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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): October 24, 2011 (October 18, 2011)

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

New York	000-19034	13-3444607
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

777 Old Saw Mill River Road
Tarrytown, New York 10591-6707
(Address of Principal Executive Offices including Zip Code)

(914) 345-7400
(Registrant's telephone number, including area code)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreeement.

Purchase Agreement

On October 18, 2011, Regeneron Pharmaceuticals, Inc. (the "Company") entered into a Purchase Agreement (the "Purchase Agreement") with Goldman, Sachs & Co., as initial purchaser (the "Initial Purchaser") , relating to the sale of $400 million aggregate principal amount of 1.875% Convertible Senior Notes due October 1, 2016 (the "Notes") to the Initial Purchaser. The Company also granted the Initial Purchaser an option to purchase up to an additional $60 million aggregate principal amount of the Notes.

The Purchase Agreement includes customary representations, warranties and covenants. Under the terms of the Purchase Agreement, the Company has agreed to indemnify the Initial Purchaser against certain liabilities.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Indenture and Notes

The Notes were issued pursuant to an indenture, dated as of October 21, 2011 (the "Indenture"), between the Company and Wells Fargo Bank, National Association, as Trustee, which includes a form of Note. The Notes will pay interest semi-annually on April 1 and October 1 at an annual rate of 1.875%, and will mature on October 1, 2016, unless earlier converted or repurchased. The Notes will be convertible, subject to certain conditions, into cash, shares of common stock of the Company (the "Common Stock"), or a combination of cash and shares of Common Stock, at the Company's option. The initial conversion rate for the Notes will be 11.9021 shares of Common Stock (subject to adjustment in certain circumstances) per $1,000 principal amount of the Notes, which is equal to an initial conversion price of approximately $84.02 per share, representing a conversion premium of approximately 30% above the closing price of the Common Stock of $64.63 per share on October 17, 2011.

Prior to the close of business on the business day immediately preceding July 1, 2016, the Notes will be convertible only upon satisfaction of one or more of the following conditions:

- during any calendar quarter commencing after the calendar quarter ending December 31, 2011 (and only during such calendar quarter), if the last reported sale price of the Common Stock for at least 20 trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on the last trading day of the preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period after any ten consecutive trading-day period in which the trading price (as defined in the Indenture) per $1,000 principal amount of the Notes for each trading day of the ten-day measurement period was less than 98% of the product of the last reported sale price of the Common Stock and the conversion rate on each such trading day; or
- upon the occurrence of specified corporate events.

On or after July 1, 2016, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert their Notes at any time, regardless of the foregoing at the applicable conversion rate.

If the Company undergoes a fundamental change (as defined in the Indenture), subject to certain conditions, holders of the Notes will have the option to require the Company to repurchase all or a portion of their Notes for cash at a price equal to 100% of the principal amount of the Notes to be purchased, plus any accrued and unpaid

interest to, but excluding, the applicable repurchase date. In addition, following certain corporate transactions, the Company, under certain circumstances, will increase the applicable conversion rate for a holder that elects to convert its Notes in connection with such corporate transaction.

The Indenture provides for customary events of default. In the case of an event of default arising from specified events of bankruptcy or insolvency, all outstanding Notes will become due and payable immediately without further action or notice. If any other event of default under the Indenture occurs or is continuing, the Trustee or holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all of the Notes to be due and payable immediately. In certain circumstances if the Company fails to timely file certain documents or reports required under the Securities Exchange Act of 1934, as amended, additional interest will accrue on the Notes during the period in which its failure to file has occurred and is continuing. In addition, if, and for so long as, the restrictive legend on the Notes has not been removed or the Notes are not otherwise freely tradable by holders of the Notes (other than the Company's affiliates) as of the 365th day after the last date of original issuance of the Notes, the Company will pay additional interest on the Notes until such restrictive legend is removed and the Notes are freely tradable.

The foregoing description of the Indenture and the Notes does not purport to be complete and is qualified in its entirety by reference to the Indenture and the Form of Note, which are filed as Exhibits 4.1 and 4.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Convertible Note Hedge and Warrant Transactions

In connection with the offering of the Notes, on October 18, 2011, the Company entered into convertible note hedge and warrant transactions with four counterparties, including the Initial Purchaser (the "Option Counterparties"). The convertible note hedge transactions are intended generally to reduce potential dilution to the Common Stock upon conversion of the Notes in the event that the price per share of the Common Stock, at the time of exercise, is greater than the strike price of the convertible note hedges, which corresponds to the initial conversion price of the Notes and is similarly subject to customary anti-dilution adjustments. However, the warrant transactions will have a dilutive effect to the extent that the market price per share of the Common Stock, as measured under the terms of the warrant transactions, exceeds the strike price of the warrant during the valuation period at the maturity of the warrants. The strike price of the warrants will initially be approximately $103.41 per share, which is approximately 60% above the closing sale price of the Common Stock on October 17, 2011. The Company paid an aggregate of $23.7 million to the Option Counterparties for the convertible note hedge transactions, after taking into account the proceeds to the Company from the warrant transactions.

The Company will not be required to make any cash payments to the Option Counterparties or their respective affiliates upon the exercise of the options that are a part of the convertible note hedge transactions, but will be entitled to receive from the Option Counterparties a number of shares of Common Stock, an amount of cash or a combination of cash and shares of Common Stock, generally based on the amount by which the market price per share of Common Stock, as measured under the terms of the convertible note hedge transactions, is greater than the strike price of the convertible note hedge transactions during the relevant valuation period under the convertible note hedge transactions. Additionally, if the market price per share of the Common Stock, as measured under the terms of the warrant transactions, exceeds the strike price of the warrants during the valuation period at the maturity of the warrants, the Company will owe the Option Counterparties a number of shares of Common Stock (or, at its option, the cash value thereof) in an amount based on the excess of such market price per share of the Common Stock over the strike price of the warrants.

The foregoing description of the convertible note hedge transactions and warrant transactions is qualified in its entirety by reference to the confirmations relating to the convertible note hedge transactions and the confirmations relating to the warrant transactions with each of the four Option Counterparties, which are filed as Exhibits 10.1 through 10.8 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Items 1.01 and 3.02 of this Current Report on Form 8-K are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities

As described in Item 1.01 of this Report, which is incorporated herein by reference, on October 21, 2011, the Company issued $400 million aggregate principal amount of Notes to the Initial Purchaser in a private placement pursuant to exemptions from the registration requirements of the Securities Act. The Company offered and sold the Notes in reliance on the exemption from registration provided by Section 4(2) of the Securities Act. The Initial Purchaser offered and sold the Notes to "qualified institutional buyers" pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The Notes and Common Stock issuable upon conversion of the Notes have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. The Notes are convertible into cash, shares of the Company's Common Stock, or a combination thereof, as described in this Report.

Also as described in Item 1.01 of this Report, on October 18, 2011, the Company entered into warrant confirmation transactions with each of the Option Counterparties relating to the convertible note hedge and warrant transactions. Pursuant to the warrant confirmation transactions, up to 4,760,840 shares of Common Stock (subject to adjustment from time to time as provided in the warrant confirmations) may be issuable upon the conversion of warrants. The strike price of the warrant transaction will initially be $103.41 per share. The Company offered and sold the warrants in reliance on the exemption from registration provided by Section 4(2) of the Securities Act. Neither the warrants nor the underlying shares of Common Stock issuable upon the conversion of the warrants have been registered under the Securities Act and neither may be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

The net proceeds from the Notes offering were approximately $391.3 million, after deducting the Initial Purchaser's discount and estimated offering expenses. Although the proceeds to the Company from the sale of the warrants was approximately $93.8 million, the Company paid an aggregate of $23.7 million to the Option Counterparties for the convertible note hedge transactions, after taking into account the proceeds to the Company from the warrant transactions, and as a result, there were no additional net proceeds to the Company from the bond hedge and warrant transactions.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
1.1	Purchase Agreement, dated as of October 18, 2011, between Regeneron Pharmaceuticals, Inc. and Goldman, Sachs & Co.
4.1	Indenture, dated as of October 21, 2011, between Regeneron Pharmaceuticals, Inc. and Wells Fargo Bank, National Association, as Trustee
4.2	Form of 1.875% Convertible Senior Note due October 1, 2016
10.1	Master Terms and Conditions for Convertible Note Hedging Transactions, dated October 18, 2011, between Goldman, Sachs & Co. and Regeneron Pharmaceuticals, Inc.
10.2	Master Terms and Conditions for Base Warrants, dated October 18, 2011, between Goldman, Sachs & Co. and Regeneron Pharmaceuticals, Inc.
10.3	Master Terms and Conditions for Convertible Note Hedging Transactions, dated October 18, 2011, between Citibank, N.A. and Regeneron Pharmaceuticals, Inc.
10.4	Master Terms and Conditions for Base Warrants, dated October 18, 2011, between Citibank, N.A. and Regeneron Pharmaceuticals, Inc.

10.5 Master Terms and Conditions for Convertible Note Hedging Transactions, dated October 18, 2011, between Credit Suisse International and Regeneron Pharmaceuticals, Inc.

10.6 Master Terms and Conditions for Base Warrants, dated October 18, 2011, between Credit Suisse International and Regeneron Pharmaceuticals, Inc.

10.7 Master Terms and Conditions for Convertible Note Hedging Transactions, dated October 18, 2011, between Morgan Stanley & Co. International plc and Regeneron Pharmaceuticals, Inc.

10.8 Master Terms and Conditions for Base Warrants, dated October 18, 2011, between Morgan Stanley & Co. International plc and Regeneron Pharmaceuticals, Inc.

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 hereunto duly authorized.

Date: October 24, 2011

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel and Secretary

Index to Exhibits

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Exhibit 1.1

EXECUTION VERSION

REGENERON PHARMACEUTICALS, INC.

1.875% CONVERTIBLE SENIOR NOTES DUE 2016

PURCHASE AGREEMENT

October 18, 2011

October 18, 2011

Goldman, Sachs & Co.
200 West Street
New York, New York 10282

Ladies and Gentlemen:

REGENERON PHARMACEUTICALS, INC., a New York corporation (the "**Company**"), proposes, subject to the terms and conditions stated herein, to issue and sell to the purchaser named in Schedule I hereto (the "**Initial Purchaser**") $400,000,000 aggregate principal amount of its 1.875% Convertible Senior Notes due 2016 (the "**Firm Securities**"), which are convertible into cash, common stock of the Company, $0.001 par value per share (the "**Stock**"), or a combination of cash and Stock, at the Company's election, to be issued pursuant to the provisions of an Indenture dated on or about October 21, 2011 (the "**Indenture**") between the Company and Wells Fargo Bank, National Association, as Trustee (the "**Trustee**"). The Company also proposes to issue and sell to the Initial Purchaser up to an additional $60,000,000 aggregate principal amount of the 1.875% Convertible Senior Notes due 2016 (the "**Additional Securities**") if and to the extent that you shall have determined to exercise the right to purchase such additional 1.875% Convertible Senior Notes due 2016 granted to the Initial Purchaser in Section 2 hereof. The Firm Securities and the Additional Securities are hereinafter collectively referred to as the "**Securities**".

The Securities will be offered without being registered under the Securities Act of 1933, as amended (the "**Securities Act**"), to qualified institutional buyers in compliance with the exemption from registration provided by Rule 144A under the Securities Act.

In connection with the sale of the Securities, the Company has prepared a preliminary offering circular (the "**Preliminary Circular**") and will prepare a final offering circular (the "**Final Circular**") including or incorporating by reference a description of the terms of the Securities and the Stock, the terms of the offering and a description of the Company. For purposes of this Agreement, "**Additional Written Offering Communication**" means any written communication (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or a solicitation of an offer to buy the Securities other than the Preliminary Circular or the Final Circular, and "**Time of Sale Circular**" means the Preliminary Circular together with the Additional Written Offering Communications, if any, each identified in Schedule II hereto. As used herein, the terms Preliminary Circular, Time of Sale Circular and Final Circular shall include the documents, if any, incorporated by reference therein on the date hereof. The terms "**supplement**", "**amendment**" and "**amend**" as used herein

with respect to the Preliminary Circular, the Time of Sale Circular, the Final Circular or any Additional Written Offering Communication shall include all documents subsequently filed by the Company with the Securities and Exchange Commission (the "**Commission**") pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties*. The Company represents and warrants to, and agrees with, you that:

(a) (i) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Preliminary Circular, the Time of Sale Circular or the Final Circular complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) as of the Applicable Time (as defined below), the Time of Sale Circular does not, and at the Closing Date (as defined in Section 4), the Time of Sale Circular, as then amended or supplemented by the Company, if applicable, will not, and, as of the Applicable Time, the Additional Written Offering Communications do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (iii) as of their respective dates, the Preliminary Circular does not contain and the Final Circular, in the form used by the Initial Purchaser to confirm sales and on the Closing Date (as defined in Section 4), will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Preliminary Circular, the Time of Sale Circular or the Final Circular based upon information furnished to the Company in writing by an Initial Purchaser expressly for use therein. As used herein, "**Applicable Time**" means 9:15 a.m. (Eastern time) on the date of this Agreement.

(b) Except for the Additional Written Offering Communications identified in Schedule II hereto, and electronic road shows, if any, furnished to you before first use, as of the Applicable Time, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any Additional Written Offering Communication.

(c) The accountants who certified the financial statements and supporting schedules included in the Time of Sale Circular and the Final

Circular are independent public accountants as required by the 1933 Act and the rules and regulations of the Commission under the Securities Act (the "**1933 Act Regulations**").

(d) The financial statements included or incorporated by reference in the Time of Sale Circular and the Final Circular, together with the related schedules and notes, present fairly the respective financial positions of the Company at the dates indicated and the statement of operations, stockholders' equity and cash flows of the Company for the periods specified; said financial statements have been prepared in conformity with generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods involved. The supporting schedules, if any, included or incorporated by reference in the Time of Sale Circular and the Final Circular present fairly in accordance with GAAP the information required to be stated therein. The selected financial data included in the Final Circular present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Final Circular. All disclosures included or incorporated by reference in the Time of Sale Circular and the Final Circular regarding "non-GAAP financial measures" (as such term is defined by the rules and regulations of the Commission), if any, comply with Regulation G under the Exchange Act and Item 10(e) of Regulation S-K of the 1933 Act Regulations, to the extent applicable.

(e) The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Except as disclosed in the Final Circular, the Company's internal control over financial reporting is effective and the Company is not aware of any material weaknesses in its internal control over financial reporting;

(f) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of New York and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Time of Sale Circular and Final Circular and to enter into and perform its obligations under this Agreement; and the Company is duly qualified as a foreign corporation to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of

ownership or leasing of property or the conduct of business, except where the failure so to qualify or be in good standing would not result in a Material Adverse Effect (as defined below).

(g) Other than Regeneron UK Limited, which has no operations, employees, assets requiring disclosure in the Company's financial statements, or obligations or liabilities (contingent or otherwise), the Company has no subsidiaries.

(h) This Agreement has been duly authorized, executed and delivered by the Company.

(i) The authorized, issued and outstanding capital stock of the Company is as set forth in, and conforms in all material respects to the condensed balance sheet at June 30, 2011 of the Company included in the Time of Sale Circular and the Final Circular (except for subsequent issuances, if any, pursuant to this Agreement, pursuant to reservations, agreements or employee benefit plans referred to in the Time of Sale Circular and the Final Circular or pursuant to the exercise of convertible securities or options referred to in the Time of Sale Circular and the Final Circular). The shares of issued and outstanding capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; none of the outstanding shares of capital stock of the Company was issued in violation of the preemptive or other similar rights of any securityholder of the Company.

(j) The Securities have been duly authorized, and when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchaser in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability, and will be entitled to the benefits of the Indenture; and the Securities and the Indenture will conform to the descriptions thereof in the Time of Sale Circular and Final Circular.

(k) The shares of Stock initially issuable upon conversion of the Securities have been duly authorized and reserved for issuance and, when issued and delivered in accordance with the provisions of the Securities and the Indenture, will be validly issued, fully paid and non-assessable and will conform to the description of the Stock contained in the Time of Sale Circular and the Final Circular.

(l) The Indenture has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.

(m) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement, the Indenture and the Securities will not contravene (i) any provision of applicable law, (ii) the certificate of incorporation or by-laws of the Company, (iii) any agreement or other instrument binding upon the Company or any of its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or (iv) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any subsidiary, except in the case of clauses (i), (iii) and (iv), for any such contravention that would not, singly or in the aggregate, affect the validity of the Securities or otherwise have a Material Adverse Effect on the Company and its subsidiaries, taken as a whole, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Company of its obligations under this Agreement, the Indenture or the Securities, except as have been obtained or as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the Securities.

(n) The statements set forth in the Time of Sale Circular and the Final Circular under the captions "Description of Notes" and "Description of Capital Stock", insofar as they purport to constitute a summary of the terms of the Securities and the Stock, and under the caption "Certain U.S. Federal Income Tax Considerations", insofar as they purport to describe the provisions of the laws referred to therein, are accurate, complete and fair in all material respects.

(o) Since the respective dates as of which information is given in the Time of Sale Circular and the Final Circular, except as otherwise stated therein, (A) there has been no material adverse change or a development known to the Company involving a prospective material adverse change, in the condition, financial or otherwise, or in the earnings or business affairs of the Company, whether or not arising in the ordinary course of business (a "**Material Adverse Effect**"), (B) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company, and (C) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(p) The Company is not in violation of its charter or by-laws or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound, or to which any of the property or assets of the Company is subject (collectively, "**Agreements and Instruments**") except for such defaults that would not result in a Material Adverse Effect; and the execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated herein and in the Final Circular (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Time of Sale Circular and the Final Circular under the caption "Use of Proceeds") and compliance by the Company with its obligations hereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to, the Agreements and Instruments (except for such conflicts, breaches or defaults or liens, charges or encumbrances that would not result in a Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws of the Company, or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its assets, properties or operations except for any such violation that could not be expected to result in a Material Adverse Effect. As used herein, a "**Repayment Event**" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company.

(q) No labor dispute with the employees of the Company exists or, to the knowledge of the Company, is imminent, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, manufacturers, customers or contractors, which, in any case, may reasonably be expected to result in a Material Adverse Effect.

(r) Other than as disclosed in the Time of Sale Circular and the Final Circular, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic

or foreign, now pending, or, to the knowledge of the Company, threatened, against or affecting the Company, which is required to be disclosed in the Time of Sale Circular and the Final Circular, or which might reasonably be expected to result in a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the properties or assets thereof or the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder; the aggregate of all pending legal or governmental proceedings to which the Company is a party or of which any of its property or assets is the subject which are not described in the Time of Sale Circular and the Final Circular including ordinary routine litigation incidental to the business, could not reasonably be expected to result in a Material Adverse Effect.

(s) Neither the Company nor any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act, an "**Affiliate**") of the Company, nor any person acting on their behalf, has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Securities in a manner that would require the registration under the Securities Act of the Securities or (ii) offered, solicited offers to buy or sold the Securities by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

(t) No registration under the Securities Act of the Securities or Stock issuable upon conversion thereof, nor qualification of the Indenture under the Trust Indenture Act of 1939, as amended, is required for the offer and sale of the Securities to or by the Initial Purchaser in the manner contemplated herein, in the Time of Sale Circular and the Final Circular.

(u) The Securities satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act.

(v) Neither the Company nor any of its affiliates, nor any director, officer, or employee, nor any agent or representative of the Company or of any of its affiliates, in each case, to the Company's knowledge, has taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public

international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage; and, to the Company's knowledge, the Company and its affiliates have conducted their businesses in compliance with applicable anti-corruption laws.

(w) The operations of the Company are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(x) (i) The Company represents that neither the Company nor, to the Company's knowledge, any director, officer, employee, agent, affiliate or representative of the Company, is an individual or entity (each, a "**Person**") that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), Her Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, North Korea, Sudan and Syria).

(ii) The Company represents that it will use the proceeds from the sale of the Securities as described in the Time of Sale Prospectus and the Prospectus under the caption "Use of Proceeds."

(iii) The Company represents that it is not knowingly engaged in any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(y) There are no contracts or documents which are required to be described in the Time of Sale Circular or the Final Circular or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described and filed as required.

(z) The Company owns or possesses, or will use its best efforts to acquire on reasonable terms, adequate patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names or other intellectual property (collectively, "**Intellectual Property**") necessary to carry on the business now operated by them. Except as disclosed in the Time of Sale Circular and the Final Circular (i) there is no litigation or other proceeding pending or, to the Company's knowledge, threatened and no claims are presently being asserted by any third party challenging or questioning the ownership, validity, enforceability of the Company's right to use or own any Intellectual Property or asserting that the use of any Intellectual Property by the Company or the operation of the business of the Company infringes upon or misappropriates the Intellectual Property of any third party, other than infringements which would not be reasonably likely to have a Material Adverse Effect, and (ii) the Company is not otherwise aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Company therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy, singly or in the aggregate, would result in a Material Adverse Effect.

(aa) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, except such as have been already obtained or as may be required under state securities laws.

(bb) The Company possesses such permits, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now

operated by them; the Company is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect; and the Company has not received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(cc) The Company has good and marketable title to all real property owned by the Company and good title to all other properties owned by it, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as (a) are described in the Time of Sale Circular and the Final Circular or (b) do not, singly or in the aggregate, materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company; and all of the leases and subleases material to the business of the Company considered as one enterprise, and under which the Company holds properties described in the Time of Sale Circular and the Final Circular, are in full force and effect, and the Company has no notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company to the continued possession of the leased or subleased premises under any such lease or sublease.

(dd) Except as described in the Time of Sale Circular and the Final Circular and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) the Company is not in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (B) the

Company has all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company and (D) there are no events or circumstances that might reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body.

(ee) The Company is not, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Time of Sale Circular and the Final Circular will not be, an "investment company" or an entity controlled by an "investment company" as such terms are defined in the Investment Company Act of 1940, as amended (the "**1940 Act**").

(ff) To the Company's knowledge, except as disclosed in the Time of Sale Circular and the Final Circular, there are no rulemaking or similar proceedings before the U.S. Food and Drug Administration, the U.S. Patent and Trademark Office or the European Patent Office which affect or involve the Company or any of the processes or products which the Time of Sale Circular and the Final Circular disclose the Company to have developed, to be developing or to propose to develop or use or propose to use which, if the subject of an action unfavorable to the Company, would have a Material Adverse Effect.

(gg) The preclinical tests and clinical trials that are described in, or the results of which are referred to in, Time of Sale Circular and the Final Circular were and, if still pending, are being conducted in all material respects in accordance with protocols filed with the appropriate regulatory authorities for each such test or trial, as the case may be, and with standard medical and scientific research procedures; each description of the results of such tests and trials contained in the Time of Sale Circular and the Final Circular is accurate and complete in all material respects and fairly presents the data derived from such tests and trials, and except as disclosed in the Time of Sale Circular and the Final Circular, the Company and the Subsidiaries have no knowledge of any other studies or tests the results of which it reasonably believes are inconsistent with, or otherwise call into question, the results described in the Time of Sale Circular and the Final Circular; except as disclosed in the Time of Sale Circular and the Final Circular, the Company has not received any notices or other correspondence from the U.S. Food and Drug Administration of the U.S. Department of Health and Human Services or any committee

thereof or from any other U.S. or foreign government or drug or medical device regulatory agency (collectively, the "**Regulatory Agencies**") requiring the termination, suspension or modification of any clinical trials that are described or referred to in the Time of Sale Circular and the Final Circular; and the Company has operated and currently is in compliance in all material respects with all applicable rules, regulations and policies of the Regulatory Agencies.

(hh) To the best of the Company's knowledge without any additional inquiry, there are no affiliations or associations between (i) any member of the Financial Industry Regulatory Authority (the "**FINRA**") and (ii) the Company or any of the Company's officers, directors or 5% or greater security holders or any beneficial owner of the Company's unregistered equity securities that were acquired at any time on or after the 180th day immediately preceding the date of this Agreement, except as disclosed in the Time of Sale Circular and Final Circular.

2. *Agreements to Sell and Purchase*. The Company hereby agrees to sell to the Initial Purchaser, and the Initial Purchaser, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees to purchase from the Company the aggregate principal amount of Firm Securities set forth in Schedule I hereto opposite its name at the purchase price set forth in Schedule I hereto (the "**Purchase Price**").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Initial Purchaser the Additional Securities, and the Initial Purchaser shall have the right to purchase, up to the aggregate principal amount of Additional Securities set forth in Schedule I hereto at the Purchase Price plus accrued interest, if any, to the date of payment and delivery. The Initial Purchaser may exercise this right in whole or from time to time in part by giving written notice not later than 13 days after the date of this Agreement. Any exercise notice shall specify the principal amount of Additional Securities to be purchased by the Initial Purchaser and the date on which such Additional Securities are to be purchased (an "**Option Closing Date**"). Each Option Closing Date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Securities nor later than five business days after the date of such notice.

3. *Terms of Offering*. The Company is advised by the Initial Purchaser that the Initial Purchaser proposes to make an offering of the Securities purchased by the Initial Purchaser hereunder as soon after this Agreement is entered into as in the Initial Purchaser's judgment is advisable.

4. *Payment and Delivery.* Payment for the Securities shall be made to the Company in Federal or other funds immediately available in New York City on the closing date and time set forth in Schedule II hereto, or at such other time on the same or such other date, not later than the fifth business day thereafter, as may be designated in writing by you. The time and date of such payment are hereinafter referred to as the "**Closing Date**."

Payment for any Additional Securities shall be made to the Company in Federal or other funds immediately available in New York City on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by you.

The Firm Securities and the Additional Securities shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or applicable Option Closing Date, as the case may be, for the account of the Initial Purchaser, with any transfer taxes payable in connection with the transfer of the Securities to the Initial Purchaser duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Initial Purchaser's Obligations.* The obligations of the Initial Purchaser are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the securities of the Company by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act; and

(ii) there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company from that set forth in the Time of Sale Circular as of the date of this Agreement that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Securities on the terms and in the manner contemplated in the Time of Sale Circular.

(b) The Initial Purchaser shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive

officer of the Company, to the effect set forth in Section 5(a)(i) and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Initial Purchaser shall have received on the Closing Date (i) the favorable opinion of Skadden, Arps, Slate, Meagher & Flom LLP, outside counsel for the Company, dated the Closing Date, (ii) the favorable opinion of Joseph LaRosa, Esq., General Counsel of the Company, dated the Closing Date, and (iii) the favorable opinion of Valeta Gregg, in-house intellectual property counsel for the Company, dated the Closing Date, in each case, in form and substance satisfactory to the Initial Purchaser. The opinions of counsel for the Company referred to in this Section 5(c) shall be rendered to the Initial Purchaser at the request of the Company and shall so state therein.

(d) The Initial Purchaser shall have received on the Closing Date an opinion of Ropes & Gray LLP, counsel for the Initial Purchaser, dated the Closing Date, in form and substance satisfactory to the Initial Purchaser.

(e) The Initial Purchaser shall have received on each of the date hereof and the Closing Date a letter dated the date hereof or the Closing Date, as the case may be, in form and substance satisfactory to the Initial Purchaser, from PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Time of Sale Circular and the Final Circular; *provided* that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than the date hereof.

(f) The obligations of the Initial Purchaser to purchase Additional Securities hereunder are subject to the delivery to you on the applicable Option Closing Date of such documents as you may reasonably request with respect to the good standing of the Company, the due authorization, execution and authentication of the Additional Securities to be sold on such Option Closing Date and other matters related to the execution and authentication of such Additional Securities.

6. *Covenants of the Company*. The Company covenants with the Initial Purchaser as follows:

(a) To furnish to you, without charge, prior to 10:00 a.m. New York City time on the business day next succeeding the date of this Agreement and during the period mentioned in Section 6(d) or 6(e) below, as many copies of the Preliminary Circular, Time of Sale Circular, the Final Circular, any documents incorporated by reference therein and any supplements and amendments thereto as you may reasonably request.

(b) Before amending or supplementing the Preliminary Circular, the Time of Sale Circular or the Final Circular, to furnish to you a copy of each such proposed amendment or supplement and not to use any such proposed amendment or supplement to which you reasonably object.

(c) To furnish to you a copy of each proposed Additional Written Offering Communication to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed Additional Written Offering Communication to which you reasonably object.

(d) If the Time of Sale Circular is being used to solicit offers to buy the Securities at a time when the Final Circular is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Circular in order to make the statements therein, in the light of the circumstances, not misleading, or if, in the opinion of counsel for the Initial Purchaser, it is necessary to amend or supplement the Time of Sale Circular to comply with applicable law, forthwith to prepare and furnish, at its own expense, to the Initial Purchaser and to any dealer upon request, either amendments or supplements to the Time of Sale Circular so that the statements in the Time of Sale Circular as so amended or supplemented will not, in the light of the circumstances when delivered to a prospective purchaser, be misleading or so that the Time of Sale Circular, as amended or supplemented, will comply with applicable law.

(e) If, at any time prior to the expiration of nine months after the date of the Final Circular, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Final Circular in order to make the statements therein, in the light of the circumstances when the Final Circular is delivered to a purchaser, not misleading, if for any other reason it shall be necessary or desirable during such same period to amend or supplement the Final Circular, forthwith to prepare and

furnish, at its own expense, to the Initial Purchaser, either amendments or supplements to the Final Circular so that the statements in the Final Circular as so amended or supplemented will not, in the light of the circumstances when the Final Circular is delivered to a purchaser, be misleading or so that the Final Circular, as amended or supplemented, will comply with applicable law.

(f) If required under applicable law, to endeavor to qualify the Securities and the shares of Stock issuable upon conversion of the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as you shall reasonably request; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities or the issuance Stock upon conversion of the Securities, in any jurisdiction where it is not now subject or to subject itself to taxation in excess of a nominal amount in respect of doing business in any jurisdiction in which it is otherwise not so subject.

(g) To reserve and keep available at all times, free of preemptive rights, shares of Stock for the purpose of enabling the Company to satisfy any obligation to issue shares of its Stock upon conversion of the Securities.

