our product development or business; will benefit from significantly greater sales and marketing capabilities; or will not develop products that are accepted more widely than ours.

AVONEX competes with three other products:

- REBIF® (interferon-beta 1a), which is co-promoted by Serono, Inc. and Pfizer Inc. in the U.S. and sold by Serono AG in the EU;
- BETASERON® (interferon-beta 1a), sold by Berlex in the U.S. and sold under the name BETAFERON® by Schering A.G. in the EU; and
- COPAXONE® (glatiramer acetate injection), sold by Teva Neuroscience, Inc. in the U.S. and co-promoted by Teva and Aventis Pharma in the EU.

In addition, a number of companies, including us, are working to develop products to treat MS that may in the future compete with AVONEX. If we are able to reintroduce TYSABRI to the market, it would compete with the products listed above, including AVONEX. AVONEX also faces competition from off-label uses of drugs approved

for other indications. Some of our current competitors are also working to develop alternative formulations for delivery of their products, which may in the future compete with AVONEX

RITUXAN is typically used after patients fail to respond or relapse after treatment with traditional radiation therapy or standard chemotherapy regimes, such as CVP and CHOP. ZEVALIN is typically used after patients fail to respond or relapse following treatment with RITUXAN. ZEVALIN received designation as an Orphan Drug from the FDA for the treatment of relapsed or refractory low grade, follicular, or transformed B-cell non-Hodgkin's lymphoma, including patients with RITUXAN refractory follicular NHL. Marketing exclusivity resulting from this Orphan Drug designation expires in February 2009. ZEVALIN competes with BEXXAR® (tositumomab, iodine I-131 tositumomab), a radiolabeled molecule developed by Corixa Corporation which is now being developed and commercialized by GlaxoSmithKline. BEXXAR received FDA approval in June 2003 to treat patients with CD20+, follicular, NHL, with and without transformation, whose disease is refractory to RITUXAN and has relapsed following chemotherapy. A number of other companies, including us, are working to develop products to treat B-cell NHLs and other forms of non-Hodgkin's lymphoma that may ultimately compete with RITUXAN and ZEVALIN.

AMEVIVE competes with several different types of therapies including:

- traditional therapies for moderate-to-severe chronic plaque psoriasis, such as oral retinoids, steroids, methotrexate, cyclosporin, PUVA and UVB radiation.
- RAPTIVA® (efalizumab), a drug co-developed by Genentech and Xoma Corporation that is approved by the FDA to treat moderate-to-severe psoriasis.
- ENBREL® (etanercept), a drug sold by Amgen, Inc. and Wyeth Pharmaceuticals, Inc. that is approved by the FDA to treat moderate-to-severe psoriasis.
- drugs approved for other indications that are used to treat psoriasis. Among these drugs are REMICADE® (infliximab) and HUMIRA® (adalimumab). REMICADE, which is sold worldwide by Centocor, Inc., a subsidiary of Johnson & Johnson, as a treatment for other indications, including RA, is currently in clinical studies as a potential treatment for psoriasis. HUMIRA, which is sold by Abbott Laboratories, or Abbott, is approved to treat RA. Abbott is undertaking clinical studies in psoriasis and psoriatic arthritis.

In addition, a number of other companies, including us, are working to develop products to treat psoriasis that may ultimately compete with AMEVIVE.

We are Subject to Risks Related to the Products that We Manufacture

We manufacture and expect to continue to manufacture our own commercial requirements of bulk AVONEX, AMEVIVE, TYSABRI and the ZEVALIN bulk antibody. Our inability to successfully manufacture bulk product and to maintain regulatory approvals of our manufacturing facilities would harm our ability to timely produce sufficient quantities of commercial supplies of AVONEX, AMEVIVE, TYSABRI and ZEVALIN to meet demand. Problems with manufacturing processes could result in product defects or manufacturing failures, which could require us to delay shipment of products or recall products previously shipped, or could impair our ability to expand into new markets or supply products in existing markets. Any such problem would be exacerbated by unexpected demand for our products. In June 2005, we sold our large-scale manufacturing facility in Oceanside, California to Genentech, Inc. We previously had planned to use the Oceanside facility to manufacture TYSABRI and other commercial products. We currently manufacture TYSABRI at our manufacturing facility in Research Triangle Park, North Carolina. We are building a large-scale manufacturing facility in Hillerod, Denmark. The timing of the completion of construction and anticipated licensing of the Hillerod large-scale manufacturing facility is primarily dependent upon the commercial availability and potential market acceptance of TYSABRI. See "Forward-Looking Information and Risk Factors That May Affect Future Results — Safety Issues with TYSABRI Could Significantly Affect our Growth." If the Company is able to re-introduce TYSABRI to the market, the Company expects that it will be able to meet foreseeable manufacturing needs for TYSABRI from the North Carolina facility. We would, however, need to evaluate our requirements for additional manufacturing capacity in light of the approved label and our judgment of the potential U.S. market acceptance of TYSABRI in MS, the probability of obtaining marketing

approval of TYSABRI in MS in the EU and other jurisdictions, and the probability of obtaining marketing approval of TYSABRI in additional indications in the U.S., EU and other jurisdictions.

If we cannot produce sufficient commercial requirements of bulk product of our products to meet demand, we would need to rely on third-party manufacturers, of which there are only a limited number capable of manufacturing bulk products as contract suppliers. We cannot be certain that we could reach agreement on reasonable terms, if at all, with those manufacturers. Even if we were to reach agreement, the transition of the manufacturing process to a third party to enable commercial supplies could take a significant amount of time. Our ability to supply products in sufficient capacity to meet demand is also dependent upon third party contractors to fill-finish, package and store such products. For a discussion of the risks associated with using third parties to perform manufacturing-related services for our products, see "Forward-Looking Information and Risk Factors That May Affect Future Results — We Rely to a Large Extent on Third Parties in the Manufacturing of Our Products." In the past, we have had to write down and incur other charges and expenses for products that failed to meet specifications. Similar charges may occur in the future. Any prolonged interruption in the operations of our existing manufacturing facilities could result in cancellations of shipments or loss of product in the process of being manufactured. Because our manufacturing processes are highly complex and are subject to a lengthy FDA approval process, alternative qualified production capacity may not be available on a timely basis or at all.

We Rely to a Large Extent on Third Parties in the Manufacturing of Our Products

We rely on Genentech for all RITUXAN manufacturing. Genentech relies on a third party to manufacture certain bulk RITUXAN requirements. If Genentech or any third party upon which it relies does not manufacture or fill/finish RITUXAN in sufficient quantities and on a timely and cost-effective basis or if Genentech or any third party does not obtain and maintain all required manufacturing approvals, our business could be harmed. We also rely heavily upon third-party manufacturers and suppliers to manufacture and supply significant portions of the product components of ZEVALIN other than the bulk antibody, including chelates necessary for the ZEVALIN therapeutic regimen and the radioisotope yttrium-90 and the indium-111 isotope used with the therapeutic and imaging kits of ZEVALIN, respectively. The radioisotope yttrium-90 is only available from a limited number of suppliers. We made MDS (Canada) our exclusive supplier of the radioisotope yttrium-90 used with ZEVALIN. MDS (Canada) is the only manufacturer of the radioisotope yttrium-90 used with ZEVALIN approved by the FDA. If we were to lose the services of MDS (Canada) or our third party manufacturers of chelates, we would be forced to find other third party providers, which could delay our ability to manufacture and sell ZEVALIN. In addition, radiopharmacies independently purchase the indium-111 isotope required for the imaging use of ZEVALIN. Currently, only two suppliers are approved by the FDA to supply the indium-111 isotope. Our inability to find replacement suppliers for materials used in our marketed products and our primary product candidates that are available only from a single supplier or a limited number of suppliers could significantly impair our ability to sell our products.

We also source all of our fill-finish and the majority of our final product storage operations, along with a substantial portion of our packaging operations of the components used with our products, to a concentrated group of third party contractors. The manufacture of products and product components, fill-finish, packaging and storage of our products require successful coordination among ourselves and multiple third-party providers. Our inability to coordinate these efforts, the lack of capacity available at the third party contractor or any other problems with the operations of these third party contractors could require us to delay shipment of saleable products, recall products previously shipped or could impair our ability to supply products at all. This could increase our costs, cause us to lose revenue or market share and damage our reputation. Any third party we use to fill-finish, package or store our products to be sold in the U.S. must be licensed by the FDA. As a result, alternative third party providers may not be readily available on a timely basis.

The Manufacture of Our Products is Subject to Government Regulation

We and our third party providers are generally required to maintain compliance with current Good Manufacturing Practice, or cGMP, and are subject to inspections by the FDA or comparable agencies in other jurisdictions to confirm this compliance. Any changes of suppliers or modifications of methods of manufacturing require amending our application to the FDA and ultimate amendment acceptance by the FDA prior to release of product to the market place. Our inability or the inability of our third party service providers to demonstrate ongoing

cGMP compliance could require us to withdraw or recall product and interrupt commercial supply of our products. Any delay, interruption or other issues that arise in the manufacture, fill-finish, packaging, or storage of our products as a result of a failure of our facilities or the facilities or operations of third parties to pass any regulatory agency inspection could significantly impair our ability to develop and commercialize our products. This could increase our costs, cause us to lose revenue or market share and damage our reputation.

Royalty Revenues Contribute to Our Overall Profitability and Are Not Within Our Control

Royalty revenues contribute to our overall profitability. Royalty revenues may fluctuate as a result of disputes with licensees, collaborators and partners, future patent expirations and other factors such as pricing reforms, health care reform initiatives, other legal and regulatory developments and the introduction of competitive products that may have an impact on product sales by our licensees and partners. In addition, sales levels of products sold by our licensees, collaborators and partners may fluctuate from quarter to quarter due to the timing and extent of major events such as new indication approvals or government-sponsored programs. Since we are not involved in the development or sale of products by our licensees, collaborators and partners, we cannot be certain of the timing or potential impact of factors which may affect their sales. In addition, the obligation of licensees to pay us royalties generally terminates upon expiration of the related patents.

Our Operating Results Are Subject to Significant Fluctuations

Our quarterly revenues, expenses and operating results have fluctuated in the past and are likely to fluctuate significantly in the future. Fluctuation may result from a variety of factors, including:

- demand and pricing for our products;
- physician and patient acceptance of our products;
- amount and timing of sales orders for our products;
- our achievement of product development objectives and milestones;
- research and development and manufacturing expenses;
- clinical trial enrollment and expenses;
- our manufacturing performance and capacity and that of our partners;
- percentage of time that our manufacturing facilities are utilized for commercial versus clinical manufacturing;
- rate and success of product approvals;
- costs related to obtain product approvals, launching new products and maintaining market acceptance for existing products;
- timing of regulatory approval, if any, of competitive products and the rate of market penetration of competing products;
- new data or information, positive or negative, on the benefits and risks of our products or products under development;
- expenses related to protecting our intellectual property;
- expenses related to litigation and settlement of litigation;

- payments made to acquire new products or technology;
- write-downs and write offs of inventories, intangible assets, goodwill or investments;
- impairment of assets, such as buildings and manufacturing facilities;
- government or private healthcare reimbursement policies;
- collaboration obligations and copromotion payments we make or receive;
- timing and nature of contract manufacturing and contract research and development payments and receipts;
- interest rate fluctuations;
- foreign currency exchange rates; and
- overall economic conditions.

Our operating results during any one quarter do not necessarily suggest the anticipated results of future quarters.

Our Sales Depend on Payment and Reimbursement from Third-Party Payors, and a Reduction in Payment Rate or Reimbursement Could Result in Decreased Use or Sales of Our Products.

In both domestic and foreign markets, sales of our products are dependent, in part, on the availability of reimbursement from third-party payors such as state and federal governments, under programs such as Medicare and Medicaid in the U.S., and private insurance plans. In certain foreign markets, the pricing and profitability of our products generally are subject to government controls. In the U.S., there have been, there are, and we expect there will continue to be, a number of state and federal proposals that could limit the amount that state or federal governments will pay to reimburse the cost of pharmaceutical and biologic products. Recent Medicare reforms have lowered the reimbursement rate for many of our products. We are not able to predict the full impact of these reforms and its regulatory requirements on our business. However, we believe that legislation that reduces reimbursement for our products could adversely impact our business. In addition, we believe that private insurers, such as managed care organizations, may adopt their own reimbursement reductions in response to such legislation. Reduction in reimbursement for our products could have a material adverse effect on our results of operations. Also, we believe the increasing emphasis on managed care in the U.S. has and will continue to put pressure on the price and usage of our products, which may adversely impact product sales. Further, when a new therapeutic product is approved, the availability of governmental and/or private reimbursement for that product is uncertain, as is the amount for which that product will be reimbursed. We cannot predict the availability or amount of reimbursement for our approved products or product candidates, including those at a late stage of development, and current reimbursement policies for marketed products may change at any time.

Recent Medicare reforms also added a prescription drug reimbursement beginning in 2006 for all Medicare beneficiaries. In the meantime, a temporary drug discount card program is being established for Medicare beneficiaries. The federal government, through its purchasing power under these programs, is likely to demand discounts from pharmaceutical and biotechnology companies that may implicitly create price controls on prescription drugs. On the other hand, the drug benefit may increase the volume of pharmaceutical drug purchases, offsetting at least in part these potential price discounts. In addition, Managed Care Organizations, or MCOs, Health Maintenance Organizations, or HMOs, Preferred Provider Organizations, or PPOs, institutions and other government agencies continue to seek price discounts. MCOs, HMOs and PPOs and private health plans will administer the Medicare drug benefit, leading to managed care and private health plans influencing prescription decisions for a larger segment of the population. In addition, certain states have proposed and certain other states have adopted various programs to control prices for their seniors' and low-income drug programs, including price or patient reimbursement constraints, restrictions on access to certain products, importation from other countries, such as Canada, and bulk purchasing of drugs.

If reimbursement for our marketed products changes adversely or if we fail to obtain adequate reimbursement for our other current or future products, health care providers may limit how much or under what circumstances they will prescribe or administer them, which could reduce the use of our products or cause us to reduce the price of our products.

In 2003, Congress revised the statutory provisions governing Medicare payment for drugs and biologicals furnished in hospital outpatient departments, including many of our products. These revisions included a transitional change to the payment methodology in 2004 and 2005, which has lowered payment rates for our products in these years. The methodology will change in 2006, when the statute provides that rates are to be set based on hospital acquisition cost surveys, or some other means if survey data are not available. Some of our products, such as RITUXAN, are not frequently provided in hospital outpatient departments such that the majority of patients receiving the products should not be affected by the rates for 2005. Other products, such as ZEVALIN, are used primarily in the hospital outpatient setting and we are uncertain as to whether hospitals will view the 2005 rates favorably and therefore choose to provide ZEVALIN to their patients.

We encounter similar regulatory and legislative issues in most other countries. In the EU and some other international markets, the government provides health care at low direct cost to consumers and regulates pharmaceutical prices or patient reimbursement levels to control costs for the government-sponsored health care system. This international patchwork of price regulation may lead to inconsistent prices and some third-party trade in our products from markets with lower prices. Such trade exploiting price differences between countries could undermine our sales in markets with higher prices.

We May Be Unable to Adequately Protect or Enforce Our Intellectual Property Rights or Secure Rights to Third-Party Patents

We have filed numerous patent applications in the U.S. and various other countries seeking protection of inventions originating from our research and development, including a number of our processes and products. Patents have been issued on many of these applications. We have also obtained rights to various patents and patent applications under licenses with third parties, which provide for the payment of royalties by us. The ultimate degree of patent protection that will be afforded to biotechnology products and processes, including ours, in the U.S. and in other important markets remains uncertain and is dependent upon the scope of protection decided upon by the patent offices, courts and lawmakers in these countries. There is no certainty that our existing patents or others, if obtained, will afford us substantial protection or commercial benefit. Similarly, there is no assurance that our pending patent applications or patent applications licensed from third parties will ultimately be granted as patents or that those patents that have been issued or are issued in the future will prevail if they are challenged in court.

A substantial number of patents have already been issued to other biotechnology and biopharmaceutical companies. Competitors may have filed applications for, or have been issued patents and may obtain additional patents and proprietary rights that may relate to products or processes competitive with or similar to our products and processes. Moreover, the patent laws of the U.S. and foreign countries are distinct and decisions as to patenting, validity of patents and infringement of patents may be resolved differently in different countries. In general, we obtain licenses to third party patents, which we deem necessary or desirable for the manufacture, use and sale of our products. We are currently unable to assess the extent to which we may wish or be required to acquire rights under such patents and the availability and cost of acquiring such rights, or whether a license to such patents will be available on acceptable terms or at all. There may be patents in the U.S. or in foreign countries or patents issued in the future that are unavailable to license on acceptable terms. Our inability to obtain such licenses may hinder our ability to market our products.

We are aware that others, including various universities and companies working in the biotechnology field, have filed patent applications and have been granted patents in the U.S. and in other countries claiming subject matter potentially useful to our business. Some of those patents and patent applications claim only specific products or methods of making such products, while others claim more general processes or techniques useful or now used in the biotechnology industry. There is considerable uncertainty within the biotechnology industry about the validity, scope and enforceability of many issued patents in the U.S. and elsewhere in the world, and, to date, there is no consistent policy regarding the breadth of claims allowed in biotechnology patents. We cannot currently determine

the ultimate scope and validity of patents which may be granted to third parties in the future or which patents might be asserted to be infringed by the manufacture, use and sale of our products.

There has been, and we expect that there may continue to be significant litigation in the industry regarding patents and other intellectual property rights. Litigation, including our current patent litigation with Columbia University and Classen Immunotherapies, and other proceedings concerning patents and other intellectual property rights may be protracted, expensive and distracting to management. Competitors may sue us as a way of delaying the introduction of our products. Any litigation, including any interference proceedings to determine priority of inventions, oppositions to patents in foreign countries or litigation against our partners, may be costly and time consuming and could harm our business. We expect that litigation may be necessary in some instances to determine the validity and scope of certain of our proprietary rights. Litigation may be necessary in other instances to determine the validity, scope and/or noninfringement of certain patent rights claimed by third parties to be pertinent to the manufacture, use or sale of our products. Ultimately, the outcome of such litigation could adversely affect the validity and scope of our patent or other proprietary rights, or, conversely, hinder our ability to market our products.

Legislative or Regulatory Changes Could Harm Our Business

Our business is subject to extensive government regulation and oversight. As a result, we may become subject to governmental actions which could adversely affect our business, operations or financial condition, including:

- new laws, regulations or judicial decisions, or new interpretations of existing laws, regulations or decisions, related to health care availability, method of delivery and payment for health care products and services;
- changes in the FDA and foreign regulatory approval processes that may delay or prevent the approval of new products and result in lost market opportunity;
- new laws, regulations and judicial decisions affecting pricing or marketing; and
- changes in the tax laws relating to our operations.

Failure to Comply with Government Regulations or Prevail in Litigation Could Harm Our Business

Our activities, including the sale and marketing of our products, are subject to extensive government regulation and oversight, including regulation under the federal Food, Drug and Cosmetic Act and other federal and state statutes. Pharmaceutical and biotechnology companies have been the target of lawsuits and investigations alleging violations of government regulation, including claims asserting antitrust violations, violations of the Federal False Claim Act, Anti-Kickback Act, the Prescription Drug Marketing Act or other violations in connection with Medicare and/or Medicaid reimbursement or related to environmental matters and claims under state laws, including state anti-kickback and fraud laws. For example, we and a number of other major pharmaceutical and biotechnology companies are named defendants in certain Average Wholesale Price litigation pending in the U.S. District Court for the District of Massachusetts alleging, among other things, violations in connection with Medicaid reimbursement.