(h) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the issuance and sale of the Securities and the shares of Stock issuable upon conversion of the Securities under the Securities Act and all other fees or expenses in connection with the preparation of the Preliminary Circular, the Time of Sale Circular, the Final Circular, any Additional Written Offering Communication prepared by or on behalf of, used by, or referred to by the Company and any amendments and supplements to any of the foregoing, including all printing costs associated therewith, and the delivering of copies thereof to the Initial Purchaser, in the quantities herein above specified, (ii) all costs and expenses related to the transfer and delivery of the Securities to the Initial Purchaser, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or Legal Investment memorandum in connection with the offer and sale of the Securities and the shares of Stock issuable upon conversion of the Securities under state securities laws and all expenses in connection with the qualification of the Securities and the

shares of Stock issuable upon conversion of the Securities for offer and sale under state securities laws as provided in Section 6(f) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchaser in connection with such qualification and in connection with the Blue Sky or Legal Investment memorandum, (iv) all costs and expenses incident to listing the shares of Stock issuable upon conversion of Securities on the Nasdaq Global Select Market, if required, the cost of printing certificates representing the Securities, (v) the costs and charges of any trustee, any agent of the trustee and the fees and disbursements of counsel for the trustee in connection with the Indenture and the Securities, and any transfer agent, registrar or depositary, (vi) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (vii) the document production charges and expenses associated with printing this Agreement and the Indenture and (viii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided in this Section, Section 8 entitled "Indemnity and Contribution", and the last paragraph of Section 9 below, the Initial Purchaser will pay all of its costs and expenses, including fees and disbursements of its counsel, stock transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

(i) Neither the Company nor any Affiliate will sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Securities in a manner which would require the registration under the Securities Act of the Securities.

(j) Not to solicit any offer to buy or offer or sell the Securities or the Stock by means of any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act.

(k) Any information provided by the Company, its Affiliates or any person acting on its or their behalf to publishers of publicly available databases about the terms of the Securities shall include a statement that the Securities have not been registered under the Securities Act and are subject to restrictions under Rule 144A under the Securities Act;

(l) While any of the Securities or the Stock remain "restricted securities" within the meaning of the Securities Act, to make available, upon request, to any seller of such Securities the information specified in Rule 144A(d)(4) under the Securities Act, unless the Company is then subject to Section 13 or 15(d) of the Exchange Act.

(m) During the period of one year after the Closing Date or any Option Closing Date, if later, the Company will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to resell any of the Securities or any shares of Stock issued upon conversion of the Securities which constitute "restricted securities" under Rule 144 that have been reacquired by any of them.

(n) Not to take any action prohibited by Regulation M under the Exchange Act in connection with the distribution of the Securities contemplated hereby.

(o) Prior to the time the Stock issuable upon conversion of the Securities may be included on the Nasdaq Global Select Market, the Company shall apply for such Stock to be duly listed on the Nasdaq Global Select Market.

The Company also covenants with the Initial Purchaser that, without the prior written consent of the Initial Purchaser, it will not, during the restricted period set forth in Schedule II hereto, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock other than the Securities, or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Stock other than those contemplated by any note, hedge or warrant transaction described in the Time of Sale Circular or the Final Circular, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Stock or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock. The foregoing sentence shall not apply to (a) the Securities to be sold hereunder, (b) the issuance by the

Company of shares of Stock upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof of which the Initial Purchaser have been advised in writing or which is described in the Time of Sale Circular, (c) the issuance of any shares of Stock in connection with acquisition, licensing, collaboration or similar strategic arrangements, provided that the Company first causes any such recipient of shares under this clause (c) to execute and deliver to you a "lock-up" agreement substantially in the form of Exhibit B, (d) the issuance of shares of Stock as matching contributions under the Company's 401(k) plan, or (e) the grant of options or the issuance of shares of restricted Stock to employees, officers, directors, advisors or consultants pursuant to the Company's employee benefit plans. In addition, the Company will not, without the prior consent of the Initial Purchaser, during the period commencing on the date hereof and ending 30 days after the date of the Final Circular, (i) clear or otherwise allow for any executive officer or director to sell or otherwise transfer shares of Stock or any security convertible into or exercisable or exchangeable for Stock under the Company's insider trading policy and will not open the "trading window" under such policy for any executive officer or director, except, for the avoidance of doubt, the foregoing restrictions shall not apply to sales or transfers pursuant to any written trading plans under Rule 10b5-1 of the Exchange Act that exist as of the date of the Prospectus or (ii) waive the lockup provisions of any agreement to which the Company is a party as of the date of the Prospectus.

7. *Offering of Securities; Restrictions on Transfer*. (a) The Initial Purchaser acknowledges that the Securities and the Stock issuable upon conversion thereof have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

(b) The Initial Purchaser represents and warrants to and agrees with the Company that:

(i) it has not offered or sold, and will not offer or sell, any Securities within the United States or to, or for the account or benefit of, U.S. persons, (x) as part of their distribution at any time or (y) otherwise until 40 days after the later of the commencement of the offering and the date of the closing of the offering except to those it reasonably believes to be "qualified institutional buyers" (as defined in Rule 144A under the Securities Act).

(ii) neither it nor any person acting on its behalf has made or will make offers or sales of the Securities in the United States by means of any form of general solicitation or general advertising (within the meaning of Regulation D) in the United States;

(iii) in connection with each sale pursuant to Section 4(b)(i)(A), it has taken or will take reasonable steps to ensure that the purchaser of such Securities is aware that such sale may be made in reliance on Rule 144A;

(iv) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Securities, in circumstances in which Section 21(1) of the FSMA does not apply to the Company;

(v) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom; and

(vi) In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Initial Purchaser has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Preliminary Offering Circular to the public in that Relevant Member State other than:

(A) to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(B) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive; or

(C) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Company or the Initial Purchaser to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression "an offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless the Initial Purchaser, each person, if any, who controls the Initial Purchaser within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act and each agent and each affiliate of the Initial Purchaser within the meaning of Rule 405 under the Securities Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Circular, the Time of Sale Circular or any amendment or supplement thereto, any Additional Written Offering Communication prepared by or on behalf of, used by, or referred to by the Company, any road show as defined in Rule 433(h) under the Securities Act (a "**road show**"), or the Final Circular or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to the Initial Purchaser furnished to the Company in writing by the Initial Purchaser expressly for use therein.

(b) The Initial Purchaser agrees to indemnify and hold harmless the Company, its directors, its officers and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to the Initial Purchaser, but only with reference to information relating to the Initial Purchaser furnished to the Company in writing by the Initial Purchaser expressly for use in the Preliminary Circular, the Time of

Sale Circular, any Additional Written Offering Communication prepared by or on behalf of, used by or referred to by the Company, road show, or the Final Circular or any amendment or supplement thereto.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "**indemnified party**") shall promptly notify the person against whom such indemnity may be sought (the "**indemnifying party**") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Initial Purchaser in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or

threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and unless such settlement does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Initial Purchaser on the other hand from the offering of the Securities or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Initial Purchaser on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Initial Purchaser on the other hand in connection with the offering of the Securities shall be deemed to be in the same respective proportions as (i) the total net proceeds from the offering of the Securities (before deducting expenses) received by the Company and (ii) the total discounts and commissions received by the Initial Purchaser bear to the aggregate offering price of the Securities. The relative fault of the Company on the one hand and of the Initial Purchaser on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Initial Purchaser and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Initial Purchaser agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8(d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, the Initial

Purchaser shall not be required to provide indemnity for or contribute any amount in excess of the amount by which the total price at which the Securities resold by it in the initial placement of such Securities were offered to investors exceeds the amount of any damages that the Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchaser, any person controlling the Initial Purchaser or any affiliate of the Initial Purchaser or by or on behalf of the Company, its officers or directors or any person controlling the Company and (iii) acceptance of and payment for any of the Securities.

9. *Termination*. The Initial Purchaser may terminate this Agreement by notice given by you to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, the American Stock Exchange, the NASDAQ Global Market, the Chicago Board of Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred, (iv) any moratorium on commercial banking activities shall have been declared by Federal or New York State authorities or (v) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse and which, singly or together with any other event specified in this clause (v), makes it, in your judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the Time of Sale Circular or the Final Circular.

If this Agreement shall be terminated by the Initial Purchaser because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will

reimburse the Initial Purchaser for all out-of-pocket expenses (including the fees and disbursements of its counsel) reasonably incurred by such Initial Purchaser in connection with this Agreement or the offering contemplated hereunder.

10. *Effectiveness.* This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

11. *Entire Agreement.* (a) This Agreement represents the entire agreement between the Company and the Initial Purchaser with respect to the preparation of the Preliminary Circular, the Time of Sale Circular, the Final Circular, the conduct of the offering, and the purchase and sale of the Securities.

(b) The Company acknowledges that in connection with the offering of the Securities: (i) the Initial Purchaser has acted at arms length, is not an agent of, and owes no fiduciary duties to, the Company or any other person, (ii) the Initial Purchaser owes the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement) if any, and (iii) the Initial Purchaser may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims it may have against the Initial Purchaser arising from an alleged breach of fiduciary duty in connection with the offering of the Securities.

12. *USA Patriot Act.* In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Initial Purchaser is required to obtain, verify and record information that identifies its clients, including the Company, which information may include the name and address of its clients, as well as other information that will allow the Initial Purchaser to properly identify its clients.

13. *Counterparts.* This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

14. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

15. *Headings.* The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

16. *Notices.* All communications hereunder shall be in writing and effective only upon receipt and if to the Initial Purchaser shall be delivered, mailed or sent to you at the address set forth in Schedule I hereto; and if to the Company shall be delivered, mailed or sent to the address set forth in Schedule I hereto.

NOW, THEREFORE, the parties hereto have executed this Purchase Agreement by their duly authorized representatives as of the date first written above.

REGENERON PHARMACEUTICALS, INC.

By: /s/ Murray Goldberg
Name: Murray Goldberg
Title: SVP and CFO

GOLDMAN, SACHS & CO.

/s/ Goldman, Sachs & Co.

(Goldman, Sachs & Co.)

SCHEDULE I

Initial Purchaser	Aggregate Principal Amount of Firm Securities to be Purchased	Aggregate Principal Amount of Additional Securities Initial Purchaser May Elect to Purchase
Goldman, Sachs & Co.	$ 400,000,000	$ 60,000,000
Total	$ 400,000,000	$ 60,000,000

Purchase Price: 98% of principal amount of Securities to be purchased

SCHEDULE II

Time of Sale Circular

1. Preliminary Circular issued October 17, 2011
2. Additional Written Offering Communication—Pricing Term Sheet dated October 18, 2011 attached hereto as **Exhibit A**

EXHIBIT A

PRICING TERM SHEET

EXHIBIT B

[—], 2011

Goldman, Sachs & Co.
200 West Street
New York, New York 10282

Ladies and Gentlemen:

The undersigned understands that Goldman, Sachs & Co. has entered into a Purchase Agreement (the "**Purchase Agreement**") with Regeneron Pharmaceuticals, Inc., a New York corporation (the "**Company**"), providing for the offering (the "**Offering**") by Goldman, Sachs & Co. as Initial Purchaser (the "**Initial Purchaser**") of $400,000,000 aggregate principal amount of Firm Securities and $60,000,000 aggregate principal amount of Additional Securities (collectively, the "**Securities**"). The Securities will be convertible into shares of Common Stock, par value $0.001 per share of the Company (the "**Stock**").

The undersigned hereby agrees that, without the prior written consent of Goldman, Sachs & Co., it will not, during the period commencing on the date hereof and ending on the earlier to occur of (a) 45 days after the date of the final prospectus supplement relating to the Offering, and (b) 5 days after the date of such final prospectus supplement if the sale of the Securities to the Initial Purchaser has not closed, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Stock or other securities acquired in open market transactions after the completion of the Offering; (b) transfers of shares of Stock or any security convertible into Stock as a bona fide gift; (c) distributions or transfers to family members, trusts, and/or controlled entities in connection with estate planning, *provided* that each transferee shall sign and deliver a lock-up letter substantially in the form of this letter; or (d) the exercise of a stock option for, or the conversion of any convertible security into, shares of common stock, including, without limitation, by transferring or submitting for cancellation aged shares or shares otherwise issued or issuable upon the exercise of a stock option to the Company to satisfy the exercise price of a stock option under the Company's long-term incentive plans (or to satisfy the minimum withholding tax required in connection with such option exercise). In addition, the undersigned agrees that, without the prior written consent of Goldman, Sachs & Co., it will not, during the period commencing on the date hereof and ending 45 days after the date of the final prospectus supplement, make any demand for or exercise any

right with respect to, the registration of any shares of Stock or any security convertible into or exercisable or exchangeable for Stock. The undersigned agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Stock except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Initial Purchaser is relying upon this agreement. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

(*continued on next page*)

Very truly yours,

(*Signature*)

(*Printed Name*)

Exhibit 4.1

EXECUTION VERSION

REGENERON PHARMACEUTICALS, INC.

1.875% CONVERTIBLE SENIOR NOTES DUE 2016

INDENTURE

Dated as of October 21, 2011

WELLS FARGO BANK, NATIONAL ASSOCIATION

Trustee

TABLE OF CONTENTS

INDENTURE dated as of October 21, 2011, between Regeneron Pharmaceuticals, Inc., a New York corporation ("**Company**"), and Wells Fargo Bank, National Association, a national banking association, organized and existing under the laws of the United States of America, as trustee ("**Trustee**").

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 1.875% Convertible Senior Notes due 2016:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

"**Affiliate**" of any specified person means any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, "**control**" when used with respect to any specified person means the power to direct or cause the direction of the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing.

"**Applicable Procedures**" means, with respect to any transfer or transaction involving a Global Note or beneficial interest therein, the rules and procedures of the Depositary for such Note, in each case to the extent applicable to such transfer or transaction and as in effect from time to time.

"**Bankruptcy Law**" means Title 11, United States Code, or any similar U.S. federal or state law for the relief of debtors.

"**Bid Solicitation Agent**" means the Trustee or such other person as may be appointed from time to time by the Company, without prior notice to the Holders, to solicit market bid quotations for the Notes in accordance with Section 10.01(b) hereof.

"**Bloomberg**" means Bloomberg LLP and any successor person serving a similar function.

"**Board of Directors**" means the board of directors of the Company, or a committee of such Board of Directors duly authorized to act for it hereunder.

"**Business Day**" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in The City of New York, New York are authorized or obligated by law or executive order to close or be closed.

"**Capital Stock**" means, for any person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that person.

"**Cash Settlement Averaging Period**" means, with respect to any Note surrendered for conversion, (i) if the relevant Conversion Date for such Note occurs prior to the first day of the Final Conversion Period, the forty consecutive Trading Day period beginning on, and including, the third Trading Day immediately following such Conversion Date, and (ii) if the Conversion Date for such Note occurs during the Final Conversion Period, the forty consecutive Trading Day period beginning on and including the 42nd Scheduled Trading Day prior to the Maturity Date.

"**Close of Business**" means 5:00 p.m., New York City time.

"**Common Equity**" of any Person means Capital Stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"**Common Stock**" means the shares of common stock, $0.001 par value, of the Company as it exists on the date of this Indenture or any other shares of Capital Stock of the Company into which the Common Stock shall be reclassified or changed.

"**Company**" means the party named as the "Company" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, shall mean such successor. The foregoing sentence shall likewise apply to any subsequent such successor or successors.

"**Company Request**" or "**Company Order**" means a written request or order signed in the name of the Company by an Officer.

"**Conversion Price**" means, at any time, $1,000 *divided by* the Conversion Rate in effect at such time.

"**Corporate Trust Office**" means the principal office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 45 Broadway, 14th Floor, New York, New York 10006, Attention: Corporate Trust Services – Administrator, Regeneron Pharmaceuticals, Inc., or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as a successor Trustee may designate from time to time by notice to the Holders and the Company).

"**Custodian**" means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

"**Daily Conversion Value**" means, for each of the forty consecutive Trading Days during the applicable Cash Settlement Averaging Period, one-fortieth (1/40th) of the product of (i) the applicable Conversion Rate in effect on such Trading Day and (ii) the Daily VWAP of Common Stock on such Trading Day.

"**Daily Measurement Value**" is equal to the Specified Dollar Amount, *divided by* forty.

"**Daily Settlement Amount**" for each of the forty consecutive Trading Days during the Cash Settlement Averaging Period, shall consist of:

(a) cash equal to the lesser of (i) the Daily Measurement Value and (ii) the Daily Conversion Value for such Trading Day (the "**Daily Cash Amount**"); and

(b) if the Daily Conversion Value exceeds Daily Measurement Value, a number of shares equal to the Daily Share Amount for such Trading Day.

"**Daily Share Amount**" means, for any Trading Day during the Cash Settlement Averaging Period applicable to any Note, a number of shares of the Common Stock equal to (i) the excess of the Daily Conversion Value for such Trading Day over the Daily Measurement Value, *divided by* (ii) the Daily VWAP of the Common Stock for such Trading Day.

"Daily VWAP" for the Common Stock, in respect of any Trading Day, means the per share volume-weighted average price on the NASDAQ Global Select Market as displayed under the heading "Bloomberg VWAP" on Bloomberg page "REGN <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled opening of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day as determined by the Board of Directors in a commercially reasonable manner, using a volume-weighted average price method) and will be determined without regard to after hours trading or any other trading outside of the regular trading session.

"**Default**" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"**Definitive Notes**" means Notes that are in registered definitive form.

"**Depositary**" means The Depository Trust Company, or any successor thereto.

"**Ex-Dividend Date**" means, for any issuance, dividend or distribution, the first date on which shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive such issuance, dividend or distribution from the Company or, if applicable, from the seller of such shares of the Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Free Trade Date**" means the date that is 365 days after the last date of original issuance of the Notes.

"**Freely Tradable**" means, with respect to any Notes, that such Notes (i) are eligible to be sold by a person who is not an affiliate of the Company (within the meaning of Rule 144) and has not been an affiliate of the Company (within the meaning of Rule 144) during the immediately preceding three months without any volume or manner of sale restrictions under the Securities Act, (ii) do not bear a Restricted Notes Legend and (iii) with respect to Global Notes only, are identified by an unrestricted CUSIP number in the facilities of the applicable depositary; *provided* that clauses (ii) and (iii) will apply only after the Free Trade Date.

"**Free Transferability Certificate**" means a certificate substantially in the form of Exhibit D or such other form as may be agreed by the Trustee.

A "**Fundamental Change**" means the occurrence after the original issuance of the Notes of any of the following events:

(a) any "person" or "group" (within the meaning of Section 13(d) of the Exchange Act) other than the Company or its Subsidiaries files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Company's Common Equity representing more than 50% of the voting power of the Company's Common Equity; or

(b) consummation of any binding share exchange, exchange offer, tender offer, consolidation or merger of the Company pursuant to which all or substantially all of the Common Stock will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one or more of the Company's Subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to in this definition as an "**event**"); *provided*, *however*, that any such event where the holders of more than 50% of the outstanding shares of Common Stock immediately prior to such event, own, directly or indirectly, more than 50% of all classes of the common equity of the continuing or surviving person or transferee or the parent thereof immediately after such event shall not be a Fundamental Change; or

(c) stockholders of the Company approve any plan or proposal for its liquidation or dissolution; or

(d) Common Stock (or other common stock into which the Notes are then convertible) ceases to be listed on at least one U.S. national securities exchange;

provided, *however*, a transaction or event described above shall not be a Fundamental Change if (1) at least 90% of the consideration, excluding cash payments for fractional shares, in the transaction or event that otherwise would have constituted a Fundamental Change consists of shares of Publicly Traded Securities, and (2) as a result of the event, the Notes become convertible into such Publicly Traded Securities, excluding cash payments for fractional shares (subject to the provisions of Article 10); *provided*, *further*, if any transaction in which the Common Stock is replaced by the securities of another entity shall occur, following completion of any related Make-Whole Fundamental Change period and any related Fundamental Change Repurchase Date, references to the Company in this definition shall instead apply to such other entity; and *provided*, *further*, that any filing that would otherwise constitute a Fundamental Change under clause (a) above shall not constitute a Fundamental Change if (x) the filing occurs in connection with a transaction in which the Common Stock is replaced by the securities of another entity (including a parent entity) and (y) no such filing is made or is in effect with respect to Common Equity representing more than 50% of the voting power of such other entity.

For purposes of defining a "Fundamental Change":

(i) the term "**person**" and the term "**group**" have the meanings given by Section 13(d) of the Exchange Act or any successor provisions, and "person" includes any syndicate or group that would be deemed to be a "person" under Section 13(d)(3) of the Exchange Act;

(ii) the term "**group**" includes any group acting for the purpose of acquiring, holding or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act or any successor provision; and

(iii) the term "**beneficial owner**" is determined in accordance with Rules 13d-3 and 13d-5 under the Exchange Act or any successor provisions.

"**Global Note**" means a permanent global Note that is in the form of the Note attached hereto as Exhibit A and that is deposited with and registered in the name of the Depositary or the nominee of the Depositary.

"**Global Notes Legend**" means the legend set forth as such in Exhibit A hereto.

"**Holder**" means a person or persons in whose name a Note is registered in the Register.

"**Indenture**" means this Indenture, as amended or supplemented from time to time in accordance with the terms hereof.

"**Initial Purchaser**" means the Person named as such in the Purchase Agreement.

"**Interest Payment Date**" means April 1 and October 1 of each year, beginning on April 1, 2012.

"**Issue Date**" means October 21, 2011.

"**Last Reported Sale Price**" means, for the Common Stock or any other Capital Stock on any day, means the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. national securities exchange on which Common Stock (or such other Capital Stock) is traded. If Common Stock (or such other Capital Stock) is not listed for trading on a U.S. national securities exchange on the relevant date, the "Last Reported Sale Price" will be the last quoted bid price for Common Stock (or such other Capital Stock) in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If Common Stock (or such other Capital Stock) is not so quoted, the "Last Reported Sale Price" will be the average of the mid-point of the last bid and ask prices for Common Stock (or such other Capital Stock) on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose.

"**Make-Whole Fundamental Change**" means any transaction or event that constitutes a Fundamental Change under clause (a) or (b) of the definition thereof, subject to the three provisos immediately following clause (d) of the definition of Fundamental Change.

"**Market Disruption Event**" means (a) a failure by the primary exchange or quotation system on which the Common Stock trades or is quoted, as the case may be, to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Trading Day for the Common Stock, of an aggregate one-half hour period of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options, contracts or future contracts relating to the Common Stock.

"**Maturity Date**" means October 1, 2016.

"**Notes**" means any of the Company's 1.875% Convertible Senior Notes due 2016 issued under this Indenture.

"**Offering Circular**" means the offering circular for the offering and sale of the Notes dated October 21, 2011.

"**Officer**" means the Chairman of the Board, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Comptroller, the Treasurer or the Secretary or any Assistant Treasurer or Assistant Secretary of the Company.

"**Officers' Certificate**" means a written certificate containing the information specified in Sections 12.04 and 12.05, signed in the name of the Company by any two Officers, one of which shall be the Chief Executive Officer, the Chief Financial Officer, the Treasurer or the Comptroller and delivered to the Trustee.

"**Open of Business**" means 9:00 a.m., New York City time.

"**Opinion of Counsel**" means a written opinion containing the information specified in Sections 12.04 and 12.05, from legal counsel. The counsel may be an employee of, or counsel to, the Company.

"**Person**" or "**person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"**Principal Amount**" of a Note means the Principal Amount as set forth on the face of the Note.

"**Publicly Traded Securities"** means shares of Common Stock that are traded on a national securities exchange or that will be so traded when issued or exchanged in connection with a Fundamental Change described in clause (a) or (b) of the definition thereof.

"**Purchase Agreement**" means the purchase agreement, dated as of October 18, 2011, between the Company and Goldman Sachs & Co.

"**Regular Record Date**" means, with respect to any Interest Payment Date, the March 15 or the September 15 (whether or not a Business Day) immediately preceding such Interest Payment Date.

"**Resale Restriction Termination Date**" means the date that is the later of (i) the date that is one year after the last date of original issuance of the Notes, or such other period of time as permitted by Rule 144 or any successor provision thereto, and (ii) such later date, if any, as may be required by applicable laws.

"**Responsible Officer**" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject, and who shall have direct responsibility for the administration of this Indenture.

"**Restricted Notes CUSIP**" means CUSIP number 75886F AC1.

"**Restricted Notes ISIN**" means ISIN number US75886FAC14.

"**Restricted Notes Legend**" means a legend in the form set forth in Exhibit A hereto, or any other substantially similar legend indicating the restricted status of the Notes under Rule 144.

"**Restricted Stock Legend**" means a legend in the form set forth in Exhibit B hereto, or any other substantially similar legend indicating the restricted status of the Common Stock under Rule 144.

"**Rule 144**" means Rule 144 under the Securities Act or any successor to such Rule, as it may be amended from time to time.

"**Rule 144A**" means Rule 144A under the Securities Act or any successor to such Rule, as it may be amended from time to time.

"**Scheduled Trading Day**" means any day that is scheduled to be a Trading Day.

"**SEC**" means the Securities and Exchange Commission.

"**Settlement Method**" means, with respect to a conversion of Notes, the relative proportions of cash and/or shares of Common Stock with which such conversion is settled under this Indenture, as elected (or deemed elected) by the Company.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Significant Subsidiary**" means a Subsidiary that is a "significant subsidiary," as such term is defined in Article 1, Rule 1-02 of Regulation S-X under the Exchange Act.

"**Specified Dollar Amount**" means an amount of cash per $1,000 Principal Amount of a Note specified by the Company in the Settlement Notice related to such Note.

"**Stated Maturity**," when used with respect to any Note or any installment of interest thereon, means the date specified in such Note as the fixed date on which an amount equal to the Principal Amount of such Note or such installment of interest is due and payable.

"**Stock Price**" means (a) in the case of a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change in which holders of Common Stock receive solely cash consideration in connection with such Make-Whole Fundamental Change, the amount of cash paid per share of the Common Stock and (b) in the case of all other Make-Whole Fundamental Changes, the average of the Last Reported Sale Prices per share of Common Stock over the period of five consecutive Trading Days ending on, and including, the Trading Day immediately preceding the effective date of such Make-Whole Fundamental Change. The Board of Directors will make appropriate adjustments, in its good faith determination, to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Dividend Date of the event occurs, during such five consecutive Trading Day period.

"**Subsidiary**" means (i) a corporation, a majority of whose Voting Stock is, at the date of determination, directly or indirectly owned by the Company, by one or more Subsidiaries of the Company, or by the Company and one or more Subsidiaries of the Company, (ii) a partnership in which the Company, a Subsidiary of the Company or the Company and one or more Subsidiaries of the Company, holds a majority interest in the equity capital or profits of such partnership, or (iii) any other person (other than a corporation or a partnership) in which the Company, a Subsidiary of the Company, or the Company and one or more Subsidiaries of the Company, directly or indirectly, at the date of determination, has (a) at least a majority ownership interest or (b) the power to elect or direct the election of a majority of the directors or trustees, as the case may be, or other governing body of such person.

"**Trading Day**" means a day during which trading in the Common Stock generally occurs on the primary exchange or quotation system on which Common Stock then trades or is quoted and there is no Market Disruption Event. If the Common Stock (or other security for which a Last Reported Sale Price must be determined) is not so traded or quoted, "Trading Day" means "Business Day."

"**Trading Price**" means, per $1,000 Principal Amount of the Notes, for any day, the average of the secondary market bid quotations obtained by the Bid Solicitation Agent for $1.0 million Principal Amount of the Notes at approximately 3:30 p.m., New York City time, on such day from three independent nationally recognized securities dealers that the Company selects; *provided* that if three such bids cannot reasonably be obtained by the Bid Solicitation Agent but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the Bid Solicitation Agent, that one bid shall be used. Any such determination will be conclusive absent manifest error. If the Bid Solicitation Agent cannot

reasonably obtain at least one bid for $1.0 million Principal Amount of Notes from a nationally recognized securities dealer, then the Trading Price per $1,000 Principal Amount of Notes for such day will be deemed to be less than 98% of the Trading Price Product for such day. If, on any day, the Company does not so instruct the Bid Solicitation Agent to obtain bids when required, or if we instruct the Bid Solicitation Agent to obtain bids and the Bid Solicitation Agent fails to obtain such bids when required then, in either case, the Trading Price per $1,000 Principal Amount of Notes for such day will be deemed to be less than 98% of the Trading Price Product for each day of such failure.

"**Transfer Agent Notice**" means a notice substantially in the form of Exhibit E hereto or such other form as may be agreed by the Trustee.

"**Trustee**" means the party named as the "Trustee" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, shall mean such successor. The foregoing sentence shall likewise apply to any subsequent successor or successors.

"**Uniform Commercial Code**" means the New York Uniform Commercial Code, as in effect from time to time.

"**Unrestricted Notes CUSIP**" means CUSIP number 75886F AD9.

"**Unrestricted Notes ISIN**" means ISIN number US75886FAD96.

"**Unrestricted Stock CUSIP**" means CUSIP number 75886F 107.

"**Voting Stock**" means, with respect to any corporation, association, company or business trust, stock or other securities of the class or classes having general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such corporation, association, company or business trust, *provided* that, for the purposes hereof, stock or other securities which carry only the right to vote conditionally on the happening of an event shall not be considered Voting Stock whether or not such event shall have happened.

Section 1.02 Other Definitions.

Term	Defined in Section
"Act"	1.04
"Additional Interest"	4.02(c)
"Agent Members"	2.02(c)(ii)
"Cash Settlement"	10.03(b)(v)
"Combination Settlement"	10.03(b)(v)
"Conversion Agent"	2.05(a)
"Conversion Date"	10.02(b)
"Conversion Notice"	10.02(b)(i)
"Conversion Obligation"	10.01
"Conversion Rate"	10.01
"Corporate Event"	10.01(d)

Term	Defined in Section
“Defaulted Interest”	11.02
“Event of Default”	6.01(a)
“Expiration Date”	10.05(e)
“Expiration Time”	10.05(e)
“Extension Fee”	6.04(a)
“Final Conversion Period”	10.03(b)(iii)
“Full Physical Settlement Election”	10.02(f)
“Fundamental Change Effective Date”	10.07(a)
“Fundamental Change Notice Date”	3.03(a)
“Fundamental Change Notice”	3.03(a)
“Fundamental Change Repurchase Date”	3.02
“Fundamental Change Repurchase Notice”	3.03(c)
“Fundamental Change Repurchase Price”	3.02
“Legal Holiday”	12.09
“Make-Whole Shares”	10.07(a)
“Mandatory Exchange Date”	2.10(c)(ii)
“Measurement Period”	10.01(b)
“Merger Event”	10.08
“Net Share Settlement Election”	10.02(e)
“Notice of Default”	6.01(a)(iii)
“Paying Agent”	2.05(a)
“Physical Settlement”	10.03(b)(v)
“Protected Purchaser”	2.11
“Reference Property”	10.08(b)
“Register”	2.07(a)
“Registrar”	2.05(a)
“Reporting Event of Default”	6.04(a)
“Restricted Global Note”	2.10(c)(i)
“Restricted Note”	2.09(a)(i)
“Restricted Stock”	2.09(b)(i)
“Settlement Amount”	10.03(a)
“Settlement Notice”	10.03(b)(v)
“Special Interest”	4.02(b)
“Spin-Off”	10.05(c)(ii)
“Temporary Notes”	2.13
“Trading Day”	10.03(f)(i)
“Trading Price Product”	10.01(b)
“transfer”	2.09(c)
“Unit of Reference Property”	10.08(c)(i)
“Valuation Period”	10.05(c)(ii)
“Weighted Average Consideration”	10.08(c)(iv)

Section 1.03 Rules of Construction. Unless the context otherwise requires: (1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with United States generally accepted accounting principles as in effect from time to time;

(3) "or" is not exclusive;

(4) "including" means including, without limitation;

(5) words in the singular include the plural, and words in the plural include the singular;

(6) all references to $, dollars, cash payments or money refer to United States currency; and

(7) unless the context requires otherwise, all references to payments of interest on the Notes shall include Additional Interest, Special Interest and the Extension Fee, if any, payable in accordance with the terms of Sections 4.02(b), 4.02(c) or 6.04 hereof, as applicable.

Section 1.04 Acts of Holders. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments (which may take the form of an electronic writing or messaging or otherwise be in accordance with customary procedures of the Depositary or the Trustee) of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing (which may be in electronic form); and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "**Act**" of Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent (either of which may be in electronic form) shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section 1.04.

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution (or electronic delivery) or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing or delivering such instrument or writing acknowledged to such officer the execution thereof (or electronic delivery). Where such execution is by a signer acting in a capacity other than such signer's individual capacity, such certificate or affidavit shall also constitute sufficient proof of such signer's authority. The fact and date of the execution of any such instrument or writing (electronic or otherwise), or the authority of the person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(b) The ownership of Notes shall be proved by the Register.

(c) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the

holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Note.

(d) If the Company shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a resolution of the Board of Directors, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the Close of Business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

ARTICLE II

THE NOTES

Section 2.01 Designation, Amount and Issuance of Notes. (a) The Notes shall be designated as "1.875% Convertible Senior Notes due 2016." The aggregate Principal Amount of initial Notes that may be authenticated and delivered under this Indenture is limited to $400,000,000 (as may be increased by the aggregate Principal Amount of additional Notes purchased by the Initial Purchaser pursuant to its option to purchase additional Notes set forth in Section 2 of the Purchase Agreement, which aggregate Principal Amount shall not exceed $60,000,000). The Company may also issue an unlimited aggregate Principal Amount of additional Notes in accordance with Section 2.01(b). Furthermore, from time to time, the Company may issue and execute, and the Trustee may authenticate, Notes delivered upon registration of transfer of, or in exchange for, or in lieu of other Notes pursuant to Sections 2.08, 2.11, 2.13, 3.07, 9.05 and 10.02 hereof.

(b) The Company may, without the consent of the Holders, and notwithstanding Sections 2.01(a), increase the aggregate Principal Amount of the Notes issued under this Indenture by reopening this Indenture and issuing additional Notes with the same terms and the same CUSIP number as the Notes initially issued under this Indenture, which Notes shall be considered to be part of the same series of Notes as those initially issued hereunder; *provided* that the Company may not issue such additional Notes unless, for U.S. federal income tax and securities law purposes, such additional Notes shall be fungible with the Notes initially issued hereunder. Prior to issuing any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officers' Certificate and an Opinion of Counsel, which Officers' Certificate and Opinion of Counsel shall address (i) any matters required to be addressed under Section 12.04 hereof and (ii) any matters that the Trustee reasonably requests.

Section 2.02 Form of Notes.

(a) *General*. The Notes shall be substantially in the form of Exhibit A hereto, but may have any notations, legends or endorsements required by any applicable law (or regulation promulgated thereunder), stock exchange rule or usage, or any insertions, omissions or other variations otherwise permitted or required by this Indenture. Whenever any such notation, legend or endorsement, or any such insertion, omission or other variation is applicable to a Note, the Company shall provide such notation, legend or endorsement, or such insertion, omission or other variation to the Trustee in writing. Each Note shall bear a Trustee's certificate of authentication substantially in the form set forth in Exhibit A hereto. Notes that are Global Notes shall bear the Global Notes Legend set forth in Exhibit A hereto and the "Schedule of Exchanges of Interests in the Global Note" attached thereto. Notes that are Restricted Notes shall bear the Restricted Notes Legend set forth in Exhibit A hereto. The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and, to the extent applicable, the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent that any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) *Initial and Subsequent Notes.* The Notes initially shall be issued in global form, registered in the name of Cede & Co., as the nominee of the Depositary, and deposited with the Trustee, at its Corporate Trust Office, as custodian for the Depositary. Except to the extent provided in Section 2.08(c) hereof, all Notes shall be represented by one or more Global Notes.

(c) *Global Notes.* Each Global Note shall represent the aggregate Principal Amount of then outstanding Notes endorsed thereon and provide that it represents such aggregate Principal Amount of then outstanding Notes, which aggregate Principal Amount may, from time to time, be reduced or increased to reflect transfers, exchanges, conversions or repurchases by the Company.

(i) Only the Trustee, or the custodian holding such Global Note for the Depositary, at the direction of the Trustee, may endorse a Global Note to reflect the amount of any increase or decrease in the aggregate Principal Amount of then outstanding Notes represented thereby, and whenever the Holder of a Global Note delivers written instructions to the Trustee to increase or decrease the aggregate Principal Amount of then outstanding Notes represented by a Global Note in accordance with Section 2.08 hereof, the Trustee, or the custodian holding such Global Note for the Depositary, at the direction of the Trustee, shall endorse such Global Note to reflect such increase or decrease in the aggregate Principal Amount of then outstanding Notes represented thereby. None of the Trustee, the Company or any agent of the Trustee or the Company shall have any responsibility or bear any liability for any aspect of the records relating to or payments made on account of the ownership of any beneficial interest in a Global Note or with respect to maintaining, supervising or reviewing any records relating to such beneficial interest.

(ii) Neither any members of, or participants in, the Depositary (collectively, the "**Agent Members**") nor any other persons on whose behalf Agent Members

may act shall have any rights under this Indenture with respect to any Global Note or under such Global Note, and the Company, the Trustee and any agent of the Company or the Trustee, may, for all purposes, treat the Depositary, or its nominee, if any, as the absolute owner and holder of such Global Note.

(iii) The registered Holder of a Global Note may grant proxies and otherwise authorize any person, including Agent Members and persons that may hold interests through Agent Members, to take any action that Holders are entitled to take under this Indenture or the Notes, and, notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or such nominee, as the case may be, or impair, as between the Depositary, its Agent Members and any other person on whose behalf an Agent Member may act, the operation of customary practices of such persons governing the exercise of the rights of a holder of any interest in any Note.

Section 2.03 Denomination of Notes. The Notes shall be issuable in registered form without coupons in denominations of $1,000 Principal Amount and integral multiples of $1,000 in excess thereof.

Section 2.04 Execution and Authentication.

(a) A Note shall be valid only if executed by the Company and authenticated by the Trustee.

(b) *Execution*. The Notes shall be executed on behalf of the Company by any Officer. The signature of the Officer on the Notes may be manual or facsimile.

Notes bearing the manual or facsimile signatures of an individual who was at the time of the execution of the Notes the proper Officer of the Company shall bind the Company, notwithstanding that such individual has ceased to hold such office prior to the authentication and delivery of such Notes or did not hold such office at the date of authentication of such Notes.

(c) *Authentication.* A Note shall be deemed authenticated when a Responsible Officer of the Trustee manually signs the certificate of authentication on such Note. A Responsible Officer of the Trustee shall manually sign the certificate of authentication on a Note only if (i) the Company delivers such Note to the Trustee, (ii) such Note is validly executed by the Company in accordance with Section 2.04(b) hereof, and (iii) the Company delivers, before or with such Note, a Company Order setting forth (A) a request that the Trustee authenticate such Note; (B) the Principal Amount of such Note; (C) the name of the registered holder of such Note; (D) the date on which such Note is to be authenticated; and (E) any insertions, omissions or other variations, or notations, legends or endorsements permitted under Section 2.02 hereof and applicable to such Note. If the Company Order also specifies that the Trustee must deliver such Note to the registered Holder or the Depositary, the Trustee shall promptly deliver such Note in accordance with such Company Order. Each Note shall be dated the date of its authentication

The Trustee shall have the right to decline to authenticate and deliver any Notes under this Section 2.04 if the Trustee, being advised by counsel, determines that such action may not be lawfully taken, or not permitted hereunder or if the Trustee in good faith shall determine that such action would expose the Trustee to personal liability.

The Trustee may appoint an authenticating agent. If the Trustee appoints an authenticating agent and such authenticating agent is reasonably acceptable to the Company, such authenticating agent may authenticate a Note whenever the Trustee may authenticate such Note; *provided*, *however*, that such authenticating agent may not authenticate any Notes pursuant to Section 2.13 hereof. For purposes of this provision, each reference in this Indenture to authentication by the Trustee shall be deemed to include authentication by an authenticating agent, and an authenticating agent shall have the same rights to deal with the Company as the Trustee would have if it were performing the duties that the authentication agent was validly appointed to undertake.

Section 2.05 Registrar, Paying Agent and Conversion Agent.

(a) The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange for other Notes ("**Registrar**"), an office or agency (which shall be in the Borough of Manhattan, New York City) where Notes may be presented for repurchase or payment ("**Paying Agent**"), an office or agency where Notes may be presented for conversion ("**Conversion Agent**") and an office or agency where any notices and demands to or upon the Company with respect to the Notes and this Indenture may be served. The Company may have one or more registrars, one or more additional paying agents and one or more additional conversion agents. The Company may change the Paying Agent or the Registrar without prior notice to the Holders. The term Paying Agent includes any additional paying agent, including any named pursuant to Section 4.04. The term Conversion Agent includes any additional conversion agent, including any named pursuant to Section 4.04. The term Registrar includes any additional Registrars, including any named pursuant to Section 4.04.

(b) The Company shall enter into an appropriate agency agreement with any Registrar, Paying Agent or Conversion Agent (other than the Trustee). The agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.07. The Company may act as Paying Agent, Registrar, or co-registrar.

(c) The Company initially appoints the Trustee as Registrar, Conversion Agent and Paying Agent in connection with the Notes and its agency at the Corporate Trust Office of the Trustee, as a place where Definitive Notes may be presented for payment of principal or interest, for conversion or for registration of transfer or exchange.

(d) The Company shall pay principal of and interest on Global Notes registered in the name of or held by the Depositary or its nominee in immediately available funds to the Depositary or its nominee, as the case may be, as the registered holder of such Global Note.

Section 2.06 Money Held in Trust. Except as otherwise provided herein, by no later than 11:00 a.m., New York City time, on or prior to each due date of payments in respect of

any Note, the Company shall deposit with the Paying Agent a sum of money (in immediately available funds if deposited on the due date) sufficient to make such payments when so becoming due. The Company shall require each Paying Agent (other than the Trustee) to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the making of payments in respect of the Notes and shall notify the Trustee of any default by the Company in making any such payment. At any time during the continuance of any such default, the Paying Agent shall, upon the written request of the Trustee, forthwith pay to the Trustee all money so held in trust. If the Company or a Subsidiary or an Affiliate of either of them acts as Paying Agent, it shall segregate the money held by it as Paying Agent and hold it as a separate trust fund. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee and to account for any funds disbursed by it. Upon doing so, the Paying Agent shall have no further liability for the money.

Section 2.07 Noteholder Lists.

(a) The Registrar shall keep a register for the recordation of, and will record, the names and addresses of Holders, the Notes held by each Holder and the transfer, exchange, repurchase and conversion of Notes (the "**Register**"). The entries in the Register will be conclusive, and the parties may treat each person whose name is recorded in the Register pursuant to the terms hereof as a Holder hereunder for all purposes of this Indenture. The Register will be in written form or in any form capable of being converted into written form within a reasonably prompt period of time.

(b) The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Company shall cause to be furnished to the Trustee at least semiannually on April 1 and October 1 a listing of Holders dated within 15 days of the date on which the list is furnished and at such other times as the Trustee may request in writing, within 30 days after receipt by the Company of such request (or such lesser time as the Trustee may reasonably request in order to enable it to timely provide any notice to be provided by it hereunder), a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 2.08 Transfer and Exchange.

(a) *Provisions Applicable to All Transfers and Exchanges*.

(i) Subject to the restrictions set forth in this Section 2.08, Definitive Notes and beneficial interests in Global Notes may be transferred or exchanged from time to time as desired. Each such transfer or exchange of Definitive Notes will be noted by the Registrar in the Register. Each such transfer or exchange of beneficial interests in Global Notes is subject to provisions of Section 2.08(b) below.

(ii) All Notes issued upon any registration of transfer or exchange in accordance with this Indenture will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

(iii) No service charge will be imposed on any Holder of a Definitive Note or any owner of a beneficial interest in a Global Note for any exchange or registration of transfer, but each of the Company, the Trustee or the Registrar may require such Holder or owner of a beneficial interest to pay a sum sufficient to cover any tax or similar governmental charge required by law or permitted by this Indenture imposed in connection with such transfer or exchange because a holder requests any shares to be issued in a name other than such holder's name will be paid by such holder.

(iv) Unless the Company specifies otherwise, none of the Company, the Trustee, the Registrar or any co-registrar will be required to exchange or register a transfer of any Note (i) surrendered for conversion, except to the extent that any portion of such Note has not been surrendered for conversion or (ii) subject to a Fundamental Change Repurchase Notice validly delivered pursuant to Section 3.03 hereof, except to the extent any portion of such Note is not subject to a Fundamental Change Repurchase Notice.

(v) The Trustee will have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

(b) *In General; Transfer and Exchange of Beneficial Interests in Global Notes.* So long as the Notes are eligible for book-entry settlement with the Depositary, unless otherwise required by law, except to the extent required by Section 2.08(c) hereof:

(i) all Notes will be represented by one or more Global Notes;

(ii) every transfer and exchange of a beneficial interest in a Global Note will be effected through the Depositary in accordance with the Applicable Procedures and the provisions of this Indenture (including the restrictions on transfer set forth in Section 2.09 hereof); and

(iii) each Global Note may be transferred only as a whole and only (A) by the Depositary to a nominee of the Depositary, (B) by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or (C) by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(c) Transfer and Exchange of Global Notes.

(i) Notwithstanding any other provision of this Indenture, each Global Note will be exchanged for Definitive Notes if the Depositary delivers notice to the Company that: (A) the Depositary is unwilling or unable to continue to act as Depositary; or (B) the Depositary is no longer registered as a clearing agency under the Exchange Act; and, in each case, the Company promptly delivers a copy of such notice to the Trustee and the Company fails to appoint a successor Depositary within 90 days after receiving notice from the Depositary. In

each such case, each Global Note will be deemed surrendered to the Trustee for cancellation, and the Trustee will cause each Global Note to be cancelled in accordance with the Applicable Procedures, and the Company, in accordance with Section 2.04 hereof, will promptly execute, and, upon receipt of a Company Order, the Trustee, in accordance with Section 2.04 hereof, will promptly authenticate and deliver, for each beneficial interest in each Global Note so exchanged, an aggregate Principal Amount of Definitive Notes equal to the aggregate Principal Amount of such beneficial interest, registered in such names and in such authorized denominations as the Depositary specifies, and bearing any legends that such Definitive Notes are required to bear under Section 2.09 hereof.

(ii) In addition, if an Event of Default has occurred and is continuing, any owner of a beneficial interest in a Global Note may exchange such beneficial interest for Definitive Notes by delivering a written request to the Registrar.

(iii) In addition, beneficial interests in a Global Note may be exchanged for a Definitive Note upon request of a Depositary participant by written notice given to the Trustee by or on behalf of the Depositary in accordance with the Applicable Procedures.

In any such case, (A) the Registrar will deliver notice of such request to the Company and the Trustee, which notice will identify the owner of the beneficial interest to be exchanged, the aggregate Principal Amount of such beneficial interest and the CUSIP of the relevant Global Note; (B) the Company shall, in accordance with Section 2.04 hereof, promptly execute, and, upon receipt of a Company Order, the Trustee, in accordance with Section 2.04 hereof, will promptly authenticate and deliver, to such owner, for the beneficial interest so exchanged by such owner, Definitive Notes registered in such owner's name having an aggregate Principal Amount equal to the aggregate Principal Amount of such beneficial interest and bearing any legends that such Definitive Notes are required to bear under Section 2.09 hereof; and (C) the Registrar, in accordance with the Applicable Procedures, will cause the Principal Amount of such Global Note to be decreased by the aggregate Principal Amount of the beneficial interest so exchanged. If all of the beneficial interests in a Global Note are so exchanged, such Global Note will be deemed surrendered to the Trustee for cancellation, and the Trustee will cause such Global Note to be cancelled in accordance with its customary procedures and the Applicable Procedures.

(d) *Transfer and Exchange of Definitive Notes*. If Definitive Notes are issued, a Holder may:

(i) transfer a Definitive Note by: (A) surrendering such Definitive Note for registration of transfer to the Registrar, together with any endorsements or instruments of transfer required by any of the Company, the Trustee or the Registrar; (B) if such Definitive Note is a Restricted Note, delivering the transfer certificate attached hereto as Exhibit C and any other documentation that the Company, the Trustee or the Registrar reasonably require to ensure that such transfer complies with Section 2.09 hereof and any applicable securities laws; and (C) satisfying all other requirements for such transfer set forth in this Section 2.08 and Section 2.09 hereof. Upon the satisfaction of conditions (A), (B) and (C), the Company, in accordance with Section 2.04 hereof, will promptly execute and deliver to the Trustee, and the Trustee, upon receipt of a Company Order, will, in accordance with Section 2.04 hereof, promptly authenticate

and deliver, in the name of the designated transferee or transferees, one or more new Definitive Notes, of any authorized denominations, having like aggregate Principal Amount and bearing any restrictive legends required by Section 2.09 hereof.

(ii) exchange a Definitive Note for other Definitive Notes of any authorized denominations and aggregate Principal Amount equal to the aggregate Principal Amount of the Notes to be exchanged by surrendering such Notes, together with any endorsements or instruments of transfer required by any of the Company, the Trustee or the Registrar, at any office or agency maintained by the Company for such purposes pursuant to Section 4.04 hereof. Whenever a Holder surrenders Notes for exchange, the Company, in accordance with Section 2.04 hereof, will promptly execute and deliver to the Trustee, and the Trustee, upon receipt of a Company Order, will, in accordance with Section 2.04 hereof, promptly authenticate and deliver the Notes that such Holder is entitled to receive, bearing registration numbers not contemporaneously outstanding and any restrictive legends that such Definitive Notes are to bear under Section 2.09 hereof.

(iii) transfer or exchange a Definitive Note for a beneficial interest in a Global Note by (A) surrendering such Definitive Note for registration of transfer or exchange, together with any endorsements or instruments of transfer required by any of the Company, the Trustee or the Registrar, at any office or agency maintained by the Company for such purposes pursuant to Section 4.04 hereof; (B) if such Definitive Note is a Restricted Note, delivering any documentation the Company, the Trustee or the Registrar reasonably require to ensure that such transfer complies with Section 2.09 hereof and any applicable securities laws; (C) satisfying all other requirements for such transfer set forth in this Section 2.08 and Section 2.09 hereof; and (D) providing written instructions to the Trustee to make, or to direct the Registrar to make, an adjustment in its books and records with respect to the applicable Global Note to reflect an increase in the aggregate Principal Amount of the Notes represented by such Global Note, which instructions will contain information regarding the Depositary account to be credited with such increase. Upon the satisfaction of conditions (A), (B), (C) and (D), the Trustee will cancel such Definitive Note and cause, or direct the Registrar to cause, in accordance with the Applicable Procedures, the aggregate Principal Amount of Notes represented by such Global Note to be increased by the aggregate Principal Amount of such Definitive Note, and will credit or cause to be credited the account of the person specified in the instructions provided by the exchanging Holder in an amount equal to the aggregate Principal Amount of such Definitive Note. If no Global Notes are then outstanding, the Company, in accordance with Section 2.04 hereof, will promptly execute and deliver to the Trustee, and the Trustee, upon receipt of a Company Order, will, in accordance with Section 2.04 hereof, authenticate, a new Global Note in the appropriate aggregate Principal Amount.

Section 2.09 Transfer Restrictions.

(a) *Restricted Notes*.

(i) Every Note (and all securities issued in exchange therefor or substitution thereof, except any shares of the Common Stock issued upon conversion thereof) that bears, or that is required under this Section 2.09 to bear, the Restricted Notes Legend will be deemed to be a "**Restricted Note**." Each Restricted Note will be subject to the restrictions on

transfer set forth in this Indenture (including in the Restricted Notes Legend) and will bear the Restricted Notes CUSIP unless such restrictions on transfer are eliminated or otherwise waived by written consent of the Company, and each Holder of a Restricted Note, by such Holder's acceptance of such Restricted Note, will be deemed to be bound by the restrictions on transfer applicable to such Restricted Note.

(ii) Until the Resale Restriction Termination Date, any Note (or any security issued in exchange therefor or substitution thereof, except any shares of Common Stock issued upon the conversion thereof) will bear the Restricted Notes Legend unless:

(A) such Note, since last held by the Company or an affiliate of the Company (within the meaning of Rule 144), if ever, was transferred (1) to a person other than (x) the Company or (y) an affiliate of the Company (within the meaning of Rule 144) and (2) pursuant to a registration statement that was effective under the Securities Act at the time of such transfer;

(B) such Note was transferred (1) to a person other than (x) the Company or (y) an affiliate of the Company (within the meaning of Rule 144), and (2) pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act; or

(C) the Company delivers written notice to the Trustee and the Registrar stating that the Restricted Notes Legend may be removed from such Note.

(iii) In addition, until the Resale Restriction Termination Date:

(A) no transfer of any Note will be registered by the Registrar prior to the Resale Restriction Termination Date unless the transferring Holder delivers the form of Transfer Certificate set forth on the Note, with the appropriate box checked, to the Trustee; and

(B) the Registrar will not register any transfer of any Note that is a Restricted Note to a person that has been an affiliate of the Company (within the meaning of Rule 144) within the three months immediately preceding the date of such proposed transfer.

(iv) On and after the Resale Restriction Termination Date, any Note (or any security issued in exchange therefor or substitution thereof, except any shares of Common Stock issued upon the conversion thereof) will bear the Restricted Notes Legend at any time the Company reasonably determinates that, to comply with law, such Note (or such securities issued in exchange for or substitution of a Note) must bear the Restricted Notes Legend.

(b) *Restricted Stock*.

(i) Every share of Common Stock that bears, or that is required under this Section 2.09 to bear, the Restricted Stock Legend will be deemed to be "**Restricted Stock**." Each share of Restricted Stock will be subject to the restrictions on transfer set forth in

this Indenture (including in the Restricted Stock Legend), unless such restrictions on transfer are eliminated or otherwise waived by written consent of the Company, and each Holder of Restricted Stock, by such Holder's acceptance of Restricted Stock, will be deemed to be bound by the restrictions on transfer applicable to such Restricted Stock.

(ii) Until the Resale Restriction Termination Date, any share of Common Stock issued upon the conversion of a Note will be issued in definitive form and will bear the Restricted Stock Legend unless:

(A) such share of Common Stock was transferred (1) to a person other than (x) the Company or (y) an affiliate of the Company (within the meaning of Rule 144) and (2) pursuant to a registration statement that was effective under the Securities Act at the time of such conversion;

(B) such share of Common Stock was transferred (1) to a person other than (x) the Company or (y) an affiliate of the Company (within the meaning of Rule 144), and (2) pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act;

(C) such Note, regardless of whether bearing the Restricted Notes Legend, was not, at the time of its conversion, required to bear the Restricted Notes Legend pursuant to Section 2.09(a) hereof and such Common Stock was issued to a person other than (1) the Company or (2) an affiliate of the Company (within the meaning of Rule 144); or

(D) the Company delivers written notice to the Trustee, the Registrar and the transfer agent for the Common Stock stating that such share of Common Stock need not bear the Restricted Stock Legend.

(iii) On and after the Resale Restriction Termination Date, any share of the Common Stock will be issued in definitive form and will bear the Restricted Stock Legend at any time the Company reasonably determinates that, to comply with law, such share of Common Stock must bear the Restricted Stock Legend.

(c) As used in this Section 2.09, the term "**transfer**" means any sale, pledge, transfer, loan, hypothecation or other disposition whatsoever of any Restricted Note, any interest therein or any Restricted Stock.

Section 2.10 Expiration of Restrictions.

(a) *Definitive Notes*. Any Definitive Note (or any Note issued in exchange or substitution therefor) that bears the Restricted Notes Legend and that has been transferred, replaced or exchanged on or after the Resale Restriction Termination Date or that has been transferred pursuant to a registration statement that has been declared effective under the Securities Act may be exchanged for a new Note or Notes of like tenor and aggregate Principal Amount that do not bear the Restricted Notes Legend unless the Company reasonably determines that, to comply with law, such Note must bear the Restricted Notes Legend. To exercise such right of exchange, the Holder of such Note must surrender such Note in accordance with the

provisions of Section 2.08 hereof and deliver to the Registrar and the Company any additional documentation reasonably requested by the Company, the Trustee or the Registrar in connection with such exchange.

(b) *Common Stock.* Any certificate representing shares of Common Stock that bears the Restricted Stock Legend and that has been transferred, replaced or exchanged on or after the Resale Restriction Termination Date or that has been transferred pursuant to a registration statement that has been declared effective under the Securities Act may be exchanged for a new certificate or certificates representing such shares of Common Stock that do not bear the Restricted Stock Legend unless the Company reasonably determines that, to comply with law, such shares of Common Stock must bear the Restricted Stock Legend. To exercise such right of exchange, the Holder of such Common Stock must surrender such shares of Common Stock in accordance with the procedures of the transfer agent for the Common Stock at such time and deliver to such transfer agent and the Company any additional documentation reasonably requested by the Company or the transfer agent for Common Stock in connection with such exchange.

(c) *Global Notes; Resale Restriction Termination Date.*

(i) If, on the Resale Restriction Termination Date, or the next succeeding Business Day if the Resale Restriction Termination Date is not a Business Day, any Notes are represented by a Global Note that is a Restricted Note (any such Global Note, a "**Restricted Global Note**"), the Company may automatically exchange every beneficial interest in each Restricted Global Note for beneficial interests in Global Notes that are not subject to the restrictions set forth in the Restricted Notes Legend and in Section 2.09 hereof.

(ii) The Company may effect any such automatic exchange as follows: (A) deliver to the Depositary an instruction letter for the Depositary's mandatory exchange process and (B) deliver (1) to each of the Trustee and the Registrar a duly completed Free Transferability Certificate and (2) to the transfer agent for the Common Stock, the Transfer Agent Notice. The first date on which both the Trustee and the Registrar have received the Free Transferability Certificate and the transfer agent for the Common Stock has received the Transfer Agent Notice will be known as the "**Mandatory Exchange Date**."

(A) Immediately upon receipt of the Free Transferability Certificate by each of the Trustee and the Registrar and receipt of the Transfer Agent Notice by the transfer agent for the Common Stock:

(1) the Restricted Notes Legend will be deemed removed from each of the Global Notes specified in such Free Transferability Certificate, and the Restricted Notes CUSIP and the Restricted Notes ISIN will be deemed removed from each of such Global Notes and deemed replaced with the Unrestricted Notes CUSIP and the Unrestricted Notes ISIN (or, if required by the Depositary, the Company and the Trustee shall cooperate to cause the execution and authentication of a replacement Global Note bearing the Unrestricted Notes CUSIP and the Unrestricted Notes ISIN pursuant to the terms hereof);

(2) the Restricted Stock Legend will be deemed removed from any shares of Common Stock previously issued upon conversion of the Notes and the CUSIP number will be deemed removed from each such share of Common Stock and deemed replaced with the Unrestricted Stock CUSIP; and

(3) thereafter, any shares of Common Stock issued upon conversion of the Notes will be assigned the Unrestricted Stock CUSIP and will not bear the Restricted Stock Legend (except as provided in Section 2.09(b) hereof).

(B) Promptly after the Mandatory Exchange Date, the Company will provide Bloomberg with a copy of the Free Transferability Certificate and will use reasonable efforts to cause Bloomberg to adjust its screen page for the Notes to indicate that the Notes are no longer Restricted Notes and are now identified by the Unrestricted Notes CUSIP.

(iii) Prior to the Company's delivery of the Free Transferability Certificate and afterwards, the Company and the Trustee will comply with the Applicable Procedures, and the Trustee will cooperate with the Company in its efforts to cause each Global Note to be identified by the Unrestricted Notes CUSIP in the facilities of the Depositary on the date the Free Transferability Certificate is delivered to the Trustee and the Registrar or as promptly as possible thereafter.

Section 2.11 Replacement Notes. If (i) any mutilated Note is surrendered to the Trustee, or (ii) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note, and there is delivered to the Company and the Trustee such security and/or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Trustee that such Note has been acquired by a protected purchaser within the meaning of Article 8 of the Uniform Commercial Code as in effect from time to time in the State of New York (a "**Protected Purchaser**"), the Company shall execute and upon a Company Request the Trustee shall authenticate and deliver, in exchange for any such mutilated Note or in lieu of any such destroyed, lost or stolen Note, a new Note of like tenor and Principal Amount, bearing a number not contemporaneously outstanding.

(a) In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, or is about to be repurchased by the Company pursuant to Article 3 hereof, the Company in its discretion may, instead of issuing a new Note, pay or repurchase such Note, as the case may be.

(b) Upon the issuance of any new Notes under this Section 2.11, the Company or the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

(c) Every new Note issued pursuant to this Section 2.11 in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Company, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(d) The provisions of this Section 2.11 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.12 Outstanding Notes.

(a) Notes outstanding at any time are all the Notes authenticated by the Trustee except for those cancelled by it, those paid pursuant to Section 2.11 and delivered to it for cancellation and those described in this Section 2.12 as not outstanding. A Note does not cease to be outstanding because the Company or an Affiliate thereof holds the Note; *provided*, *however*, that in determining whether the Holders of the requisite Principal Amount of Notes have given or concurred in any request, demand, authorization, direction, notice, consent or waiver hereunder, Notes owned by the Company or any other obligor upon the Notes or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Responsible Officer of the Trustee actually knows to be so owned shall be so disregarded. Subject to the foregoing, only Notes outstanding at the time of such determination shall be considered in any such determination (including, without limitation, determinations pursuant to Articles 6 and 9).

(b) If a Note is replaced pursuant to Section 2.11, the replaced Note ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to each of them that the replaced Note is held by a Protected Purchaser.

(c) If the Paying Agent holds, in accordance with this Indenture, on a Fundamental Change Repurchase Date or on Stated Maturity, money sufficient to pay all Notes payable on that date, then immediately after such Fundamental Change Repurchase Date or Stated Maturity, as the case may be, such Notes shall cease to be outstanding, and interest on such Notes shall cease to accrue whether or not the Note is delivered to the Paying Agent.

(d) If a Note is converted in accordance with Article 10 hereof, then from and after the time of conversion on the Conversion Date, such Note shall cease to be outstanding and interest shall cease to accrue on such Note.