Violations of governmental regulation may be punishable by criminal and civil sanctions, including fines and civil monetary penalties, as well as the possibility of exclusion from federal healthcare programs (including Medicare and Medicaid). We cannot predict with certainty the eventual outcome of any pending litigation. If we were to be convicted of violating laws regulating the sale and marketing of our products in the current proceedings or in new lawsuits or claims brought against us, our business could be materially harmed.

Failure to Prevail in Litigation or Satisfactorily Resolve a Third Party Investigation Could Harm Our Business

Pharmaceutical and biotechnology companies have been the target of lawsuits relating to product liability claims and disputes over intellectual property rights (including patents). See “Forward-Looking Information and Risk Factors That May Affect Future Results — We May Be Unable to Adequately Protect or Enforce Our Intellectual Property Rights or Secure Rights to Third-Party Patents.” Additionally, the administration of drugs in humans, whether in clinical studies or commercially, can result in lawsuits with product liability claims whether or not the

drugs are actually at fault in causing an injury. Our products or product candidates may cause, or may appear to have caused, injury or dangerous drug interactions that we may not learn about or understand until the product or product candidate has been administered to patients for a prolonged period of time. For example, in July 2005, a complaint was filed against us and Elan by the estate and husband of Anita Smith, a patient from the TYSABRI Phase 3 clinical study in combination with AVONEX, known as SENTINEL, who died after developing PML, a rare and potentially fatal, demyelinating disease of the central nervous system. In addition, in June 2005, a purported class action was filed in the U.S. District Court for the Northern District of California against us and Elan. This complaint purports to assert claims for strict product liability, medical monitoring and concert of action arising out of the manufacture, marketing, distribution and sale of TYSABRI. We may face additional lawsuits with product liability and other related claims by patients treated with TYSABRI or related to TYSABRI, including lawsuits filed by patients who have developed PML while using TYSABRI.

Public companies may also be the subject of certain other types of claims, including those asserting violations of securities laws and derivative actions. For example, we face several stockholder-derivative actions and class action lawsuits related to our announcement of the suspension of marketing and commercial distribution of TYSABRI. On April 21, 2005, we received a formal order of investigation from the Boston District Office of the SEC. The SEC is investigating whether any violations of the federal securities laws occurred in connection with the suspension of marketing and commercial distribution of TYSABRI. We continue to cooperate fully with the SEC in this investigation.

We cannot predict with certainty the eventual outcome of any pending litigation or third-party investigation. We may not be successful in defending ourselves or asserting our rights in the litigation or investigation to which we are currently subject, or in new lawsuits, investigations or claims brought against us, and, as a result, our business could be materially harmed. These lawsuits, investigations or claims may result in large judgments or settlements against us, any of which could have a negative effect on our financial performance and business. Additionally, lawsuits and investigations can be expensive to defend, whether or not the lawsuit or investigation has merit, and the defense of these actions may divert the attention of our management and other resources that would otherwise be engaged in running our business.

We maintain product liability and director and officer insurance that we regard as reasonably adequate to protect us from potential claims, however we cannot assure you that it will. Also, the costs of insurance have increased dramatically in recent years, and the availability of coverage has decreased. As a result, we cannot assure you that we will be able to maintain its current product liability insurance at a reasonable cost, or at all.

Our Business Involves Environmental Risks

Our business and the business of several of our strategic partners, including Genentech and Elan, involve the controlled use of hazardous materials, chemicals, biologics and radioactive compounds. Biologics manufacturing is extremely susceptible to product loss due to microbial or viral contamination, material equipment failure, or vendor or operator error. Although we believe that our safety procedures for handling and disposing of such materials comply with state and federal standards, there will always be the risk of accidental contamination or injury. In addition, microbial or viral contamination may cause the closure of a manufacturing facility for an extended period of time. By law, radioactive materials may only be disposed of at state-approved facilities. We currently store radioactive materials from our California operation on-site because the approval of a disposal site in California for all California-based companies has been delayed indefinitely. If and when a disposal site is approved, we may incur substantial costs related to the disposal of these materials. If we were to become liable for an accident, or if we were to suffer an extended facility shutdown, we could incur significant costs, damages and penalties that could harm our business.

We Rely Upon Key Personnel

Our success will depend, to a great extent, upon the experience, abilities and continued services of our executive officers and key scientific personnel. If we lose the services of any of these individuals, our business could be harmed. We currently have employment agreements with William H. Rastetter, Ph.D., our Executive Chairman, and James C. Mullen, our Chief Executive Officer and President. Our success also will depend upon our ability to attract and retain other highly qualified scientific, managerial, sales and manufacturing personnel and our ability to develop

and maintain relationships with qualified clinical researchers. Competition to obtain the services of these personnel and relationships is intense and we compete with numerous pharmaceutical and biotechnology companies as well as with universities and non-profit research organizations. We may not be able to continue to attract and retain qualified personnel or develop and maintain relationships with clinical researchers.

Future Transactions May Harm Our Business or the Market Price of Our Stock

We regularly review potential transactions related to technologies, products or product rights and businesses complementary to our business. These transactions could include:

- mergers;
- acquisitions:
- strategic alliances;
- licensing and collaboration agreements; and
- copromotion agreements.

We may choose to enter into one or more of these transactions at any time, which may cause substantial fluctuations to the market price of our stock. Moreover, depending upon the nature of any transaction, we may experience a charge to earnings, which could also harm the market price of our stock.

Volatility of Our Stock Price

The market prices for our common stock and for securities of other companies engaged primarily in biotechnology and pharmaceutical development, manufacture and distribution are highly volatile. For example, the closing selling price of our common stock fluctuated between $67.80 per share and $33.35 per share during the first half of 2005. The market price of our common stock likely will continue to fluctuate due to a variety of factors, including:

- material public announcements;
- the announcement and timing of new product introductions by us or others;
- material developments relating to TYSABRI, including the outcome of our evaluations of the risk of PML in patients treated with TYSABRI;
- events related to our products or those of our competitors, including the withdrawal or suspension of products from the market;
- technical innovations or product development by us or our competitors;
- regulatory approvals or regulatory issues;
- availability and level of third-party reimbursement;
- developments relating to patents, proprietary rights and orphan drug status;
- results of late-stage clinical trials with respect to our products under development or those of our competitors;
- new data or information, positive or negative, on the benefits and risks of our products or products under development;

- political developments or proposed legislation in the pharmaceutical or healthcare industry;
- economic and other external factors, disaster or crisis;
- hedge and/or arbitrage activities by holders of our convertible promissory notes;
- period-to-period fluctuations in our financial results or results which do not meet or exceed analyst expectations; and
- market trends relating to or affecting stock prices throughout our industry, whether or not related to results or news regarding us or our competitors.

We Have Adopted Several Anti-takeover Measures As Well As Other Measures to Protect Certain Members of Our Management Which May Discourage or Prevent a Third Party From Acquiring Us

A number of factors pertaining to our corporate governance discourage a takeover attempt that might be viewed as beneficial to stockholders who wish to receive a premium for their shares from a potential bidder. For example:

- we are subject to Section 203 of the Delaware General Corporation Law, which provides that we may not enter into a business combination with an interested stockholder for a period of three years after the date of the transaction in which the person became an interested stockholder, unless the business combination is approved in the manner prescribed in Section 203;
- our stockholder rights plan is designed to cause substantial dilution to a person who attempts to acquire us on terms not approved by our board of directors;
- our board of directors has the authority to issue, without vote or action of stockholders, up to 8,000,000 shares of preferred stock and to fix the price, rights, preferences and privileges of those shares, each of which could be superior to the rights of holders of common stock;
- our collaboration agreement with Genentech provides Genentech with the option to buy the rights to RITUXAN and retain control of any additional anti-CD20 products developed under the collaboration in the event that we undergo a change of control, which may limit our attractiveness to potential acquirors;
- our collaboration agreement with Elan provides Elan with the option to buy the rights to TYSABRI in the event that we undergo a change of control, which may limit our attractiveness to potential acquirors;
- our directors are elected to staggered terms, which prevents the entire board from being replaced in any single year; and
- our bylaws provide that, until November 12, 2006, the affirmative vote of at least 80% of our board of directors (excluding directors who are serving as an officer or employee) will be required to remove William H. Rastetter, Ph.D. from his position as our Executive Chairman and to remove James C. Mullen as our Chief Executive Officer and President.

Part II — OTHER INFORMATION

Item 1. Legal Proceedings.

The section entitled “Litigation” in “Notes to Condensed Consolidated Financial Statements” in Part I of this Quarterly Report on Form 10-Q is incorporated into this item by reference.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

A summary of our stock repurchase activity for the three months ended June 30, 2005 is set forth in the table below:

Issuer Purchases of Equity Securities

Period	Total number of shares purchased (#)(a)	Average price paid per share ($)	Total number of shares purchased as part of publicly announced program (#)(a)	Number of shares that may yet be purchased under our programs (#)
April	933	$ 35.47	0	15,916,400
May	4,000,000	38.50	4,000,000	11,916,400
June	0	—	0	11,916,400
Total	4,000,933(b)	38.50	4,000,000	11,916,400

(a) In October 2004, our Board of Directors authorized the repurchase of up to 20 million shares of our common stock. This repurchase program will expire no later than October 4, 2006. We publicly announced the repurchase program in our press release dated October 27, 2004 which was furnished to (and not filed with) the SEC as Exhibit 99.1 of our Current Report of Form 8-K filed on October 27, 2004.

(b) 4,000,000 of these shares were repurchased as part our publicly announced repurchase program. The remaining shares are shares that were used by certain employees to pay the exercise price of their stock options in lieu of paying cash or utilizing our cashless option exercise program.

Item 4. Submission of Matters to Vote of Security Holders

We held our Annual Meeting of Stockholders on June 3, 2005. The following proposals were voted upon at the meeting:

(a) A proposal to elect Thomas F. Keller, William H. Rastetter, Lynn Schenk and Phillip A. Sharp as directors to serve for a three year term ending in 2008 and until their successors are duly elected and qualified was approved with the following vote:

Director	For	Withheld
Thomas F. Keller	292,528,504	3,842,845
William H. Rastetter	291,146,117	5,225,232
Lynn Schenk	292,872,322	3,499,027
Phillip A. Sharp	292,929,294	3,442,055

(b) A proposal to ratify the selection of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2005 was approved with 292,301,155 votes for, 2,254,454 votes against, and 1,815,740 abstentions. There were no broker non-votes for this proposal.

(c) A proposal to approve the Company's 2005 Omnibus Equity Plan was approved with 182,576,914 votes for, 41,337,653 votes against, 2,181,047 abstentions, and 70,275,735 broker non-votes.

(d) A proposal to approve the amendment and restatement of the Company's Employee Stock Purchase Plan, including an increase in the number of shares from 4,170,000 to 6,170,000, was approved with 219,010,580 votes for, 5,043,437 votes against, 2,041,597 abstentions, and 70,275,735 broker non-votes.

Item 6. Exhibits

10.1†	Purchase and Sale Agreement and Joint Escrow Instructions between the Company and Genentech, Inc. dated as of June 16, 2005.
31.1	Certification of the Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
†	Confidential Treatment has been requested with respect to portions of this agreement.

Table of Contents

SIGNATURES

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.

BIOGEN IDEC INC.

July 26, 2005

/s/ Peter N. Kellogg
Peter N. Kellogg
Executive Vice President, Finance and Chief Financial Officer

Exhibit 10.1

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

by and between

BIOGEN IDEC INC.,
a Delaware corporation

"SELLER"

and

GENENTECH, INC.,
a Delaware corporation

"BUYER"

TABLE OF CONTENTS

1. Sale of the Property..... 2

2. Purchase Price..... 3

3. Retention Amount..... 3

4. Conditions to Parties' Obligations..... 4

4.1 Buyer's Pre-Closing Conditions..... 4

4.2 Closing Conditions..... 6

4.3 Failure of Conditions..... 7

4.4 Investigations; Indemnity..... 8

4.5 Transition Services Agreement..... 9

5. Remedies/Liquidated Damages..... 9

5.1 Buyer's Default..... 9

5.2 Seller's Default..... 10

6. Closing and Escrow..... 11

6.1 Escrow Instructions..... 11

6.2 Date of Closing..... 11

6.3 Conveyance..... 11

6.4 Closing Documents..... 11

7. Employees..... 12

7.1 Hired Personnel..... 12

7.2 Personnel Files..... 13

8. ADT Allocation and Incentive Amendment..... 13

9. Seller's Maintenance of the Property..... 13

10. Casualty and Condemnation..... 14

11. Limited Liability..... 15

12. Release..... 15

13. AS-IS Condition of Property..... 18

14. Prorations..... 20

15. Closing Costs..... 21

16. Brokers..... 21

17. Notices..... 21

18. Drafting Ambiguities..... 22

19. Assignment..... 23
20. Severability..... 23
21. California Law..... 23
22. Entire Agreement/Modifications/Survival..... 23
23. Confidentiality..... 23
24. Counterparts..... 24
25. Dispute Costs..... 24
26. Seller's Representations..... 24
26.1 Due Authorization..... 24
26.2 Litigation..... 24
26.3 Condemnation..... 24
26.4 Qualification/Validation Documents..... 24
26.5 Foreign Person..... 25
26.6 Bankruptcy..... 25
26.7 Violation of Law..... 25
26.8 No Other Sale Contracts..... 25
26.9 Agreement of Covenants..... 25
26.10 Documents and Materials..... 25
27. Buyer's Representations..... 26
27.1 Authorization..... 26
27.2 Authority..... 26
27.3 Bankruptcy..... 26
27.4 Inspections..... 26
28. Time of the Essence; and Business Days..... 26
29. Agreement Date..... 27
30. No Third Party Beneficiaries..... 27
31. Discharge of Seller's Bonds..... 27
32. Drafts not an Offer to Enter into a Legally Binding Contract..... 27
33. Natural Hazard Disclosure Requirement Compliance..... 27
34. Retention of Certain Materials..... 28
35. Non-Solicitation of Employees..... 28
36. Purchase of TD Equipment..... 29

EXHIBITS

EXHIBIT A	LEGAL DESCRIPTION OF THE REAL PROPERTY
EXHIBIT B-1	LIST OF PERSONAL PROPERTY
EXHIBIT B-2	LIST OF EXCLUDED PROPERTY
EXHIBIT C	ASSIGNMENT AND ASSUMPTION OF INTANGIBLES, INTELLECTUAL PROPERTY AND ASSUMED CONTRACTS
EXHIBIT D	GRANT DEED
EXHIBIT E	BILL OF SALE
EXHIBIT F	ASSUMED CONTRACTS
EXHIBIT G-1	LIST OF HIRED PERSONNEL
EXHIBIT G-2	LIST OF SELLER RETAINED PERSONNEL
EXHIBIT G-3	LIST OF SELLER PERSONNEL WHO MAY BE CONTACTED BY BUYER
EXHIBIT H	PERSONNEL AGREEMENT
EXHIBIT I	ALLOCATION AGREEMENT
EXHIBIT J	QUALIFICATION AND VALIDATION DOCUMENTS
EXHIBIT K	LIST OF SELLER'S BONDS
SCHEDULE 3	REMAINING WORK
SCHEDULE 4.5	TRANSITION SERVICES

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

TO: First American Title Insurance Company
411 Ivy Street San Diego, CA 92101

Escrow No. NCS-164829-SD
Escrow Officer: Lynn Graham
Title Order No. NCS-164829-SD
Title Officer: Ralph M. Snyder

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (the "AGREEMENT") is made and entered into as of June 16, 2005 (the "AGREEMENT DATE"), by and between BIOGEN IDEC INC., a Delaware corporation ("Seller"), and GENENTECH, INC., a Delaware corporation ("BUYER"), with reference to the facts set forth in the Recitals below:

R E C I T A L S :

A. Seller is the owner of the approximately sixty (60) acre parcel of real property located at 1 Antibody Way, Oceanside, California, as legally described in Exhibit A attached hereto and made a part hereof (the "REAL PROPERTY"), together with (i) all improvements, structures and other property which is affixed to the Real Property so as to constitute fixtures under California law (collectively, the "IMPROVEMENTS"), (ii) all goods, equipment (including all plans, specifications, drawings, documents, manuals, maintenance and service logs and the like relating to the operation, care, validation, maintenance and repair thereof), materials, inventory, supplies and other personal property owned by Seller and located on the Real Property on May 25, 2005, including, without limitation, the items identified on Exhibit B-1 attached hereto and made a part hereof (but expressly excluding the personal property identified on Exhibit B-2 attached hereto and made a part hereof, which shall not constitute a portion of the Personal Property and which shall be retained by Seller) and all plans, specifications and drawings of the Improvements owned by Seller (collectively, the "PERSONAL PROPERTY") (iii) all of Seller's right, title, and interest, in and to any development rights, entitlements, permits, easements, tenements, hereditaments, mineral rights, oil and gas rights, water, water rights, air rights, and privileges appurtenant to the Real Property, (collectively, the "APPURTENANCES"), (iv) all warranties, guarantees (including, without limitation, all contractor, builder, subcontractor, manufacturer, and vendor/supplier warranties and guarantees), indemnities, bonds, licenses, permits, approvals, intangible rights and privileges and other intangible property related exclusively to the Real Property, the Personal Property and/or the Improvements and rights relating to the construction or design of the Improvements and/or Personal Property (collectively, the "INTANGIBLES"), provided that Intangibles shall not include any intellectual property whatsoever, (v) a non-exclusive, royalty free (as between Buyer or any successive owner of the Property and Seller) right as to those intellectual property rights which are (a) inherent in and/or readily discoverable by Buyer (or any successive owner of the Property) in the actual items of equipment and/or systems (including any design or configuration of such equipment and/or systems) constituting Personal Property or Improvements (as well as any software installed or embedded thereon as of

immediately prior to the Closing), (b) owned by or licensed to Seller as of immediately prior to the Agreement Date, (c) transferable without the consent of any third party, and (d) specifically required and necessary for Buyer (or any successive owner of the Property) to operate the actual items of equipment and/or systems constituting Personal Property or Improvements (as well as any software installed or embedded thereon as of immediately prior to the Closing) (collectively, the "INTELLECTUAL PROPERTY" and for purposes of this definition, "Buyer" and "Seller" shall include their respective affiliates), (vi) rights to use the construction or design drawings relating to the Improvements (the "DRAWINGS"), and (vii) all of Seller's right, title and interest, to the extent transferable pursuant to their terms, in the contracts listed on the attached Exhibit C (the "ASSUMED CONTRACTS"). The Real Property, the Improvements, the Personal Property, the Appurtenances, the Intangibles, the Drawings, the Intellectual Property and the Assumed Contracts are collectively referred to herein as the "PROPERTY."