(e) In addition, if the Company, any other obligor or an Affiliate of the Company or an Affiliate of such other obligor holds a Note, such Note will be disregarded and deemed not to be outstanding for purposes of determining whether the Holders of the requisite aggregate Principal Amount of Notes have given or concurred in any request, demand, authorization, direction, notice, consent, waiver or other action hereunder. Subject to the foregoing, only Notes outstanding at the time of any such determination will be considered in such determination (including, determinations pursuant to Articles 6 and 9 hereof).

Section 2.13 Temporary Notes. Pending the preparation of Definitive Notes, the Company may execute, and the Trustee upon receipt of a Company Order shall authenticate

and deliver, temporary Notes ("**Temporary Notes**") which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the Definitive Notes in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Temporary Notes may determine, as conclusively evidenced by their execution of such Temporary Notes.

If Temporary Notes are issued, the Company shall cause Definitive Notes to be prepared without unreasonable delay. After the preparation of Definitive Notes, the Temporary Notes shall be exchangeable for Definitive Notes upon surrender of the Temporary Notes at the office or agency of the Company designated for such purpose pursuant to Section 4.04, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Notes, the Company shall execute and the Trustee upon receipt of a Company Order shall authenticate and deliver in exchange therefor a like Principal Amount of Definitive Notes of authorized denominations. Until so exchanged the temporary Notes shall in all respects be entitled to the same benefits under this Indenture as Definitive Notes.

Section 2.14 Cancellation. All Notes surrendered for payment, repurchased by the Company pursuant to Article 3, conversion or registration of transfer or exchange shall, if surrendered to any person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it at the written direction of the Company. The Company may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Trustee. The Company may not issue new Notes to replace Notes that it has paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article 10. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.14, except as expressly permitted by this Indenture. All cancelled Notes held by the Trustee shall be disposed of by the Trustee in accordance with the Trustee's customary procedure, upon written request and at the expense of the Company.

Section 2.15 Persons Deemed Owners. Prior to due presentment of a Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the person in whose name such Note is registered in the Register as the owner of such Note for the purpose of receiving payment of the Principal Amount, Fundamental Change Repurchase Price, and interest, on such Note, for the purpose of conversion and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Company, the Trustee or any agent of the Company or the Trustee shall be affected by notice to the contrary.

Section 2.16 Additional Notes; Repurchases. The Company may also from time to time repurchase Notes in open market purchases or in negotiated transactions without delivering prior notice to Holders.

Section 2.17 CUSIPs. Until the Restricted Notes Legend is removed from a Note pursuant to Section 2.10 hereof, the Company shall use the Restricted Notes CUSIP and ISIN numbers (if then generally in use) for such Note. After the Restricted Notes Legend is removed from a Note as described in Section 2.10 hereof, the Company shall use the Unrestricted Notes CUSIP and Unrestricted Notes ISIN numbers for such Note. The Trustee

may use CUSIP and ISIN numbers in notices as a convenience to Holders; *provided*, *however*, that neither the Company nor the Trustee will have any responsibility for any defect in the CUSIP or ISIN number that appears on any Note, check, advice of payment or notice, and any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice and that reliance may be placed only on the other identification numbers printed on the Notes, and any action taken in connection with such a notice shall not be affected by any defect in, or omission of, such numbers. The Company shall promptly notify the Trustee in writing of any change in the CUSIP or ISIN numbers.

Section 2.18 Ranking. The obligations of the Company arising under or in connection with this Indenture and every outstanding Note issued under this Indenture from time to time constitute and shall constitute a general unsecured obligation of the Company, ranking equal in right of payment to all other existing and future senior unsecured and unsubordinated indebtedness of the Company and ranking senior in right of payment to any future indebtedness of the Company that is expressly made subordinate to the Notes by the terms of such indebtedness.

ARTICLE III

REPURCHASES

Section 3.01 No Company Right to Redeem. The Company will not have any right to redeem the Notes before the Maturity Date through the operation of any sinking fund or otherwise.

Section 3.02 Repurchase of Notes at Option of the Holder Upon Fundamental Change. If prior to the Stated Maturity, there shall have occurred a Fundamental Change, each Holder shall have the right, at such Holder's option, to require the Company to repurchase for cash all or any portion of such Holder's Note such that the Principal Amount of such Note equals $1,000 or an integral multiple of $1,000 in excess thereof at a repurchase price specified in paragraph 5 of the Notes (the "**Fundamental Change Repurchase Price**"), as of the date specified by the Company in the Fundamental Change Notice for such Fundamental Change that is no earlier than 20 Business Days, and no later than 35 Business Days, after the Fundamental Change Notice Date (the "**Fundamental Change Repurchase Date**"), subject to satisfaction by or on behalf of the Holder of the requirements set forth in Section 3.03.

Section 3.03 Fundamental Change Notice.

(a) On or before the 20th calendar day immediately following the effective date of a Fundamental Change, the Company shall deliver a written notice to the Trustee, the Paying Agent and to each Holder at their addresses shown in the Register (and to beneficial owners of a Global Note, as required by applicable law) of, and issue a press release (and make the press release available on its web site) in respect of the occurrence of, the Fundamental Change and of the resulting repurchase right (such notice, the "**Fundamental Change Notice**," and the date of mailing of such notice, the "**Fundamental Change Notice Date**"). The Fundamental Change Notice shall include a form of Fundamental Change Repurchase Notice to be completed by the Holder and shall state:

(i) briefly, the events causing a Fundamental Change;

(ii) the effective date of such Fundamental Change, and whether the Fundamental Change is a Make-Whole Fundamental Change, in which case, the Fundamental Change Effective Date;

(iii) the last date by which the Fundamental Change Repurchase Notice pursuant to this Article 3 must be given;

(iv) the Fundamental Change Repurchase Price;

(v) the Fundamental Change Repurchase Date;

(vi) if applicable, the name and address of the Paying Agent and the Conversion Agent;

(vii) if applicable, the applicable Conversion Rate and any adjustments thereto resulting from the Fundamental Change;

(viii) if applicable, that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted pursuant to Article 10 hereof only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture; and

(ix) the procedures Holders must follow to require the Company to repurchase their Notes;

(b) *Failure or Defect*. Notwithstanding anything provided elsewhere in this Indenture, neither the failure of the Company to deliver a Fundamental Change Notice nor a defect in a Fundamental Change Notice delivered by the Company will limit the repurchase rights of any Holder under this Article 3 or impair or otherwise affect the validity of any proceedings relating to the repurchase of any Note pursuant to this Article 3.

(c) To exercise its rights specified in Section 3.02, a Holder must deliver the Notes to be repurchased, duly endorsed for transfer, together with a written notice of repurchase (a "**Fundamental Change Repurchase Notice**") and the form entitled "Form of Fundamental Change Repurchase Notice" on the reverse side of the Notes, duly completed, to the Paying Agent at any time on or prior to the Close of Business on the Scheduled Trading Day immediately preceding the Fundamental Change Repurchase Date. If the Notes are not in certificated form, the Holder must comply with the Depositary's procedures for surrendering interests in Global Notes. The Fundamental Change Repurchase Notice must state:

(i) if Definitive Notes have been issued, the certificate number of the Notes to be delivered for repurchase;

(ii) the portion of the Principal Amount of the Note which the Holder will deliver to be repurchased, which portion must have a Principal Amount equal to $1,000 or an integral multiple of $1,000 in excess thereof; and

(iii) that such Note shall be repurchased pursuant to the terms and conditions specified in Section 3.02 and this Section 3.03 of this Indenture and the applicable provisions of the Notes;

provided, *however*, that if the Notes are Global Notes, the Fundamental Change Repurchase Notice must comply with the appropriate procedures of the Depositary.

The delivery of such Note to the Paying Agent prior to, on or after the Fundamental Change Repurchase Date (together with all necessary endorsements) at the offices of the Paying Agent shall be a condition to the receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided*, *however*, that such Fundamental Change Repurchase Price shall be so paid pursuant to this Article 3 only if the Note so delivered to the Paying Agent shall conform in all respects to the description thereof set forth in the related Fundamental Change Repurchase Notice.

The Company shall repurchase from the Holder thereof, pursuant to this Section 3.03, a portion of a Note if the Principal Amount repurchased equals $1,000 or an integral multiple of $1,000 in excess thereof. Provisions of this Indenture that apply to the repurchase of all of a Note also apply to the repurchase of such portion of such Note.

Notwithstanding anything herein to the contrary, any Holder delivering to the Paying Agent the Fundamental Change Repurchase Notice contemplated by this Section 3.03 shall have the right to withdraw such Fundamental Change Repurchase Notice at any time prior to the Close of Business on the Scheduled Trading Day immediately preceeding the Fundamental Change Repurchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 3.04(b).

(d) The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written withdrawal thereof.

(e) The Company shall not be required to comply with this Section 3.03 if a third party mails a written notice of Fundamental Change in the manner, at the times and otherwise in compliance with this Section 3.03 and repurchases all Notes for which a Fundamental Change Repurchase Notice shall be delivered and not withdrawn.

Section 3.04 Effect of Fundamental Change Repurchase Notice.

(a) Upon receipt by the Paying Agent of the Fundamental Change Repurchase Notice specified in Section 3.03, the Holder of the Note in respect of which such Fundamental Change Repurchase Notice was given shall (unless such Fundamental Change Repurchase Notice is withdrawn as specified in the following clause 3.04(b) below) thereafter be entitled to receive solely the Fundamental Change Repurchase Price upon delivery or transfer of the Note. Holders shall receive payment of such Fundamental Change Repurchase Price promptly following the later of (i) the Fundamental Change Repurchase Date and (ii) the time of book-entry

transfer or delivery of the Note to the Paying Agent in accordance with Section 3.03. If the Paying Agent holds funds on the Fundamental Change Repurchase Date sufficient to pay the Fundamental Change Repurchase Price of the Note on the Fundamental Change Repurchase Date, then:

(i) the Note shall cease to be outstanding and interest thereon, if any, shall cease to accrue (whether or not book-entry transfer of the Note is made or whether or not the Note is delivered to the Paying Agent); and

(ii) all other rights of the Holder shall terminate (other than the right to receive the Fundamental Change Repurchase Price and previously accrued and unpaid interest, if any, upon book-entry transfer or delivery or transfer of the Note).

Notes in respect of which a Fundamental Change Repurchase Notice has been given by the Holder thereof may not be converted pursuant to Article 10 hereof on or after the date of the delivery of such Fundamental Change Repurchase Notice, unless such Fundamental Change Repurchase Notice has first been validly withdrawn as specified in the following two paragraphs.

(b) A Fundamental Change Repurchase Notice may be withdrawn by means of a written notice of withdrawal delivered to the office of the Paying Agent in accordance with the Fundamental Change Repurchase Notice at any time prior to the Close of Business on the Scheduled Trading Day immediately preceding the Fundamental Change Repurchase Date specifying:

(i) if certificated Notes have been issued, the certificate numbers of the Notes being withdrawn,

(ii) the Principal Amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the Principal Amount, if any, of such Note which remains subject to the original Fundamental Change Repurchase Notice, which must be $1,000 or an integral multiple thereof and which has been or will be delivered for repurchase by the Company;

provided, *however*, that if the Notes are Global Notes, the notice must comply with appropriate procedures of the Depositary.

(c) Upon receipt of a validly delivered withdrawal notice, the Paying Agent will promptly (i) if such notice pertains to a Definitive Note or a portion of a Definitive Note, return such Note or portion of a Note to such Holder, and (ii) if such notice pertains to a beneficial interest in a Global Note, in compliance with the Applicable Procedures, deem to be cancelled any instructions for book-entry transfer of such beneficial interest.

(d) If any Holder validly delivers to the Paying Agent a notice of withdrawal with respect to a Note or any portion of a Note, the Paying Agent will promptly deliver to the Company a copy of such notice of withdrawal.

Section 3.05 Covenant Not to Repurchase Notes in Certain Circumstances. There shall be no repurchase of any Notes pursuant to this Article 3 if the Principal Amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the Fundamental Change Repurchase Date (except in the case of an acceleration resulting from a Default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes). The Paying Agent will promptly return to the respective Holders thereof any Notes (x) with respect to which a Fundamental Change Repurchase Notice has been withdrawn in compliance with this Indenture, or (y) held by it during the continuance of an acceleration (except in the case of an acceleration resulting from a Default by the Company in the payment of the Fundamental Change Repurchase Price with respect to such Notes) in which case, upon such return, the Fundamental Change Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

Section 3.06 Deposit of Fundamental Change Repurchase Price. Prior to 11:00 a.m., New York City time, on the Fundamental Change Repurchase Date, the Company shall deposit with the Trustee or with the Paying Agent (or, if the Company or a Subsidiary or an Affiliate of either of them is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 2.06 hereof) an amount of money (in immediately available funds if deposited on such Business Day) sufficient to pay the aggregate Fundamental Change Repurchase Price of all the Notes or portions thereof which are to be repurchased as of the Fundamental Change Repurchase Date.

Section 3.07 Notes Repurchased in Part. Any Definitive Note which is to be repurchased only in part shall be surrendered at the office of the Paying Agent (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the Company shall execute, and the Trustee shall authenticate and deliver, to the Holder of such Note, without service charge, a new Note or Notes, of any authorized denomination or denominations requested by such Holder in aggregate Principal Amount equal to, and in exchange for, the portion of the Principal Amount of the Note so surrendered which is not repurchased. If any Global Note is repurchased in part, the Company shall instruct the Registrar to decrease the Principal Amount of such Global Note by the Principal Amount repurchased. Any Notes that are repurchased or owned by the Company whether or not in connection with a Fundamental Change shall be submitted to the Trustee for cancellation in accordance with Section 2.14 and will be duly retired by the Company.

Section 3.08 Covenant to Comply With Securities Laws Upon Repurchase of Notes. In connection with any offer to repurchase or repurchase of Notes under Section 3.02 hereof, the Company shall, to the extent applicable, (i) comply with Rule 13e-4 (or any successor provision) and Rule 14e-1 (or any successor provision) and any other applicable tender offer rules under the Exchange Act, (ii) file the related Schedule TO (or any successor schedule, form or report), if required, under the Exchange Act, and (iii) otherwise comply with any applicable U.S. federal and state securities laws so as to permit the rights and obligations under Section 3.02 to be exercised hereof in the time and in the manner specified in Sections 3.02 and 3.03 hereof.

Section 3.09 Repayment to the Company. The Trustee and the Paying Agent shall return to the Company any cash that remains unclaimed as provided in paragraph 10 of the

Notes, together with interest thereon (subject to the provisions of Section 7.01(e)), held by them for the payment of the Fundamental Change Repurchase Price; *provided*, *however*, that to the extent that the aggregate amount of cash deposited by the Company pursuant to Section 3.06 exceeds the aggregate Fundamental Change Repurchase Price, with respect to, the Notes or portions thereof which the Company is obligated to repurchase as of the Fundamental Change Repurchase Date, whether as a result of withdrawal or otherwise, then promptly after the Business Day following the Fundamental Change Repurchase Date, the Trustee shall return any such excess to the Company together with interest thereon, if any (subject to the provisions of Section 7.01(e)).

ARTICLE IV

COVENANTS

Section 4.01 Payment of Notes. The Company shall promptly make all payments of the Principal Amount of, Fundamental Change Repurchase Price for, interest on, and the Conversion Obligation in respect of, the Notes on the dates and in the manner provided in the Notes or pursuant to this Indenture. Any amounts to be given to the Trustee or Paying Agent, shall be deposited with the Trustee or Paying Agent by 11:00 a.m., New York City time, by the Company. The Principal Amount, Fundamental Change Repurchase Price and interest, as well as the cash portion of the Conversion Obligation, shall be considered paid on the applicable date due if on such date the Trustee or the Paying Agent holds, in accordance with this Indenture, money sufficient to pay all such amounts when due. The portion of the Conversion Obligation that consists of Common Stock (or other securities) shall be considered paid on the applicable date due if on such date the transfer agent for the Common Stock holds, in accordance with this Indenture, a number of shares of Common Stock (or other securities) sufficient to pay all such amounts then due.

The Company shall, to the extent permitted by law, pay interest on overdue amounts at the rate per annum set forth in paragraph 1 of the Notes, compounded semiannually, which interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for.

Section 4.02 SEC and Other Reports; 144A Information.

(a) The Company shall deliver to the Trustee copies of all quarterly and annual reports on Forms 10-Q and 10-K, respectively, that the Company is required to deliver to the SEC and any other documents, or reports that the Company is required to file with the SEC under Sections 13 or 15(d) of the Exchange Act (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) within 15 days after the date on which the Company is required to file the same with the SEC (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). At any time the Company is not subject to Sections 13 or 15(d) of the Exchange Act, the Company shall, so long as any of the Notes or any shares of Common Stock delivered upon conversion thereof shall, at such time, constitute “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, promptly provide to the Trustee and shall, upon written request, provide to any Holder,

beneficial owner or prospective purchaser of such Notes or any shares of Common Stock issued upon conversion of such Notes, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act to facilitate the resale of such Notes or shares of Common Stock pursuant to Rule 144A under the Securities Act. The Company shall take such further action as any Holder or beneficial owner of such Notes or such Common Stock may reasonably request to the extent required from time to time to enable such Holder or beneficial owner to sell such Notes or shares of Common Stock in accordance with Rule 144A under the Securities Act, as such rule may be amended from time to time.

Documents filed by the Company with the SEC via the EDGAR system will be deemed to be furnished to the Trustee at the time such document is filed via the EDGAR system; *provided*, *however*, that the Trustee will have no responsibility whatsoever to determine whether the Company has made any filing via the EDGAR system.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of the same shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates). The Trustee shall have no responsibility or liability for the filing, timeliness or content of any report required under this Section 4.02 or any other reports, information and documents required under this Indenture (aside from any report that is expressly the responsibility of the Trustee subject to the terms hereof).

(b) If, at any time during the period beginning on, and including, the date that is six months after the last date of original issuance of the Notes and ending on, but not including, the Free Trade Date (or the next succeeding Business Day if the Free Trade Date is not a Business Day), the Company fails to timely file (any document or report that it is required to file with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, as applicable (after giving effect to all applicable grace periods thereunder and other than current reports on Form 8–K), or the Notes are not otherwise Freely Tradable (as a result of restrictions pursuant to U.S. securities law, the terms of this Indenture or the terms of the Notes), the Company shall pay additional interest (the "**Special Interest**") on the Notes. The Special Interest will accrue at a rate equal to 0.50% per annum on the Principal Amount of then outstanding Notes on each day during such period for which the failure of the Company to file has occurred and is continuing or the Notes are not Freely Tradable. Any Special Interest payable on a Note will be payable at the same time, in the same manner and to the same Holder as the stated interest on such Note.

(c) In addition, if the Notes are not Freely Tradable (without restrictions pursuant to U.S. securities law, the terms of this Indenture or the terms of the Notes) at all times on and after the Free Trade Date (or the next succeeding Business Day if the Free Trade Date is not a Business Day), the Company shall pay additional interest (the "**Additional Interest**") on the Notes. The Additional Interest will accrue on each day on and after the Free Trade Date on which the Notes are not so Freely Tradable at a rate of 0.50% per annum on the Principal Amount of then outstanding Notes. Any Additional Interest payable on a Note will be payable at the same time, in the same manner and to the same Holder as the stated interest on such Note.

(d) Notwithstanding anything to the contrary in the foregoing Sections 4.02(b) and (c), if, on any day, (i) the Company has filed a shelf registration statement for the resale of the Notes and any Common Stock issued upon conversion of the Notes, (ii) such shelf registration statement is effective and usable by Holders for the resale of the Notes and any Common Stock issued upon conversion of the Notes, and (iii) the Holders may register the resale of their Notes under such shelf registration statement on terms customary for the resale of convertible securities offered in reliance on Rule 144A, then neither Special Interest nor Additional Interest will accrue on such day.

(e) If the Company is required to pay Special Interest or Additional Interest on any Note, no later than three Business Days prior to the date on which such Special Interest or Additional Interest is scheduled to be paid, the Company shall provide to the Trustee (and if the Trustee is not the Paying Agent, to the Paying Agent) an Officers' Certificate, which Officers' Certificate will state (i) that the Company expects to pay Special Interest or Additional Interest, as applicable, pursuant to this Section 4.02, (ii) the amount of such Special Interest or Additional Interest, as applicable, that the Company is required to pay under this Section 4.02, (iii) the amount of such Special Interest or Additional Interest, as applicable, that the Company will pay, (iv) the scheduled date on which such Special Interest or Additional Interest, as applicable, will be paid to Holders and (v) a direction that the Trustee (or, if the Trustee is not the Paying Agent, the Paying Agent) pay such Special Interest or Additional Interest, as applicable, to the extent it receives funds from the Company to do so, on the scheduled payment date for such Special Interest or Additional Interest, as applicable. The Trustee will not have any duty or responsibility to any Holder to determine whether any Special Interest or Additional Interest is payable, or, if any Special Interest or Additional Interest is payable, the amount of such Special Interest or Additional Interest that is payable.

Section 4.03 Compliance Certificate. The Company shall deliver to the Trustee within 120 days after the end of each fiscal year of the Company (beginning with the fiscal year ending on December 31, 2012) an Officers' Certificate, stating whether or not to the knowledge of the signers thereof the Company is, or was during the previous fiscal year, in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

Section 4.04 Maintenance of Office or Agency. The Company shall maintain an office or agency of the Trustee, Registrar, Paying Agent and Conversion Agent (which will be in the borough of Manhattan, New York City) where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer, exchange for other Notes, repurchase or conversion and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Trustee's office specified in Section 12.02 shall initially be such office or agency for all of the aforesaid purposes. The Company shall give prompt written notice to the Trustee of the location, and of any change in the location, of any such office or agency (other than a change in the location of the office of the Trustee). If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 12.02.

The Company may also from time to time and in accordance with Section 2.05 hereof, designate one or more other offices or agencies (which will be in the borough of Manhattan, New York City) where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations.

Section 4.05 Restriction on Repurchases. The Company agrees that it will not and it will not permit any affiliates of the Company (within the meaning of Rule 144) to resell any Notes that have been reacquired by any of them, except, in the case of sales by any affiliate of the Company (within the meaning of Rule 144) in transactions registered under the Securities Act.

Section 4.06 Corporate Existence. Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company.

Section 4.07 Par Value Limitation. The Company shall not take any action that, after giving effect to any adjustment pursuant to Sections 10.05 or 10.06 hereof, would result in the Conversion Price becoming less than the par value of one share of Common Stock.

Section 4.08 Stay, Extension and Usury Laws. The Company covenants that, to the extent that it may lawfully do so, it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company, to the extent that it may lawfully do so, hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will instead suffer and permit the execution of every such power as though no such law has been enacted.

ARTICLE V

CONSOLIDATION, MERGER AND SALE OF ASSETS

Section 5.01 When Company May Merge or Transfer Assets. The Company shall not consolidate with or merge with or into any other person or convey, transfer or lease all or substantially all its properties and assets to another person, unless:

(a) either (i) the Company shall be the continuing person or (ii) the person (if other than the Company) formed by such consolidation or into which the Company is merged or the person which acquires by conveyance, transfer or lease all or substantially all the properties and assets of the Company (A) shall be organized and validly existing under the laws of the United States, any State thereof or the District of Columbia and (B) shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the obligations of the Company under the Notes and this Indenture;

(b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing; and

(c) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article 5 and that all conditions precedent herein provided for relating to such transaction have been satisfied.

The successor person (if other than the Company) formed by such consolidation or into which the Company is merged or the successor person to which such conveyance, transfer or lease is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor had been named as the Company herein; and thereafter, except in the case of a lease and obligations the Company may have under a supplemental indenture pursuant to Section 10.08, the Company shall be discharged from all obligations and covenants under this Indenture and the Notes. Subject to Section 9.06, the Company, the Trustee and the successor person shall enter into a supplemental indenture to evidence the succession and substitution of such successor person and such discharge and release of the Company.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01 Events of Default.

(a) Each of the following is an "**Event of Default**":

(i) Default in the payment of the Principal Amount of any Note when due and payable at its Stated Maturity, upon required repurchase in connection with a Fundamental Change, upon declaration of acceleration or otherwise;

(ii) Default in the payment of any interest upon any Note when due and payable and continuance of such Default for a period of 30 days;

(iii) Default in the performance, or breach, of any covenant or agreement of the Company in this Indenture (other than a covenant or agreement a Default in whose performance or whose breach is specifically dealt with in clauses (i), (ii) or (vi) of this Section 6.01(a)), and continuance of such default or breach for a period of 60 days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate Principal Amount of the outstanding Notes (any such notice must specify the Default, demand that it be remedied and state that such notice is a "**Notice of Default**");

(iv) a Default or Defaults under any bonds, debentures, notes or other evidences of indebtedness (other than the Notes) having, individually or in the aggregate, a principal or similar amount outstanding of at least $15.0 million, whether such indebtedness now

exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $15.0 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be;

(v) the failure by the Company to comply with the obligation to convert the Notes into Common Stock, cash or a combination of cash and Common Stock, as applicable, in accordance with Article 10 hereof upon exercise of a Holder's conversion right and such failure continues for 5 days;

(vi) failure by the Company to provide a Fundamental Change Notice pursuant to Section 3.03(a) when due and such failure continues for 5 days;

(vii) the Company or any Subsidiary that is a Significant Subsidiary (or any group of subsidiaries that, taken together, would constitute a Significant Subsidiary) pursuant to or within the meaning of any Bankruptcy Law:

(A) commences a voluntary case or proceeding;

(B) consents to the entry of an order for relief against it in an involuntary case or proceeding or the commencement of any case against it;

(C) consents to the appointment of a Custodian of it or for any substantial part of its property;

(D) makes a general assignment for the benefit of its creditors;

(E) generally is unable to pay its debts as the same become due; or

(viii) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(A) is for relief against the Company or any Significant Subsidiary (or any group of subsidiaries that, taken together, would constitute a Significant Subsidiary) in an involuntary case or proceeding; or

(B) appoints a Custodian of the Company or any Significant Subsidiary (or any group of subsidiaries that, taken together, would constitute a Significant Subsidiary) or for all or any substantially all of the property of the Company; or

(C) orders the winding up or liquidation of the Company or any Significant Subsidiary (or any group of subsidiaries that, taken together, would constitute a Significant Subsidiary); and

(D) the order or decree remains unstayed and in effect for 60 days.

(b) The Company shall deliver to the Trustee, within 30 days after it becomes aware of the occurrence thereof, written notice of any event which with the giving of notice or the lapse of time, or both, would become an Event of Default, its status and what action the Company is taking or proposes to take with respect thereto

Section 6.02 Acceleration.

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(a)(vii) or (viii) in respect of the Company) occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in aggregate Principal Amount of the Notes at the time outstanding by notice to the Company and the Trustee, may declare the Principal Amount through the date of declaration, and any accrued and unpaid interest through the date of such declaration, on all the Notes to be immediately due and payable. Upon such a declaration, such Principal Amount, and such accrued and unpaid interest if any, shall be due and payable immediately. If an Event of Default specified in Section 6.01(vii) or (viii) in respect of the Company occurs and is continuing, the Principal Amount plus accrued and unpaid interest, if any, on all the Notes shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holders. The Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding, by notice to the Trustee (and without notice to any other Holder) may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default, other than the nonpayment of the Principal Amount and interest that have become due solely as a result of acceleration, have been cured or waived and if all amounts due to the Trustee under Section 7.07 have been paid. No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 6.03 Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of the Principal Amount plus any accrued and unpaid interest and reasonable fees and/or expenses incurred by the Trustee in connection with such collection, including attorney's fees and expenses, if any, on, or the Conversion Obligation with respect to, the Notes or to enforce the performance of any provision of the Notes or this Indenture. The Trustee may maintain a proceeding even if the Trustee does not possess any of the Notes or does not produce any of the Notes in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of, or acquiescence, in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 6.04 Sole Remedy for Failure to Report.

(a) *General*. Notwithstanding anything to the contrary in the Notes or in this Indenture, the Company may elect that the sole remedy for any Event of Default specified in Section 6.01(a)(iii) hereof relating to the Company's failure to file reports with the Trustee as required under Section 4.02 hereof (a "**Reporting Event of Default**") will, for the period

beginning on the date on which such Reporting Event of Default first occurred (which, for the avoidance of doubt, will be 60 days after the Company receives the related Notice of Default) and ending on the earlier of (A) the date on which such Reporting Event of Default is cured or validly waived in accordance with Section 6.05 hereof and (B) the 180th day immediately following the date on which such Reporting Event of Default first occurred, consist exclusively of the right to receive additional interest (the "**Extension Fee**") on the Notes. Such Extension Fee will accrue at a rate equal to 0.25% per annum on the Principal Amount of the Notes outstanding for each day during the period beginning on, and including, the date on which the Reporting Event of Default first occurred and ending on the earlier of (i) the date on which the Reporting Event of Default is cured or validly waived or (ii) the 90th day immediately following, and including, the date on which the Reporting Event of Default first occurred; and, if such Reporting Event of Default has not been cured or validly waived prior to the 91st day immediately following, and including, the date on which such Reporting Event of Default first occurred, 0.50% per annum of the Principal Amount of the Notes then outstanding for each day during the period beginning on, and including, the 91st day immediately following and including the date on which such Reporting Event of Default first occurred and ending on the earlier of (i) the date on which such Reporting Event of Default is cured or validly waived or (ii) the 180th day immediately following, and including, the date on which such Reporting Event of Default first occurred.

(b) If (i) a Reporting Event of Default occurs and the Company elects that the sole remedy with respect to such Reporting Event of Default will be the Extension Fee and (ii) on the 181st day immediately following, and including, the date on which such Reporting Event of Default first occurred, such Reporting Event of Default has not been cured or validly waived in accordance with Section 6.05 hereof, the Notes will immediately become subject to acceleration under Section 6.02(a) hereof on account of such Reporting Event of Default.

(c) To elect to pay the Extension Fee as the sole remedy for a Reporting Event of Default, the Company must deliver written notice of such election to the Holders, the Paying Agent and the Trustee prior to the Close of Business on the fifth Business Day after the date on which such Reporting Event of Default first occurs. Any such notice must include a brief description of the report that the Company failed, or will fail, to file, a statement that the Company is electing to pay the Extension Fee and the date on which such Reporting Event of Default occurred or will occur.

If a Reporting Event of Default occurs and the Company fails to timely deliver such notice for such Reporting Event of Default or pay the Extension Fee, the Notes will immediately be subject to acceleration under Section 6.02(a) hereof on account of such Reporting Event of Default.

(d) Notwithstanding anything to the contrary herein, if the Company elects to pay the Extension Fee with respect to any Reporting Event of Default, the Company's election will not affect the rights of any Holder with respect to any other Event of Default, including with respect to any other Reporting Event of Default.

(e) The Extension Fee shall accrue in addition to any Special Interest payable pursuant to Section 4.02(b) or any Additional Interest payable pursuant to Section 4.02(c).