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property, in accordance with the terms and provisions hereinafter contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree that the terms and conditions of this Agreement and the instructions to First American Title Insurance Company ("ESCROW HOLDER") with regard to the escrow created pursuant hereto are as follows:

1. Sale of the Property. Seller shall sell to Buyer and Buyer shall purchase from Seller the Property at the Closing (defined in Section 6.2 below), subject to and on the terms and conditions contained herein. Buyer acknowledges that title to the Real Property is subject to certain covenants, conditions and agreements recorded against title to the Real Property in the Official Records (defined below) (collectively, the "MASTER DEVELOPER INSTRUMENTS") in favor of Ivey Ranch Development Company, LLC ("MASTER DEVELOPER"), all of which shall continue to affect title to the Real Property after the Closing. The Master Developer Instruments impose certain obligations on the owner of the Real Property, including, without limitation, a certain right of first refusal (the "MASTER DEVELOPER OPTION") to purchase the Real Property on the terms and conditions more particularly described in a certain Agreement of Covenants dated as of September 1, 2000, by and between Master Developer and Seller and recorded in the Official Records of San Diego County, California ("OFFICIAL RECORDS") on September 1, 2000 as Document No. 2000-0473723. The Master Developer Option is prior and superior to any rights to purchase the Property granted to Buyer hereunder and it shall be a condition to the Closing that the Master Developer Option not have been exercised by Master Developer. As of the Agreement Date, Master Developer has provided a written waiver of the Master Developer Option to Seller and Buyer in form and content satisfactory to the parties. Notwithstanding such waiver, in the event of any purported exercise by Master Developer of the Master Developer Option prior to the Closing, Buyer may, by written notice delivered to Seller and Escrow Holder within three (3) business days of Buyer's receipt of such written notice of Master Developer Option exercise, elect to terminate this Agreement. Upon delivery of such termination election notice, this Agreement shall be deemed terminated and the parties shall have no further

obligations hereunder except for Seller's and Buyer's Post-Termination Obligations (as defined in Section 4.1.3 below).

2. Purchase Price. The purchase price for the Property is Four Hundred Eight Million One Hundred Thirty Thousand Dollars ($408,130,000.00) (the "PURCHASE PRICE"). At the Closing, the Purchase Price, as adjusted for the prorations referenced in Section 14 below and the other costs to be paid by Buyer pursuant to this Agreement, shall be paid by Buyer to Seller in cash, in immediately available funds via wire transfer in accordance with Section 4.2.2.1 below. Prior to Closing, Buyer and Seller shall, for purposes of determining the sales tax and real property transfer tax applicable to the transactions contemplated under this Agreement at Closing, use their best efforts to agree upon an allocation of the Purchase Price among the (i) Real Property, Improvements and Appurtenances, (ii) Personal Property, and (iii) other Property. Buyer and Seller hereby agree that the minimum aggregate amount of the Purchase Price allocable to the Real Property, Improvements and Appurtenances for the above purposes shall not be less than the currently assessed value for each component of the Property on the tax rolls of the San Diego County Tax Assessor's Office. The allocation mutually agreed to by Buyer and Seller (if such mutual agreement is reached) shall be conclusive and binding upon Buyer and Seller for the purposes described in this Section 2.

3. Retention Amount. Buyer and Seller acknowledge that the design and construction of certain of the Improvements is not completed and is not expected to be completed prior to the Closing Date and that performance remains under the construction contracts, architect's agreements and other agreements related to the design and construction of the Improvements (collectively, the "CONSTRUCTION CONTRACTS"), including, without limitation, certain design/build construction contracts and other contracts (collectively, as amended, the "DPR DESIGN/BUILD AGREEMENTS") between Seller and DPR Construction, Inc. ("DPR"). The scope of all work under the Construction Contracts which is to be completed under this Agreement is identified on the attached Schedule 3 (the "REMAINING WORK"). At Closing, a portion of the Purchase Price, equal to the balance of all amounts remaining to be paid by Seller under the Construction Contracts (the "RETENTION AMOUNTS") will be retained in Escrow (defined below) with Escrow Holder after the Closing Date to pay for the Remaining Work. Buyer has no right, title or interest in the Retention Amounts. Seller shall cause the Remaining Work to be completed, at its sole cost and expense, in accordance with the terms of the Construction Contracts in effect as of the Agreement Date, and Seller shall perform its obligations under the Construction Contracts in accordance with the terms of the Construction Contracts. The actual Retention Amounts to be withheld in Escrow at Closing shall be identified by Seller in writing to Escrow Holder. The Retention Amounts shall be paid to the person entitled thereto under the Construction Contracts (each, a "RETENTION AMOUNT PAYEE") in whole or, from time-to-time, in part after the Closing upon satisfaction of the requirements under the Construction Contracts for such payment(s). Escrow Holder shall pay to each Retention Amount Payee within five (5) days after receipt of written instruction from Seller to Escrow Holder, together with a copy of such Retention Amount Payee's applicable application for payment, such amounts identified by Seller in such written instruction. All Retention Amounts shall be released by Escrow Holder to Seller upon: (i) Escrow Holder's receipt of an unconditional waiver and release upon final payment, or conditional waiver and release upon final payment (conditioned

only upon disbursement to the applicable Retention Amount Payee of the portion of the Retention Amounts represented by such waiver, meeting the requirements of California Civil Code Sections 3262(3) and 3262(4), as applicable), in each case executed by the applicable Retention Amount Payee, provided, however, that such waivers shall only be required from those Retention Amount Payees who are entitled to a statutory claim of lien under California Civil Code Section 3110; and (ii) Escrow Holder's receipt of Seller's written approval of such disbursement. Disbursements for Remaining Work shall be subject to retainage in accordance with the terms of the Construction Contracts. Effective as of the Closing, Seller reserves a license for itself, DPR, each Retention Amount Payee and their respective agents and subcontractors to enter onto the Real Property, upon reasonable prior written notice to Buyer (provided, however, that for purposes of this sentence only, such notice shall be delivered to the attention of David Broad at Buyer's address set forth in Section 17 hereof, with a copy to Patrick Yang as set forth in Section 17 hereof or such other person or address as may otherwise be indicated by Buyer to Seller in writing in accordance with Section 17 hereof) and in accordance with Buyer's reasonable security, health and safety, and operational requirements, for the purpose of completing, or verifying the completion of, the work under the Construction Contracts. Seller shall use reasonable efforts, and shall cause DPR, each Retention Amount Payee and their respective agents and subcontractors to use reasonable efforts, to minimize any disruption of Buyer's operations at the Property. Seller shall indemnify, defend and hold harmless Buyer and its agents, contractors and representatives against all losses, costs, claims, liabilities and damages (including reasonable attorney's fees) for any injury to persons and damage to property caused by the acts or omissions of Seller, DPR, each Retention Amount Payee and their respective agents and subcontractors in completing such work under the Construction Contracts other than arising out of the negligence or intentional misconduct of Buyer, its employees or agents. Buyer and Seller shall cooperate reasonably to record a notice of completion upon completion of said work. In the event Seller exercises any right under the Construction Contracts to take over completion of the Remaining Work, Seller shall be entitled to disbursement of the Retention Amounts to pay the cost of such work, substantially on the disbursement terms under subsections (i) and (ii) above. The parties agree to act reasonably and in good faith in connection with the matters identified in this Section 3. The provisions of this Section 3 shall survive the Closing.

4. Conditions to Parties' Obligations.

4.1 Buyer's Pre-Closing Conditions. Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions below of this Section 4.1 and the express representations and warranties set forth in Section 26 hereof, Buyer hereby acknowledges and agrees that Buyer has satisfied itself as to, and has waived its right to terminate this Agreement based upon, each and every one of the following: (i) all aspects of the physical condition of the Property, including, without limitation, the presence or absence of any Hazardous Materials (as defined below) thereon or therein and/or any defects in the design, construction, manufacturing or operation of any element or portion of the Property; (ii) except as provided below in Section 4.1.2 below, the status of title to the Property; (iii) the economic feasibility of the Property for Buyer's intended use; and (iv) the terms and conditions of the Master Developer Instruments and any agreements, instruments or undertakings between Seller

and the City of Oceanside, California ("CITY") pertaining in any way to the use, development or operation of the Real Property and/or the Improvements, as the same are of public record; and (v) the terms and conditions of the Assumed Contracts.

4.1.1 Approval of Title. Seller has delivered or caused to be delivered to Buyer, and Buyer has approved, with the exception of any delinquent supplemental real property taxes shown on Schedule B, Item 2, First American Title Insurance Company's (the "TITLE COMPANY") Commitment for Title Insurance for the Property, Order No. NCS-164829-SD dated May 26, 2005, together with all documents evidencing exceptions to title referred to therein issued by Title Company (such preliminary title commitment and the underlying documents thereto shall be collectively referred to herein as the "TITLE REPORT").

4.1.2 Title Supplements. Seller has ordered an ALTA survey of the Property (the "SURVEY") to be prepared by a licensed surveyor, at Buyer's sole cost and expense. If, after the Agreement Date, the Title Company issues any supplement to the Title Report ("TITLE SUPPLEMENT") which discloses any material title exceptions for matters shown in the Survey and not previously disclosed in the Title Report or any prior supplement thereto, then Buyer shall have until the date that is five (5) business days after receipt of such Title Supplement to either approve of the exceptions contained therein, or to notify Seller in writing, specifying such new, material exceptions to which Buyer objects and the basis for such objection ("TITLE OBJECTION NOTICE"). Buyer's failure to timely deliver a Title Objection Notice shall be deemed to be Buyer's approval of the matters shown in or disclosed by the Title Supplement. Seller shall have a period of five (5) business days after Seller's receipt of the Title Objection Notice (a) to remove, or agree to remove prior to the Closing, some or all of those exceptions to which Buyer has objected in the Title Objection Notice, and to inform Buyer of the same, or (b) to advise Buyer, in writing, that Seller will not agree to remove some or all of those exceptions to which Buyer has objected in the Title Objection Notice; the foregoing election by Seller being at Seller's sole option and discretion ("TITLE RESPONSE NOTICE"). If Buyer elects to deliver a Title Objection Notice, the scheduled Closing Date shall be adjusted as necessary to permit the time periods specified above with respect to Buyer's election to deliver any applicable Title Objection Notice, and for Seller's election to deliver any Title Response Notice, as contemplated hereinabove.

4.1.3 Effect of Failure to Cure. If Seller fails to timely deliver to Buyer the Title Response Notice, it shall be conclusively deemed that Seller has elected not to remove any of those exceptions to which Buyer has objected as specified in the Title Objection Notice. If Seller advises Buyer in its Title Response Notice that it will not remove or agree to remove some or all of those exceptions to which Buyer has objected in the Title Objection Notice (or Seller is deemed to have so advised Buyer), then Buyer shall have until 5:00 p.m. (Pacific Time) on the date that is three (3) business days after Buyer's receipt of the Title Response Notice (or the expiration of the period in which Seller may deliver the Title Response Notice if Seller fails to timely deliver the same) to advise Seller, in writing, whether Buyer elects to terminate this Agreement or to waive such objections and proceed with the acquisition of the Property. Buyer's failure to timely notify Seller of Buyer's election to terminate this Agreement within the period provided in the immediately preceding sentence shall be deemed to be Buyer's election to

waive its objections and proceed with the acquisition of the Property. Failure by Seller to remove (which may include "bonding around" such matters or obtaining endorsements to Buyer's title policy, in each case at Seller's cost, to remove such matters from Buyer's title policy) those specified exceptions which Seller has expressly agreed to remove in the Title Response Notice within the specified period shall be deemed to be a failure of this condition, in which event, unless Buyer withdraws its objections in writing, this Agreement shall terminate, and the parties shall have no further obligations hereunder except for the indemnities contained in Sections 4.4 and 16 below, Buyer's covenants made herein which are expressly intended to survive any such termination and Buyer's obligations under Section 4.3 below to deliver to Seller the Seller's Documents (defined below) (collectively, "BUYER'S POST-TERMINATION OBLIGATIONS") and Seller's continuing obligations under the Confidentiality Agreement (as defined in Section 22 below), or with respect to Section 16 (Brokers), and Section 25 (Dispute Costs) (collectively "SELLER'S POST-TERMINATION OBLIGATIONS"). If Buyer elects to deliver a Title Objection Notice, the scheduled Closing Date shall be adjusted as necessary to permit the time periods specified above to elapse as contemplated hereinabove. Notwithstanding the foregoing, on or prior to Closing, Seller shall (i) remove or cause to be removed any liens affecting the Property securing repayment of borrowed monies or mechanics' liens which Seller has created or suffered to exist, excluding, however, any liens securing payment of non-delinquent real or personal property taxes and assessments (ii) provide such reasonable assurances as the Title Company shall reasonably require to issue the CLTA 101.4 title insurance endorsement referenced in Section 4.2.1.2 below.

4.2 Closing Conditions.

4.2.1 Buyer's Closing Conditions. Buyer's obligation to consummate the purchase of the Property shall be subject to the satisfaction or waiver by Buyer of the following conditions (collectively, the "BUYER'S CLOSING CONDITIONS"):

4.2.1.1 Seller shall have delivered to Escrow Holder or Buyer, as appropriate, all of the documents referred to in Section 6.4.1 below.

4.2.1.2 At the Closing, the Title Company shall be irrevocably committed to issue to Buyer the CLTA Title Policy (defined below) in the form required under Section 4.1 above, including a CLTA 101.4 endorsement; provided, however, Buyer may elect to obtain additional endorsements to the CLTA Title Policy and/or the ALTA Policy (as defined below) but such election shall not be a condition to the Close of Escrow or result in any delay therein, as more fully provided in Section 15 below.

4.2.1.3 Seller's representations contained in Section 26 of this Agreement shall have been true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date.

4.2.1.4 Seller shall not be in default of its obligations hereunder.

4.2.2 Seller's Closing Conditions. Seller's obligation to consummate the sale of the Property is conditioned upon the satisfaction or Seller's written waiver on or prior to the Closing Date of the following conditions (collectively, the "SELLER'S CLOSING CONDITIONS"):

4.2.2.1 Not later than 10:00 a.m. on the Closing Date, Buyer shall deliver into the escrow with Escrow Holder (for payment to Seller), in immediately available funds, cash in an amount of the Purchase Price, as adjusted for the costs, expenses and prorations required to be paid by Buyer hereunder.

4.2.2.2 Buyer shall not be in material default of its obligations hereunder.

4.2.2.3 Each of the documents required to be delivered by Buyer pursuant to Section 6.4.2 shall have been timely delivered as provided therein.

4.2.2.4 All of Buyer's representations and warranties contained herein shall be true and correct in all material respects when made and shall be true and correct in all material respects as of the Closing Date.

4.3 Failure of Conditions.

4.3.1 Seller's Cure Right. If any or all of the Buyer's Closing Conditions are not satisfied or waived by Buyer on or before the date established for the Closing, then Buyer shall notify Seller in writing of those Buyer's Closing Conditions which have not been satisfied or otherwise waived by Buyer (the "BUYER'S CLOSING CONDITIONS FAILURE NOTICE"). Seller shall have three (3) business days after Buyer has delivered to Seller the Buyer's Closing Conditions Failure Notice (and the Closing shall be extended, if necessary to give Seller such three (3) business day period) to notify Buyer in writing of Seller's election either to (a) take such actions as may be necessary to cure such matters to Buyer's reasonable satisfaction prior to the date of Closing (as same may be extended), or (b) advise Buyer that Seller will not cure such matters (the "SELLER'S CONDITIONS NOTICE"). If Seller elects not to cure such matters (or fails to timely deliver Seller's Conditions Notice), then within two (2) business days after Buyer's receipt of the Seller's Conditions Notice or the expiration of the period during which Seller may deliver Seller's Conditions Notice (and the Closing shall be extended, if necessary to give Buyer such two (2) business day period), Buyer, at its sole option, may elect to do any of the following: (1) Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller, in which event the parties shall have no further obligations hereunder except for Buyer's and Seller's Post-Termination Obligations; (2) if the Buyer's Closing Condition in question is either of those conditions specified in Sections 4.2.1.2 or 4.2.1.3 and Seller is not in any material manner responsible for the deviation or failure of such Buyer's Closing Condition, then Buyer may elect to terminate this Agreement by delivering written notice thereof to Seller, in which event the parties shall have no further obligations hereunder except for Buyer's and Seller's Post-Termination Obligations; (3) if the Buyer's Closing Condition in question is either of those conditions specified in Sections 4.2.1.1 or 4.2.1.4, or if the Buyer's Closing Condition in question is either of those conditions specified in Sections

4.2.1.2 or 4.2.1.3 and Seller is actually responsible for the deviation or failure of such Closing Condition, then Buyer may pursue the remedies available to it pursuant to Section 5.2 below; or (4) Buyer may elect to waive Buyer's Closing Condition(s) in question and proceed with the purchase of the Property. If Seller elects to cure such matters as set forth in the Buyer's Closing Conditions Failure Notice, Seller shall promptly take any and all actions as may be necessary to cure same and the date of the Closing may be extended for a period of time reasonably acceptable to both Seller and Buyer to enable Seller to accomplish same. Failure by Buyer to notify Seller within the specified time periods set forth herein, shall be deemed an approval by Buyer of each such matter, in which event all such conditions and contingencies shall be conclusively deemed to be satisfied and approved. If any of the Seller's Closing Conditions are not satisfied or otherwise waived by Seller prior to the Closing Date, Seller may elect, in its sole and absolute discretion, to terminate this Agreement and, to the extent the same is the result of a default by Buyer hereunder, Seller may pursue its rights and remedies under Section 5.1 hereof.

4.3.2 Return of Documents. Notwithstanding anything to the contrary contained herein, if Buyer terminates this Agreement pursuant to Section 4.1 or for any other reason, Buyer shall destroy all materials, tests, audits, surveys, reports, studies and the results of any and all investigations and inspections conducted by Buyer (collective, the "BUYER'S DOCUMENTS") with respect to the Property and Buyer shall also return to Seller any and all documents, leases, agreements, reports and other materials given to Buyer by or on behalf of Seller (collectively, the "SELLER'S DOCUMENTS") within ten (10) days after such termination of this Agreement. The foregoing covenants of Buyer shall survive any such termination of this Agreement.

4.4 Investigations; Indemnity. Prior to the Closing, Buyer shall be entitled to conduct inspections and investigations into the physical condition of the Property in accordance with this Section 4.4. Prior to entering the Property (and on each and every occasion), Buyer shall deliver to Seller prior written notice thereof or verbal notice wherein Buyer actually speaks with a representative of Seller (not a voicemail message) and shall afford Seller a reasonable opportunity to have a representative of Seller present to accompany Buyer while Buyer performs its evaluations, inspections, tests and other investigations of the physical condition of the Property. Prior to any entry to perform any necessary on-site inspections, tests or investigations, Buyer shall give Seller prior written notice thereof or verbal notice wherein Buyer actually speaks with a representative of Seller (not a voicemail message), including the identity of the company or party(s) who will perform such inspections, tests or investigations and the proposed scope of the inspections, tests or investigations. Seller shall approve or disapprove any proposed inspections, tests or investigations and the party(s) performing the same promptly after receipt of such notice, which approval shall not be unreasonably withheld. Seller's failure to advise Buyer of its disapproval of any proposed inspections, tests or investigations and the party(s) performing the same prior to the time for such entry onto the Property identified in Buyer's notice shall be deemed Seller's approval thereof. Notwithstanding anything to the contrary contained herein, Buyer shall not be permitted to undertake any intrusive or destructive testing of the Property, including without limitation a "Phase II" environmental assessment, without in each instance first obtaining Seller's written consent thereto, which consent shall not be unreasonably withheld. Upon request, Buyer shall promptly deliver to Seller copies of any reports relating to

any inspections, tests or investigations of the Property performed by or on behalf of Buyer. Buyer shall keep the Property free from all liens and shall indemnify, defend (with counsel reasonably satisfactory to Seller), protect, and hold Seller and each of the parties comprising Seller and each of their members, officers, trustees, employees, representatives, agents, lenders, related and affiliated entities, successors and assigns harmless from and against any and all claims, demands, liabilities, judgments, penalties, losses, costs, damages, and expenses (including, without limitation, attorneys' and experts' fees and costs) relating to or arising in any manner whatsoever from the negligence or willful misconduct by Buyer or Buyer's agents or representatives in performing or undertaking any studies, evaluations, inspections, investigations or tests relating to or in connection with the Property (exclusive of the financial effects of the discovery of the presence of any Hazardous Materials (as defined in Section 12 below) or any other defect), or entries by Buyer or its agents or representatives in, on or about the Property. Notwithstanding any provision to the contrary in this Agreement, the indemnity obligations of Buyer under this Agreement shall survive any termination of this Agreement or the delivery of the Grant Deed and the transfer of title. In addition to the foregoing indemnity, if there is any damage to the Property caused by Buyer's and/or its agents' or representatives' entry in or on the Property, Buyer shall immediately restore the Property substantially to the same condition existing prior to Buyer's and its agents' or representatives' entry in, on or about the Property.

4.5 Transition Services Agreement. Seller and Buyer shall execute and deliver at the Closing a Transition Services Agreement incorporating substantially the terms as attached hereto as Schedule 4.5.

5. Remedies/Liquidated Damages.

5.1 Buyer's Default. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER AND THE AMOUNT OF FIFTY MILLION DOLLARS ($50,000,000) SHALL BE PAID BY BUYER TO SELLER AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT THAT THE SALE IS NOT CONSUMMATED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY SEPARATELY EXECUTING THIS SECTION, THE PARTIES ACKNOWLEDGE THAT THE AFORESAID AMOUNT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY IN LAW OR IN EQUITY AGAINST A BUYER IN THE EVENT THE CLOSING DOES NOT OCCUR AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER ARISING FROM SUCH FAILURE OF THE SALE TO CLOSE. IN ADDITION, BUYER SHALL PAY ALL TITLE, SURVEY AND ESCROW CANCELLATION CHARGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS SECTION LIMIT THE DAMAGES RECOVERABLE BY EITHER PARTY AGAINST THE OTHER PARTY DUE TO (A) THE OTHER PARTY'S OBLIGATION TO INDEMNIFY SUCH PARTY IN ACCORDANCE WITH THIS AGREEMENT, OR (B) THIRD PARTY CLAIMS. BY THEIR SEPARATELY

EXECUTING THIS SECTION BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PROVISION COVERING LIQUIDATED DAMAGES, AND THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION AT THE TIME THIS AGREEMENT WAS EXECUTED.

SELLER'S INITIALS: WHR BUYER'S INITIALS: ADL

5.2 Seller's Default. The term "PERMITTED EVENT" shall mean the occurrence of the following on the Closing Date: Buyer shall be ready, willing, and able to complete the subject transaction in accordance with this Agreement (including having proof of the satisfaction of all of the conditions precedent in Section 4.2.2 above, and evidence of available funds); and Seller, notwithstanding the foregoing, shall have defaulted in its obligation to complete the subject transaction in accordance with this Agreement or is otherwise in material default under this Agreement. Except upon the occurrence of the Permitted Event, Buyer agrees that Buyer shall not (and hereby waives any right to) ever file or assert any lis pendens against the Real Property, nor shall Buyer commence or maintain any action against Seller for specific performance under this Agreement nor for a declaratory judgment as to Buyer's rights under this Agreement. If the sale of the Property is not consummated because of a default under this Agreement on the part of Seller and Buyer is ready, willing, and able to consummate its purchase of the Property as provided herein, Buyer, as its sole and exclusive remedy, may either (i) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon if Seller's default was willful, Buyer shall be entitled to be reimbursed by Seller for actual third-party costs (as evidenced by paid invoices therefor) incurred by Buyer in connection with this Agreement and Buyer's due diligence activities hereunder, up to a maximum reimbursement of One Hundred Thousand Dollars ($100,000), or (ii) enforce Seller's obligations under this Agreement by means of an action for specific performance and continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are promptly commenced by Buyer and prosecuted with diligence and continuity. In the event of any termination by Buyer pursuant to this Section, this Agreement shall be and become null and void, neither party shall have any further rights or obligations hereunder (other than obligations which by the express terms of this Agreement are to survive termination hereof), and all executed counterparts of this Agreement shall be returned to Seller.

IN FURTHERANCE OF THE PROVISIONS OF SECTION 5.2 OF THIS AGREEMENT GRANTING TO BUYER THE REMEDY OF SPECIFIC PERFORMANCE, SELLER ACKNOWLEDGES AND AGREES THAT (1) DUE TO THE UNIQUE AND IRREPLACEABLE CHARACTER OF THE PROPERTY, BUYER CAN NOT BE ADEQUATELY COMPENSATED FOR SELLER'S BREACH OF THIS AGREEMENT BY THE AWARD OF MONEY DAMAGES, (2) THE GRANTING OF THE REMEDY OF SPECIFIC PERFORMANCE TO BUYER WOULD NOT WORK AN UNDUE HARDSHIP ON SELLER AND WOULD BE A JUST AND REASONABLE REMEDY FOR SELLER'S BREACH OF THIS AGREEMENT, (3) SUPERVISION BY A COURT OVER PERFORMANCE OF SELLER'S OBLIGATIONS UNDER THIS AGREEMENT WOULD NOT BE IMPRACTICAL OR IMPOSSIBLE AND (4) THE TERMS OF THIS AGREEMENT

ARE NOT UNCONSCIONABLE OR ILLEGAL AND ARE NOT THE RESULT OF FRAUD, UNFAIR PRACTICES OR MISTAKE. ACCORDINGLY, SELLER HEREBY EXPRESSLY WAIVES ANY DEFENSES OR PLEADINGS AVAILABLE TO SELLER IN CONNECTION WITH THE EXERCISE OF BUYER'S REMEDY OF SPECIFIC PERFORMANCE, INCLUDING, WITHOUT LIMITATION, THE ADEQUACY OF MONEY DAMAGES, AND AGREES THAT BUYER'S REMEDY OF SPECIFIC PERFORMANCE IS A JUST AND REASONABLE REMEDY COMMENSURATE WITH THE INTENTIONS OF THE PARTIES HEREUNDER. BY SEPARATELY EXECUTING THIS SECTION BELOW, SELLER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE ABOVE PROVISIONS REGARDING SPECIFIC PERFORMANCE, AND THAT SELLER WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF SUCH PROVISIONS AT THE TIME THIS AGREEMENT WAS EXECUTED.

SELLER'S INITIALS: WHR

6. Closing and Escrow.

6.1 Escrow Instructions. Upon execution of this Agreement, the parties hereto shall deposit a copy of an executed counterpart of this Agreement with Escrow Holder and this instrument shall serve as the instructions to Escrow Holder for consummation of the purchase and sale contemplated hereby. For purposes of this Agreement, the escrow ("ESCROW") shall be deemed opened on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Seller and Buyer (the "OPENING OF ESCROW"), and Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

6.2 Date of Closing. Unless otherwise agreed to in writing by the parties or as otherwise provided for herein, the closing of the Escrow ("CLOSING") shall occur on June 23, 2005 (the "CLOSING DATE" or "CLOSE OF Escrow"), with time being of the essence. Such Closing Date may not be extended without the prior written approval of both Seller and Buyer, except as otherwise expressly provided in this Agreement. In the event the Closing does not occur on or before the Closing Date, the Escrow Holder shall, unless it is notified by both parties to the contrary prior to the actual date on which the Closing occurs, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

6.3 Conveyance. At Closing, Seller shall convey to Buyer fee simple title to the Property (excluding the Personal Property), by means of a grant deed in substantially the form of Exhibit D attached hereto and made a part hereof ("GRANT DEED"), subject to all applicable laws, rules, regulations, codes, ordinances and orders, those title exceptions and survey matters approved (or deemed approved) by Buyer in accordance with the provisions of Section 4.1 and any title exceptions caused by Buyer, its agents, representatives or employees, all

non-delinquent real estate taxes and assessments for the then applicable tax fiscal year in which the Closing occurs, and general real estate taxes and assessments for subsequent years not yet due and payable. The Closing shall mean the date that the Grant Deed is recorded in the Official Records, possession of the Property is made available to Buyer, and Buyer fulfills all of its obligations hereunder. Seller shall take such action as is reasonably necessary to convey fee title to the Property as required by this section, including removing liens and other matters as required by the last sentence of Section 4.1.3 and curing any defaults of Seller of its obligations under this Agreement and if after so doing Seller cannot so deliver title to the Property to Buyer, Buyer may, at its option, take title to the Property in such condition as Seller can then convey, without abatement of the Purchase Price or, at Buyer's option, Buyer may deliver the Buyer's Closing Conditions Failure Notice pursuant to Section 4.3 above.

6.4 Closing Documents.

6.4.1 Seller's Closing Payments and Documents. At Closing, in addition to the Grant Deed, Seller shall deliver to Buyer, or Escrow Holder for delivery to Buyer, all of the following documents: (i) four (4) counterparts of a Bill of Sale (the "BILL OF SALE") for the Personal Property in substantially the form attached hereto as Exhibit E and made a part hereof, duly executed by Seller; (ii) four (4) counterparts of the Assignment and Assumption of Intangibles, Intellectual Property and Assumed Contracts (the "ASSIGNMENT AND ASSUMPTION OF INTANGIBLES, INTELLECTUAL PROPERTY AND ASSUMED CONTRACTS") in substantially the form attached hereto as Exhibit C, duly executed by Seller; (iii) a certificate of non-foreign status in accordance with the requirements of Internal Revenue Code Section 1445, as amended (the "FIRPTA CERTIFICATE") and a California Form 593-W with respect to the Property, duly executed by Seller; (iv) if applicable as provided in Section 7 below, the Personnel Agreement (as defined below); (v) the Allocation Agreement (as defined below); (vi) the Transition Services Agreement; and (vii) such other documents and instruments as may be reasonably required by the Title Company, the Master Developer or the City to consummate the transaction contemplated herein. At Closing, Escrow Holder shall pay all then-delinquent property taxes assessed against the Property out of proceeds of the Escrow allocated to Seller. At Closing, Seller shall tender possession to Buyer all of the Personal Property, which shall be located on the Real Property.

6.4.2 Buyer's Closing Payments and Documents. At Closing, in addition to Buyer's payment to Seller of the Purchase Price, Buyer shall deliver to Seller or Escrow Holder for delivery to Seller, as applicable, the following: (i) four (4) counterparts of the Assignment and Assumption of Intangibles, Intellectual Property and Assumed Contracts in substantially the form attached hereto as Exhibit C, duly executed by Buyer; (ii) four (4) counterparts of the Bill of Sale in substantially the form attached hereto as Exhibit E, duly executed by Buyer; (iii) if applicable, the Personnel Agreement; (iv) the Allocation Agreement; (v) the Transition Services Agreement; and (vi) such other documents and instruments as may be reasonably required by the Title Company, the Master Developer or the City to consummate the transaction contemplated herein.

7. Employees. The provisions of Sections 7.1 and 7.2 shall survive the Closing.

7.1 Hired Personnel. The parties intend that following the Closing, Seller shall terminate, and, subject to provisions of applicable law, Buyer shall offer employment, on an "at-will" basis, to those of Seller's employees identified on Exhibit G-1 attached hereto (the "HIRED PERSONNEL"). Provided, however, for any Hired Personnel on leave of absence on the Closing, Buyer shall not be required to offer employment unless and until such Employee returns to work within six months of the Closing. The Hired Personnel shall continue to be employed by Seller for a period after the Closing Date sufficient to satisfy the notice requirements of the California Workers Adjustment and Retraining Notification Act and/or any similar Federal statute (collectively, the "WARN ACT") and Seller shall make available or otherwise secund the services of such Hired Personnel to Buyer for such period, on the terms identified in and pursuant to the Agreement to Provide Personnel attached hereto as Exhibit H (the "PERSONNEL AGREEMENT"). Upon expiration of such period (the "HIRE DATE"), Seller shall terminate, and Buyer shall offer employment to, the Hired Personnel. Seller's employees identified on Exhibit G-2 shall remain employees of Seller following the Closing. Further, following the Closing, Buyer may offer employment to Seller's employees identified on Exhibit G-3 in accordance with the guidelines attached hereto as Schedule G-3-1.

7.2 Personnel Files. On or within seven (7) business days following the Closing, Seller shall deliver to Buyer copies of all personnel file documents relating to the Hired Personnel, including all I-9 documentation, but excluding any medical information relating to such Hired Personnel.

8. ADT Allocation and Incentive Amendment.

a. Pursuant to that certain Ocean Ranch Average Daily Trip Allocation Agreement dated December 18, 2002 and recorded in the Official Records on December 23, 2002 as Document No. 2002-1177095 (the "ADT AGREEMENT"), the Real Property and certain other real property owned by Seller and located adjacent to the Real Property and commonly known as Lots 19 and 20 (collectively, "LOTS 19 /20") have been allocated, in the aggregate, 10,890 "average daily trips" relative to the development of the Real Property and Lots 19/20 (the "ADTs"). At Closing, the parties shall execute, deliver and cause to be recorded in the Official Records that certain Allocation Agreement in the form attached hereto as Exhibit I (the "ALLOCATION AGREEMENT"), pursuant to which the ADTs will be re-allocated between the Real Property and Lots 19/20.

b. Prior to Closing, but not as a condition thereto, Seller shall reasonably cooperate with Buyer to effect an amendment to the Incentive Agreement, or to obtain from the City such reasonable assurances, to the effect that, after Closing, the Incentive Agreement will apply only to the Real Property. Seller acknowledges that the Incentive Agreement was not intended to benefit Lots 19/20.

c. Each party shall be entitled to rebates fairly allocable to personal property taxes actually paid by such party pursuant to the terms of the Incentive Agreement. To the extent that a party receives a rebate properly attributable to the other party, such rebate shall be promptly paid to the party entitled thereto. The provisions of this Section 8(c) shall expressly survive the Closing.

9. Seller's Maintenance of the Property. Between the Agreement Date and the Closing Date, Seller shall maintain the Property in substantially the same manner as prior hereto in accordance with Seller's normal course of business, subject to reasonable wear and tear and further subject to the occurrence of any damage or destruction to the Property by casualty or other causes or events beyond the control of Seller; provided, however, that such Seller's maintenance obligations under this Section 9 shall not include any obligation to make capital expenditures or any other expenditures not incurred in Seller's normal course of business. Notwithstanding the foregoing, in the event Seller makes emergency capital expenditures after the Agreement Date to the Property, Seller shall deliver to Buyer promptly following the occurrence of an event that would require Seller to make such emergency capital expenditure, a written notice describing in reasonable detail the nature and cost of such emergency capital expenditure, and Buyer shall be obligated to reimburse Seller for such emergency capital expenditures, and the Purchase Price payable at the Closing shall be increased by an amount equal to the amount spent by Seller in respect of such emergency capital expenditure. For purposes of this Agreement, "EMERGENCY CAPITAL EXPENDITURES" shall mean any emergency capital expenditures performed by Seller that are reasonably necessary to prevent an immediate threat to the health or safety of any person which must be commenced prior to the Closing in order to protect the health or safety of any person and which have been approved by Buyer which approval shall not be unreasonably withheld or delayed. Seller hereby agrees for the period through and including the Closing and at Seller's sole cost and expense, to use reasonable efforts to comply with all governmental regulations applicable to the Property. Seller will not, without the prior written consent of Buyer, convey any interest in the Property, and Seller will not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement which will not be eliminated prior to Closing, except as required by law. Seller's obligations under this Section 9 shall survive the Closing. As set forth in the Transition Services Agreement, Seller agrees to diligently pursue in accordance with all laws, license requirements and regulations all actions necessary to decommission those areas of the Property which are subject to that certain Radioactive Materials License No. 4987.

10. Casualty and Condemnation. In the event there is any damage to the Real Property or destruction of any Improvements or condemnation of any portion of the Property after the Agreement Date, Buyer shall be required to purchase the Property with a credit against the Purchase Price otherwise due hereunder equal to the amount of any insurance proceeds or condemnation awards actually collected by Seller prior to the Closing as a result of any such damage or destruction or condemnation, plus the amount of any insurance deductible or any uninsured amount or retention, less any sums expended by Seller prior to the Closing for the restoration or repair of the Property and/or in collecting such insurance proceeds or condemnation awards. Seller agrees that it will maintain its present casualty insurance policy with respect to the Property in full force and effect until the Closing. If the insurance proceeds or condemnation awards have not been collected as of the Closing, then such proceeds or awards shall be assigned to Buyer, except to the extent needed to reimburse Seller for sums it expended prior to the Closing for the restoration or repair of the Property or in collecting such insurance proceeds or condemnation awards.

Notwithstanding the foregoing, if the Property shall be damaged or destroyed by a casualty or shall be condemned, and if either (i) the cost of repair or restoration to substantially the same condition existing prior to such casualty (or, in the case of a condemnation, the value of the Property or portion thereof so condemned) would exceed an amount equal to ten percent (10%) of the Purchase Price, or (ii) such repair or restoration to substantially the same condition existing prior to such casualty or condemnation is reasonably estimated by Buyer to take more than six (6) months from the date of the occurrence of such condemnation or casualty, and in the reasonable opinion of Buyer, such damage or condemnation would materially impede or delay the commencement of production operations for which the Property is intended to be used by Buyer in a manner that materially frustrates Buyer's business objectives for acquiring the Property, then Seller shall give Buyer prompt notice thereof and the Buyer may, at its option to be exercised by delivery of written notice to Seller within fifteen (15) business days of Seller's notice to the Buyer of the occurrence of such casualty or condemnation, elect not to purchase the Property under this Agreement. If Buyer so duly elects not to purchase the Property, this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement other than Buyer's and Seller's Post-Termination Obligations. Any dispute as to the costs of such repair or restoration or value of a condemned portion of the Property shall be referred to a licensed general contractor experienced in constructing projects such as the Improvements jointly selected by Buyer and Seller for resolution, and the determination of such general contractor, which shall be made within a period of twenty (20) days after such submittal by the parties, shall be final, conclusive and binding on the parties. If the parties shall fail to agree upon the identity of such general contractor within five (5) business days after either party has notified the other of its choice of general contractor, then either party may at any time thereafter apply to a court of competent jurisdiction to immediately appoint such general contractor. The fees and expenses of such general contractor shall be paid equally by Buyer and Seller, and the parties shall cooperate with such general contractor by providing such information as such general contractor may reasonably require to resolve the dispute. If Buyer does not elect, in writing, not to purchase the Property, Buyer shall be obligated to consummate the purchase of the Property as required by the terms hereof.

11. Limited Liability. Buyer on its own behalf and on behalf of its agents, members, partners, employees, representatives, related and affiliated entities, successors and assigns (collectively, the "BUYER PARTIES") hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, directors, agents, property management company, affiliated or related entities of Seller, have any personal liability under this Agreement. Seller on its own behalf and on behalf of its agents, members, partners, employees, representatives, related and affiliated entities, successors and assigns (collectively, the "SELLER PARTIES") hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, directors, agents, property management company, affiliated or related entities of Buyer, have any personal liability under this Agreement.