Section 6.05 Waiver of Past Defaults. Subject to Section 6.02, The Holders of a majority in aggregate Principal Amount of the Notes then outstanding, by written notice to the Company and to the Trustee, may waive all past Defaults or Events of Default with respect to the Notes (other than a Default or an Event of Default resulting from (i) nonpayment of principal or interest, including any Additional Interest, (ii) failure to repurchase any Notes when required upon a Fundamental Change or (iii) a failure to deliver, upon conversion, cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, due upon conversion) and rescind any such acceleration with respect to the Notes and its consequences if (A) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (B) all existing Events of Default, other than the nonpayment of the principal of and interest, including any Additional Interest, on the Notes that have become due solely by such declaration of acceleration have been cured or waived. When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other Default or impair any consequent right.

Section 6.06 Control by Majority. The Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines in good faith is unduly prejudicial to the rights of other Holders or could, in reasonable likelihood, impose personal liability upon the Trustee, unless the Trustee is offered indemnity and/or security satisfactory to it. In addition, prior to taking any action hereunder, the Trustee will be entitled to indemnification and/or security reasonably satisfactory to it against all losses and expenses caused by taking or not taking such action.

Section 6.07 Limitation on Suits. Except to enforce the right to receive payment of Principal Amount or interest on the Notes when due, a Holder may not pursue any remedy with respect to this Indenture or the Notes unless:

(a) the Holder gives to the Trustee written notice stating that an Event of Default is continuing;

(b) the Holders of at least 25% in aggregate Principal Amount of the Notes at the time outstanding make a written request to the Trustee to pursue the remedy;

(c) such Holder or Holders offer to the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of such written notice, request and offer of security or indemnity; and

(e) the Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding do not give the Trustee a written direction that, in the opinion of the trustee, is inconsistent with such request during such 60-day period.

A Holder may not use this Indenture to prejudice the rights of any other Holder or to obtain a preference or priority over any other Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or its actions or forbearances are unduly prejudicial to the rights of such Holders).

Section 6.08 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to receive payment of the Principal Amount, Fundamental Change Repurchase Price, and interest in respect of the Notes held by such Holder on or after the respective due dates expressed in the Notes, and to convert the Notes in accordance with Article 10, or to bring suit for the enforcement of any such payment on or after such respective dates or the right to convert, shall not be impaired or affected adversely without the consent of such Holder and will not be subject to the requirements of Section 6.07 hereof.

Section 6.09 Collection Suit by Trustee. If an Event of Default described in Section 6.01(a)(i), 6.01(a)(ii) or 6.01(a)(v) hereof occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount owing with respect to the Notes and the amounts provided for herein and, to the extent lawful, default interest as described in paragraph 7 of the Notes thereon.

Section 6.10 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Notes or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the Principal Amount, Fundamental Change Repurchase Price, and interest in respect of, the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of any such amount) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the Principal Amount, Fundamental Change Repurchase Price, or interest and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel or any other amounts due the Trustee hereunder) and of the Holders allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee hereunder.

(c) Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.11 Priorities. If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

FIRST: to the Trustee (acting in any capacity under this Indenture) for amounts due hereunder;

SECOND: to Holders, for amounts due and unpaid on the Notes for the Principal Amount, Fundamental Change Repurchase Price, interest, and the Conversion Obligation, ratably, without preference or priority of any kind, according to such amounts due and payable on the Notes; and

THIRD: the balance, if any, to the Company or to such other party as a court of competent jurisdiction directs.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.11. At least 15 days before such record date, the Trustee shall provide to each Holder and the Company a notice that states the record date, the payment date and the amount to be paid.

Section 6.12 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit (other than the Trustee) of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit (other than the Trustee), having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.12 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.08 or a suit by Holders of more than 10% in aggregate Principal Amount of the Notes at the time outstanding.

Section 6.13 Waiver of Stay, Extension or Usury Laws. The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law or any usury or other law wherever enacted, now or at any time hereafter in force, which would prohibit or forgive the Company from paying all or any portion of the Principal Amount, Fundamental Change Repurchase Price, interest and the Conversion Obligation in respect of, Notes, or any interest on such amounts, as contemplated herein, or which may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII

TRUSTEE

Section 7.01 Duties of Trustee. If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(a) Except during the continuance of an Event of Default:

(i) the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into the Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Trustee and conforming to the requirements of this Indenture, but in case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture, but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein.

(b) The Trustee may not be relieved from liability for its own willful misconduct, except that:

(i) this paragraph (b) does not limit the effect of paragraph (a) of this Section 7.01;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it hereunder; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(c) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), (d) and (e) of this Section 7.01.

(d) The Trustee may refuse to perform any duty or exercise any right or power or extend or risk its own funds or otherwise incur any financial liability unless it receives indemnity and/or security satisfactory to it against any loss, liability or expense.

(e) Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee (acting in any capacity hereunder) shall be under no liability for interest on any money received by it hereunder unless otherwise agreed in writing with the Company.

Section 7.02 Rights of Trustee. Subject to its duties and responsibilities under the provisions of Section 7.01:

(a) the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, request and conclusively rely upon an Officers' Certificate;

(c) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(d) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith which it believes to be authorized or within its rights or powers conferred under this Indenture;

(e) the Trustee may consult with counsel selected by it and any advice or Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Holders, pursuant to the provisions of this Indenture, unless such Holders shall have offered to the Trustee security and/or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby;

(g) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a resolution of the Board of Directors;

(h) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, including, without limitation, any Company Request, Company Order or Officers' Certificate, but the Trustee may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation or lack thereof;

(i) the Trustee shall not be deemed to have notice of any Default or Event of Default unless a Responsible Officer of the Trustee received written notice of an event which is in fact such a Default or Event of Default, and such notice references the Notes and this Indenture, describes the event with specificity, and alleges that the occurrence of this event is a Default or an Event of Default under this Indenture;

(j) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and to each agent, custodian and other person employed to act hereunder;

(k) the Trustee may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded;

(l) the permissive rights of the Trustee enumerated herein shall not be construed as duties; and

(m) in no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 7.03 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee. Any Paying Agent, Registrar, Conversion Agent or co-registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.04 Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use or application of the proceeds from the Notes, it shall not be responsible for any statement in the registration statement for the Notes under the Securities Act or in this Indenture or the Notes (other than its certificate of authentication), or the determination as to which beneficial owners are entitled to receive any notices hereunder.

Section 7.05 Notice of Defaults. If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall give to each Holder notice of the Default, by mail or in accordance with the Applicable Procedures, within 90 days after the Default occurs unless such Default shall have been cured or waived before the giving of such notice. Except in the case of a Default described in Section 6.01(a)(i) or (ii), the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders of the Notes. The Trustee shall not be deemed to have knowledge of a Default unless a Responsible Officer of the Trustee has received written notice of such Default in the manner described in Section 7.02(i).

Section 7.06 [RESERVED].

Section 7.07 Compensation and Indemnity. The Company agrees:

(a) to pay to the Trustee (acting in any capacity hereunder) from time to time such compensation as the Company and the Trustee shall from time to time agree in writing for all services rendered by it hereunder (which compensation shall not be limited (to the extent permitted by law) by any provision of law in regard to the compensation of a trustee of an express trust);

(b) to reimburse the Trustee (acting in any capacity hereunder) upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses, advances and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its negligence or bad faith; and

(c) to indemnify the Trustee or any predecessor Trustee (acting in any capacity hereunder) and their agents for, and to hold them harmless against, any loss, damage, claim, liability, cost or expense (including reasonable attorney's fees and expenses and taxes (other than taxes based upon, measured by or determined by the income of the Trustee)) reasonably incurred without bad faith, gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this trust, including the reasonable costs and expenses of defending itself against any claim (whether asserted by the Company or any Holder or any other person) or liability in connection with the acceptance, exercise or performance of any of its powers or duties hereunder or in connection with enforcing the provisions of this Section 7.07.

To secure the Company's payment and indemnification obligations in this Section 7.07, Holders shall have been deemed to have granted to the Trustee a lien prior to the Notes on all money, Common Stock or property held or collected by the Trustee, except that held in trust to pay the Principal Amount, Fundamental Change Repurchase Price, interest or Conversion Obligation, as the case may be, on particular Notes.

The Company's payment obligations pursuant to this Section 7.07 shall survive the discharge of this Indenture and the resignation or removal of the Trustee. When the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(a)(vii) or (viii), its expenses including the reasonable charges and expenses of its counsel, are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08 Replacement of Trustee. The Trustee may resign by so notifying the Company; *provided*, *however*, no such resignation shall be effective until a successor Trustee has accepted its appointment pursuant to this Section 7.08. The Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding may remove the Trustee by so notifying the Trustee and the Company. The Company shall remove the Trustee if:

(a) the Trustee fails to comply with Section 7.10;

(b) the Trustee is adjudged bankrupt or insolvent;

(c) a receiver or public officer takes charge of the Trustee or its property; or

(d) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint, by resolution of the Board of Directors, a successor Trustee.

(e) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company satisfactory in form and substance to the retiring Trustee and the Company. Thereupon and upon payment of the outstanding fees and expenses (including, but not limited to, attorneys' fees and expenses) of the resigning or removed Trustee, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

(f) If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding may petition any court of competent jurisdiction at the expense of the Company for the appointment of a successor Trustee.

(g) If the Trustee fails to comply with Section 7.10, any Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(h) The resignation or removal of a Trustee shall not diminish, impair or terminate its rights to indemnification pursuant to Section 7.07 as they relate to periods prior to such resignation or removal. The Trustee shall have no liability or responsibility for the action or inaction of any successor Trustee.

Section 7.09 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation, the resulting, surviving or transferee corporation without any further act shall be the successor Trustee.

(a) In case at the time such successor or successors by merger, conversion or consolidation to the Trustee succeeds to the trusts created by this Indenture, any of the Notes have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Notes so authenticated; and

(b) in case at that time any of the Notes have not been authenticated, any such successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee.

Section 7.10 Eligibility; Disqualification. There shall at all times be a Trustee hereunder which shall be eligible to act as Trustee and shall have a combined capital and surplus of at least $50,000,000. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then, for the purposes of this Section 7.10, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 7.10, it shall resign immediately in the manner and with the effect hereinafter specified in this Article 7.

Section 7.11 [RESERVED].

Section 7.12 Trustee's Application for Instructions from the Company. Any application by the Trustee for written instructions from the Company may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action will be taken or such omission will be effective. The Trustee will not be liable to the Company for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date will not be less than three Business Days after the date any officer of the Company actually receives such application, unless any such officer has consented in writing to any earlier date) unless, subject to the provisions of this Article 7, prior to taking any such action (or the effective date in the case of any omission), the Trustee has received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE VIII

SATISFACTION AND DISCHARGE

Section 8.01 Discharge of Liability on Notes. When (a) the Company delivers to the Trustee all outstanding Notes (other than Notes replaced pursuant to Section 2.11) for cancellation or (b) all outstanding Notes have become due and payable and the Company deposits with the Trustee, the Paying Agent (if the Paying Agent is not the Company or any Subsidiary or any Affiliate of either of them) or the Conversion Agent cash and/or, deposits with

the stock transfer agent of the Company Common Stock (solely to satisfy the rights of Holders granted in Article 10), to pay all amounts due and owing on all outstanding Notes (other than Notes replaced pursuant to Section 2.11), and if in either case the Company pays all other sums payable hereunder by the Company, then this Indenture shall, subject to Section 7.07, cease to be of further effect. The Trustee shall join in the execution of a document prepared by the Company acknowledging satisfaction and discharge of this Indenture on demand of the Company accompanied by an Officers' Certificate stating that the consideration being given is expressly permitted by the terms of the Notes and that all conditions precedent to the discharge of this Indenture have been complied with by the Company and an Opinion of Counsel that all conditions precedent to the discharge of the Indenture have been complied with and that such satisfaction and discharge does not violate the terms of this Indenture or the Notes, and at the cost and expense of the Company. The Trustee shall be allowed to conclusively rely on such Officers' Certificate and Opinion of Counsel.

Section 8.02 Repayment to the Company. The Trustee and the Paying Agent shall return to the Company upon written request any money or securities held by them for the payment of any amount with respect to the Notes that remains unclaimed for two years, subject to applicable unclaimed property law. After return to the Company, Holders entitled to the money or securities must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person and the Trustee and the Paying Agent shall have no further liability to the Holders with respect to such money or securities for that period commencing after the return thereof.

ARTICLE IX

AMENDMENTS

Section 9.01 Without Consent of Holders. The Company and the Trustee may amend or supplement this Indenture or the Notes without the consent of any Holder:

(a) to cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes;

(b) to conform the provisions of this Indenture or the Notes to the "Description of Notes" section in the Offering Circular, as supplemented by the related pricing term sheet;

(c) to comply with Section 5.01(c) or Section 10.08(a);

(d) to add guarantees with respect to the Notes;

(e) to secure the Company's obligations under the Notes;

(f) to add to the Company's covenants for the benefit of the Holders or to surrender any right or power conferred upon the Company;

(g) to make any change that does not materially adversely affect the rights of any Holder;

(h) to appoint a successor Trustee with respect to the Notes; or

(i) to irrevocably elect to settle its Conversion Obligation in cash, shares of Common Stock or combination thereof.

Section 9.02 With Consent of Holders. With the written consent of the Holders of at least a majority in aggregate Principal Amount of the Notes at the time outstanding (including consents obtained in connection with a repurchase of, or tender offer or exchange offer for, the Notes), by Act of such Holders delivered to the Company and the Trustee, the Company, when authorized by a resolution of the Board of Directors delivered to the Trustee, may amend or supplement this Indenture or the Notes; *provided*, *however*, that, without the consent of each Holder affected, an amendment or supplement to this Indenture or the Notes may not:

(a) reduce the percentage in aggregate Principal Amount of Notes whose Holders must consent to an amendment of this Indenture or to waive any past default;

(b) reduce the rate of or extend the stated time for payment of interest on any Note;

(c) reduce the Principal Amount of or extend the Stated Maturity of any Note;

(d) reduce any amount payable upon repurchase of any Note or change the time at which or circumstances under which the Notes will be repurchased;

(e) make any change that impairs or adversely affects the conversion rights of any Notes;

(f) reduce the Fundamental Change Repurchase Price of any Note or amend or modify in any manner adverse to the Holders of Notes the Company's obligation to make such payment, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;

(g) make any Note payable in a currency other than that stated in the Note or change any Note's place of payment; or

(h) impair the right of any Holder to receive payment of principal of and any interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes.

It shall not be necessary for the consent of the Holders under this Section 9.02 to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof.

Section 9.03 [RESERVED].

Section 9.04 Revocation and Effect of Consents, Waivers and Actions. Until an amendment, waiver or other action by Holders becomes effective, a consent thereto by a Holder of a Note hereunder is a continuing consent by the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same obligation as the consenting Holder's Note, even if notation of the consent, waiver or action is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent, waiver or action as to such Holder's Note or portion of the Note if the Trustee receives the notice of revocation before the date the amendment, waiver or action becomes effective. After an amendment, waiver or action becomes effective, it shall bind every Holder.

Section 9.05 Notation on or Exchange of Notes. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article 9 may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes so modified as to conform, in the opinion of the Board of Directors, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for outstanding Notes.

Section 9.06 Trustee to Sign Supplemental Indentures. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise. In signing any supplemental indenture the Trustee shall receive, and (subject to the provisions of Section 7.01) shall be fully protected in relying upon, in addition to the documents required by Section 12.04, an Officers' Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture, and such Opinion of Counsel shall also state that the supplemental indenture is a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

Section 9.07 Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 9.08 Notices of Supplemental Indentures. After an amendment or supplement to this Indenture or the Notes pursuant to Sections 9.01 or 9.02 hereof becomes effective, the Company shall provide to each Holder a notice briefly describing such amendment or supplement to this Indenture. The failure to deliver such notice, or any defect in such notice, will not impair or affect the validity of such amendment or supplement to this Indenture.

ARTICLE X

CONVERSIONS

Section 10.01 Conversion Privilege and Consideration. Subject to and upon compliance with the provisions of this Indenture, a Holder will have the right, at such Holder's

option, to convert its Notes, or any portion of such Notes such that the Principal Amount of each Note not converted equals $1,000 or an integral multiple of $1,000 in excess thereof, at a conversion rate initially equal to 11.9021 shares of the Common Stock (subject to adjustment as provided in Sections 10.05, 10.06 and 10.07, the "**Conversion Rate**") per $1,000 Principal Amount of Notes, into an amount of cash, a number of shares of the Common Stock, or a combination of cash and shares of Common Stock, in accordance with Section 10.03 (the "**Conversion Obligation**"), only under the following circumstances:

(a) *Stock Price Condition*. Prior to the Close of Business on the Business Day immediately preceding July 1, 2016, a Holder may surrender all or a portion of its Notes for conversion during any calendar quarter (and only during such calendar quarter) commencing after December 31, 2011, if, for at least 20 Trading Days (whether or not consecutive) during the 30 consecutive Trading Day period ending on the last Trading Day of the immediately preceding calendar quarter, the Last Reported Sale Price of the Common Stock is greater than or equal to 130% of the applicable Conversion Price on such Trading Day.

(b) *Trading Price Condition*. Prior to the Close of Business on the Business Day immediately preceding July 1, 2016, a Holder may surrender all or a portion of its Notes for conversion during the five consecutive Business Day period immediately following any ten consecutive Trading Day period (the "**Measurement Period**") in which, for each Trading Day of such Measurement Period, the Trading Price per $1,000 Principal Amount of Notes, as determined following a request by a Holder in accordance with the procedures set forth in the immediately following paragraph, was less than 98% of the product of (x) the Last Reported Sale Price of the Common Stock on such Trading Day and (y) the applicable Conversion Rate in effect on such Trading Day (for any Trading Day, the "**Trading Price Product**").

Unless the Company requests that the Bid Solicitation Agent determine the Trading Price of the Notes (and such determination is made in accordance with the definition of "Trading Price" and the method set forth herein), the Bid Solicitation Agent will have no obligation to determine the Trading Price of the Notes, and unless a Holder provides the Company with reasonable evidence that the Trading Price per $1,000 Principal Amount of Notes on the applicable day will be less than 98% of the Trading Price Product for such day, the Company will have no obligation to request that the Bid Solicitation Agent begin to determine the Trading Price of the Notes as provided in the immediately following paragraph of this Section 10.01(b). The Bid Solicitation Agent shall have no liability for the bids it receives or for its non-negligent failure to obtain bids.

Upon receipt from a Holder of such evidence and such a request, the Company shall promptly (but in no event later than one Business Day after receipt of such evidence) instruct the Bid Solicitation Agent in writing to determine (or, if the Company is then acting as Bid Solicitation Agent, the Company will determine) the Trading Price of the Notes beginning on the immediately following Trading Day after receipt of such evidence and request and on each successive Trading Day until a Trading Day occurs in which the Trading Price per $1,000 Principal Amount of Notes for such Trading Day is greater than or equal to 98% of the Trading Price Product for such Trading Day.

As promptly as practicable after the condition to conversion described in this Section 10.01(b) has been met, the Company shall notify the Holders, the Trustee and the Conversion Agent (if other than the Trustee) in writing of the Trading Price during the Measurement Period that caused such condition to be met and of the Holders' right to convert their Notes in accordance with this Section 10.01(b). On the first Trading Day thereafter on which the Trading Price per $1,000 Principal Amount of Notes for such Trading Day is greater than or equal to 98% of the Trading Price Product for such Trading Day, as promptly as practicable, the Company shall notify the Holders, the Trustee and the Conversion Agent (if other than the Trustee) in writing of such Trading Price and that the condition to conversion described in this Section 10.01(b) is no longer satisfied.

(c) Prior to the Close of Business on the Business Day immediately preceding July 1, 2016, if the Company elects to distribute to all or substantially all holders of the Common Stock:

(i) issue to all or substantially all holders of the Common Stock rights, options or warrants (other than pursuant to a rights plan) entitling such holders, for a period of not more than 60 calendar days after the record date for such issuance, to subscribe for or purchase shares of the Common Stock at a price per share less than the average of the Last Reported Sale Prices of the Common Stock for the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such issuance; or

(ii) distribute to all or substantially all holders of the Common Stock assets of the Company, debt securities (or other evidence of indebtedness) or rights to purchase Company's securities (other than pursuant to a rights plan), which distribution has a value per share of Common Stock, as reasonably determined by the Board of Directors, exceeding 10% of the Last Reported Sale Prices of the Common Stock on the Trading Day immediately preceding the declaration date for such distribution;

then, in either case, at least 60 Scheduled Trading Days immediately prior to the Ex-Dividend Date for such issuance or distribution, the Company shall notify Holders of their rights to convert their Notes in accordance with this Section 10.01(c), the Conversion Rate in effect on the date the Company delivers such notice, any adjustments to the Conversion Rate that it must make as a result of such issuance or distribution, and the effective date for any such adjustments. Once the Company has given such notice, a Holder may surrender all or a portion of its Notes for conversion at any time until the earlier of (x) the Close of Business on the Business Day immediately preceding the Ex-Dividend Date for such issuance or distribution and (y) the Company's announcement that such issuance or distribution will not take place, even if the Notes are not otherwise convertible at such time; *provided*, *however*, that the Holders will not be entitled to convert their Notes under this Section 10.01(c) (and need not be given advance notice of the issuance or distribution) if such Holders may participate (as a result of holding the Notes, and at the same time and on the same terms as Holders of Common Stock participate) in any of the transactions described above in Sections 10.01(c)(i) and (ii) as if such Holders of Notes held a number of shares of Common Stock equal to the applicable Conversion Rate, multiplied by the Principal Amount of Notes held by such Holders divided by $1,000, without having to convert their Notes.

(d) *Certain Corporate Events*. Prior to the Close of Business on the Business Day immediately preceding July 1, 2016, if (x) a transaction or event that constitutes a Fundamental Change or a Make-Whole Fundamental Change occurs (regardless of whether Holders have the right to require the Company to repurchase the Notes pursuant to Article III), or (y) the Company is a party to a consolidation, merger, binding share exchange, sale, conveyance, transfer or lease of all or substantially all of the Company's assets (excluding a pledge of securities issued by any of the Subsidiaries), pursuant to which the Common Stock would be converted into cash, securities or other assets (in either case (x) or case (y), a "**Corporate Event**"), then a Holder may surrender all or a portion of its Notes for conversion at any time from and after the effective date of such Corporate Event until (I) if such Corporate Event constitutes a Fundamental Change, the Scheduled Trading Day immediately prior to the Fundamental Change Repurchase Date for such Fundamental Change, or (II) if such Corporate Event does not constitute a Fundamental Change, 30 Trading Days immediately following the effective date of such Corporate Event. The Company shall deliver notice of a Corporate Event to the Trustee and the Holders in writing as promptly as practicable following the date on which it publicly announces such Corporate Event, but in no event later than 20 Scheduled Trading Days prior to the anticipated effective date of such Corporate Event; *provided*, *however*, that the Company shall not be required to so publicly announce before such time that (i) it is otherwise required by law or by the rules of the stock exchange on which the Common Stock is then listed to publicly disclose such Corporate Event or (ii) it has knowledge of a Corporate Event. Any such notice of a Corporate Event will include a brief description of such Corporate Event and the conversion right provided by this Section 10.01(d) and state the anticipated effective date of such Corporate Event. If the Company delivers to the Trustee and the Holders notice of a Corporate Event before such Corporate Event becomes effective, and such Corporate Event fails to become effective, the Company shall deliver to the Trustee and the Holders a second notice, which notice will state that such Corporate Event failed to become effective and whether the Holders may still convert their Notes pursuant to any other provision of this Indenture.

(e) *Conversion on or After July 1, 2016*. On or after July 1, 2016, a Holder may surrender all or a portion of its Notes for conversion at any time until the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date regardless of whether any of the conditions in paragraphs (a), (b), (c) or (d) of this Section 10.01 have been met.

Section 10.02 Conversion Procedures.

(a) Each Note shall be convertible at the office of the Conversion Agent and, if applicable, in accordance with the Applicable Procedures.

(b) In order to exercise the conversion privilege with respect to any interest in a Global Note, the Holder must complete the appropriate instruction form for conversion pursuant to the Depositary's book-entry conversion program, furnish appropriate endorsements and transfer documents if required by the Company or the Conversion Agent, and pay the funds, if any, required by Section 10.02(d)(i) and all transfer or similar taxes if required pursuant to Section 10.02(d)(ii), and the Conversion Agent must be informed of the conversion in accordance with the customary practice of the Depositary. In order to exercise the conversion privilege with respect to any Definitive Notes, the Holder of any such Notes to be converted, in whole or in part, shall:

(i) complete and manually sign the conversion notice provided on the back of the Note (the "**Conversion Notice**") or a facsimile of the Conversion Notice;

(ii) deliver the Conversion Notice, which is irrevocable, and the Note to the Conversion Agent;

(iii) if required, furnish appropriate endorsements and transfer documents,

(iv) if required, pay all transfer or similar taxes as set forth in Section 10.02(d)(ii), and

(v) pay the funds, if any, required under Section 10.02(d)(i).

The first Business Day on which a Holder satisfies all of the applicable requirements set forth in this Section 10.02(b) with respect to a Note and on which such conversion is not otherwise prohibited pursuant to this Indenture, will be the conversion date (the "**Conversion Date**") for such Note. If, at any time, the last date on which any Note may be converted is not a Business Day, such Note may be converted on the immediately following Business Day.

(c) *Conversions in Whole and in Part*.

(i) If a Holder surrenders the entire Principal Amount of a Note for conversion, as of the Conversion Date for such Note, such person will no longer be the Holder of such Note.

(ii) If a Holder surrenders only a portion of a Definitive Note for conversion, promptly after the Conversion Date for such portion, the Company shall, in accordance with Section 2.04 hereof, execute, and the Trustee will, in accordance with Section 2.04 hereof, authenticate and deliver to such Holder a new Definitive Note or new Definitive Notes in an authorized denomination or authorized denominations equal to the aggregate Principal Amount of the unconverted portion of such Definitive Note. Upon the conversion of any beneficial interest in a Global Note, the Conversion Agent will promptly make a notation on the "Schedule of Increases and Decreases of Global Note" of such Global Note to reduce the Principal Amount represented by such Global Note by the Principal Amount of the converted beneficial interest. If the Trustee is not the Conversion Agent at the time of any conversion, the Company shall promptly notify the Trustee in writing of such conversion.

(iii) If any shares of Common Stock are issuable upon the conversion of a Note, the person in whose name the certificate or certificates for such shares of Common Stock will be registered will become the holder of record of such shares at the Close of Business on (x) the relevant Conversion Date (if the Company elects to satisfy the related Conversion Obligation solely in shares of Common Stock) or (y) the last Trading Day of the relevant Cash Settlement Averaging Period (in the case of any other Settlement Method).

(d) *Additional Conversion Requirements*.

(i) If a Holder surrenders a Note for conversion after the Close of Business on any Regular Record Date and prior to the Open of Business on the Interest Payment Date corresponding to such Regular Record Date, such Holder must accompany such Note with an amount of cash equal to the amount of interest if any, that will be payable on such Note on such Interest Payment Date; *provided*, *however*, that a Holder need not make such payment (A) for conversions following the last Regular Record Date immediately preceding the Maturity Date, (B) if the Company has specified a Fundamental Change Repurchase Date that is after the Regular Record Date and on or prior to the corresponding Interest Payment Date, and (C) to the extent of any overdue interest on the Note, if any overdue interest exists at the time of conversion.

(ii) If a Holder surrenders a Note for conversion, the Company shall pay all documentary, stamp or similar issue or transfer tax due and all other duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the conversion. However, if any tax is due because the Holder requests that any shares of Common Stock issued upon conversion be issued in a name other than that of the Holder, the Holder will pay such tax and the Conversion Agent, until having received a sum sufficient to pay such tax, may refuse to deliver any certificates representing shares of Common Stock being issued in a name other than that of the converting Holder.

(e) *Irrevocable Election of Net Share Settlement*. At any time on or prior to the first day of the Final Conversion Period, the Company may irrevocably elect (in its sole discretion and without the consent of the Holders) to satisfy its Conversion Obligation with respect to the Notes to be converted after the date of such election by delivering cash up to the aggregate Principal Amount of Notes to be converted, and shares of Common Stock, cash or a combination thereof in respect of the remainder, if any, of the Conversion Obligation (the "**Net Share Settlement Election**"). Upon making such election, the Company shall promptly (i) issue a press release and use its reasonable best efforts to post such information on its website or otherwise publicly disclose this information and (ii) provide written notice to the Holders in a manner contemplated by this Indenture, including through the facilities of the Depositary.

(f) *Irrevocable Election of Full Physical Settlement*. At any time on or prior to the first day of the Final Conversion Period, the Company may irrevocably elect (in its sole discretion and without the consent of the Holders) to satisfy its Conversion Obligation with respect to the Notes to be converted after the date of such election by delivering solely shares of Common Stock, other than solely cash in lieu of any fractional share (such election, a "**Full Physical Settlement Election**"). Upon making such election, the Company shall promptly (i) issue a press release and use its reasonable best efforts to post such information on its website or otherwise publicly disclose this information and (ii) provide written notice to the Holders in a manner contemplated by this Indenture, including through the facilities of the the Depositary.

Section 10.03 Settlement Upon Conversion.

(a) Subject to this Section 10.03, upon any conversion of any Note, the Company shall deliver to converting Holders, in respect of each $1,000 Principal Amount of

Notes being converted, solely cash, solely shares of Common Stock or a combination of cash and shares of Common Stock (the "**Settlement Amount"**), at the Company's election, as set forth in this Section 10.03.

(b) The Company shall pay or deliver, as the case may be, the Settlement Amount on the third Trading Day immediately following the last Trading Day of the Cash Settlement Averaging Period; *provided*, that

(i) if the Company elects to fulfill its Conversion Obligation solely in shares of Common Stock, the Company shall deliver such Common Stock on the third Trading Day immediately following the relevant Conversion Date; *provided*, *however*, that during the Final Conversion Period, even if the Company has elected to satisfy its Conversion Obligation solely in shares of Common Stock, the Company will deliver the Conversion Obligation due in respect of conversion on the third Trading Day immediately following the last day of the Cash Settlement Averaging Period that would have been applicable if the Company had not made such an election); and

(ii) if prior to the relevant Conversion Date, the Common Stock has been replaced by Reference Property consisting solely of cash, pursuant to Section 10.08, the Company shall pay such cash on the third Trading Day immediately following the relevant Conversion Date. Notwithstanding the foregoing, if any information required to calculate the Conversion Obligation is not available as of the applicable settlement date, the Company will deliver the additional shares of Common Stock resulting from such adjustment on the third Trading Day after the earliest Trading Day on which such calculation can be made. If any shares of Common Stock are due to converting Holders, the Company shall issue or cause to be issued, and deliver to the Conversion Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the number of full shares of Common Stock to which such Holder shall be entitled in satisfaction of such Conversion Obligation.