12. Release. Subject to the limitation stated in Section 13.3 effective upon the Closing, Buyer on its own behalf and on behalf of each of the Buyer Parties hereby agrees that each of Seller, Seller's partners or members, as the case may be, and each of their partners, members, trustees, directors, officers, employees, representatives, property managers, asset

managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively, the "RELEASEES") shall be, and are hereby, fully and forever released and discharged from any and all liabilities, losses, claims (including third party claims), demands, damages (of any nature whatsoever), causes of action, costs, penalties, fines, judgments, attorneys' fees, consultants' fees and costs and experts' fees (collectively, the "CLAIMS") with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the design, physical, environmental and structural condition of the Property, or operation of the Property, or any law or regulation applicable thereto, including, without limitation, any Claim or matter (regardless of when it first appeared) relating to or arising from (i) the presence of any environmental problems, or the use, presence, storage, release, discharge, or migration of Hazardous Materials on, in, under or around the Property regardless of when such Hazardous Materials were first introduced in, on or about the Property, (ii) any patent or latent defects or deficiencies with respect to the Property, or (iii) the presence, release and/or remediation of asbestos and asbestos containing materials in, on or about the Property regardless of when such asbestos and asbestos containing materials were first introduced in, on or about the Property (the "RELEASED CLAIMS"). Effective as of the Closing, Buyer hereby waives and agrees not to commence any action, legal proceeding, cause of action or suits in law or equity, of whatever kind or nature, including, but not limited to, a private right of action under the federal superfund laws, 42 U.S.C. Sections 9601 et seq. and California Health and Safety Code Sections 25300 et seq. (as such laws and statutes may be amended, supplemented or replaced from time to time), directly or indirectly, against the Releasees or their agents in connection with the Released Claims described above and expressly waives the provisions of Section 1542 of the California Civil Code which provides:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR"

and all similar provisions or rules of law. Buyer elects to and does assume all risk for such Released Claims heretofore and hereafter arising, whether now known or unknown by Buyer. In this connection and to the greatest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown Claims, debts, and controversies which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder. Without limiting the foregoing, if Buyer has actual knowledge of any breach or inaccuracy in any representation of Seller made in this Agreement, and Buyer nonetheless elects to proceed to Closing, then, upon the consummation of the Closing, Buyer shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no Claim against Seller or hereunder with respect thereto. Notwithstanding anything to the contrary herein, Seller shall

not have any liability whatsoever to Buyer with respect to any matter disclosed to or discovered by Buyer or its agents or representatives prior to the Closing Date.

Without limiting the generality of the foregoing, Buyer hereby expressly waives, releases and relinquishes any and all claims, causes of action, rights and remedies Buyer may now or hereafter have against Seller, and the affiliates, directors, officers, attorneys, employees, partners, shareholders and agents of Seller, whether known or unknown, under any Environmental Law(s) (as defined below), or common law, in equity or otherwise, with respect to (1) any past, present or future presence or existence of Hazardous Materials on, under or about the Property (including, without limitation, in the groundwater underlying the Property) or (2) any past, present or future violations of any Environmental Laws regarding the Property and any activities thereon. For the purposes of this Agreement, the term "ENVIRONMENTAL LAWS" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations, or any other requirements of governmental authorities, as may presently exist or as may be amended or supplemented, or hereafter enacted or promulgated, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C.A. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Oil Pollution Act (33 U.S.C. Section 2701 et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. Section 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code Section 13020 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code Section 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safe Code Section 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code Section 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health & Safety Code, Section 25300 et seq.). As used herein, the term "HAZARDOUS MATERIAL(S)" includes, without limitation, any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any Environmental Law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint and (J) mold, rot, fungi and bacterial matter.

Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section 12. Seller and Buyer have each initialed this Section 12 to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section 12 shall survive the Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing (if it occurs).

SELLER'S INITIALS: WHR BUYER'S INITIALS: ADL

13. AS-IS Condition of Property.

13.1 Buyer specifically acknowledges, represents and warrants that prior to Closing, it and its agents and representatives will have conducted such inspections of the Property as it determines are prudent and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. By Buyer purchasing the Property and upon the occurrence of the Closing, but subject to the limitations contained in Section 13.3 and Seller's representations set forth in Section 26 hereof, Buyer waives any and all right or ability to make a claim of any kind or nature against any of the Releasees for any and all deficiencies or defects in the physical characteristics and condition of the Property which would be disclosed by such inspection and expressly agrees to acquire the Property with any and all of such deficiencies and defects and subject to all matters disclosed by Seller herein or in any separate writing with respect to the Property. Buyer further acknowledges and agrees that, subject to the limitations set forth in Section 13.3 and Seller's representations set forth in Section 26 hereof, neither Seller or any of Seller's employees, agents or representatives have made any representations, warranties or agreements by or on behalf of Seller of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Real Property, the size of the Improvements, the present use of the Property or the suitability of the Property for Buyer's intended use thereof. Buyer hereby acknowledges, agrees and represents that, subject to the limitations set forth in Section 13.3 and Seller's representations set forth in Section 26 hereof, the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS, and that no patent or latent defect or deficiency in the condition of the Property whether or not known or discovered, shall affect the rights of either Seller or Buyer hereunder nor shall the Purchase Price be reduced as a consequence thereof. Any and all information and documents furnished to Buyer by or on behalf of Seller relating to the Property shall be deemed furnished as a courtesy to Buyer but without any warranty of any kind from or on behalf of Seller. Buyer hereby represents and warrants to Seller that Buyer has performed an independent inspection and investigation of the Property and has also investigated and has knowledge of operative or proposed governmental laws and regulations including without limitation, land use laws and regulations to which the Property may be subject. Buyer further represents that, subject to the limitations set forth in Section 13.3 and Seller's representations set forth in Section 26 hereof, it shall acquire the Property solely upon the basis of its independent inspection and investigation of the Property, including without limitation, (i) the quality, nature, habitability, merchantability, use, operation, value, marketability, adequacy or physical condition of the

Property or any aspect or portion thereof, including, without limitation, structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, electrical, mechanical, HVAC, plumbing, sewage, utility, manufacturing and pharmaceutical process systems, facilities and appliances, soils, geology and groundwater, or whether the Real Property lies within a special flood hazard area, an area of potential flooding, a very high fire hazard severity zone, a wildland fire area, an earthquake fault zone or a seismic hazard zone, (ii) the dimensions or lot size of the Real Property or the square footage of the Improvements thereon, (iii) the development or income potential, or rights of or relating to, the Real Property or its use, habitability, merchantability, or fitness, or the suitability, value or adequacy of such Real Property for any particular purpose, (iv) the zoning or other legal status of the Real Property or any other public or private restrictions on the use of the Real Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or regulatory agency or authority or of any other person or entity (including, without limitation, the Americans With Disabilities Act), (vi) the ability of Buyer to obtain any necessary governmental approvals, licenses or permits for Buyer's intended use or development of the Property, (vii) the presence or absence of Hazardous Materials on, in, under, above or about the Real Property or any adjoining or neighboring property, (viii) the quality of any labor and materials used in any Improvements or equipment, (ix) the condition of title to the Property, (x) the Assumed Contracts or any other agreements affecting the Property, (xi) Seller's ownership of the Property or any portion thereof, or (xii) the economics of, or the income and expenses, revenue or expense projections or other financial matters, relating to the operation of the Property. Without limiting the generality of the foregoing, Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller, nor any member partner, officer, employee, attorney, property manager, agent or broker of Seller, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Buyer, subject to the limitations set forth in Section 13.3 and Seller's representations set forth in Section 26 hereof. Buyer further acknowledges and agrees that Seller is not under any duty to make any inquiry regarding any matter that may or may not be known to the Seller or any member, partner, officer, employee, attorney, property manager, agent or broker of Seller.

SELLER'S INITIALS: WHR BUYER'S INITIALS: ADL

13.2 Any reports, repairs or work required by Buyer are the sole responsibility of Buyer, and (except as may be required under Section 3 and Section 9 above) Buyer agrees that there is no obligation on the part of Seller to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer. Buyer is solely responsible for obtaining any approval or permit necessary for transfer or occupancy of the Property and for any repairs or alterations necessary to obtain the same, all at Buyer's sole cost and expense. The provisions of this Section 13 shall survive the Closing and shall not be deemed merged into any instrument or conveyance delivered at the Closing (if it occurs).

13.3 No release or waiver by Buyer set forth in Sections 12 or 13.1 above shall be read, construed or interpreted as a release or waiver of: (a) Seller's performance of its covenants under this Agreement; (b) any fraud by Seller in connection with this Agreement; (c) Seller's continuing obligations under the Confidentiality Agreement (as defined in Section 22 below), or with respect to Section 16 (Brokers), and Section 25 (Dispute Costs); and (d) any obligations by Seller to Buyer pursuant to any other past, present or future agreement or contract between the parties which has not been integrated into this Agreement pursuant to Section 18 below.

14. Prorations. Seller shall be liable for all real and personal property taxes and assessments ("PROPERTY TAXES"), water, sewer and utility charges and amounts payable under the Assumed Contracts (calculated on the basis of the period covered), and other expenses normal to the operation and maintenance of the Property ("Property Expenses"), attributable to periods (or portions thereof) ending on or prior to the Closing Date and responsibility for property and sales tax filings, administration and examinations for such period shall rest with Seller, and Buyer shall be liable for any such Property Taxes and Property Expenses attributable to periods (or portions thereof) commencing on or after the Closing Date and responsibility for property and sales tax filings, administration and examinations for such period shall rest with Buyer. All such Property Taxes and Property Expenses shall be prorated for any period that includes the Closing Date on a per diem basis and on the basis of a 365-day year. The initial proration of Property Taxes will be based on the most recent official tax bills available to Seller for the fiscal year in which the Close of Escrow occurs, and to the extent that such tax bills do not accurately reflect the actual Property Taxes assessed against the Property (or any portion of the Property), then Buyer and Seller shall adjust such actual Property Taxes between Buyer and Seller, outside of Escrow, in accordance with this Section 14, as soon as reasonably possible following the Close of Escrow. The prorations and adjustments provided for above shall be made on the basis of a written statement prepared by Escrow Holder and approved by Buyer and Seller. At least three (3) business days prior to the Closing, Escrow Holder, using information provided by the parties, shall provide Buyer and Seller with a preliminary Escrow closing statement (the "ESCROW CLOSING STATEMENT"), together with backup documentation substantiating the prorations provided for and the calculations performed, in order that Buyer and Seller may verify Escrow Holder's methods and calculations. In the event any prorations made pursuant hereto shall prove incorrect for any reason whatsoever, either party shall be entitled to an adjustment to correct the same provided that it makes written demand on the other within thirty-six (36) months after the Closing, provided, however, that such limitation that demand be made within thirty-six (36) months after the Closing shall not apply to any adjustment requested by a party that is required based upon inaccurate or incomplete information provided by the other party to the taxing authorities. If and to the extent the Escrow Holder requires any information or instruction from Buyer and Seller in order to perform such prorations, then Buyer and Seller shall furnish Escrow Holder with further mutual instructions. In the event any of the aforesaid prorations and adjustments cannot be calculated accurately on the Closing Date, then the same shall be calculated as soon as reasonably practicable after the Closing and either party owing the other party a sum of money based on such subsequent prorations or adjustments shall pay said sum to the other party within thirty (30) days thereafter. Prorations under this Section 14 shall be made as of 12:01 a.m. on the Closing Date, as if Buyer was vested with title to the Property

during the entire day upon which the Close of Escrow occurs. After Closing, Seller further agrees to cooperate with Buyer with respect to any of the prorations and sales tax filings, administration and examinations described herein and Seller and Buyer agree to cooperate and share information to the extent necessary for such prorations and sales tax filings, administration and examinations described herein. The provisions of this Section 14 shall survive the Closing.

15. Closing Costs. Except as expressly set forth herein, all costs associated with the transfer of title and the associated escrow shall be in accordance with the customary practices in San Diego County. Seller shall pay (i) one-half (1/2) of the escrow fee charged by Escrow Holder, (ii) the cost of the documentary county transfer taxes applicable to the transfer of the Real Property and Improvements, (iii) the premium charged by the Title Company for the CLTA Title Policy (excluding any endorsements thereto), and (iv) one-half (1/2) of any sales tax associated with the transfer of any Personal Property that constitutes tangible personal property for California sales and use tax purposes (which amount shall be determined prior to Closing). At Closing, Buyer shall obtain from the Title Company a CLTA Owner's Policy of Title Insurance in the amount of the Purchase Price insuring fee simple title to the Property in Buyer (the "CLTA TITLE POLICY"). Buyer may elect to cause the Title Company to issue an ALTA Owner's Policy of Title Insurance (Form 1992) (the "ALTA POLICY") provided such election does not delay the Closing. At Closing, Buyer shall pay (i) one-half (1/2) of the escrow fee charged by Escrow Holder, (ii) the cost of any and all costs and incremental premiums or other charges related to the ALTA Policy (including all endorsements thereto) in excess of the cost of the CLTA Title Policy, and (iii) one-half (1/2) of any sales tax associated with the transfer of any Personal Property that constitutes tangible personal property for California sales and use tax purposes (which amount shall be determined prior to Closing). Each party shall be solely responsible for its own legal fees and costs. Upon the Closing, the Escrow Holder shall release to Seller the amounts deposited for payment of sales tax associated with the transfer of the Personal Property and Seller shall timely prepare and file all sales and use tax returns in connection with the purchase and sale of the Personal Property and shall timely pay all such sales and use taxes to the appropriate taxing authorities when due. Buyer and Seller shall use commercially reasonable efforts, to the extent permitted by law, to reduce any applicable sales and use taxes. Such cooperation shall include (i) the delivery of appropriate resale certificates by Buyer, (ii) the parties obtaining applicable exemption certificates, and (iii) Seller transferring Intangibles to Buyer by remote electronic transmission or other reasonable means of transferring Intangibles capable of being so transferred in other than tangible form.

16. Brokers. Seller and Buyer respectively represent that there are no brokers or other intermediaries entitled to receive brokerage commissions or fees or other compensation out of or with respect to the sale of the Property. Seller and Buyer shall indemnify and save and hold each other harmless from and against all claims, suits, damages and costs incurred or resulting from the claim of any person that a commission, fee or remuneration is due in connection with this transaction pursuant to a written agreement made with said claimant. The provisions of this Section 16 shall survive the Closing or any termination of this Agreement.

17. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or

certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery, or by personal delivery, or by facsimile transmission. Such notices shall be sent to the parties at the following addresses, or such other address as may otherwise be indicated by any such party in writing.

If to Seller: Biogen Idec Inc.
14 Cambridge Center
Cambridge, Massachusetts 02142
Attention: Michael Kowolenko Senior Vice President - Pharmaceutical Operations & Technologies
Phone Number: 617 679-2420
Facsimile Number: 617 679-2615

with a copy to:
Biogen Idec Inc.
5200 Research Place
San Diego, California 92122
Attention: Jo Ann Taormina, Esq.
Associate General Counsel
Phone Number: 858 401-8219
Facsimile Number: 858 431-8887

If to Buyer: Genentech, Inc.
One DNA Way, Mail Stop 49
South San Francisco, CA 94080
Attention: Steve Juelsgaard, Corporate Secretary
Phone number: 650 225-1000
Facsimile number: 650 225-8654

with a copy to: Genentech, Inc
One DNA Way, Mail Stop 87
South San Francisco, CA 94080
Attention: Patrick Yang, Senior Vice President Product Operations
Phone number: 650 225-1000
Facsimile number: 650 225-5007

Notices as aforesaid shall be effective upon the earlier of actual receipt, or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile, or when receipt is refused.

18. Drafting Ambiguities. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation

or enforcement of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

19. Assignment. Buyer may not assign its rights, obligations and interest in this Agreement to any other person or entity without first obtaining Seller's prior written consent thereto, which consent may be withheld in its sole discretion. Buyer may assign its interest in this Agreement to an entity controlled by, under common control with, or controlling Buyer without Seller's consent. In no event shall any assignment relieve Buyer from any liability or its obligations under or in connection with this Agreement. Any attempted assignment not in compliance with the provisions of this Section 19 shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

20. Severability. If for any reason, any provision of this Agreement shall be held to be unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement and to the extent any provision of this Agreement is not determined to be unenforceable, such provision, or portion thereof, shall be, and remain, in full force and effect.

21. California Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

22. Entire Agreement/Modifications/Survival. Any and all exhibits and schedules attached hereto shall be deemed a part hereof. Except for that certain Mutual Confidentiality Agreement dated May 6, 2005 between Buyer and Seller (the "CONFIDENTIALITY AGREEMENT"), this Agreement, including exhibits and schedules, expresses the entire agreement of the parties and supersedes any and all previous agreements between the parties with regard to the Property, including without limitation, that certain letter of intent, dated May 19, 2005. There are no other understandings, oral or written, which in any way alter or enlarge its terms, and there are no warranties or representations of any nature whatsoever, either expressed or implied, except for the Confidentiality Agreement and except as may expressly be set forth herein. Except as otherwise expressly provided in this Agreement to the contrary, at the Closing, all of Seller's representations (if any) made herein shall be deemed merged into the Grant Deed and shall be of no further force or effect. Any and all future modifications of this Agreement will be effective only if it is in writing and signed by the parties hereto. The terms and conditions of such future modifications of this Agreement shall supersede and replace any inconsistent provisions in this Agreement.

23. Confidentiality. The Confidentiality Agreement shall govern the confidentiality of the transaction contemplated by, and the information disclosed in or pursuant to, this Agreement. Notwithstanding the foregoing, Seller acknowledges and agrees that Buyer may record a memorandum of this Agreement in the Official Records of San Diego County, California upon execution of this Agreement by Buyer and Seller on the condition that Buyer shall have delivered into Escrow prior to recording any such memorandum an executed and notarized quitclaim deed sufficient to terminate such memorandum, and, Buyer hereby authorizes Escrow Holder to release and record any such quitclaim deed, at Buyer's expense, upon any termination of this Agreement by Buyer or Seller pursuant to the provisions hereof.

24. Counterparts. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. Buyer and Seller agree that the delivery of an executed copy of this Agreement by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered.

25. Dispute Costs. In the event any dispute between the parties with respect to this Agreement result in litigation or other proceeding, the prevailing party shall be reimbursed by the party not prevailing in such proceeding for all reasonable costs and expenses, including, without limitation, reasonable attorneys' and experts' fees and costs incurred by the prevailing party in connection with such litigation or other proceeding and any appeal thereof. Such costs, expenses and fees shall be included in and made a part of the judgment recovered by the prevailing party, if any. The provisions of this Section 25 shall survive any termination of this Agreement or the Closing.

26. Seller's Representations. Seller hereby represents to Buyer that the following matters are true and correct as of the date of its execution of this Agreement and shall, except as otherwise disclosed in writing by Seller to Buyer, be true and correct as of the Closing:

26.1 Due Authorization. This Agreement and all documents executed by Seller that are to be delivered to Buyer at Closing (i) are, or at the time of Closing will be, duly authorized, executed and delivered by Seller, (ii) do not, and at the time of Closing will not, violate any provision of any judicial order to which Seller is a party or to which Seller or the Property is subject that would materially adversely affect or prevent the performance of Seller's obligations under this Agreement; and (iii) constitute (or in the case of Closing documents will constitute) a valid and legally binding obligation of Seller. Seller has full and complete power and authority to enter into this Agreement and, subject to obtaining the waiver of the Master Developer Option identified in Section 1 above, to perform its obligations hereunder. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

26.2 Litigation. To Seller's actual knowledge, Seller has not received written notice of any pending or threatened judicial or administrative proceedings against Seller with respect to Seller's use or ownership of the Property that could reasonably be expected to materially adversely affect the Property or Seller's interest therein to be transferred pursuant to this Agreement.

26.3 Condemnation. To Seller's actual knowledge, Seller has received no written notice from the City, or any county, state or other government authority of any threat of impending actions in condemnation or eminent domain with respect to the Property (or any portion thereof).

26.4 Qualification/Validation Documents. To Seller's actual knowledge, all of the documents identified on the attached Exhibit J which represent the state of qualification and validation of the material equipment and systems located at or on the Real Property and

which form a part of the Improvements or are included in the Personal Property to be transferred to Buyer under this Agreement are true and correct in all material respects, and all validation testing of such equipment and systems has been performed using Seller's "Quality Systems" methodology in all material respects.

26.5 Foreign Person. Seller is not a "FOREIGN PERSON" within the meaning of Section 1445(f)(3) of the Internal Revenue Code, as amended.

26.6 Bankruptcy. Seller is not presently the subject of a bankruptcy, insolvency or probate proceedings and Seller does not anticipate nor intend to file or cause to be filed any bankruptcy or insolvency proceeding involving the Property during the pendency of this Agreement.

26.7 Violation of Law. To Seller's knowledge, Seller has received no notices from any governmental agencies pertaining to present, material violations of law or governmental regulations with respect to the Property.

26.8 No Other Sale Contracts. Seller has not entered into any other contracts for the sale of the Property.

26.9 Agreement of Covenants. To Seller's knowledge, Seller has not violated and is not currently in violation of any of the provisions of the Agreement of Covenants dated September 1, 2000 between Master Developer and Seller.

26.10 Documents and Materials. To Seller's actual knowledge, Seller has made available to Buyer those documents and materials that Seller reasonably believes are material to the ownership or operation of the Property to the extent of Seller's operation thereof, to the extent the same are in Seller's possession, custody or control.

Buyer and Seller each specifically acknowledge and agree that all references in this Agreement, in any of the exhibits attached hereto and in any document, certificate or statement to be delivered by Seller to Buyer hereunder to the phrases "to Seller's actual knowledge," or "known to Seller" (whether used in the phrase "to the actual knowledge of Seller," "actually known to Seller," "Seller's knowledge," or in similar or other contexts) (1) shall mean the actual (not constructive or imputed) personal knowledge of (i) Seller's executive officers holding positions of senior vice president or above with Seller as of the Agreement Date and (ii) David Broad and Johannes Roebers, after appropriate inquiry of those persons directly responsible for knowledge of such matters that are the subject of Seller's representations (collectively, the "SELLER'S PERSONNEL"); (2) shall in no case mean or refer to the actual or constructive knowledge of any other employee, partner, member, officer, director, agent, trustee or member, partner, representative or employee of a partner, member, officer, director, agent or other representative of Seller or any investment advisor, attorney, management company, contractor or representative of Seller (together with Seller's Personnel, the "SELLER REPRESENTATIVES"); and (3) except as provided clause (1)(ii) above, shall in no event or circumstance impose upon Seller or any of the Seller Representatives any duty or obligation to verify, inquire or make any independent inquiry or investigation of any such representation, warranty or statement, or to otherwise investigate the

facts or circumstances relating or otherwise pertinent thereto. Buyer further acknowledges and agrees that none of the Seller Representatives shall be personally liable, or otherwise have any personal liability, under or in connection with this Agreement, including without limitation, in connection with any of the representations, warranties or statements made in connection with, or pursuant to, this Agreement. Notwithstanding anything to the contrary contained herein, the foregoing representations of Seller made hereinabove shall survive the Closing, and shall not be deemed merged into the Grant Deed at the Closing, for a period of one (1) year after the Closing Date, after which time such representations and warranties shall be null and void and of no further force or effect except with respect to claims made by Buyer in writing delivered to Seller before the expiration of such one (1) year period.

27. Buyer's Representations. Buyer hereby represents and warrants to Seller that the following matters are true and correct as of the date of its execution of this Agreement and shall be true and correct as of the Closing:

27.1 Authorization. This Agreement and all documents executed by Buyer that are to be delivered to Seller at Closing (a) are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, (b) do not, and at the time of Closing will not, violate any provision of any judicial order to which Buyer is a party or to which Buyer is subject and (c) constitute (or in the case of Closing documents will constitute) a valid and legally binding obligation of Buyer.

27.2 Authority. Buyer has full and complete power and authority to enter into this Agreement and, subject to obtaining any consents or waivers required to be obtained prior to Closing, to perform its obligations hereunder.

27.3 Bankruptcy. Buyer is not presently the subject of a bankruptcy, insolvency or probate proceedings and Buyer does not anticipate nor intend to file or cause to be filed any bankruptcy or insolvency proceeding involving Buyer or Buyer's assets during the pendency of this Agreement.

27.4 Inspections. Prior to Closing, Buyer and its agents will have inspected the Property, fully observed the physical characteristics and condition of the Property, and performed such investigations of the suitability of Buyer's intended use of the Property, as Buyer has determined are prudent, including without limitation, the suitability of the topography; the availability of water rights or utilities; any natural hazard of any kind or nature, including without limitation, flood hazard, earthquake fault or seismic hazard, or forest fire risk or hazard; the present and future zoning, subdivision and any and all other land use matters; the condition of the soil, subsoil or groundwater of the Property and any and all other environmental matters; the purpose(s) to which the Property is suited; drainage; flooding; access to public roads; and proposed routes or roads or extensions relative to the Property. The foregoing representations and warranties of Buyer shall survive the Closing.

28. Time of the Essence; and Business Days. Time is of the essence in the performance of each of the parties' respective obligations contained herein. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate

at 5:00 p.m. (Pacific Time) on such date or dates and references to "DAYS" shall refer to calendar days except if such references are to "BUSINESS DAYS" which shall refer to days which are not a Saturday, Sunday or legal holiday. Notwithstanding the foregoing, if any period terminates on a Saturday, Sunday or legal holiday, under the laws of the State of California, the termination of such period shall be on the next succeeding business day. The time in which any act provided under this Agreement is to be done, shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State of California, and then it is also so excluded.

29. Agreement Date. The parties hereby covenant and agree that the "AGREEMENT DATE" shall be the date set forth on the first page of this Agreement. Escrow Holder shall execute and deliver to each of Seller and Buyer its acceptance of, and agreement to be bound by the instructions set forth in, this Agreement, in the form attached hereto for the signature of Escrow Holder. If either party fails to submit a signed and initialed counterpart of this Agreement to Escrow Holder within five (5) business days after the delivery to Escrow Holder by the other party of a signed and initialed original counterpart of this Agreement, then the party which delivered to Escrow Holder said signed and initialed counterpart of this Agreement may, at its option, withdraw such signed and initialed counterpart therefrom without any obligation to resubmit same to Escrow Holder thereafter.

30. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Seller and Buyer do not intend, and this Agreement shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Agreement.

31. Discharge of Seller's Bonds. With respect to any performance bonds or other bonds relating to work in progress at the Property, deferred improvement agreements or street improvement agreements that are identified on Exhibit K (collectively, "SELLER'S BONDS") that were paid for or otherwise procured by Seller and remain in effect after the Closing Date, Buyer shall on or prior to the Closing Date replace such Seller's Bonds with equivalent bonds procured by Buyer and cause Seller to be fully discharged and released from any and all liability or obligation under the Seller's Bonds.

32. Drafts not an Offer to Enter into a Legally Binding Contract. The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, including without limitation, all of the exhibits hereto, and each of Seller and Buyer have fully executed and delivered (or caused the delivery) to each other a counterpart of this Agreement, including without limitation, all exhibits hereto.

33. Natural Hazard Disclosure Requirement Compliance. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal

Emergency Management Agency (California Civil Code Section 1103(c)(1)); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51178 et seq.); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4135); (v) earthquake fault zone (Public Resources Code Section 2622); or (vi) a seismic hazard zone (Public Resources Code Section 2694) (sometimes all of the preceding are herein collectively called the "NATURAL HAZARD MATTERS"). Seller has engaged or will cause the Title Company or such other company selected by Seller to engage the services of a natural hazard disclosure expert (the "NATURAL HAZARD EXPERT"), to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1102.6a and to report the result of its examination to Buyer and Seller in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination will fully and completely discharge Seller from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the provisions of Civil Code Section 1102.4 regarding non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above.

34. Retention of Certain Materials. Effective as of the Closing, Seller is hereby granted a non-exclusive, royalty-free, perpetual license to retain copies of written materials comprising portions of the Personal Property conveyed to Buyer under this Agreement, to the extent Seller reasonably determines that retention of such copies is necessary or convenient for purposes of Seller's record-keeping or reporting requirements relating to the Property and/or for purposes of documenting and evidencing any activities conducted by Seller at the Property during Seller's period of ownership thereof.

35. Non-Solicitation of Employees. Seller and Buyer each agree that, effective as of the date of this Agreement, except as expressly contemplated under Section 7 above, Buyer shall not, directly or indirectly, solicit or recruit, without Seller's express written consent, Seller's employees identified on Exhibit G-2 and any of Seller's employees identified on Exhibit G-3 who do not accept an offer of employment from Buyer, for a period of one (1) year following August 16, 2005. In addition, for a period of one (1) year following August 16, 2005, Seller shall not, directly or indirectly, solicit or recruit, without Buyer's express written consent, those employees identified on Exhibit G-1 and any of those employees identified on Exhibit G-3 who accept an offer of employment from Buyer. Seller and Buyer agree that the foregoing provisions on non-solicitation of employees shall apply to all undertakings, agreements and transactions arising out of this Agreement or any of the other instruments, agreements or undertakings between the parties in connection herewith. In the event either party violates any provision of this Section 35, the violating party shall promptly pay to the other party for any person hired by such party as a result of violation of the provisions hereof, an amount equal to twenty-five percent (25%) of the annual base salary paid or offered to be paid by the violating party to any such employee. The parties confirm that the penalty for violating this Section 35 as described

herein is intended to be the sole remedy for such violation. Notwithstanding the foregoing, the prohibition on solicitation set forth in this Section 35 does not apply to actions taken by such party solely as a result of an employee's affirmative response to a general recruitment effort carried out through a public solicitation or general solicitation, or solely as a result of an employee's own initiative. As used in this Section 35, "Buyer" shall also refer to and include any subsidiary of Buyer. The provisions of this Section 35 shall survive the Closing.

36. Purchase of TD Equipment. Not later than the Closing, Buyer shall designate such items of the "Process Development Equipment" identified as excluded Personal Property on Exhibit "B-2" as Buyer desires to purchase from Seller. Seller agrees to sell to Buyer such items at a price equal to the replacement value of such equipment and on such terms which are substantially the same as the terms and conditions of this Agreement for the sale of the Personal Property by Seller to Buyer, all to be negotiated in good faith promptly following the full execution and delivery of this Agreement for a period not to exceed thirty (30) days following the Agreement Date. The provisions of this paragraph shall survive the Closing.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have caused this Purchase and Sale Agreement and Joint Escrow Instructions to be executed as of the day and year first above written.

SELLER:

BIOGEN IDEC INC.,
a Delaware corporation

By: /s/ William H. Rastetter, Ph.D.

Name: William H. Rastetter, Ph.D.

Title: Executive Chairman

BUYER:

GENENTECH, INC.,
a Delaware corporation

By: /s/ Arthur D. Levinson, Ph.D.

Name: Arthur D. Levinson, Ph.D.

Title: Chairman and Chief Executive Officer

Acceptance by Escrow Holder:

First American Title Insurance Company hereby acknowledges that it has received originally executed counterparts or a fully executed original of the foregoing Agreement of Purchase and Sale and Joint Escrow Instructions and agrees to act as Escrow Holder thereunder and to be bound by and perform the terms thereof as such terms apply to Escrow Holder.

Dated: June 16, 2005 First American Title Insurance Company

By: /s/ Lynn Graham

Name: Lynn Graham

Its: Authorized Agent

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

[Attached]

LEGAL DESCRIPTION

Real property in the City of Oceanside, County of San Diego, State of California, described as follows:

Parcel 1:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 5 of Ocean Ranch -- Phase 1 as shown on Map No. 14168 filed March 15, 2001 in the Office of the County Recorder of said San Diego County, together with those portions of Lots 7, 8 and 9 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in said Office of the County Recorder, described as follows:

Beginning at a point on the Easterly line of said Lot 7 distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot; thence along said Easterly line South 00 degrees 59'59" West 43.33 feet to an angle point therein; thence continuing along said Easterly line and the Easterly line of said Lot 5 South 00 degrees 53'14" West 770.28 feet; thence West 1075.48 feet; thence North 04 degrees 16'00" West 829.75 feet to the point of beginning.

Said property being described as "Parcel 1" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 2:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 5 of Ocean Ranch -- Phase 1 as shown on Map No. 14168 filed March 15, 2001 in the Office of the County Recorder of said San Diego County, together with that portion of Lot 7 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in said Office of the County Recorder, described as follows:

Beginning at the Northeasterly corner of said Lot 7, said corner being on a non-tangent curve concave Southeasterly and having a radius of 1208.00 feet, a radial line of said curve from said corner bears South 13 degrees 58'05" East; thence along the Northwesterly and Southwesterly lines of said Lot 7 and the Westerly, Southerly and Easterly lines of said Lot 5 through the following courses: along said curve Westerly 318.33 feet through a central angle of 15 degrees 05'55"; thence tangent from said curve South 60 degrees 56'00" West 494.16 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 17.00 feet; thence along said curve Southwesterly and Southerly 26.70 feet through a central angle of 90 degrees 00'00"; thence tangent from said curve South 29 degrees 04'00" East 581.97 feet to the beginning of a tangent curve concave Westerly and having a radius of 1042.00 feet; thence along said curve Southerly 826.92 feet through a central angle of 45 degrees 28'09"

to a point of reverse curvature with a curve concave Northeasterly and having a radius of 20.00 feet, a radial line of said curve from said point bears South 73 degrees 35'51" East; thence along said curve Southerly and Southeasterly 31.81 feet through a central angle of 91 degrees 07'22"; thence tangent from said curve South 74 degrees 43'13" East 101.87 feet to the beginning of a tangent curve concave Northerly and having a radius of 458.00 feet; thence along said curve Easterly 113.88 feet through a central angle of 14 degrees 14'47"; thence tangent from said curve South 88 degrees 58'00" East 1314.35 feet; thence North 00 degrees 53'14" East 505.72 feet to a point distant thereon South 00 degrees 53'14" West 770.28 feet from an angle point in the Easterly line of Lot 9 of said Ocean Ranch -- Phase 1A; thence West 1075.48 feet; thence North 04 degrees 16'00" West 829.75 feet to a point in the Easterly line of said Lot 7 distant thereon South 06 degrees 00'53" East 449.74 feet from said Northeasterly corner of Lot 7; thence along said Easterly line North 06 degrees 00'53" West 449.74 feet to the point of beginning.

Said property being described as "Parcel 2" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 3:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 8 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in the Office of the County Recorder of said San Diego County, lying Northerly of the following described line:

Beginning at a point on the Easterly line of Lot 7 of said Ocean Ranch -- Phase 1A distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 of said Ocean Ranch - Phase 1A, said point being distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot.

Said property being described as "Parcel 3" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 4:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 9 of Ocean Ranch - Phase 1A as shown on Map No. 14291 filed November 6, 2001, in the Office of the County Recorder of said San Diego County, lying Northerly of the following described line:

Beginning at a point on the Easterly line of Lot 7 of said Ocean Ranch - Phase 1A distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot.

Said property being described as "Parcel 4" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

First American Title Insurance Company

EXHIBIT B-1

LIST OF PERSONAL PROPERTY

[Attached]

BLDG #	SYSTEM #	AREA	SYSTEM NAME
[*]	[*]	[*]	[*]

EXHIBIT B-2

LIST OF EXCLUDED PERSONAL PROPERTY

- - The Systems Hardware identified on the attached Schedule B-2-I.

- - 25 leased copier/printers (identified on the attached Schedule B-2-II); all leased vending machines and all leased coffee service equipment.

- - Process Development Equipment located in the areas noted on the floor plan attached hereto as Schedule B-2-III as of the Agreement Date.

- - Personal computers utilized by the employees listed: (i) on Exhibit G-2; and (ii) to the extent the same do not accept offers of employment from Purchaser, on Exhibit G-3.

- - Laboratory Notebooks.

- - Personal computer hard drives (to be replaced with new hard drives at Seller's cost).

- - Seller's products and product batch records.

- - Raw materials used for Tysabri and/or Zevalin.

- - QC Equipment and Materials as follows:

- PE ICP-MS Elan 9000 in Room 2501 (#7543)

- Methods Validation Gamma Counter in Room 2500 (#7558)

- Quality Control Microbiology Chemunex (#7534)

- IGEN Serial #00658 (#7594)

SCHEDULE B-2-I

LIST OF EXCLUDED SYSTEMS HARDWARE

PROGRAM	PROJECT TITLE	VENDOR	PRODUCT
Infrastructure	Authentication/NOS	Novell	Netware
Laboratory Systems	NuGenesis	Waters	NuGenesis
Laboratory Systems	Chemstation/Chemstore	Agilent	Chemstore
Email system	Email	IBM	Notes
Infrastructure	WAN	Cisco	CISCO 7200, ISS Firewall, WebSense firewall
Infrastructure	Storage	EMC	Symetrix

SCHEDULE B-2-II

(EXCLUDED COPIERS)

Building	Floor	Location	IT Resource Number	Model Number	Serial Number
331	1	1601	A000001199	Xerox-XDC470	NE0-134482
341	1	1003 Cub	A0000001341	Xerox-XDC545	FWT-009975
NIMO Trailer	1	NIMO Trailer	A000000026	Xerox-XDC470	NE0-134107
331	3	3407	A000001186	XDC555	FWT-010292
351	1	1114 copy/fax	A000001210	Xerox-XDC470	NE0-132803
331	1	1504 East	A000001142	Xerox-XDC470	NE0-134557
321	1	1302 Warehouse	A000002385	Xerox-WCP55	NWL-008684
351	1	1205 CALIBRATION	A000002405	Xerox-WCP45	NWL-008698
331	1	1101 Security	A000002517	Xerox-WCP55	NWL-008214
331	2	2407 Mail Room	A000002530	Xerox-WCP45	NWL-009661
351	2	2122 COPY/FAX	A000002633	Xerox-WCP65	MRN-017754
331	1	1220 Facilities	A000001641	Xerox-WCP65	MRN-018772
331	1	1125 West	A000001637	Xerox-WCP65	MRN-018794
331	3	3100	A000002100	WCP65	MRN-018796
331	3	3200	A000001638	WCP55	NWL-050763
351	3	3110 COPY/FAX	A000002293	Xerox-WCP65	MRN-018761
351	3	3100J	A000001689	Xerox-WCP65	MRN-018779
331	1	1126	A000002527	Xerox-WCP65	MRN-019234
331	2	2124	A000002621	Xerox-WCP65	MRN-019203
341	1	1018 Cub	A000002643	Xerox-WCP65	MRN-019223
331	3	3407	A000002396	WCP40	KMM-007668
351	2	2122 COPY/FAX	A000002397	Xerox-WCP40C	KMM-007686
311	2	2003	A000002499	WCP40	KMM-007713
331	1	1301 Mail Room	A000002900	Xerox-WCP40C	KMM-007691
351	3	3110 COPY/FAX	A000002901	Xerox-WCP40C	KMM-007694

SCHEDULE B-2-III

PROCESS DEVELOPMENT EQUIPMENT LOCATIONS

[ATTACHED]

[*]

EXHIBIT C

ASSUMED CONTRACTS

[*]

EXHIBIT D

GRANT DEED

Recording Requested by and
When Recorded Mail to,
and Mail Tax Statements to:

- ----------

- ----------

- ----------

- ----------
Attention:

- ----------
Space Above This Line for Recorder's Use

GRANT DEED

The undersigned Grantor declared that Documentary Transfer Tax is not part of the public records.