(iii) All conversions during the period beginning on June 1, 2016 and ending at the Close of Business, on the second Scheduled Trading Day immediately prior to the maturity date (the "**Final Conversion Period"**) will be settled using the same Settlement Method.

(iv) Prior to the first day of the Final Conversion Period, the Company will elect (or be deemed to have elected) the same Settlement Method for all conversions occurring on any given conversion day. Except for any conversions that occur during the Final Conversion Period, the Company need not elect the same Settlement Method with respect to conversions that occur on different Trading Days.

(v) If, in respect of any Conversion Date (or the Final Conversion Period, as the case may be), the Company elects to settle conversions on a given Trading Day other than by Combination Settlement with the Specified Dollar Amount of $1,000, the Company shall deliver a notice (the "**Settlement Notice"**) of the relevant Settlement Method in respect of such Conversion Date (or such period, as the case may be), through the Trustee, to converting Holders no later than the second Business Day immediately following the relevant

Conversion Date. Such Settlement Notice shall specify whether the Company shall satisfy its Conversion Obligation by (A) delivering solely shares of Common Stock ("**Physical Settlement**"), (B) paying solely cash ("**Cash Settlement**") or (C) paying and delivering, as the case may be, a combination of cash and shares of Common Stock ("**Combination Settlement**"). In the case of an election to pay and deliver, as the case may be, a combination of cash and shares of Common Stock, the relevant Settlement Notice shall indicate the Specified Dollar Amount. If the Company does not deliver a Settlement Notice, the Company will be deemed to have elected Combination Settlement with a Specified Dollar Amount of $1,000.

(vi) The Settlement Amount in respect of any conversion of Notes shall be computed as follows:

(A) if the Company elects to satisfy its Conversion Obligation through Physical Settlement, the Company will deliver to the converting Holder a number of shares of Common Stock equal to (1)(i) the aggregate Principal Amount of Notes to be converted, divided by (ii) $1,000, multiplied by (2) the then-applicable Conversion Rate on the date the converting Holder becomes a record owner of Common Stock;

(B) if the Company elects to satisfy its Conversion Obligation through Cash Settlement, the Company shall pay to the converting Holder, cash in an amount per $1,000 Principal Amount of Notes being converted equal to the sum of the Daily Conversion Values for each of the forty consecutive Trading Days during the related Cash Settlement Averaging Period; and

(C) if the Company elects to satisfy its Conversion Obligation through Combination Settlement, the Company shall pay and deliver to the converting Holder, as the case may be, in respect of each $1,000 Principal Amount of Notes being converted, a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the forty consecutive Trading Days during the related Cash Settlement Averaging Period.

(vii) The Company will also deliver to each converting Holder cash in lieu of fractional shares of Common Stock as set forth pursuant to clauses (c) and (d) below.

(viii) The Daily Settlement Amounts (if applicable) and the Daily Conversion Values (if applicable) shall be determined by the Company promptly following the last day of the Cash Settlement Averaging Period. Promptly after such determination of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and the amount of cash deliverable in lieu of fractional shares (if any), the Company shall notify the Trustee and the Conversion Agent of the Daily Settlement Amounts or the Daily Conversion Values, as the case may be, and the amount of cash deliverable in lieu of fractional shares of Common Stock. The Trustee and the Conversion Agent shall be entitled to rely exclusively on the notice given by the Company and shall have no responsibility for any such determination.

(c) Notwithstanding the foregoing, the Company will not issue fractional shares of Common Stock as part of the Conversion Obligation applicable to any Conversion Date. Instead, if the Conversion Obligation applicable to any Conversion Date includes a fraction of a share of the Common Stock, the Company will, in lieu of delivering such fraction of a share of

Common Stock, pay an amount of cash equal to the product of (1) such fraction of a share and (2) the Daily VWAP for the Common Stock on the relevant Conversion Date (if the Company elects to satisfy its Conversion Obligation solely in shares of Common Stock) or on the last Trading Day of the relevant Cash Settlement Averaging Period (in the case of any other Settlement Method).

(d) If a Holder surrenders more than one Note for conversion on a single day, the amount of cash and the number of shares of Common Stock, if any, that the Company will deliver upon conversion shall be determined based on the total Principal Amount of Notes converted by such Holder.

(e) If a Holder converts a Note, the Company will not adjust the Conversion Rate to account for any accrued and unpaid interest on the Note and the Company's delivery to such Holder of the amount of cash and number of shares of Common Stock, if any, into which such Holder's Note is convertible will be deemed to satisfy and discharge in full the Company's obligation to pay to such Holder (A) the Principal Amount of such converted Note and (B) any accrued and unpaid interest on such converted Note to, but not including, the Conversion Date. If the Conversion Obligation includes both cash and shares of the Common Stock, such accrued and unpaid interest will be deemed paid first out of the cash paid upon such conversion. Notwithstanding the foregoing, if the conversion occurs after the Close of Business on a Regular Record Date and prior to the Open of Business on the Interest Payment Date corresponding to such Regular Record Date, in which case the Holder of such Notes at the Close of Business on such Regular Record Date shall receive payment of interest payable on such Notes on the corresponding Interest Payment Date , subject to Section 10.02(d)(i). As a result, except as provided in this Section 10.03(e), any accrued and unpaid interest to, but not including, the Conversion Date with respect to a converted Note will be deemed to be paid in full rather than cancelled, extinguished or forfeited.

Section 10.04 [RESERVED].

Section 10.05 Adjustment of Conversion Rate. The Company shall adjust the Conversion Rate from time to time as described in this Section 10.05.

(a) *Stock Dividends and Share Splits*. If the Company issues solely shares of the Common Stock as a dividend or distribution on all or substantially all shares of the outstanding Common Stock, or if the Company effects a share split of the Common Stock or a share combination of the Common Stock, the applicable Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where

CR_0 = the applicable Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately prior to the Open of Business on the effective date of such share split or share combination, as applicable;

CR_1 = the applicable Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the effective date of such share split or combination, as the case may be;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the effective date of such share split or combination, as the case may be; and

OS_1 = the number of shares of Common Stock outstanding immediately after such dividend or distribution, or immediately after the effective date of such share split or share combination, as the case may be.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or the effective date for such share split or share combination. If any dividend or distribution of the type described in this Section 10.05(a) is declared but not so paid or made, the Conversion Rate shall be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(b) *Rights and Warrants*. If the Company distributes to all or substantially all holders of its outstanding Common Stock rights, options or warrants entitling such holders for a period of not more than 45 calendar days from the record date for such distribution to subscribe for or purchase shares of the Common Stock, at a price per share less than the average of the Last Reported Sale Prices of the Common Stock for the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such distribution, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where

CR_0 = the applicable Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;

CR_1 = the applicable Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such distribution;

OS_0 = the number of shares of Common Stock outstanding immediately prior to the Open of Business on such Ex-Dividend Date;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants, *divided by* the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of the Ex-Dividend Date for such distribution.

Such adjustment shall be successively made whenever any such rights, options or warrants are distributed and shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution. To the extent that shares of Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be readjusted to the Conversion Rate that would then be in effect had the adjustments made upon the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so issued, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such Ex-Dividend Date for such distribution had not been fixed.

For purposes of this Section 10.05(b), in determining whether any rights, option or warrants entitle holders of the Common Stock to subscribe for or purchase shares of Common Stock at a price per share less than the average of the Last Reported Sale Prices of the Common Stock for each Trading Day in the applicable ten-consecutive-Trading Day period, there shall be taken into account any consideration received by the Company for such rights, options or warrants and any amount payable on exercise or conversion thereof, the value of such consideration, if other than cash, to be determined by the Board of Directors

(c) *Spin-Offs and Other Distributed Property.*

(i) If the Company distributes shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Company to all or substantially all holders of the Common Stock, other than:

(A) dividends or distributions (including share splits), for which an adjustment is made pursuant to Section 10.05(a) hereof or Section 10.05(b) hereof, as applicable;

(B) dividends or distributions paid exclusively in cash; and

(C) Spin-Offs for which an adjustment is made pursuant to Section 10.05(c)(ii) hereof,

then the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where

CR_0	=	the applicable Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;
CR_1	=	the applicable Conversion Rate in effect immediately after the Open of Business on such Ex-Dividend Date;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and
FMV	=	the fair market value (as determined by the Company's Board of Directors) of the shares of Capital Stock, evidences of indebtedness, assets or property distributed with respect to each outstanding share of Common Stock as of the Open of Business on the Ex-Dividend Date for such distribution.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution; provided that if "FMV" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, adequate provisions shall be made so that each Holder shall have the right to receive on conversion in respect of each $1,000 Principal Amount of the Notes held by such Holder, in addition to the number of shares of Common Stock equal to the Conversion Rate, the amount and kind of distributed securities and assets such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Conversion Rate immediately prior to the record date for such distribution. If such distribution is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(ii) With respect to an adjustment pursuant to this Section 10.05(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of Capital Stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company (a "**Spin-Off**"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where

CR_0	=	the applicable Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for the Spin-Off;

CR_1 = the applicable Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for the Spin-Off;

FMV_0 = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock (determined for purposes of the Last Reported Sale Price as if such Capital Stock or similar equity interest were Common Stock) over the first 10 consecutive Trading Day period beginning on, and including, the Ex-Dividend Date of the Spin-Off (the "**Valuation Period**"); and

MP_0 = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

The adjustment to the Conversion Rate under the preceding paragraph of this Section 10.05 (c) shall be made immediately after the Open of Business on the day after the last day of the Valuation Period, but shall become effective as of the Open of Business on the Ex-Dividend Date for the Spin-Off. If the Ex-Dividend Date for the Spin-Off is less than ten Trading Days prior to, and including, the end of the Cash Settlement Averaging Period in respect of any conversion, references within this Section 10.05(c) to ten Trading Days shall be deemed replaced, for purposes of calculating the affected daily Conversion Rates in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for the Spin-Off to, and including, the last Trading Day of such Cash Settlement Averaging Period. For purposes of determining the applicable Conversion Rate, in respect of any conversion during the ten Trading Days commencing on the Ex-Dividend Date of any Spin-Off, references in the portion of this Section 10.05 (c) related to Spin-Offs to ten Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Ex-Dividend Date for such Spin-Off to, but excluding, the Conversion Date for such conversion.

Subject in all respect to Section 10.05(h), rights, options or warrants distributed by the Company to all holders of its Common Stock entitling the holders thereof to subscribe for or purchase shares of the Company's Capital Stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of the Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this Section 10.05 (and no adjustment to the Conversion Rate under this Section 10.05 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 10.05(c). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different Notes, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of

distribution and Ex-Dividend Date with respect to new rights, options or warrants with such rights (and a termination or expiration of the existing rights, options or warrants without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 10.05 was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or repurchased without exercise by any holders thereof, the Conversion Rate shall be readjusted upon such final redemption or repurchase to give effect to such distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or repurchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or repurchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of this Section 10.05(c), Section 10.05(a), and Section 10.05(b), any dividend or distribution to which this Section 10.05(c) is applicable that also includes shares of Common Stock, or rights, options or warrants to subscribe for or purchase shares of Common Stock to which Section 10.05(a) or Section 10.05(b) applies (or both), shall be deemed instead to be (1) a dividend or distribution of the evidences of indebtedness, assets or shares of capital stock other than such shares of Common Stock or rights, options or warrants to which Section 10.05(c) applies (and any Conversion Rate adjustment required by this Section 10.05(c) with respect to such dividend or distribution shall then be made) immediately followed by (2) a dividend or distribution of such shares of Common Stock or such rights, options or warrants (and any further Conversion Rate adjustment required by Section 10.05(a) and Section 10.05(b) with respect to such dividend or distribution shall then be made), except (A) the Ex-Dividend Date of such dividend or distribution shall be substituted as “the Ex-Dividend Date,” “the Ex-Dividend Date relating to such distribution of such rights, options or warrants” and “the Ex-Dividend Date for such distribution” within the meaning of Section 10.05(a) and Section 10.05(b) and (B) any shares of Common Stock included in such dividend or distribution shall not be deemed “outstanding immediately prior to the Ex-Dividend Date for such dividend or distribution, or the effective date of such share split or share combination, as the case may be” within the meaning of Section 10.05(a) or “outstanding immediately prior to the Ex-Dividend Date for such dividend or distribution” within the meaning of Section 10.05(b).

(d) *Cash Dividends or Distributions*. If any cash dividend or other cash distribution is made or paid to all or substantially all holders of the Common Stock, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where

CR_0 = the applicable Conversion Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution;

CR_1	=	the applicable Conversion Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution;
SP_0	=	the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading-Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and
C	=	the amount in cash per share the Company pays or distributes to holders of Common Stock.

Such adjustment shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution; provided that if "C" as set forth above is equal to or greater than "SP_0" as set forth above, in lieu of the foregoing adjustment, adequate provision shall be made so that each Holder shall have the right to receive on the date on which the relevant cash dividend or distribution is distributed to holders of Common Stock, for each $1,000 Principal Amount of Notes, the amount of cash such holder would have received had such holder owned a number of shares equal to the Conversion Rate on the record date for such distribution. If such dividend or distribution is not so paid or made, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

For the avoidance of doubt, for purposes of this Section 10.05(d), in the event of any reclassification of the Common Stock, as a result of which the Notes become convertible into more than one class of Common Stock, if an adjustment to the Conversion Rate is required pursuant to this Section 10.05(d), references in this Section to one share of Common Stock or Last Reported Sale Prices of one share of Common Stock shall be deemed to refer to a unit or to the price of a unit consisting of the number of shares of each class of Common Stock into which the Notes are then convertible equal to the numbers of shares of such class issued in respect of one share of Common Stock in such reclassification. The above provisions of this paragraph shall similarly apply to successive reclassifications.

In no event shall the Conversion Rate be decreased pursuant to this Section 10.05(d).

(e) *Tender Offers or Exchange Offers*. If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock, where the value of the cash and any other consideration included in the payment per share of the Common Stock validly tendered or exchanged exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where

CR_0	=	the applicable Conversion Rate in effect immediately prior to the Open of Business on the Trading Day next succeeding the Expiration Date;
CR_1	=	the applicable Conversion Rate in effect immediately after the Open of Business on the Trading Day next succeeding the Expiration Date;
AC	=	the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares of the Common Stock purchased in such tender or exchange offer;
OS_0	=	the number of shares of Common Stock outstanding immediately prior to the time (the "**Expiration Time**") such tender or exchange offer expires (prior to giving effect to such tender offer or exchange offer);
OS_1	=	the number of shares of Common Stock outstanding immediately after the Expiration Time (after giving effect to such tender or exchange offer); and
SP_1	=	the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading-Day period commencing on, and including, the Trading Day next succeeding the Expiration Date.

Such adjustment under this Section 10.05(e) shall become effective at the Open of Business on the Trading Day next succeeding the Expiration Date. If the Trading Day next succeeding the Expiration Date is less than ten Trading Days prior to, and including, the end of the Cash Settlement Averaging Period in respect of any conversion, references within this Section 10.05(e) to ten Trading Days shall be deemed replaced, for purposes of calculating the affected daily Conversion Rates in respect of that conversion, with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, and including, the last Trading Day of such Cash Settlement Averaging Period. For purposes of determining the applicable Conversion Rate, in respect of any conversion during the ten Trading Days commencing on the Trading Day next succeeding the Expiration Date, references within this Section 10.05(e) to ten Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the Trading Day next succeeding the Expiration Date to, but excluding, the Conversion Date for such conversion. If the Company is obligated to purchase shares pursuant to any such tender or exchange offer, but the Company is permanently prevented by applicable law from effecting any or all or any portion of such purchases or all such purchases are rescinded, the Conversion Rate shall again be adjusted to be the Conversion Rate that would then be in effect if such tender or exchange offer had not been made or had been made only in respect of the purchases that had been effected.

(f) After an adjustment to the Conversion Rate under this Article 10, any subsequent event requiring an adjustment under this Article 10 shall cause an adjustment to the Conversion Rate as so adjusted, without duplication. Except as set forth in this Article 10, the Conversion Rate shall not be adjusted for the issuance of the Common Stock or any securities convertible into or exchangeable for the Common Stock or carrying the right to purchase the Common Stock or any such security or for any other event. The Company will not take any action that would result in an adjustment to the Conversion Rate pursuant to the provisions of Sections 10.4, 10.5 or 10.6 without complying with NASDAQ Listing Rule 5635, if applicable.

(g) Notwithstanding anything else in this Section 10.05, if any adjustment to the Conversion Rate described in clauses 10.05(a) through 10.05(e) hereof becomes effective and a Holder that has converted its Notes (i) receives shares of Common Stock based on an adjusted Conversion Rate and (ii) is a holder of record of such shares of Common Stock on the record date for the dividend, distribution or other event giving rise to the adjustment or otherwise participates in such dividend, distribution or other event giving rise to the adjustment as a result of holding such shares of Common Stock, then, in lieu of receiving shares of Common Stock at such an adjusted Conversion Rate, the Company may adjust the number of shares of Common Stock that it delivers to such Holder as it determines is appropriate to reflect such Holder's participation in the related dividend, distribution or other event giving rise to the adjustment.

(h) To the extent that the Company has a stockholder rights plan in effect upon conversion of the Notes into Common Stock, the converting Holder will receive, in addition to shares of Common Stock received in connection with such conversion, if any, the rights under the rights plan, unless, prior to any conversion, the rights have separated from the Common Stock, in which case, and only in such case, the Conversion Rate shall be adjusted at the time of separation as if the Company distributed to all holders of the Common Stock, shares of the Capital Stock, evidences of indebtedness, assets or property of the Company or rights, options or warrants to acquire the Company's Capital Stock or other securities as described in Section 10.05(c) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

(i) If, in respect of any Trading Day within the Cash Settlement Averaging Period for a converted Note: (i) shares of Common Stock are deliverable with respect to the Daily Settlement Amount for such Trading Day in accordance with this Article 10; (ii) any event that requires an adjustment to the Conversion Rate under any of clauses (a), (b), (c), (d) and (e) of this Section 10.05 has not resulted in an adjustment to the Conversion Rate as of such Trading Day; and (iii) the shares of Common Stock the holder of such Note shall receive in respect of such Trading Day are not entitled to participate in the distribution or transaction giving rise to such adjustment event (because such shares were not held by such holder on the record date corresponding to such distribution or transaction or otherwise); then the Company shall adjust the number of shares of Common Stock deliverable with respect to the Daily Settlement Amount for such Trading Day to reflect the relevant distribution or transaction.

(j) If: (i) the Company elects to satisfy the Conversion Obligation through Physical Settlement; (ii) any event that requires an adjustment to the Conversion Rate under any of clauses (a), (b), (c), (d) and (e) of this Section 10.05 has not resulted in an adjustment to the Conversion Rate as of the Conversion Date; and (iii) the shares of Common Stock the Holder of such Note shall receive on settlement are not entitled to participate in the distribution or transaction giving rise to such adjustment event (because such shares were not held by such holder on the record date corresponding to such distribution or transaction or otherwise); then the Company shall adjust the number of shares of Common Stock deliverable to reflect the relevant distribution or transaction.

(k) Whenever any provision of this Indenture requires the Company to calculate the Last Reported Sale Prices, the Daily VWAPs, the Daily Conversion Value, the Daily Settlement Amount or any functions thereof over a span of multiple days (including, without limitation, during a Cash Settlement Averaging Period and during the five Trading Day period used to determine the "Stock Price" for purposes of determining the number of Make-Whole Shares associated with a Make-Whole Fundamental Change), the Board of Directors will make appropriate adjustments to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Dividend Date of the event occurs, at any time during the period in which the Last Reported Sale Prices, Daily VWAPs, the Daily Conversion Value, Daily Settlement Amount or such functions thereof is to be calculated.

(l) No adjustment to the Conversion Rate pursuant to Sections 10.05(a) through 10.05(e) hereof will be made if each Holder participates in the relevant transaction, without having to convert its Notes, at the same time and upon the same terms as holders of the Common Stock and solely as a result of holding the Notes, as if it held a number of shares of the Common Stock equal to the applicable Conversion Rate, multiplied by the Principal Amount of Notes held by such Holder, divided by $1,000. If immediately prior to the effective time for such adjustment, the application of any the adjustments set forth in Sections 10.05(a) through 10.05(e) hereof, other than as a result of a reverse share split, share combination or readjustment, would result in a decrease in the Conversion Rate, the Company will not adjust the Conversion Rate.

(m) *Deferral of Adjustments*. Notwithstanding anything to the contrary in this Section 10.05, the Company will not be required to adjust the Conversion Rate unless the adjustment would result in a change of at least 1% of the Conversion Rate; *provided*, *however*, that, if the Company defers any adjustments pursuant to this Section 10.05(m), the Company shall make such deferred adjustments, regardless of whether the aggregate adjustment is less than 1% (i) upon any conversion of Notes and (ii) on each of the 42 Scheduled Trading Days immediately preceding the Maturity Date.

(n) Notwithstanding any of the foregoing, the Conversion Rate will not be adjusted:

(i) upon the issuance of any shares of the Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of the Common Stock under any plan;

(ii) upon the issuance of any shares of the Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of, or assumed by, the Company or any of the Company's Subsidiaries;

(iii) upon the issuance of any shares of the Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued;

(iv) for a change in the par value of the Common Stock; or

(v) for accrued and unpaid interest, including Additional Interest, if any.

(o) *Notices*. Upon the public announcement of any event that will require the Company to make an adjustment to the Conversion Rate pursuant to this Section 10.05, the Company shall deliver to each Holder, the Trustee and the Conversion Agent a written notice, which notice shall include (i) a brief description of such event, (ii) the date on which the Company anticipates that such event will occur, (iii) the date on which the Company anticipates that the adjustment to the Conversion Rate will become effective, and (iv) if any record date, Expiration Date, Ex-Dividend Date or effective date is applicable to such event, the anticipated record date, Expiration Date, Ex-Dividend Date or effective date. Neither the failure to give such notice, nor any defect therein, will affect the legality or validity of such action by the Company.

Whenever the Company adjusts the Conversion Rate pursuant to this Section 10.05, the Company shall promptly deliver to each Holder a written notice, which notice will include (i) a brief description of the event requiring adjustment to the Conversion Rate pursuant to this Section 10.05, (ii) the effective date of such adjustment, (iii) the Conversion Rate in effect after such adjustment is made and (iv) a schedule explaining, in reasonable detail, how the Company calculated such adjustment. On the same day the Company delivers such notice to each Holder, the Company shall deliver to the Trustee, the Paying Agent and the Conversion Agent, an Officers' Certificate that includes all of the information contained in such notice, which Officers' Certificate each of the Trustee, the Paying Agent and the Conversion Agent may treat as conclusive evidence that the adjustment specified in such Officers' Certificate is correct and will be in effect as of the effective date specified in such Officers' Certificate. The failure to deliver such notice will not affect the legality or validity of any such adjustment.

(p) *Certain Definitions.* For purposes of this Section 10.05, (i) the number of shares outstanding at any time will include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock, but (ii) so long as the Company does not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company, will not include shares of Common Stock held in the treasury of the Company.

For purposes of this Section 10.05, (a) the term "**effective date**" will mean the first date on which the Common Stock trades on the applicable exchange or in the applicable market, regular way, reflecting the transaction; and (b) the term "**record date**" means, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other security) have the right to receive any cash, securities or other property or in which Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of securityholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors, by statute, by contract or otherwise).

Section 10.06 Discretionary Adjustments. The Company may, from time to time, to the extent permitted by law and the rules of the NASDAQ Global Select Market and other securities exchange on which Company's securities are then listed:

(a) increase the Conversion Rate by any amount if (i) the Board of Directors determines that such increase is in the best interest of the Company, which determination shall be conclusive, and (ii) such increase is in effect for a period of at least 20 Business Days; and

(b) increase the Conversion Rate if the Board of Directors determines, which determination shall be conclusive, that such increase is advisable to avoid or diminish any income tax imposed on holders of the Common Stock or rights to purchase the Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event.

Whenever the Board of Directors determines that the Company will increase the Conversion Rate pursuant to this Section 10.06, the Company shall deliver to each Holder notice of such increase before such increase will take effect, which notice shall state the increase to be made and the period during which such increase will be in effect.

Section 10.07 Adjustments to Conversion Rate Upon Fundamental Change Transactions.

(a) If a Make-Whole Fundamental Change occurs, and a Holder elects to convert its Notes "in connection" with such Make-Whole Fundamental Change, the Company shall, in the circumstances described in this Section 10.07, increase the Conversion Rate for such Notes surrendered for conversion by the number of additional shares of Common Stock (the "**Make-Whole Shares**") described in this Section 10.07. For purposes of this Section 10.07, a conversion of Notes will be deemed to be "in connection with" a Make-Whole Fundamental Change if the notice of conversion for such Notes is received by the Conversion Agent during the period beginning on, and including, the effective date of such Make-Whole Fundamental Change (the "**Fundamental Change Effective Date**") and ending on, and including, the Close of Business on the second Scheduled Trading Day immediately preceding the Fundamental Change Repurchase Date for such Make-Whole Fundamental Change. The Company shall notify Holders and the Trustee of the effective date of any Make-Whole Fundamental Change and issue a press release (and make the press release available on its web site) announcing such effective date as soon as practicable after the Company first determines the anticipated effective date of such Make-Whole Fundamental Change.

(b) The number of Make-Whole Shares by which the Conversion Rate will be increased if a Holder converts a Note in connection with a Make-Whole Fundamental Change will be determined by reference to the table below and will be based on the Fundamental Change Effective Date and the Stock Price (paid or deemed paid) for such Make-Whole Fundamental Change. If the Holders of Common Stock receive only cash in a Make-Whole Fundamental Change described in clause (b) of the definition of Fundamental Change, the Stock Price shall be the cash amount paid per share of Common Stock. Otherwise, the Stock Price shall be the average of the Last Reported Sale Price of the Common Stock over the five Trading Day period ending on, and including, the Trading Day immediately preceding the effective date of the Make-Whole Fundamental Change.

(c) The Stock Prices set forth in the first row of the table below (i.e., the column headers) will be adjusted as of each date on which the Conversion Rate is adjusted pursuant to Section 10.05. The adjusted Stock Prices will equal the Stock Prices in effect immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the applicable Conversion Rate in effect immediately prior to the adjustment giving rise to the share price adjustment, and the denominator of which is the applicable Conversion Rate in effect immediately after the adjustment. The numbers of Make-Whole Shares set forth in the table below will be adjusted in the same manner as the applicable Conversion Rate is adjusted pursuant to Section 10.05.

(d) The following table sets forth hypothetical Fundamental Change Effective Dates, Stock Prices and the number of Make-Whole Shares by which the Conversion Rate will be increased for a Holder that converts a Note in connection with a Make-Whole Fundamental Change having such Fundamental Change Effective Date and Stock Price.

	Share Price												
Effective Date	**$64.63**	**$70.00**	**$75.00**	**$80.00**	**$84.02**	**$90.00**	**$95.00**	**$100.00**	**$120.00**	**$140.00**	**$160.00**	**$180.00**	**$200.00**
October 18, 2011	3.5706	3.0907	2.6148	2.2207	1.9491	1.6165	1.3879	1.1929	0.6720	0.4033	0.2590	0.1647	0.1016
October 1, 2012	3.5706	3.0002	2.5102	2.1067	1.8309	1.4931	1.2639	1.0711	0.5614	0.3149	0.1942	0.1157	0.0626
October 1, 2013	3.5706	29180	2.4087	1.9931	1.7116	1.3702	1.1374	0.9462	0.4590	0.2421	0.1455	0.0847	0.0457
October 1, 2014	3.5706	2.8182	2.2771	1.8382	1.5485	1.2012	0.9692	0.7812	0.3303	0.1623	0.0955	0.0532	0.0271
October 1, 2015	3.5706	2.6656	2.0645	1.5904	1.2818	0.9239	0.6983	0.5215	0.1596	0.0773	0.0421	0.0211	0.0084
October 1, 2016	3.5706	2.3836	1.4313	0.5979	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

(e) If the Stock Price and/or Fundamental Change Effective Date for a Make-Whole Fundamental Change are not set forth in the table above, then:

(i) if the Stock Price is between two Stock Prices in the table or the Fundamental Change Effective Date is between two Fundamental Change Effective Dates in the table, then the number of Make-Whole Shares will be determined by a straight-line interpolation between the numbers of Make-Whole Shares set forth for the higher and lower Stock Prices listed in the table or the earlier and later Fundamental Change Effective Dates listed in the table, as applicable, based on a 365-day year;

(ii) if the Stock Price is greater than $200.00 per share, subject to adjustment in the same manner as the Stock Prices listed in the table, the Conversion Rate will not be adjusted; and

(iii) if the Stock Price is less than $64.63 per share, subject to adjustment in the same manner as the Stock Prices listed in the table, the Conversion Rate will not be adjusted.

Notwithstanding the foregoing, in no event will the total number of shares of Common Stock issuable upon conversion exceed 15.4726 shares of Common Stock per $1,000 Principal Amount of Notes, subject to adjustment in the same manner as the Conversion Rate as set forth in Section 10.05 hereof.

Section 10.08 Effect of Recapitalization, Reclassification, Consolidation, Merger or Sale. Upon the occurrence of (i) any reclassification of Common Stock, (ii) any consolidation, merger, combination or binding share exchange involving the Company, or (iii) any sale or conveyance to another Person of all or substantially all of the property and assets of the Company, in each case as a result of which holders of Common Stock shall be entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Stock (any such event a "**Merger Event**"), then:

(a) the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted as permitted by this Indenture. Such supplemental indenture shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 10. If, in the case of any Merger Event, the Reference Property includes shares of stock or other securities and assets of a corporation other than the successor or purchasing corporation, as the case may be, in such Merger Event (excluding, for the avoidance of doubt, any cash paid for shares of Common Stock in such Merger Event), then such supplemental indenture shall also be executed by such other corporation and shall contain any additional provisions to protect the interests of the holders of the Notes as, and to the extent, the Board of Directors shall reasonably consider necessary by reason of the foregoing, including to the extent required by the Board of Directors and practicable, the provisions providing for the repurchase rights set forth in Article 3 herein. In the event the Company shall execute a supplemental indenture pursuant to this Section 10.08, the Company shall promptly file with the Trustee an Officers' Certificate briefly stating the reasons therefor, the kind or amount of cash, securities or property or asset that will comprise the Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with, and shall promptly provide notice thereof to all Holders. The Company shall cause notice of the execution of such supplemental indenture to be provided to each Holder, at its address appearing on the Register provided for in this Indenture, within twenty days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

(b) Notwithstanding the provisions of Section 10.03, and subject to the provisions of Section 10.01 and Section 10.07, at and after the effective time of such Merger Event, (i) the right to convert each $1,000 Principal Amount of Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock at the Company's election

as set forth in Section 10.02 and 10.03 will be changed to a right to convert each $1,000 Principal Amount of such Note into cash, the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such transaction would have owned or been entitled to receive (the "**Reference Property**") or a combination of cash and Reference Property at the Company's election, (ii) the related Conversion Obligation shall be settled as set forth under clause (c) below, and (iii) references herein to "Common Stock" shall be to such Reference Property to the extent the context of such references require.