For valuable consideration, receipt of which is acknowledged, BIOGEN IDEC INC., a Delaware corporation ("GRANTOR"), hereby grants to GENENTECH, INC., a Delaware corporation ("GRANTEE"), that certain real property located in the City of Oceanside, County of San Diego, State of California, as legally described in Exhibit A attached hereto and made a part hereof (the "PROPERTY") together with all improvements, structures and fixtures located thereon and all easements, tenements, hereditaments, air, water, oil, gas and mineral rights, appurtenances, rights and privileges appertaining to the Property.

The Property is conveyed subject to:

(a) The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;

(b) The liens for non-delinquent real and personal property taxes;

(c) All liens, encumbrances, easements, leases, covenants, conditions and restrictions recorded in the official real estate records of San Diego County, California;

(d) All matters which would be disclosed by an accurate survey of the Property; and

(e) Zoning ordinances and regulations and any other laws, ordinances, regulations or orders of any governmental agency having or claiming jurisdiction over the use, occupancy or enjoyment of the Property.

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this instrument as of the date hereinafter written.

DATED: _____, 2005

GRANTOR:

BIOGEN IDEC INC.,
a Delaware corporation

By:

Name:

Title:

By:

Name:

Title:

EXHIBIT D

EXHIBIT A TO EXHIBIT D

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

Real property in the City of Oceanside, County of San Diego, State of California, described as follows:

Parcel 1:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 5 of Ocean Ranch -- Phase 1 as shown on Map No. 14168 filed March 15, 2001 in the Office of the County Recorder of said San Diego County, together with those portions of Lots 7, 8 and 9 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in said Office of the County Recorder, described as follows:

Beginning at a point on the Easterly line of said Lot 7 distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot; thence along said Easterly line South 00 degrees 59'59" West 43.33 feet to an angle point therein; thence continuing along said Easterly line and the Easterly line of said Lot 5 South 00 degrees 53'14" West 770.28 feet; thence West 1075.48 feet; thence North 04 degrees 16'00" West 829.75 feet to the point of beginning.

Said property being described as "Parcel 1" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 2:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 5 of Ocean Ranch -- Phase 1 as shown on Map No. 14168 filed March 15, 2001 in the Office of the County Recorder of said San Diego County, together with that portion of Lot 7 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in said Office of the County Recorder, described as follows:

Beginning at the Northeasterly corner of said Lot 7, said corner being on a non-tangent curve concave Southeasterly and having a radius of 1208.00 feet, a radial line of said curve from said corner bears South 13 degrees 58'05" East; thence along the Northwesterly and Southwesterly lines of said Lot 7 and the Westerly, Southerly and Easterly lines of said Lot 5 through the following courses: along said curve Westerly 318.33 feet through a central angle of 15 degrees 05'55"; thence tangent from said curve South 60 degrees 56'00" West 494.16 feet to the beginning of a tangent curve concave Southeasterly and having a radius of 17.00 feet; thence along said curve Southwesterly and Southerly 26.70 feet through a central angle of 90 degrees 00'00"; thence tangent from said curve South 29 degrees 04'00" East 581.97 feet to the beginning of a tangent curve concave Westerly and having a radius of 1042.00 feet; thence along said curve Southerly 826.92 feet through a central angle of 45 degrees 28'09"

to a point of reverse curvature with a curve concave Northeasterly and having a radius of 20.00 feet, a radial line of said curve from said point bears South 73 degrees 35'51" East; thence along said curve Southerly and Southeasterly 31.81 feet through a central angle of 91 degrees 07'22"; thence tangent from said curve South 74 degrees 43'13" East 101.87 feet to the beginning of a tangent curve concave Northerly and having a radius of 458.00 feet; thence along said curve Easterly 113.88 feet through a central angle of 14 degrees 14'47"; thence tangent from said curve South 88 degrees 58'00" East 1314.35 feet; thence North 00 degrees 53'14" East 505.72 feet to a point distant thereon South 00 degrees 53'14" West 770.28 feet from an angle point in the Easterly line of Lot 9 of said Ocean Ranch -- Phase 1A; thence West 1075.48 feet; thence North 04 degrees 16'00" West 829.75 feet to a point in the Easterly line of said Lot 7 distant thereon South 06 degrees 00'53" East 449.74 feet from said Northeasterly corner of Lot 7; thence along said Easterly line North 06 degrees 00'53" West 449.74 feet to the point of beginning.

Said property being described as "Parcel 2" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 3:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 8 of Ocean Ranch -- Phase 1A as shown on Map No. 14291 filed November 6, 2001, in the Office of the County Recorder of said San Diego County, lying Northerly of the following described line:

Beginning at a point on the Easterly line of Lot 7 of said Ocean Ranch -- Phase 1A distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 of said Ocean Ranch - Phase 1A, said point being distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot.

Said property being described as "Parcel 3" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

Parcel 4:

That certain Parcel of land situated in the City of Oceanside, County of San Diego, State of California, being that portion of Lot 9 of Ocean Ranch - Phase 1A as shown on Map No. 14291 filed November 6, 2001, in the Office of the County Recorder of said San Diego County, lying Northerly of the following described line:

Beginning at a point on the Easterly line of Lot 7 of said Ocean Ranch - Phase 1A distant thereon South 06 degrees 00'53" East 449.74 feet from the Northeast corner of said Lot; thence South 89 degrees 18'19" East 1149.98 feet to a point on the Easterly line of said Lot 9 distant thereon South 00 degrees 59'59" West 486.01 feet from the Northeast corner of said Lot.

Said property being described as "Parcel 4" in a Certificate of Compliance recorded on December 13, 2002 as instrument no. 2002-1138870 of Official Records.

EXHIBIT E

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BIOGEN IDEC INC., a Delaware corporation ("SELLER"), does hereby GRANT, SELL, ASSIGN, CONVEY, TRANSFER AND DELIVER to GENENTECH, INC., a Delaware corporation ("BUYER"), all Personal Property. Capitalized terms used but not otherwise defined in this Bill of Sale shall have the meanings ascribed to such terms in that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of June __, 2005 by and between Seller and Buyer.

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Seller and Buyer agree that the delivery of an executed copy of this Bill of Sale by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Bill of Sale had been delivered.

Seller warrants that it holds fee title to the Personal Property free and clear of any and all liens, security interests, leases, and adverse rights of others. Seller makes no warranties or representations of any kind or nature regarding the condition of the Personal Property.

Buyer on behalf of itself and its officers, directors, employees, partners, agents, representatives, successors and assigns hereby agrees that in no event or circumstance shall the partners, members, trustees, employees, representatives or officers of Seller have any personal liability under this Bill of Sale.

Seller is hereby granted a non-exclusive, royalty-free, perpetual license to retain copies of written materials comprising portions of the Personal Property conveyed to Buyer hereunder, to the extent Seller reasonably determines that retention of such copies is necessary or convenient for purposes of Seller's record-keeping or reporting requirements relating to the Property and/or for purposes of documenting and evidencing any activities conducted by Seller at the Property during Seller's period of ownership thereof.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of this ___ day of _____, 2005.

SELLER:

BIOGEN IDEC INC.,
a Delaware corporation

By:

Name:

Title:

BUYER:

GENENTECH, INC.,
a Delaware corporation

By:

Name:

Title:

EXHIBIT F

ASSIGNMENT AND ASSUMPTION OF INTANGIBLES, INTELLECTUAL PROPERTY AND ASSUMED CONTRACTS

This Assignment and Assumption of Intangibles and Assumed Contracts (the "ASSIGNMENT") is made and entered into as of this _____ day of _____, 2005 ("ASSIGNMENT DATE"), by and between BIOGEN IDEC INC., a Delaware corporation ("ASSIGNOR"), and GENENTECH, INC., a Delaware corporation ("ASSIGNEE"), with reference to the following facts. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, as defined below.

R E C I T A L S :

A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions, made and entered into as of _____, 2005 (the "PURCHASE AGREEMENT"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor that certain Real Property, Improvements, Personal Property, Appurtenances, Intangibles, Intellectual Property and Assumed Contracts (collectively, the "PROPERTY").

B. Assignee has acquired fee title to the Property from Assignor on the Assignment Date. Assignor now desires to assign and transfer to Assignee the Intangibles, Intellectual Property and Assumed Contracts.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Effective as of the Assignment Date, Assignor hereby perpetually and irrevocably grants, transfers, conveys, assigns and delegates to Assignee (a) all of the rights, title, and interests of Assignor in, to and under the Intangibles, the Drawings and the Assumed Contracts and (b) the Intellectual Property (which, Assignee acknowledges, is limited to a non-exclusive right). Assignee hereby accepts such assignment and delegation by Assignor and agrees to fully perform and assume all the obligations of Assignor under the Assumed Contracts accruing from and after the Assignment Date.

2. No Warranties. Assignee does hereby covenant with Assignor, and represents and warrants to Assignor, that Assignor is transferring each of the Intangibles, Intellectual Property, Drawings and Assumed Contracts to Assignee (to the extent the terms of any of the Contracts do not limit or restrict such right) without any warranty of any kind or nature. This Assignment shall not be construed as a representation or warranty by Assignor as to the transferability or enforceability of the Intangibles, Intellectual Property, Drawings and/or Assumed Contracts (collectively, the "INTERESTS"), and Assignor shall have no liability to Assignee in the event that any or all of (a) the Interests are not transferable to Assignee or (b) the Assumed Contracts are cancelled or terminated by reason of this Assignment or any acts of Assignee. Notwithstanding anything to the contrary herein, to the extent that any Interests to be granted, sold, conveyed, assigned or transferred to Assignee pursuant hereto, or any claim, right

or benefit arising thereunder or resulting therefrom, is not capable of being granted, sold, conveyed, assigned, transferred or delivered without the approval, consent or waiver of the issuer thereof, or any other party thereto, or any third person (including, without limitation, a government or governmental unit), or if such grant, sale, conveyance, assignment, transfer or delivery or attempted grant, sale, conveyance, assignment, transfer or delivery would constitute a breach (or give rise to a termination right) thereof or a violation of any law, decree, order, regulation or other governmental edict (collectively, with respect to such Interests, the "NONTRANSFERABLE INTERESTS"), then this Assignment shall not constitute a sale, conveyance, assignment, transfer or delivery thereof, or an attempted sale, conveyance, assignment, transfer or delivery thereof absent such approvals, consents or waivers. If any such approval, consent or waiver shall not be obtained, or if an attempted assignment of such Interests would be ineffective such that Assignee would not in fact receive such Interests, Assignor shall cooperate with Assignee, at Assignee's request, cost and expense, to enforce such Interests and otherwise extend reasonable cooperation to Assignee to obtain consent to a transfer of such rights. Assignor and Assignee agree as follows: (A) Assignor shall deliver to Assignee a list of the software installed or embedded on the actual items of equipment and/or systems constituting Personal Property or Improvements; (B) with respect to any right in intellectual property or software licensed to Assignor that is subject to a license agreement between Assignor and a third party and is included within the Intellectual Property: (i) Assignor shall deliver to Assignee (x) a copy of any such license agreement, together with contact information (if known to Assignor) for the relevant third party licensor, and (y) a copy of any service agreement relating to such right; and (ii) notwithstanding the assignment of the Intellectual Property contemplated hereby, (x) the assignment of any such right shall be deemed to be held in abeyance unless and until Assignee expressly assumes the obligations of any such license agreement with notice to Assignor and the relevant third party licensor and (y) Assignee agrees that it shall not use any such right unless and until such an assumption takes place; and (C) with respect to any right in intellectual property or software licensed to Assignor that is subject to a license agreement between Assignor and a third party and would be included within the Intellectual Property but for the nontransferability or nonassignability of the license agreement under which such right is granted to Assignor, Assignor shall deliver to Assignee (i) a copy of any such license agreement, together with contact information (if known to Assignor) for the relevant third party licensor, and (ii) a copy of any service agreement relating to such right. Notwithstanding the foregoing, any agreements provided by Assignor to Assignee may be redacted to the extent necessary for Assignor to abide by any obligations of confidentiality to any third party.

3. Dispute Costs. In the event of any dispute between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such dispute, including without limitation, reasonable attorneys' fees and costs. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Assignment shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Assignment and to survive and not be merged into any such judgment.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall taken together be deemed one document. Assignor and Assignee agree that the delivery of an executed copy of this Assignment by facsimile shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Assignment had been delivered.

5. Survival. This Assignment and the provisions hereof shall survive the Assignment Date and the "Closing" under the Purchase Agreement and shall inure to the benefit of and be binding upon the parties to this Assignment and their respective successors, heirs and permitted assigns.

6. Limited Liability. This Assignment is made without any express or implied representation or warranty of any kind or nature, except as expressly set forth in the Purchase Agreement. Assignee on its own behalf and on behalf of its agents, members, partners, employees, representatives, successors and assigns hereby agrees that in no event or circumstance shall any of the members, partners, employees, representatives, officers, directors, or agents of Assignor have any personal liability under this Assignment.

7. No Third Party Beneficiaries. Except as otherwise expressly set forth herein, Assignor and Assignee do not intend, and this Assignment shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Assignment.

8. Certain Retained Rights. Assignor hereby retains a non-exclusive, royalty-free, perpetual license in the Interests transferred to Assignee under this Assignment as the same are reasonably necessary in order for Assignor to enforce, preserve and protect Assignor's rights under the Interests with respect to matters accruing prior to the Assignment Date or reasonably related to such periods.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Intangibles, Intellectual Property and Assumed Contracts as of the Assignment Date.

ASSIGNOR:

BIOGEN IDEC, INC.
a Delaware corporation

By:

Name:

Title:

ASSIGNEE:

GENENTECH, INC.,
a Delaware corporation

By:

Name:

Title:

EXHIBIT G-1

LIST OF HIRED PERSONNEL

[Attached]

PERSONNEL LIST G-1

8-Jun-05

LOCATION	FIRST NAME	LAST NAME	JOB TITLE	LATEST HIRE DATE	HR COST CENTER NAME
[*]	[*]	[*]	[*]	[*]	[*]

EXHIBIT G-2

LIST OF SELLER RETAINED PERSONNEL

[ATTACHED]

PERSONNEL LIST G-2

For Internal Use Only
8-Jun-05

FIRST NAME	LAST NAME	JOB TITLE	LATEST HIRE DATE	HR COST CENTER NAME
[*]	[*]	[*]	[*]	[*]

EXHIBIT G-3

LIST OF SELLER PERSONNEL WHO MAY BE CONTACTED BY BUYER

[Attached]

PERSONNEL LIST G-3

8-Jun-05

FIRST NAME	LAST NAME	JOB TITLE	LATEST HIRE DATE	HR COST CENTER NAME
[*]	[*]	[*]	[*]	[*]

SCHEDULE G-3-1

GUIDELINES FOR OFFERS TO EMPLOYEES IDENTIFIED ON EXHIBIT G-3

Seller and Buyer agree to follow the process described below when making offers of employment to the employees identified on Exhibit G-3 (the "Identified Employees"):

[*]

EXHIBIT H

PERSONNEL AGREEMENT

AGREEMENT TO PROVIDE PERSONNEL

THIS AGREEMENT is made effective this __day of June, 2005, by and between Biogen Idec. Inc ("Seller") and Genentech, Inc. ("Buyer"). Seller and Buyer hereby agree to the following:

1. Agreement to Provide Personnel. Seller hereby agrees to supply to Buyer, and Buyer hereby agrees to engage the services of Seller to provide, contract personnel ("Leased Employees") who shall fill employment positions as designated by Buyer and agreed by Seller. Seller and Buyer acknowledge that this Agreement is intended to create an employee leasing relationship for a period from the closing of the Purchase and Sale Agreement between Buyer and Seller ("Closing Date") through the date that is 60 days after Seller provides notice to the Leased Employees of the termination of their employment with Seller pursuant to California Labor Code section 1400 et seq (the "California WARN Act"), which date shall be no more than 60 days after the Closing Date (the "Termination Date"). At any time following the Closing Date, Buyer may conduct pre-employment activities with respect to the Leased Employees, and Buyer is free to extend offers of employment to any or all of such Leased Employees, which offers may be effective any time after the Closing Date.

2. Services and Benefits Provided By Seller For Leased Employees. During the term of this Agreement, Seller agrees to continue to provide all of the compensation and benefits to the Leased Employees that Seller provided to such employees prior to the Closing Date, so long as the Leased Employees remain employed by Seller.

3. Buyer Responsibilities. Buyer shall be solely responsible for the following:

(a) Supervision and Control. Although Seller retains authority regarding employment termination, Buyer shall provide all day-to-day supervision and control of the work to be performed by the Leased Employees, including attendance at work, as well as job training as shall be necessary to achieve the objectives and results determined by Buyer. Buyer shall be responsible for taking any disciplinary action with respect to the Leased Employees after the Closing Date, but Buyer shall not terminate the employment of any Leased Employee before the Termination Date, without Seller's express written consent, which consent shall not be unreasonably withheld.

(b) Fringe Benefits. The Leased Employees shall remain entitled to exactly the same fringe benefits, if any, to which they were entitled prior to the Closing Date, subject to applicable federal, state and local law.

(c) Termination of Use by Buyer of Leased Employees. Buyer shall not terminate its use of any Leased Employee prior to the Termination Date following the Closing Date, without the express written consent of Seller.

(d) Prohibition on Payment of Wages to the Leased Employees by Buyer. Buyer agrees that Buyer shall not, directly or indirectly, pay any salary, wages, bonuses, or any other form of compensation, to the Leased Employees, unless and until either such

Leased Employees have resigned their employment with Seller, or the Termination Date. Buyer further agrees that Buyer shall not, directly or indirectly, provide any employee benefits to the Leased Employees until after the Termination Date, unless approved in writing by Seller.

(e) Job-Related Illness and Injury. The Leased Employees shall continue to be covered by workers' compensation insurance provided by Seller through the Termination Date. Buyer shall reimburse Seller for the cost of such workers' compensation insurance premiums, pursuant to this Agreement. The parties agree that employee health and safety is a primary concern, and the parties agree to cooperate to the fullest extent possible to ensure a safe and healthful workplace for all employees.

4. Fees and Compensation to Seller.

(a) Fees. Buyer hereby agrees to pay Seller fees as agreed upon by Seller and Buyer for services performed by Seller, as indicated on the fee schedule attached as Exhibit A.

(b) Invoices. Seller shall invoice Buyer for the any amounts due hereunder, on a monthly basis. Amounts invoiced shall be due and Buyer shall pay such invoices in full within ten (10) business days of receipt. Buyer shall notify Seller, in writing, of any errors in the amounts invoiced within seven (7) days after Buyer's receipt of the applicable invoice from Seller. If Buyer fails to notify Seller of any errors in the applicable fee statement within such seven (7) day period, then Buyer shall be deemed to have accepted the invoice as correct, and Buyer shall have no other right to seek reimbursement from Seller for any excess payments.