(c) With respect to each $1,000 Principal Amount of Notes surrendered for conversion after the effective date of any such Merger Event, the Company's Conversion Obligation shall be settled in cash or units of Reference Property, at the Company's election, in accordance with Section 10.03 as follows:

(i) (A) if the Company elects to satisfy its Conversion Obligation in respect of such conversion by delivering solely Reference Property, the Company shall deliver to the converting Holder a number of units of Reference Property (each such unit comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration) equal to (1) the aggregate Principal Amount of Notes to be converted, divided by $1,000, multiplied by (2) the then-applicable Conversion Rate; (B) if the Company elects to satisfy its Conversion Obligation in respect of such conversion by paying solely cash, the Company shall pay to the converting Holder cash in an amount, per $1,000 Principal Amount of Notes equal to the sum of the Daily Conversion Values for each of the forty consecutive Trading Days during the related Cash Settlement Averaging Period, such Daily Conversion Values determined as if the reference to "the Daily VWAP of the Common Stock" in definition thereof were instead a reference to "the Daily VWAP of a unit of Reference Property" comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration (such unit, a "**Unit of Reference Property**"); and (C) if the Company elects to satisfy its Conversion Obligation through delivery of a combination of cash and Reference Property, the Company shall deliver in respect of each $1,000 Principal Amount of Notes being converted, a Settlement Amount equal to the sum of the Daily Settlement Amounts for each of the forty consecutive Trading Days during the Cash Settlement Averaging Period for such Note, such Daily Settlement Amounts determined as if the reference to "the Daily VWAP of the Common Stock" in definition of Daily Conversion Value and Daily Share Amount were instead a reference to "the Daily VWAP of a Unit of Reference Property" comprised of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration.

(ii) The Company will deliver the cash in lieu of fractional units of Reference Property as set forth pursuant to Section 10.03 (*provided* that the amount of such cash shall be determined as if references in such Section to "the Daily VWAP of the Common

Stock" were instead a reference to "the Daily VWAP of a unit of Reference Property" composed of the kind and amount of shares of stock, securities or other property or assets (including cash or any combination thereof) that a holder of one share of Common Stock immediately prior to such Merger Event would have owned or been entitled to receive based on the Weighted Average Consideration).

(iii) The Daily Settlement Amounts (if applicable) and Daily Conversion Values (if applicable) shall be determined by the Company promptly following the last day of the Cash Settlement Averaging Period.

(iv) For purposes of this Section 10.08, the "**Weighted Average Consideration**" means the weighted average of the types and amounts of consideration received by the holders of the Common Stock entitled to receive cash, securities or other property or assets with respect to or in exchange for such Common Stock in any Merger Event (in the event holders of the Common Stock are entitled to elect the type of consideration such holders receive, considering only holders who affirmatively make such an election).

(d) The above provisions of this Section shall similarly apply to successive Merger Events.

(e) In the event that the Notes become convertible into Reference Property pursuant to this Section 10.08, the Company shall notify the Trustee and issue a press release containing the relevant information, which will include the Weighted Average Consideration, and make such press release available on the Company's website.

Section 10.09 Responsibility of Trustee. The Trustee and any other Conversion Agent will not have any duty or responsibility to any Holder to determine whether any facts exist that require an adjustment of the Conversion Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed in making the same. Neither the Trustee nor any Conversion Agent will be responsible for any failure of the Company to deliver the cash or Common Stock, if any, due upon the surrender of any Notes for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article 10. Without limiting the generality of the foregoing, neither the Trustee nor any Conversion Agent will be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 10.08 hereof relating to the amount of cash or the number of Units of Reference Property, if any, receivable by Holders upon the conversion of their Notes after any Merger Event or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 7.01 hereof, the Trustee may accept as conclusive evidence of the correctness of any such provisions, and will be protected in relying upon, the Officers' Certificate (which the Company shall file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto and an Opinion of Counsel, both subject to the provisions of Section 12.04 hereof. The Trustee will have no responsibility to determine if a supplemental indenture must be entered into pursuant to Section 10.08.

ARTICLE XI

PAYMENT OF INTEREST

Section 11.01 Interest Payments. Interest on any Note that is payable, and is punctually paid or duly provided for, on any applicable Interest Payment Date shall be paid to the person in whose name that Note is registered at the Close of Business on the Regular Record Date or accrual date, as the case may be, for such interest at the office or agency of the Company maintained for such purpose. Each installment of interest payable in cash on any Definitive Note shall be payable (1) to Holders holding Definitive Notes having an aggregate Principal Amount of $1,000,000 or less, by check mailed to the Holders of such Notes and (2) to Holders holding Definitive Notes having an aggregate Principal Amount of more than $1,000,000, either by check mailed to each Holder or, upon written application by a Holder to the Registrar not later than the relevant Regular Record Date, by wire transfer in immediately available funds to that Holder's account within the United States, which application shall remain in effect until the Holder notifies, in writing, the Registrar to the contrary. In the case of a permanent Global Note, interest payable on any applicable payment date will be paid to the Depositary, with respect to that portion of such permanent Global Note held for its account by Cede & Co. for the purpose of permitting such party to credit the interest received by it in respect of such permanent Global Note to the accounts of the beneficial owners thereof.

Section 11.02 Defaulted Interest. Except as otherwise specified with respect to the Notes, any interest on any Note that is payable, but is not punctually paid or duly provided for, within 30 days following any applicable payment date (herein called "**Defaulted Interest**", which term shall include any accrued and unpaid interest that has accrued on such defaulted amount in accordance with paragraph 1 of the Notes), shall forthwith cease to be payable to the registered Holder thereof on the relevant Regular Record Date or accrual date, as the case may be, by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (a) or (b) below. All such Defaulted Interest shall be payable on the next Interest Payment Date.

(a) The Company may elect to make payment of any Defaulted Interest to the persons in whose names the Notes are registered at the Close of Business on a special record date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which shall not be less than 20 days after such notice is received by the Trustee), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a special record date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such special record date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the special record date therefor to be delivered to each Holder at such

Holder's address as it appears in the Register not less than 10 days prior to such special record date. Notice of the proposed payment of such Defaulted Interest and the special record date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Notes are registered at the Close of Business on such special record date and shall no longer be payable pursuant to the following clause (b).

(b) The Company may make payment of any Defaulted Interest on the Notes in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Notes may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Section 11.03 Interest Rights Preserved. Subject to the foregoing provisions of this Article 11 and Sections 2.08 and 2.09, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

ARTICLE XII

MISCELLANEOUS

Section 12.01 [RESERVED].

Section 12.02 Notices; Address of Agency. Any request, demand, authorization, notice, waiver, consent or communication shall be in writing and delivered in person or mailed by first-class mail, postage prepaid, addressed as follows or transmitted by facsimile transmission (confirmed by guaranteed overnight courier) to the following:

if to the Company:

Investor Relations Department
Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, New York 10591
Telephone No.: (914) 345-7400
Facsimile No.: (914) 593-1506

if to the Trustee, Registrar, Bid Solicitation Agent, Paying Agent or Conversion Agent:

Wells Fargo Bank, National Association
45 Broadway, 14th Floor,
New York, New York 10006,
Attention: Corporate Trust Services – Administrator, Regeneron Pharmaceuticals, Inc.

The Company or the Trustee by notice given to the other in the manner provided above may designate additional or different addresses for subsequent notices or communications.

Unless otherwise provided in this Indenture or in the Notes, (a) any notice or communication given to a Holder of a Definitive Note shall be mailed to the Holder, by first-class mail, postage prepaid, at the Holder's address as it appears on the registration books of the Registrar and shall be sufficiently given if so mailed within the time prescribed, and (b) any notice or communication given to a beneficial owner of a Global Note shall be given in accordance with the Applicable Procedures; *provided*, *however*, that the Company may, at its option, in lieu of delivering notice in such manner and/or form, satisfy any obligation under Sections 10.01(a)-(e) to deliver notice to a Holder by issuing a press release containing the relevant information and by using commercially reasonable efforts to disseminate such information on the Company's website or any other public medium reasonably likely to be viewed by such Holder.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not received by the addressee.

If the Company delivers a notice or communication to the Holders, it shall, on the same day, deliver a copy to the Trustee.

Except as otherwise described herein, notice to registered Holders of the notes will be given to the addresses as they appear in the Register. Notices will be deemed to have been given on the date of such mailing or electronic delivery. Whenever a notice is required to be given by the Company, such notice may be given by the Trustee on behalf of the Company.

Section 12.03 [RESERVED].

Section 12.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, *provided*, *however*, that no Opinion of Counsel shall be required in connection with the actions referred to in Sections 2.01 and 2.04 but only with regard to the issuance and authentication and delivery of the initial Notes (as may be increased by the aggregate Principal Amount of additional Notes purchased by the Initial Purchaser pursuant to its option to purchase additional Notes set forth in Section 2 of the Purchase Agreement), the Company shall, upon request by Trustee, furnish to the Trustee:

(a) an Officers' Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.05 Statements Required in Certificate or Opinion. Unless the Trustee agrees to accept a different form or format, each Officers' Certificate or Opinion of Counsel with respect to compliance with a covenant or condition provided for in this Indenture (except for such Officers' Certificate required to be delivered pursuant to Section 4.03 hereof) shall include:

(a) a statement that each person making such Officers' Certificate or Opinion of Counsel has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Officers' Certificate or Opinion of Counsel are based;

(c) a statement that, in the opinion of each such person, he has made such examination or investigation as is necessary to enable such person to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement that, in the opinion of such person, such covenant or condition has been complied with.

Section 12.06 Separability Clause. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.07 Rules by Trustee, Paying Agent, Conversion Agent and Registrar. The Trustee may make reasonable rules for action by or a meeting of Holders. The Registrar, Conversion Agent and the Paying Agent may make reasonable rules for their functions.

Section 12.08 Calculations. The calculation of the Conversion Obligation, Conversion Date, Daily VWAP, Cash Settlement Averaging Period, Fundamental Change Repurchase Price, Conversion Rate, Last Reported Sale Price of the Common Stock, the number of shares of Common Stock, if any, to be issued upon conversion and, except as otherwise provided in this Indenture, each other calculation to be made hereunder shall be the obligation of the Company only and not the Trustee or Conversion Agent. All calculations made by the Company as contemplated pursuant to this Section 12.08 shall be in good faith and final and binding on the Company and the Holders absent manifest error. The Company shall provide a schedule of the calculations to the Trustee and the Conversion Agent and the Trustee and the Conversion Agent are entitled to rely upon the accuracy of the calculations without independent verification. The Trustee will forward the calculations of the Company to any Holder upon the request of that Holder.

All calculations will be made to the nearest cent or to the nearest 1/10,000th of a share, as the case may be.

Section 12.09 Legal Holidays. A "**Legal Holiday**" is any day other than a Business Day. If any specified date (including a date for giving notice) is a Legal Holiday, the action shall be taken on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 12.10 Governing Law and Waiver of Jury Trial. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS INDENTURE AND THE NOTES, BUT WITHOUT GIVING EFFECT TO THE CHOICE OF LAW DOCTRINE THEREOF OTHER THAN TITLE 14 OF ARTICLE 5 OF NEW YORK GENERAL OBLIGATIONS LAW. EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 12.11 No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Notes or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

Section 12.12 Successors. All agreements of the Company in this Indenture and the Notes shall bind its successor. All agreements of the Trustee, the Registrar, the Paying Agent and the Conversion Agent in this Indenture and the Notes shall bind their respective successors.

Section 12.13 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 12.14 Table of Contents; Headings. The table of contents and headings of the articles and sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof, and will not modify or restrict any of the terms or provisions hereof.

Section 12.15 Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.16 Submission to Jurisdiction. The Company: (a) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture or the Notes, as the case may be, may be instituted in any U.S. federal court with applicable subject matter jurisdiction sitting in The City of New York; (b) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (c) submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

Section 12.17 No Security Interest Created. Except as provided in Section 7.07 hereof, nothing in this Indenture or in the Notes, expressed or implied, will be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 12.18 Benefits of Indenture. Nothing in this Indenture or in the Notes, expressed or implied, will give to any person, other than the parties hereto, any Paying Agent, any Conversion Agent, any authenticating agent, any Registrar and their successors hereunder or the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 12.19 U.S.A. Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Indenture on behalf of the respective parties hereto as of the date first above written.

REGENERON PHARMACEUTICALS, INC.

By: /s/ Leonard S. Schleifer
Name: Leonard S. Schleifer
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Indenture on behalf of the respective parties hereto as of the date first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: /s/ Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

EXHIBIT A

[FORM OF FACE OF NOTE]

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF REGENERON PHARMACEUTICALS, INC. (THE "**COMPANY**") OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE OR OTHERWISE ACQUIRE THIS NOTE OR A BENEFICIAL INTEREST HEREIN.

[*Include the following legend for Global Notes only (the "**Global Notes Legend**")*:**]**

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[*Include the following legend on all Notes that are Restricted Notes (the **"Restricted Notes Legend")***:**]**

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES; OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT; OR

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT, FOR PURPOSES OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. UPON REQUEST OF THE HOLDER OF THIS NOTE, THE COMPANY WILL PROMPTLY MAKE AVAILABLE TO THE HOLDER OF THIS NOTE, (I) THE ISSUE PRICE OF THE NOTE, (II) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT IN RESPECT THEREOF, (III) THE ISSUE DATE OF THE NOTE, AND (IV) THE YIELD TO MATURITY OF THE NOTE, IN EACH CASE AS DETERMINED UNDER THE ORIGINAL ISSUE DISCOUNT RULES OF THE U.S. INTERNAL REVENUE CODE. PLEASE CONTACT INVESTOR RELATIONS DEPARTMENT, REGENERON PHARMACEUTICALS, INC., 777 OLD SAW MILL RIVER ROAD, TARRYTOWN, NEW YORK 10591, TELEPHONE NO.: (914) 345-7741.

REGENERON PHARMACEUTICALS, INC.

1.875% Convertible Senior Notes due 2016

No. CUSIP: 75886FAC1 *
Issue Date: ISIN: US75886FAC14

Principal Amount:

[as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto][1]

REGENERON PHARMACEUTICALS, INC., a New York corporation, promises to pay to **[ ] [**include "*Cede & Co.*" *for Global Note***]** or registered assigns, the Principal Amount of $**[ ]** on October 1, 2016 (the "**Maturity Date**"). This Note shall bear cash interest at the rate of 1.875% per annum. This Note is convertible as specified on the other side of this Note.

Additional provisions of this Note are set forth on the other side of this Note.

* At such time as the Company provides the Free Transferability Certificate to the Trustee and the Registrar, these CUSIP and ISIN numbers will be deemed removed and replaced with the CUSIP number 75886F AD9 and ISIN number US75886FAD96 respectively (or, if required by the Depositary, the Company and the Trustee will cooperate to cause the execution and authentication of a replacement Global Note bearing such CUSIP and ISIN numbers pursuant to the terms of the Indenture).

[1] Include for Global Notes only.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

REGENERON PHARMACEUTICALS, INC.

By: _____

Name:
Title:
Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Wells Fargo Bank, National Association,
as Trustee, certifies that this is
one of the Notes referred
to in the within-mentioned Indenture.

By: _____
Authorized Signatory

Date: _____

[FORM OF REVERSE SIDE OF NOTE]

1.875% Convertible Senior Notes due 2016

1. Interest.

This Note shall bear cash interest at the rate of 1.875% per annum. Interest on this Note shall accrue from the most recent date to which interest has been paid or provided for, or if no interest has been paid or provided for, the Issue Date. Interest shall be payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2012, to the holders of record of Notes at the Close of Business on the March 15 or September 15 (whether or not a Business Day), as the case may be, immediately preceding the relevant Interest Payment Date. Subject to certain exceptions described in the Indenture, each payment of cash interest on this Note shall include interest accrued for the period commencing on and including the immediately preceding Interest Payment Date (or, if none, the Issue Date) through the day before the applicable Interest Payment Date or purchase date. Any payment required to be made on any day that is not a Business Day shall be made on the next succeeding Business Day, and no interest or other amount will be paid as a result of such postponment. Interest shall be calculated using a 360-day year composed of twelve 30-day months. Interest shall cease to accrue on this Note upon its Stated Maturity, conversion or purchase by the Company at the option of the Holder upon a Fundamental Change in accordance with paragraph 5 hereof. The Notes are not subject to redemption through the operation of any sinking fund or otherwise.

If the Principal Amount hereof or any portion of such Principal Amount is not paid when due (whether upon acceleration pursuant to Section 6.02 of the Indenture, upon the date set for payment of the Fundamental Change Repurchase Price pursuant to paragraph 5 hereof or upon the Stated Maturity of this Note), or if interest due hereon or any portion of such interest is not paid when due in accordance with paragraph 7 hereof, then in each such case the overdue amount shall, to the extent permitted by law, bear interest at the same interest rate, compounded semiannually, which interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on the next Interest Payment Date.

Pursuant to Section 4.02 of the Indenture, in certain circumstances, the Company will pay Additional Interest or Special Interest on this Note.

Pursuant to Section 6.04 of the Indenture, in certain circumstances, the Company will pay an Extension Fee on this Note.

Pursuant to Section 11.02 of the Indenture and paragraph 7 hereof, in certain circumstances, the Company will pay Defaulted Interest on this Note.

Unless the context requires otherwise, all references to “interest” in this Note will be deemed to include any Additional Interest, Special Interest and the Extension Fee.

2. Method of Payment.

Subject to the terms and conditions of the Indenture, the Company will make payments in respect of Fundamental Change Repurchase Prices and at Stated Maturity to Holders who surrender Notes to a Paying Agent to collect such payments in respect of the Notes. Payments in respect of Notes represented by a Global Note (including principal and interest) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company. The Company will pay any cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may make such cash payments by check payable in such money.

3. Paying Agent, Conversion Agent, Bid Solicitation Agent and Registrar.

Initially, Wells Fargo Bank, National Association, a national banking association, organized and existing under the laws of the United States of America (the "**Trustee**"), will act as Paying Agent, Conversion Agent, Bid Solicitation Agent and Registrar. The Company may appoint and change any Paying Agent, Conversion Agent, Bid Solicitation Agent or Registrar without notice, other than notice to the Trustee; *provided*, *however*, that the Company will maintain at least one Paying Agent in the United States of America, which will initially be an office or agency of the Trustee. The Company or any of its Subsidiaries or any of their Affiliates may act as Paying Agent, Conversion Agent or Registrar. The Company may maintain deposit accounts and conduct other banking transactions with the Trustee in the normal course of business.

4. Indenture

The Company issued the Notes under an Indenture dated as of October 21, 2011 (the "**Indenture**"), between the Company and the Trustee. The terms of the Notes include those stated in the Indenture. Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of those terms.

The Notes are senior unsecured obligations of the Company limited to $400,000,000 aggregate Principal Amount, as may be increased by the aggregate Principal Amount of additional Notes purchased by the Initial Purchaser pursuant to its option to purchase additional Notes set forth in Section 2 of the Purchase Agreement, which aggregate Principal Amount shall not exceed $60,000,000 (subject to Section 2.01 of the Indenture) or qualified reopening. The Indenture does not limit other indebtedness of the Company, secured or unsecured.

5. Repurchase by the Company at the Option of the Holder upon a Fundamental Change.

At the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall become obligated to repurchase the Notes held by such Holder on a date no earlier than 20 calendar days, and no later than 35 calendar days, after the Fundamental Change Notice Date for a Fundamental Change for a Fundamental Change Repurchase Price equal to the Principal Amount of the Notes to be repurchased, plus accrued and

unpaid interest to, but excluding, the Fundamental Change Repurchase Date, unless the Fundamental Change Repurchase Date is after a Regular Record Date and on or prior to the Interest Payment Date to which it relates, in which case interest accrued to the Interest Payment Date will be paid to Holders of the Notes as of the preceding Regular Record Date, which Fundamental Change Repurchase Price shall be paid in cash.

Holders have the right to withdraw any Fundamental Change Repurchase Notice by delivering to the Paying Agent a written notice of withdrawal in accordance with the provisions of the Indenture.

If cash sufficient to pay the Fundamental Change Repurchase Price, of, together with any accrued and unpaid interest with respect to, all Notes or portions thereof to be repurchased as of the Fundamental Change Repurchase Date is deposited with the Paying Agent on the Fundamental Change Repurchase Date, interest shall cease to accrue on such Notes (or portions thereof) immediately after such Fundamental Change Repurchase Date whether or not the Note is delivered to the Paying Agent, and the Holder thereof shall have no other rights as such (other than the right to receive the Fundamental Change Repurchase Price and previously accrued and unpaid interest upon delivery, book-entry transfer or transfer of such Note).

6. Conversion.

Subject to and upon compliance with the provisions set forth in the Indenture (including the conditions to conversion set forth in Section 10.01 of the Indenture), a Holder of this Note has the right, at such Holder's option, to convert the Principal Amount hereof or any portion thereof such that the Principal Amount that is not so converted equals $1,000 or an integral multiple of $1,000 in excess thereof into an amount of cash, a number of shares of Common Stock, or a combination thereof, based on the Conversion Rate in effect on the Conversion Date for this Note. The Conversion Rate will initially equal 11.9021 shares of Common Stock per $1,000 Principal Amount of the Notes and is subject to adjustment as described in the Indenture.

7. Defaulted Interest.

Except as otherwise specified with respect to the Notes, any Defaulted Interest on any Note shall forthwith cease to be payable to the registered Holder thereof on the relevant Regular Record Date or accrual date, as the case may be, by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company as provided for in Section 11.02 of the Indenture.

8. Denominations; Transfer; Exchange.

The Notes are in fully registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer or exchange of any Notes in respect of which a Fundamental Change Repurchase Notice

has been given and not withdrawn (except, in the case of a Note to be repurchased in part, the portion of the Note not to be repurchased) or in respect of which a Conversion Notice has been given (except, in the case of a Note to be converted in part, the portion of the Note not to be converted).

9. Persons Deemed Owners.

The registered Holder of this Note may be treated as the owner of this Note for all purposes.

10. Unclaimed Money or Securities.

The Trustee and the Paying Agent shall return to the Company upon written request any money or securities held by them for the payment of any amount with respect to the Notes that remains unclaimed for two years, subject to applicable unclaimed property laws. After return to the Company, Holders entitled to the money or securities must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

11. Amendment; Waiver.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate Principal Amount of the Notes at the time outstanding and (ii) certain Defaults may be waived with the written consent of the Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes (i) to cure any ambiguity, omission, defect or inconsistency in the Indenture or the Notes; (ii) to comply with Article 5 or Section 10.08 of the Indenture; (iii) to conform the provisions of the Indenture to the "Description of Notes" section in the Offering Circular, as supplemented by the related pricing term sheet; (iv) to add guarantees with respect to the Notes; (v) to secure the Company's obligations under the Notes and the Indenture; (vi) to add to the Company's covenants for the benefit of the Holders or to surrender any right or power conferred upon the Company; (vii) to make any change that does not materially adversely affect the rights of any Holder; (viii) to appoint a successor Trustee with respect to the Notes; or (ix) to irrevocably elect to settle Conversion Obligation in cash, shares or combination thereof.

12. Defaults and Remedies.

Under the Indenture, Events of Default include: (i) Default in the payment of the Principal Amount of any Note when due and payable at its Stated Maturity, upon required repurchase in connection with a Fundamental Change, upon declaration of acceleration or otherwise; (ii) Default in any payment of interest on any Note when due and payable if the default continues for a period of 30 days; (iii) Default in the performance, or breach, of any covenant or agreement of the Company in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clauses (i) or (ii) above or in clause (vi) below), and continuance of such default or breach for a period of 60 days after written notice thereof has been given to the Company by the

Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate Principal Amount of the outstanding Notes (any such notice must specify the Default, demand that it be remedied and state that such notice is a "**Notice of Default**"); (iv) a Default or Defaults under any bonds, debentures, notes or other evidences of indebtedness (other than the Notes) having, individually or in the aggregate, a principal or similar amount outstanding of at least $15.0 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $15.0 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be; (v) the failure by the Company to comply with the obligation to convert the Notes into Common Stock, cash or a combination of cash and Common Stock, as applicable, in accordance with Article 10 hereof upon exercise of a Holder's conversion right and such failure continues for 5 days; (vi) failure by the Company to provide a Fundamental Change Notice pursuant to Section 3.03(a) of the Indenture when due if such failure continues for 5 days; and (vii) certain events of bankruptcy or insolvency.

If an Event of Default occurs and is continuing (other than certain events of bankruptcy or insolvency with respect to the Company), the Trustee, or the Holders of at least 25% in aggregate Principal Amount of the Notes at the time outstanding, may declare the Principal Amount through the date of such declaration, and any accrued and unpaid interest through the date of such declaration, on all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency with respect to the Company, however, are Events of Default which will result in the Principal Amount on the Notes, and any accrued and unpaid interest through the occurrence of such event, becoming due and payable immediately upon the occurrence of such Events of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity and/or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of amounts specified in clauses (i) and (ii) above) if it determines that withholding notice is in their interests.

13. Trustee Dealings with the Company.

The Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others.

A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication.

This Note shall not be valid until an authorized signatory of the Trustee manually signs the Trustee's Certificate of Authentication on the other side of this Note.

16. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

17. GOVERNING LAW.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS INDENTURE AND THE NOTES, BUT WITHOUT GIVING EFFECT TO THE CHOICE OF LAW DOCTRINE THEREOF OTHER THAN TITLE 14 OF ARTICLE 5 OF NEW YORK GENERAL OBLIGATIONS LAW.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

Investor Relations Department
Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, New York 10591
Telephone No.: (914) 345-7400
Facsimile No.: (914) 593-1506

ASSIGNMENT FORM

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Insert assignee's Soc. Sec. or Tax ID no.)

(Print or type Assignee's name, address and zip code)

and irrevocably appoint

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Signature Guaranteed

Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Authorized Signatory

CONVERSION NOTICE

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

To convert this Note into cash and Common Stock of the Company, if any, check the box: ☐

To convert only part of this Note, state the Principal Amount to be converted (which must be such that the Principal Amount of this Note that is not converted equals $1,000 or an integral multiple of $1,000 in excess thereof):

$

If you want any stock certificate issuable upon conversion of this Note made out in another person's name, fill in the form below:

(Insert other person's Soc. Sec. or Tax ID no.)

(Print or type Assignee's name, address and zip code)

Signature Guaranteed

Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Authorized Signatory

FUNDAMENTAL CHANGE REPURCHASE NOTICE

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

Wells Fargo Bank, National Association
45 Broadway, 14th Floor,
New York, New York 10006,
Attention: Corporate Trust Services – Administrator, Regeneron Pharmaceuticals, Inc.

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Regeneron Pharmaceuticals, Inc. (the "**Company**") as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with the applicable provisions of the Indenture referred to in this Note (1) the entire Principal Amount of this Note, or the portion thereof (that is such that the Principal Amount of this Note that is repurchased will equal $1,000 Principal Amount or an integral multiple of $1,000 in excess thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not occur during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Fundamental Change Repurchase Date.

Certificate Number:

Dated:

Signature(s)

Social Note or Other Taxpayer Identification Number

Principal amount to be repaid (if less than all): $,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

[Include for Global Note]

SCHEDULE OF INCREASES AND DECREASES OF GLOBAL NOTE

Initial Principal Amount of Global Note:

Date	Amount of Increase in Principal Amount of Global Note	Amount of Decrease in Principal Amount of Global Note	Principal Amount of Global Note After Increase or Decrease	Notation by Registrar, Trustee or Note Custodian

EXHIBIT B

RESTRICTED STOCK LEGEND

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE OF THE COMPANY'S 1.875% CONVERTIBLE SENIOR NOTES DUE 2016 OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES, OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRANSFER AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

EXHIBIT C

FORM OF TRANSFER CERTIFICATE

Wells Fargo Bank – DAPS Reorg
MAC N9303-121
608 2nd Avenue South
Minneapolis, MN 55479

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

Transfer Certificate

In connection with any transfer of any of Notes that bear the Restricted Notes Legend or that are required to bear the Restricted Notes Legend under the Indenture, the undersigned registered owner of this Note hereby certifies with respect to $ Principal Amount of the above-captioned Notes presented or surrendered on the date hereof (the "**Surrendered Notes**") for registration of transfer, or for exchange or conversion where the securities issuable upon such exchange or conversion are to be registered in a name other than that of the undersigned registered owner (each such transaction being a "**transfer**"), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

☐ The transfer of the Surrendered Notes is to the Company or any of its Subsidiaries; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act; or

☐ The transfer of the Surrendered Notes is to a Qualified Institutional Buyer in compliance with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

Date: _____

By: _____

(If the registered owner is a corporation, partnership or fiduciary, the title of the person signing on behalf of such registered owner must be stated.)

Signature Guaranteed

_____
Participant in a Recognized Signature

Guarantee Medallion Program

By: _____
Authorized Signatory

EXHIBIT D

FORM OF FREE TRANSFERABILITY CERTIFICATE

Wells Fargo Bank, National Association
45 Broadway, 14th Floor,
New York, New York 10006,
Attention: Corporate Trust Services – Administrator, Regeneron Pharmaceuticals, Inc.

Dear Sir/Madam:

Whereas the 1.875% Convertible Senior Notes due 2016 of Regeneron Pharmaceuticals, Inc. (the "**Notes**") have become freely tradable without restriction by non-affiliates of Regeneron Pharmaceuticals, Inc. (the "**Company**") pursuant to Rule 144(b)(1) under the Securities Act of 1933, as amended, in accordance with Section 2.10 of the Indenture, dated as of October 21, 2011 (the "**Indenture**"), between the Company and Wells Fargo Bank, National Association, as trustee, pursuant to which the Notes were issued, the Company hereby instructs you that, unless otherwise later directed in writing by the Company:

(i) the restrictive legends described in Section 2.09 of the Indenture and set forth on the Notes will be deemed removed from the Global Notes representing such securities, in accordance with the terms and conditions of the Notes and as provided in the Indenture, without further action on the part of holders; and

(ii) the Restricted Notes CUSIP and Restricted Notes ISIN will be deemed removed from the global Notes and replaced, respectively, with the Unrestricted Notes CUSIP and Unrestricted Notes ISIN set forth therein, in accordance with the terms and conditions of the Notes and as provided in the Indenture, without further action on the part of holders.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

Very truly yours,

Regeneron Pharmaceuticals, Inc.