5. Insurance. Buyer agrees to maintain in effect at all times during the term of this Agreement insurance as follows:

(i) comprehensive general liability insurance policy or policies, with minimum coverage in the amount of three hundred thousand dollars ($300,000) combined single limit (CSL), insuring Buyer against bodily injury and property damage liability caused by Buyer's business operations, completed operations and/or products or professional service; and

(ii) if any Leased Employee drives any vehicle for any reason in connection with Buyer's business operations, automobile liability insurance which shall insure Leased Employees and Buyer against public liability for bodily injury, death and property damage, with minimum coverage in the amount of three hundred thousand dollars ($300,000) combined single limit (CSL).

Buyer shall provide Seller with one or more Certificates of Insurance within ten (10) days after the execution of this Agreement, verifying Buyer's compliance with the provisions of this Section.

Seller and Buyer hereby waive any claims against the other by way of subrogation or otherwise, which arise during the term of this Agreement, for any and all bodily injury, loss of, or damage to, any of their property, which loss or damage is covered by policies of insurance, to the extent that such loss or damage is recovered under such policies of insurance. Seller and Buyer further agree to immediately give each insurance carrier, which insures any of their property, written notice of the terms of the mutual waiver contained in this Section. Seller and Buyer further agree to properly endorse any of these policies, if necessary, to prevent the invalidation of the applicable insurance coverage as a consequence of the waiver contained in this Section 5. Each of the parties agrees to cause its insurance carriers to provide the other party with written acknowledgment of such waiver.

6. Term and Termination.

This Agreement shall become effective on the Closing Date, and shall continue in effect thereafter through the Termination Date. This Agreement shall terminate automatically on the Termination Date. On the Termination Date, Seller will terminate the employment of all Leased Employees who have not previously resigned.

7. Liability and Rights to Indemnification.

(a) Liability for Acts and Omissions of Leased Employees. Buyer acknowledges and agrees that Buyer is solely responsible for the accounting and other internal financial and control procedures used by Buyer in its business. Therefore, Seller shall not be responsible to Buyer, or to any other person or entity, for any loss incurred by Buyer or any other person or entity, resulting from any intentional or negligent act or omission of any of the Leased Employees.

(b) Indemnification of Buyer by Seller. Seller agrees to indemnify and hold Buyer harmless from any and all damages to Buyer arising out of Seller's breach of this Agreement. Seller also agrees to indemnify and hold Buyer harmless from any and all damages to Buyer arising out of any claim by any Leased Employee whose employment with Seller is terminated by Seller on or after the Termination Date based on the California WARN Act (Cal. Labor Code 1400 et seq.), and any claim arising before the term of this Agreement.

(c) Indemnification of Seller by Buyer. Buyer agrees to indemnify and hold Seller harmless from and against any claims made against Seller or any agent or employee of Seller, by any of the Leased Employees or on behalf of the Leased Employees, by third parties as a result of the actions of the Leased Employees, or by actions of governmental agencies, resulting from any claimed or actual act, actions, omissions, conduct or directions of Buyer or its agents during the term of this Agreement, as well as for any damages to Seller arising out of Buyer's breach of this Agreement, including without limitation any claim by any Leased Employee based on any disciplinary action, employment termination prior to the Termination Date, violation of the California Labor Code or the Fair Labor Standards Act, of the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, or any other federal,

state, or local laws regulating the employment relationship or the wages, hours, compensation, or working conditions of the Leased Employees.

(d) General Indemnity Provisions. Each party agrees to assume the defense of the other party against the claims and actions described in Paragraphs (b) and (c), respectively, above in a timely manner. If such party fails to do so, the other party may compromise and settle or defend against any such claims or actions, and the indemnifying party shall be obligated to indemnify and hold the indemnified party harmless for all costs of defense, compromise and settlement, including any judgments incurred or rendered by or against the indemnified party, which arise out of the claims or actions described in Paragraphs (b) or (c). The duty to defend the indemnified party includes the duty to pay reasonable attorney's fees incurred by the indemnified party in defending any claims or actions described in Paragraphs (b) or (c). The indemnifying party's duty to indemnify the indemnified party also includes the duty to pay any damages or penalties imposed by an administrative agency, or any judgment or settlement reached in any court action or arbitration.

(e) Liability as Employer. Notwithstanding the fact the Leased Employees are the employees of Seller, Buyer acknowledges that it has responsibilities and/or obligations in regard to such Leased Employees (including but not limited to those imposed pursuant to Internal Revenue Code Section 414(n)), and that Buyer and Seller each may be viewed as subject to laws relating to employers with respect to the Leased Employees with separate liability relating and stemming therefrom.

(f) Wage and Hour Related Claims. Buyer agrees to provide meal and rest period to Leased Employees who are not exempt from state overtime requirements in compliance with California Labor Code section 226.7 In the event any Leased Employee is deemed entitled to over-time compensation, Buyer agrees to compensate Seller for all expenses and charges incurred in paying over-time compensation. Buyer recognizes that improper handling of a wage-hour investigation can result in substantial prejudice to both Buyer and Seller, and that time is of the essence in any such matter. Accordingly, Buyer and Seller both warrant that each will inform the other of any indication or information that wage-hour compliance may become a disputed issue.

(g) Workplace and Unlawful Termination Claims. Buyer agrees in using Leased Employees to comply as if it was the employer with respect to all applicable labor laws and laws regarding equal employment opportunities. Buyer shall not discriminate in using Leased Employees on the basis of national origin, race, age, sex, religion, disability, marital status, or any other protected category or description.

(h) Survival of Indemnification Provisions. The provisions of this Section shall survive the expiration or other termination of this Agreement.

8. Miscellaneous.

(a) Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. This Agreement may not be changed except in writing executed by both parties.

(b) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

(c) Assignment. This Agreement is not assignable by Buyer or Seller.

(d) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void or unenforceable, such provision shall be limited as necessary to render it valid and enforceable and the remaining provisions and any application thereof shall continue in full force and effect without being impaired or invalidated in any way.

(e) Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their personal representatives, heirs, executors, administrators, successors and/or assigns.

(f) Further Actions. Each of the parties hereto agrees to take any and all actions reasonably necessary in order to carry out the provisions of this Agreement.

(g) Construction. This Agreement shall be construed in accordance with its plain meaning and not against either party as the drafting party. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions or interpretation.

(h) Counterparts. This Agreement may be executed in one or more counterparts and counterparts signed in the aggregate by Buyer and Seller shall constitute a single original instrument.

(i) Notices. Notices given under this Agreement shall be given in the same form and manner as notices given under the Purchase and Sale Agreement between Buyer and Seller.

(j) Choice of Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of California, without regard to California's choice of law provisions.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

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

SELLER:

BIOGEN IDEC, INC.
a Delaware corporation

By:

Name:

Title:

BUYER:

GENENTECH, INC.,
a Delaware corporation

By:

Name:

Title:

EXHIBIT "A"

FEES

[*]

EXHIBIT I

ALLOCATION AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Biogen Idec Inc.
5200 Research Place
San Diego, California 92122
Attention: Jo Ann Taormina, Esq.
Associate General Counsel

- ---

(SPACE ABOVE LINE FOR RECORDER'S USE)

AVERAGE DAILY TRIP ALLOCATION AGREEMENT

THIS AVERAGE DAILY TRIP ALLOCATION AGREEMENT (this "Agreement") is made as of June __, 2005, by BIOGEN IDEC INC., a Delaware corporation ("Seller"), and GENENTECH, INC., a Delaware corporation ("Buyer"), with reference to the facts set forth in the Recitals below:

RECITALS

A. Seller is selling to Buyer that certain real property (the "Transferred Property") more particularly described on the attached Exhibit "A." The Transferred Property is subject to the ADT Allocation Agreement (defined below), which property is part of the property described in the ADT Allocation Agreement as "Parcel 2." The remaining portion of Parcel 2 which is not being sold to Buyer is referred to herein as the "Retained Property." The Retained Property is more fully described on the attached Exhibit "B".

B. The "ADT Allocation Agreement" refers to that certain Ocean Ranch Average Daily Trip Allocation Agreement made as of December 18, 2002, and recorded on December 23, 2002, as Instrument No. 2002-1177095, in the Official Records of San Diego County, California to which Seller and the other Owners are parties. The ADT Allocation Agreement shall continue to affect the Transferred Property and the Retained Property after the sale of the Transferred Property to Buyer.

C. Concurrently with the closing of the sale of the Transferred Property to Buyer, Seller and Buyer desire to allocate a certain number of the Existing ADT Allowance allocated to Parcel 2 under the ADT Allocation Agreement to the Transferred Property, all as more specifically set forth below.

NOW THEREFORE, it is agreed as follows:

1. Except as defined herein, and unless the context clearly indicates otherwise, the terms used in this Agreement are defined to mean the same as such terms are defined in the ADT Allocation Agreement.

2. Of the 10,890 Existing ADT Allowance allocated to Parcel 2 pursuant to the ADT Allocation Agreement, Seller and Buyer hereby agree that the allocation thereof to the Transferred Property shall be 6,921 average daily trips. The remaining 3,969 average daily trips of the Existing ADT Allowance shall be allocated to the Retained Property, subject to all of the terms and provisions of the ADT Allocation Agreement.

3. This Agreement and the allocations specified in Paragraph 2 above shall be deemed effective only upon recordation of this Agreement in the Official Records of San Diego County, California.

IN WITNESS WHEREOF, Seller and Buyer have caused this Average Daily Trip Allocation Agreement to be executed as of the date first above written

SELLER:

BIOGEN IDEC INC.,
a Delaware corporation

By:

Name:

Title:

BUYER:

GENENTECH, INC.,
a Delaware corporation

By:

Name:

Title:

EXHIBIT J
QUALIFICATION AND VALIDATION DOCUMENTS

[Attached]

[*]

EXHIBIT K

LIST OF SELLER'S BONDS

[NONE]

SCHEDULE 3

REMAINING WORK

[Attached]

[*]

PCO	DESCRIPTION	START	FINISH	ESTIMATE	STATUS 1	STATUS	STATUS
[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]

SCHEDULE 4.5

TRANSITION SERVICES

Terms For Transition Services Agreement

1. Term. The full term ("Term") applicable to all transition services and activities contemplated hereunder shall be six (6) months following the close of the purchase transaction (the "Closing") for the NIMO facility (the "Facility") in accordance the purchase agreement (the "Purchase Agreement") executed by the parties.

2. Procedure for Coordination. Weekly or bi-weekly meetings (as mutually determined by the parties) between designated representatives of Genentech ("GEN") and Biogen Idec ("BI") to determine status of, and ongoing requirements for, transition services, including scheduling and personnel assignments.

3. Personnel Services Charges; Facility Rent Charges. Cost of each Full Time Equivalent Employee ("FTE") of party providing transition services to the other party shall be an hourly fee calculated on the basis of each such employee's salary plus [*]. Reciprocal audit rights shall be provided under the Transition Services Agreement. All-inclusive rent payable by BI to GEN for BI's continued use of those portions of the Facility specified herein shall be at the monthly rate of [*] until BI has physically vacated all areas of the Facility (including decommissioning of the areas described in Paragraph 5(a) below).

4. GEN Requested Services from BI.

a. Personnel. Except to the extent that the personnel previously employed by BI to perform such services at the Facility have transferred their employment to GEN (subject to all the terms and provisions of the Purchase Agreement relevant thereto), or are secunded to GEN under the Personnel Agreement (as described in the Purchase Agreement), the following consulting services shall be provided to GEN by BI by personnel having appropriate knowledge of such areas, subject to mutual development of protocols (including as to workplace safety, security and other matters such as indemnity, insurance and surrender requirements), scheduling therefor, and reimbursement as described above (collectively, the "Personnel Use Terms"):

(i) Finance - up to 1.5 FTEs

(ii) IT - up to 3 FTEs

(iii) Supply Chain Services - up to 1 FTE

(iv) Security - up to .5 FTE

(v) Facilities - up to 1 FTE

b. Non-Transferred Systems. To the extent GEN requires transitional assistance that includes information resident on BI retained data systems in the areas of finance, purchasing, payroll, validation of equipment and systems (for non-specific products or processes), equipment and systems transfer, and similar functions, BI will provide such information to GEN without charge, subject to control protocols consistent the terms of the Purchase Agreement regarding intellectual property transfers.

c. Process Development/Technical Development Employees Until GEN receives FDA approval of the Property for the manufacture of one of GEN' products, but subject to the Term, BI shall provide process development assistance on a consulting basis to GEN upon GEN's reasonable request therefor. Provision of such assistance by BI personnel shall be subject to the Personnel Use Terms (without an obligation of reimbursement for such services).

5. BI Requested Transition Accommodations/Services from GEN.

a. Decommissioning of Designated Radioactive Materials Areas Decommissioning of Designated Radioactive Materials Areas - Attached hereto as Exhibit 5(a) is a floor plan showing the areas of the Facility which will be removed from BI's Radioactive Materials License ("RAM"). BI shall effect the decommissioning of such areas with the California Department of Health Services, Radiological Health Branch, and/or other regulatory agencies as may be required under applicable law. BI shall use diligent, commercially reasonable best efforts to effect such decontamination as soon as practicable and to that end shall seek to file its application with the California Department of Health Services not later than twenty-two (22) days following the Closing. BI shall retain custody and control of such areas until fully decommissioned and shall have reasonable access thereto subject to GEN's health, safety and security requirement for the Facility and the Personnel Use Terms. GEN shall reasonably cooperate in providing services on a consulting basis of personnel formerly employed by BI and having responsibility for such areas, subject to the Personnel Use Guidelines (without an obligation of reimbursement for such services); provided, however, GEN employees shall only be required to engage in activities which do not involve the handling of or exposure to radioactive materials ("Non-RAD Activities"). BI shall seek to minimize any interference of its activities with GEN's activities in the Facility.

b. Process Development/Technical Development. At BI's election which it shall make no later than the Closing, GEN will permit up to 75 BI employees in its Process Development/Technical Development Department ("TD") to remain in the Facility in areas currently utilized for TD activities, as mutually identified by BI and GEN prior to the Closing (the "TD Areas") and subject to the Personnel Use Terms. Except as provided in Paragraph 4(a) above, such employees shall be entitled to work solely on BI's projects on a shared use basis with GEN employees in such areas and to use any TD equipment located therein which is contemplated under the Purchase Agreement to be transferred to GEN (the "Shared Use TD Equipment"). Unless otherwise agreed to by the parties, BI shall remove all Process Development Equipment that has been excluded from transfer under the Purchase Agreement with ten (10) days after the earlier of BI's vacancy of the TD Areas or the termination of Term hereof.

c. Assay Assistance. At BI's election which it shall make no later than the Closing, GEN will permit up to 4 BI employees to remain in the Facility in areas currently utilized for assay evaluation associated with BI products. Such areas shall be in areas currently utilized for such activities, as mutually identified by BI and GEN prior to the Closing, but are expected to be limited to areas which are subject to the RAM decommissioning activities described in Paragraph 5(a) above. BI will also require periodic technical support on a consulting basis in the transfer of assay methods associated with commercial and clinical testing following the Closing from GEN personnel, subject to applicable Personnel Use Terms (without, however, any obligation of reimbursement for such services). Such GEN personnel shall only perform Non-RAD Activities. The support required includes the closure of open deviations, removal of all documents, procedures, reagents, and stability samples stored on site. GEN will also allow BI reasonable access to GEN personnel involved in testing should any regulatory inspection occur at other BI sites that encompass activities performed as part cGMP production at the Facility prior to the Closing. BI shall use commercially reasonable best efforts to minimize any interference of its activities with GEN's activities in the Facility and to minimize the length of time BI seeks access to the Facility pursuant to this section.

6. Mutually Beneficial Transition Activities. The following transition services and activities are for the mutual benefit of the parties and each party shall devote such resources at its own cost and expense as are reasonably necessary to effect the following, except as specifically required below:

a. Transfer of Facility Permits. Promptly following the Closing, BI and GEN shall develop a mutual schedule and action plan to effect transfer of Facility-specific environmental permits and licenses which are identified for transfer under the Purchase Agreement. Priority shall be given to effecting the transfer of the Wastewater Discharge Permit NO. R9-2003-0140. All such transfers shall be in compliance with requirements of each such permit and subject to applicable law. The parties shall agree on terms (including reimbursement and indemnity requirements) to cover any shared use until a transfer can be effected, or in the event a permit or license cannot be transferred, until a new or replacement permit or license can be obtained by GEN. Governmental or agency fees to transfer such permits and licenses shall be equally split between GEN and BI. The RAM is not a transferred permit or license.

b. Enterprise Contracts. The parties acknowledge that BI is a party to certain "Enterprise Contracts" affecting other facilities of BI in addition to the Facility, including, but not limited to the Enterprise Contracts listed on Exhibit 6(b) attached hereto. Such Enterprise Contracts, together with any additional Enterprise Contracts that the parties may identify prior to the Closing, will not be transferred to GEN with the Facility. Promptly following the Closing, BI and GEN shall develop a mutual schedule and action plan to provide GEN with the benefits of the services provided under the Enterprise Contracts which GEN continues to require with respect to the Facility until GEN enters into agreements for such services, subject to the Term. BI's provision of such benefits shall be subject to, and limited by, the provisions of each such Enterprise Contract and applicable law. The parties shall agree on terms (including reimbursement and indemnity requirements) to cover any such shared arrangement.

c. Shared Systems. To the extent certain Facility systems are shared with other facilities of BI, the parties shall identify such systems prior to the Closing and shall develop a mutual schedule and action plan to effect de-coupling and separation of such systems, including, without limitation, migration of necessary data. BI shall be permitted reasonable access to the Facility to effect such separation and GEN will afford reasonable assistance of GEN personnel who were previously employed by BI in positions relevant to such systems, subject to the Personnel Use Terms (but without any obligation of reimbursement). BI shall use commercially reasonable best efforts to minimize any interference of its activities with GEN's activities in the Facility and to minimize the length of time BI seeks access to the Facility pursuant to this section.

7. Further Assurances. The parties shall use diligent, good faith, best efforts to perform and effect the transition services and activities outlined in this instrument, the terms and provisions of which shall form an integral part of the purchase and sale of the Property, including extending all reasonable cooperation to each other to effectuate the same, such cooperation shall include the obtaining of any third party consents required as part of completing the transition services and activities described in this instrument.

EXHIBIT 5(a) TO SCHEDULE 4.5

RAD AREAS

[Attached]

[*]

EXHIBIT 6(b) TO SCHEDULE 4.5

LIST OF ENTERPRISE CONTRACTS

[*]

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002)

I, James C. Mullen, certify that:

1. I have reviewed this quarterly report of Biogen Idec 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(s) 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(s) 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: July 26, 2005

/s/ James C. Mullen
James C. Mullen
Chief Executive Officer
and President

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002)

I, Peter N. Kellogg, certify that:

1. I have reviewed this quarterly report of Biogen Idec 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(s) 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(s) 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: July 26, 2005

/s/ Peter N. Kellogg

Peter N. Kellogg
Executive Vice President, Finance
and Chief Financial Officer

EXHIBIT 32.1

CERTIFICATION
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Biogen Idec Inc., a Delaware corporation (the "Company"), does hereby certify, to such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended June 30, 2005 (the "Form 10-Q") of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: July 26, 2005

/s/ James C. Mullen
James C. Mullen
Chief Executive Officer
and President
[principal executive officer]

Dated: July 26, 2005

/s/ Peter N. Kellogg
Peter N. Kellogg
Executive Vice President — Finance
and Chief Financial Officer
[principal financial officer]

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.