By: _____
Name:
Title:

EXHIBIT E

FORM OF TRANSFER AGENT NOTICE

AMERICAN STOCK TRANSFER & TRUST COMPANY
59 Maiden Lane
New York, New York 10038
Phone: 212 936 5100

Dear Sir/Madam:

Whereas the 1.875% Convertible Senior Notes due 2016 of Regeneron Pharmaceuticals, Inc. (the "**Notes**") have become freely tradable without restriction by non-affiliates of Regeneron Pharmaceuticals, Inc. (the "**Company**") pursuant to Rule 144(b)(1) under the Securities Act of 1933, as amended, in accordance with Section 2.10 of the Indenture, dated as of October 21, 2011 (the "**Indenture**"), between the Company and Wells Fargo Bank, National Association, as trustee, pursuant to which the Notes were issued, the Company hereby instructs you that, unless otherwise later instructed in writing by the Company:

(i) any shares of Common Stock issued upon conversion of the Notes (A) shall be issued without the Restricted Stock Legend and (B) will be assigned the Unrestricted Stock CUSIP; and

(ii) (A) the Restricted Stock Legend will be deemed removed from any shares of Common Stock previously issued upon conversion of the Notes and (B) the CUSIP number will be deemed removed from such shares of Common Stock and replaced with the Unrestricted Stock CUSIP.

Capitalized terms used but not defined herein have the meanings set forth in the Indenture.

Very truly yours,

Regeneron Pharmaceuticals, Inc.

By: _____
Name:
Title:

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF REGENERON PHARMACEUTICALS, INC. (THE "**COMPANY**") OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE THREE IMMEDIATELY PRECEDING MONTHS MAY PURCHASE OR OTHERWISE ACQUIRE THIS NOTE OR A BENEFICIAL INTEREST HEREIN.

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS SECURITY FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE DEPOSITORY TRUST COMPANY, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

(1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND

(2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN PRIOR TO THE DATE THAT IS THE LATER OF (X) ONE YEAR AFTER THE LAST ORIGINAL ISSUE DATE HEREOF OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:

(A) TO THE COMPANY OR ANY OF ITS SUBSIDIARIES; OR

(B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT; OR

(C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH CLAUSE (2)(D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT, FOR PURPOSES OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. UPON REQUEST OF THE HOLDER OF THIS NOTE, THE COMPANY WILL PROMPTLY MAKE AVAILABLE TO THE HOLDER OF THIS NOTE, (I) THE ISSUE PRICE OF THE NOTE, (II) THE AMOUNT OF ORIGINAL ISSUE DISCOUNT IN RESPECT THEREOF, (III) THE ISSUE DATE OF THE NOTE, AND (IV) THE YIELD TO MATURITY OF THE NOTE, IN EACH CASE AS DETERMINED UNDER THE ORIGINAL ISSUE DISCOUNT RULES OF THE U.S. INTERNAL REVENUE CODE. PLEASE CONTACT INVESTOR RELATIONS DEPARTMENT, REGENERON PHARMACEUTICALS, INC., 777 OLD SAW MILL RIVER ROAD, TARRYTOWN, NEW YORK 10591, TELEPHONE NO.: (914) 345-7741.

REGENERON PHARMACEUTICALS, INC.

1.875% Convertible Senior Notes due 2016

No. 1 CUSIP: 75886FAC1 *
Issue Date: October 21, 2011 ISIN: US75886FAC14

Principal Amount: $400,000,000

as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto

REGENERON PHARMACEUTICALS, INC., a New York corporation, promises to pay to *Cede & Co.* or registered assigns, the Principal Amount of four hundred million dollars ($400,000,000) on October 1, 2016 (the "**Maturity Date**"). This Note shall bear cash interest at the rate of 1.875% per annum. This Note is convertible as specified on the other side of this Note.

Additional provisions of this Note are set forth on the other side of this Note.

* At such time as the Company provides the Free Transferability Certificate to the Trustee and the Registrar, these CUSIP and ISIN numbers will be deemed removed and replaced with the CUSIP number 75886F AD9 and ISIN number US75886FAD96 respectively (or, if required by the Depositary, the Company and the Trustee will cooperate to cause the execution and authentication of a replacement Global Note bearing such CUSIP and ISIN numbers pursuant to the terms of the Indenture).

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

REGENERON PHARMACEUTICALS, INC.

By: /s/ Leonard S. Schleifer
Name: Leonard S. Schleifer
Title: President and Chief Executive Officer
Dated: October 21, 2011

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Wells Fargo Bank, National Association,
as Trustee, certifies that this
is one of the Notes referred
to in the within-mentioned Indenture.

By: /s/ Raymond Delli Colli
Authorized Signatory

Date: October 21, 2011

REVERSE SIDE OF NOTE

1.875% Convertible Senior Notes due 2016

1. Interest.

This Note shall bear cash interest at the rate of 1.875% per annum. Interest on this Note shall accrue from the most recent date to which interest has been paid or provided for, or if no interest has been paid or provided for, the Issue Date. Interest shall be payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2012, to the holders of record of Notes at the Close of Business on the March 15 or September 15 (whether or not a Business Day), as the case may be, immediately preceding the relevant Interest Payment Date. Subject to certain exceptions described in the Indenture, each payment of cash interest on this Note shall include interest accrued for the period commencing on and including the immediately preceding Interest Payment Date (or, if none, the Issue Date) through the day before the applicable Interest Payment Date or purchase date. Any payment required to be made on any day that is not a Business Day shall be made on the next succeeding Business Day, and no interest or other amount will be paid as a result of such postponment. Interest shall be calculated using a 360-day year composed of twelve 30-day months. Interest shall cease to accrue on this Note upon its Stated Maturity, conversion or purchase by the Company at the option of the Holder upon a Fundamental Change in accordance with paragraph 5 hereof. The Notes are not subject to redemption through the operation of any sinking fund or otherwise.

If the Principal Amount hereof or any portion of such Principal Amount is not paid when due (whether upon acceleration pursuant to Section 6.02 of the Indenture, upon the date set for payment of the Fundamental Change Repurchase Price pursuant to paragraph 5 hereof or upon the Stated Maturity of this Note), or if interest due hereon or any portion of such interest is not paid when due in accordance with paragraph 7 hereof, then in each such case the overdue amount shall, to the extent permitted by law, bear interest at the same interest rate, compounded semiannually, which interest shall accrue from the date such overdue amount was originally due to the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on the next Interest Payment Date.

Pursuant to Section 4.02 of the Indenture, in certain circumstances, the Company will pay Additional Interest or Special Interest on this Note.

Pursuant to Section 6.04 of the Indenture, in certain circumstances, the Company will pay an Extension Fee on this Note.

Pursuant to Section 11.02 of the Indenture and paragraph 7 hereof, in certain circumstances, the Company will pay Defaulted Interest on this Note.

Unless the context requires otherwise, all references to "interest" in this Note will be deemed to include any Additional Interest, Special Interest and the Extension Fee.

2. Method of Payment.

Subject to the terms and conditions of the Indenture, the Company will make payments in respect of Fundamental Change Repurchase Prices and at Stated Maturity to Holders who surrender Notes to a Paying Agent to collect such payments in respect of the Notes. Payments in respect of Notes represented by a Global Note (including principal and interest) will be made by wire transfer of immediately available funds to the accounts specified by The Depository Trust Company. The Company will pay any cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may make such cash payments by check payable in such money.

3. Paying Agent, Conversion Agent, Bid Solicitation Agent and Registrar.

Initially, Wells Fargo Bank, National Association, a national banking association, organized and existing under the laws of the United States of America (the "**Trustee**"), will act as Paying Agent, Conversion Agent, Bid Solicitation Agent and Registrar. The Company may appoint and change any Paying Agent, Conversion Agent, Bid Solicitation Agent or Registrar without notice, other than notice to the Trustee; *provided*, *however*, that the Company will maintain at least one Paying Agent in the United States of America, which will initially be an office or agency of the Trustee. The Company or any of its Subsidiaries or any of their Affiliates may act as Paying Agent, Conversion Agent or Registrar. The Company may maintain deposit accounts and conduct other banking transactions with the Trustee in the normal course of business.

4. Indenture

The Company issued the Notes under an Indenture dated as of October 21, 2011 (the "**Indenture**"), between the Company and the Trustee. The terms of the Notes include those stated in the Indenture. Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture for a statement of those terms.

The Notes are senior unsecured obligations of the Company limited to $400,000,000 aggregate Principal Amount, as may be increased by the aggregate Principal Amount of additional Notes purchased by the Initial Purchaser pursuant to its option to purchase additional Notes set forth in Section 2 of the Purchase Agreement, which aggregate

Principal Amount shall not exceed $60,000,000 (subject to Section 2.01 of the Indenture) or qualified reopening. The Indenture does not limit other indebtedness of the Company, secured or unsecured.

5. Repurchase by the Company at the Option of the Holder upon a Fundamental Change.

At the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall become obligated to repurchase the Notes held by such Holder on a date no earlier than 20 calendar days, and no later than 35 calendar days, after the Fundamental Change Notice Date for a Fundamental Change for a Fundamental Change Repurchase Price equal to the Principal Amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the Fundamental Change Repurchase Date, unless the Fundamental Change Repurchase Date is after a Regular Record Date and on or prior to the Interest Payment Date to which it relates, in which case interest accrued to the Interest Payment Date will be paid to Holders of the Notes as of the preceding Regular Record Date, which Fundamental Change Repurchase Price shall be paid in cash.

Holders have the right to withdraw any Fundamental Change Repurchase Notice by delivering to the Paying Agent a written notice of withdrawal in accordance with the provisions of the Indenture.

If cash sufficient to pay the Fundamental Change Repurchase Price, of, together with any accrued and unpaid interest with respect to, all Notes or portions thereof to be repurchased as of the Fundamental Change Repurchase Date is deposited with the Paying Agent on the Fundamental Change Repurchase Date, interest shall cease to accrue on such Notes (or portions thereof) immediately after such Fundamental Change Repurchase Date whether or not the Note is delivered to the Paying Agent, and the Holder thereof shall have no other rights as such (other than the right to receive the Fundamental Change Repurchase Price and previously accrued and unpaid interest upon delivery, book-entry transfer or transfer of such Note).

6. Conversion.

Subject to and upon compliance with the provisions set forth in the Indenture (including the conditions to conversion set forth in Section 10.01 of the Indenture), a Holder of this Note has the right, at such Holder’s option, to convert the Principal Amount hereof or any portion thereof such that the Principal Amount that is not so converted equals $1,000 or an integral multiple of $1,000 in excess thereof into an amount of cash, a number of shares of Common Stock, or a combination thereof, based on the Conversion Rate in effect on the Conversion Date for this Note. The Conversion Rate will initially equal 11.9021 shares of Common Stock per $1,000 Principal Amount of the Notes and is subject to adjustment as described in the Indenture.

7. Defaulted Interest.

Except as otherwise specified with respect to the Notes, any Defaulted Interest on any Note shall forthwith cease to be payable to the registered Holder thereof on the relevant Regular Record Date or accrual date, as the case may be, by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company as provided for in Section 11.02 of the Indenture.

8. Denominations; Transfer; Exchange.

The Notes are in fully registered form, without coupons, in denominations of $1,000 and integral multiples of $1,000 in excess thereof. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not register the transfer or exchange of any Notes in respect of which a Fundamental Change Repurchase Notice has been given and not withdrawn (except, in the case of a Note to be repurchased in part, the portion of the Note not to be repurchased) or in respect of which a Conversion Notice has been given (except, in the case of a Note to be converted in part, the portion of the Note not to be converted).

9. Persons Deemed Owners.

The registered Holder of this Note may be treated as the owner of this Note for all purposes.

10. Unclaimed Money or Securities.

The Trustee and the Paying Agent shall return to the Company upon written request any money or securities held by them for the payment of any amount with respect to the Notes that remains unclaimed for two years, subject to applicable unclaimed property laws. After return to the Company, Holders entitled to the money or securities must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

11. Amendment; Waiver.

Subject to certain exceptions set forth in the Indenture, (i) the Indenture or the Notes may be amended with the written consent of the Holders of at least a majority in aggregate Principal Amount of the Notes at the time outstanding and (ii) certain Defaults may be waived with the written consent of the Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding. Subject to certain exceptions set forth in the Indenture, without the consent of any Holder, the Company and the Trustee may amend the Indenture or the Notes (i) to cure any ambiguity, omission, defect or inconsistency in the Indenture or the Notes; (ii) to comply with Article 5 or Section 10.08 of the Indenture; (iii) to conform the provisions of the Indenture to the "Description of Notes" section in the Offering Circular, as supplemented by the related pricing term sheet; (iv) to add guarantees with

respect to the Notes; (v) to secure the Company's obligations under the Notes and the Indenture; (vi) to add to the Company's covenants for the benefit of the Holders or to surrender any right or power conferred upon the Company; (vii) to make any change that does not materially adversely affect the rights of any Holder; (viii) to appoint a successor Trustee with respect to the Notes; or (ix) to irrevocably elect to settle Conversion Obligation in cash, shares or combination thereof.

12. Defaults and Remedies.

Under the Indenture, Events of Default include: (i) Default in the payment of the Principal Amount of any Note when due and payable at its Stated Maturity, upon required repurchase in connection with a Fundamental Change, upon declaration of acceleration or otherwise; (ii) Default in any payment of interest on any Note when due and payable if the default continues for a period of 30 days; (iii) Default in the performance, or breach, of any covenant or agreement of the Company in this Indenture (other than a covenant or agreement a default in whose performance or whose breach is specifically dealt with in clauses (i) or (ii) above or in clause (vi) below), and continuance of such default or breach for a period of 60 days after written notice thereof has been given to the Company by the Trustee or to the Company and the Trustee by the holders of at least 25% in aggregate Principal Amount of the outstanding Notes (any such notice must specify the Default, demand that it be remedied and state that such notice is a "**Notice of Default**"); (iv) a Default or Defaults under any bonds, debentures, notes or other evidences of indebtedness (other than the Notes) having, individually or in the aggregate, a principal or similar amount outstanding of at least $15.0 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $15.0 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be; (v) the failure by the Company to comply with the obligation to convert the Notes into Common Stock, cash or a combination of cash and Common Stock, as applicable, in accordance with Article 10 hereof upon exercise of a Holder's conversion right and such failure continues for 5 days; (vi) failure by the Company to provide a Fundamental Change Notice pursuant to Section 3.03(a) of the Indenture when due if such failure continues for 5 days; and (vii) certain events of bankruptcy or insolvency.

If an Event of Default occurs and is continuing (other than certain events of bankruptcy or insolvency with respect to the Company), the Trustee, or the Holders of at least 25% in aggregate Principal Amount of the Notes at the time outstanding, may declare the Principal Amount through the date of such declaration, and any accrued and unpaid interest through the date of such declaration, on all the Notes to be due and payable immediately. Certain events of bankruptcy or insolvency with respect to the Company, however, are Events of Default which will result in the Principal Amount on the Notes, and any accrued and unpaid interest through the occurrence of such event, becoming due and payable immediately upon the occurrence of such Events of Default.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity and/or security reasonably satisfactory to it. Subject to certain limitations, Holders of a majority in aggregate Principal Amount of the Notes at the time outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default in payment of amounts specified in clauses (i) and (ii) above) if it determines that withholding notice is in their interests.

13. Trustee Dealings with the Company.

The Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with and collect obligations owed to it by the Company or its Affiliates and may otherwise deal with the Company or its Affiliates with the same rights it would have if it were not Trustee.

14. No Recourse Against Others.

A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Notes.

15. Authentication.

This Note shall not be valid until an authorized signatory of the Trustee manually signs the Trustee's Certificate of Authentication on the other side of this Note.

16. Abbreviations.

Customary abbreviations may be used in the name of a Holder or an assignee, such as TEN COM (=tenants in common), TEN ENT (=tenants by the entireties), JT TEN (=joint tenants with right of survivorship and not as tenants in common), CUST (=custodian), and U/G/M/A (=Uniform Gift to Minors Act).

17. GOVERNING LAW.

THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS INDENTURE AND THE NOTES, BUT WITHOUT GIVING EFFECT TO THE CHOICE OF LAW DOCTRINE THEREOF OTHER THAN TITLE 14 OF ARTICLE 5 OF NEW YORK GENERAL OBLIGATIONS LAW.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture which has in it the text of this Note in larger type. Requests may be made to:

Investor Relations Department

Regeneron Pharmaceuticals, Inc.

777 Old Saw Mill River Road

Tarrytown, New York 10591

Telephone No.: (914) 345-7400

Facsimile No.: (914) 593-1506

ASSIGNMENT FORM

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Insert assignee's Soc. Sec. or Tax ID no.)

(Print or type Assignee's name, address and zip code)

and irrevocably appoint

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Signature Guaranteed

Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Authorized Signatory

CONVERSION NOTICE

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

To convert this Note into cash and Common Stock of the Company, if any, check the box: ☐

To convert only part of this Note, state the Principal Amount to be converted (which must be such that the Principal Amount of this Note that is not converted equals $1,000 or an integral multiple of $1,000 in excess thereof):

$

If you want any stock certificate issuable upon conversion of this Note made out in another person's name, fill in the form below:

(Insert other person's Soc. Sec. or Tax ID no.)

(Print or type Assignee's name, address and zip code)

Signature Guaranteed

Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Authorized Signatory

FUNDAMENTAL CHANGE REPURCHASE NOTICE

REGENERON PHARMACEUTICALS, INC.
1.875% CONVERTIBLE SENIOR NOTES DUE 2016

Wells Fargo Bank, National Association
45 Broadway, 14th Floor,

New York, New York 10006,

Attention: Corporate Trust Services – Administrator, Regeneron Pharmaceuticals, Inc.

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Regeneron Pharmaceuticals, Inc. (the "**Company**") as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date and requests and instructs the Company to pay to the registered holder hereof in accordance with the applicable provisions of the Indenture referred to in this Note (1) the entire Principal Amount of this Note, or the portion thereof (that is such that the Principal Amount of this Note that is repurchased will equal $1,000 Principal Amount or an integral multiple of $1,000 in excess thereof) below designated, and (2) if such Fundamental Change Repurchase Date does not occur during the period after a Regular Record Date and on or prior to the corresponding Interest Payment Date, accrued and unpaid interest, if any, thereon to, but excluding, such Fundamental Change Repurchase Date.

Certificate Number:

Dated:

Signature(s)

Social Note or Other Taxpayer Identification Number

Principal amount to be repaid (if less than all): $,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

SCHEDULE OF INCREASES AND DECREASES OF GLOBAL NOTE

Initial Principal Amount of Global Note:

Date	Amount of Increase in Principal Amount of Global Note	Amount of Decrease in Principal Amount of Global Note	Principal Amount of Global Note After Increase or Decrease	Notation by Registrar, Trustee or Note Custodian

Exhibit 10.1

Execution Version

MASTER TERMS AND CONDITIONS FOR CONVERTIBLE BOND HEDGING TRANSACTIONS
BETWEEN GOLDMAN, SACHS & CO. AND REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Base Convertible Bond Hedging Transactions (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for convertible bond hedging transactions to be entered into between Goldman, Sachs & Co. ("Dealer") and Regeneron Pharmaceuticals, Inc. ("Counterparty"). Each such transaction (a "Transaction") entered into between Dealer and Counterparty that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Counterparty and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first" and (ii) the election of United States dollars as the Termination Currency) between Dealer and Counterparty, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Unit shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Counterparty or any confirmation or other agreement between Dealer and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Counterparty are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Counterparty and Dealer with respect to such Transaction.

Each Transaction to which a Confirmation relates is a Convertible Bond Hedging Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions (and references herein to "Units" shall be deemed to be references to "Options" for purposes of the Definitions), and shall have the following terms:

Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Option Type:	Call
Option Style:	Modified American (as described below)
Seller:	Dealer
Buyer:	Counterparty
Shares:	The Common Stock of Counterparty, par value USD0.001 per share (Ticker Symbol: "REGN").
Convertible Notes:	As set forth in the Confirmation for such Transaction
Indenture:	As set forth in the Confirmation for such Transaction
Number of Units:	As set forth in the Confirmation for such Transaction.
Unit Entitlement:	As set forth in the Confirmation for such Transaction
Strike Price:	As set forth in the Confirmation for such Transaction
Applicable Percentage:	As set forth in the Confirmation for such Transaction
Number of Shares:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchange:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with

respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Counterparty shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Counterparty in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. <u>Procedure for Exercise</u>:

Exercise Dates:	Each Conversion Date.
Conversion Date:	Each "Conversion Date", as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights".
Required Exercise on Conversion Dates:	On each Conversion Date, a number of Units equal to the number of Convertible Notes in denominations of USD1,000 principal amount satisfying all of the requirements for conversion on such Conversion Date in accordance with the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Procedures" shall be automatically exercised, subject to "Notice of Exercise" below.
Expiration Date:	As set forth in the Confirmation for such Transaction
Multiple Exercise:	Applicable, as provided above under "Required Exercise on Conversion Dates".
Minimum Number of Units:	Zero
Maximum Number of Units:	Number of Units
Integral Multiple:	Not Applicable

Automatic Exercise:	As provided above under “Required Exercise on Conversion Dates”.
Notice of Exercise:	Notwithstanding anything to the contrary in the Definitions, Dealer shall have no obligation to make any payment or delivery in respect of any exercise of Units hereunder unless Counterparty notifies Seller in writing prior to 3:00 PM, New York City time, on the Scheduled Trading Day immediately preceding the first “Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) of the “Cash Settlement Averaging Period”, as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”, relating to the Convertible Notes converted on the Conversion Date relating to the relevant Exercise Date (the “Notice Deadline”) of (i) the number of Units being exercised on such Exercise Date, (ii) if applicable, the scheduled commencement date of the “Cash Settlement Averaging Period” for the Convertible Notes converted on the Conversion Date corresponding to such Exercise Date, (iii) whether Counterparty will satisfy its conversion obligation with respect to such Convertible Notes solely in cash (“Cash Settlement”), through delivery of a combination of cash and Shares (“Combination Settlement”) or solely in Shares (“Physical Settlement”; each of Cash Settlement, Combination Settlement and Physical Settlement, a “Settlement Method”) and (iv) in the case of Combination Settlement, the applicable “Specified Dollar Amount” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”), if other than $1,000; provided that if the Conversion Date for such Unit occurs on of after June 1, 2016 (the “Final Averaging Period Date”), the notice need not contain the information described in clause (ii) above, the Company may provide Dealer with a single notice with respect to the information described in clause (i) above, and the Notice Deadline with respect to (x) the information described in clause (i) above shall be 3:00 p.m, New York City time, on the “Scheduled Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) immediately preceding the Expiration Date and (y) the information described in clauses (iii) and (iv) above shall be 3:00 p.m., New York City time on the Scheduled Trading Day prior to the Final Averaging Period Date; provided further that, notwithstanding the foregoing (except in the case of a “Cash Settlement Averaging Period” that commences on or after the Final Averaging Period Date), such notice shall be effective even if given after the Notice Deadline so long as such notice is given prior to 3:00 p.m., New York City time, on the fifth Exchange Business Day of such “Cash Settlement Averaging Period”, in which event the

Calculation Agent shall have the right to adjust the Delivery Obligation as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of its not having received such notice prior to the Notice Deadline.

Notwithstanding anything to the contrary herein, in the Indenture or the Notice of Exercise, for purposes of the Transactions hereunder, with respect to any Conversion Date, Seller's Delivery Obligation shall be calculated by the Calculation Agent as if Counterparty had elected Combination Settlement with a "Specified Dollar Amount" for the Convertible Notes equal to $1,000 pursuant to clause (iii) above, unless Counterparty provides timely notice of the applicable Settlement Method in its Notice of Exercise as set forth above. If such Notice of Exercise specifies a Settlement Method other than Combination Settlement with a "Specified Dollar Amount" under the Indenture of $1,000, Counterparty shall be deemed to have represented to Dealer that, as of the date of its election of a Settlement Method, it is not in possession of any material non-public information with respect to itself or the Shares.

5. Settlement Terms:

Settlement Date:	In respect of an Exercise Date occurring on a Conversion Date, the settlement date for the Shares and/or cash to be delivered under the Convertible Notes converted on such Conversion Date under the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion"); provided that the Settlement Date will not be prior to the date one Settlement Cycle following the final day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to such Conversion Date.
Delivery Obligation:	In lieu of the obligations set forth in Sections 8.1 and 9.1 of the Definitions, and subject to "Notice of Exercise" above, with respect to each Unit exercised on a Conversion Date, Seller will deliver to Counterparty on the related Settlement Date, (i) if Cash Settlement or Combination Settlement with a "Specified Dollar Amount" of USD 1,000 or more applies to such Conversion Date pursuant to the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights"), the product of the Applicable Percentage and a number of Shares and/or an amount in cash in USD equal to the number of Shares and/or amount of cash in USD in excess of USD 1,000 that Counterparty is obligated to deliver to the holder of USD 1,000 principal amount of such Convertible Notes pursuant to the Settlement Provision of the Indenture (as

defined in the Confirmation) or (ii) if Physical Settlement or Combination Settlement with a "Specified Dollar Amount" of less than USD 1,000 applies to such Conversion Date pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion", the product of the Applicable Percentage and a number of Shares equal to the number of Shares that Counterparty would have been obligated to deliver to the holder of USD 1,000 principal amount of Convertible Notes converted on such Conversion Date pursuant to the Settlement Provision of the Indenture, as determined by the Calculation Agent, except that for all purposes hereunder (a) Combination Settlement shall be deemed to apply to such Convertible Notes (notwithstanding the provisions of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with a "Specified Dollar Amount" of USD 1,000, (b) each reference to "forty" in the definitions of "Cash Settlement Averaging Period", "Daily Conversion Value", "Daily Measurement Value" and "Daily Settlement Amount" under the Indenture (each as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") and the Settlement Provision of the Indenture shall be deemed replaced with "eighty", (c) the reference to "one-fortieth (1/40th)" in the definition of "Daily Conversion Value" shall be deemed replaced with "one-eightieth (1/80th)" and (d) the reference to "the 42nd Scheduled Trading Day" in the definition of "Cash Settlement Averaging Period" shall be deemed replaced with "the 82nd Scheduled Trading Day";

provided that, in the case of clause (i) or (ii) above, in no event shall the sum of (A) the amount of cash, if any, paid by Dealer upon exercise of any Unit and (B) the number of Shares delivered upon exercise of such Unit *multiplied by* the Applicable Limit Price on the Settlement Date for such Unit; and

provided further that, in the case of clause (i) or (ii) above, the Delivery Obligation shall be determined excluding any Shares (or cash) that Counterparty is obligated to deliver to holder(s) of the Convertible Notes as a result of any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture (as defined in the Confirmation).

Notwithstanding the foregoing, if any exercise hereunder relates to a conversion of Convertible Notes in connection with which holders thereof are entitled to receive additional Shares and/or cash pursuant to the adjustments to the Conversion Rate set forth in the Make-whole Provision of the Indenture (as defined in the Confirmation), then the Delivery Obligation shall include such additional Shares and/or cash (subject to the deemed application of Combination Settlement

as set forth in clause (ii) above), except that the Delivery Obligation shall be capped so that the value of the Delivery Obligation (with the value of any such additional Shares included in the Delivery Obligation determined by the Calculation Agent using the "Daily VWAP" on the last day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date) does not exceed the amount as determined by the Calculation Agent that would be payable by Dealer pursuant to Section 6 of the Agreement if such Conversion Date were an Early Termination Date resulting from an Additional Termination Event with respect to which the Transaction (except that, for purposes of determining such amount, (x) the Number of Units shall be deemed to be equal to the number of Units exercised on such Exercise Date and (y) such amount payable pursuant to Section 6 of the Agreement will be determined as if the Make-whole Provision of the Indenture were deleted but will, for the avoidance of doubt, take into account the time value of the Transaction assuming an Expiration Date on the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General"), without regard to any requirement for the occurrence of a Conversion Date or delivery of a Notice of Exercise or Notice of Delivery Obligation) was the sole Affected Transaction and Counterparty was the sole Affected Party (determined without regard to Section 11(b) of this Master Confirmation).

Dealer will deliver cash in lieu of any fractional Shares to be delivered valued at the "Daily VWAP" for the last "Trading Day" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date.

For the avoidance of doubt, if the sum of the "Daily Conversion Values" for all "Trading Days" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date is less than or equal to USD1,000, Seller will have no delivery obligation hereunder in respect of such Conversion Date.

For the further avoidance of doubt, Dealer will have no delivery obligation hereunder in respect of any "Distributed Property" delivered by Counterparty to the holders of Convertible Notes pursuant to the Conversion Rate Adjustment Fallback Provision.

Applicable Limit:

For any Unit, an amount of cash equal to the Applicable Percentage *multiplied by* the excess of (i) the aggregate of (A) the amount of cash, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note and (B) the number of Shares, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note *multiplied by* the Applicable Limit Price on the settlement date for the cash and/or Shares delivered upon conversion of the related Convertible Note over (ii) USD 1,000.

Applicable Limit Price:	On any day, the opening price as displayed under the heading "Op" on Bloomberg page REGN.Q <equity> (or any successor thereto).
Excluded Provisions:	As set forth in the Confirmation for such Transaction.
Make-whole Provision:	As set forth in the Confirmation for such Transaction.
Notice of Delivery Obligation:	No later than the Scheduled Trading Day immediately following the last day of the "Cash Settlement Averaging Period", Counterparty shall give Seller notice of the final number of Shares and/or amount of cash (the "Convertible Obligation") it is required to deliver under the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with respect to the relevant Conversion Date; provided that, with respect to any Exercise Date occurring on or after the Final Averaging Period Date, Counterparty may provide Dealer with a single notice of the aggregate number of Shares and/or the amount of cash comprising the Convertible Obligation for all Exercise Dates occurring on or after such Scheduled Trading Day (it being understood, for the avoidance of doubt, that the requirement of Counterparty to deliver such notice shall not limit Counterparty's obligations with respect to Notice of Exercise, as set forth above, in any way).
Other Applicable Provisions:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement applied to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Buyer is the issuer of the Shares. In addition, notwithstanding anything to the contrary in the Definitions, Seller may, in whole or in part, deliver Shares in certificated form representing the Delivery Obligation to Counterparty in lieu of delivery through the Clearance System.

6. Adjustments:

Method of Adjustment:	Notwithstanding Section 11.2 of the Definitions, upon the occurrence of any event or condition set forth in the Dilution Provision of the Indenture (as defined in the Confirmation), the Calculation Agent shall make the corresponding adjustment in respect of any one or more of the Strike Price, Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of such Transaction, to the extent an analogous adjustment is made under the Indenture. For the avoidance of doubt, in no event

shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Rate" pursuant to the Excluded Provisions of the Indenture.

7. Extraordinary Events:

Merger Events: Notwithstanding Section 12.1(b) of the Definitions, a "Merger Event" means the occurrence of any event or condition set forth in the Merger Provision of the Indenture (as defined in the Confirmation).

As soon as reasonably practicable following the public announcement of any Merger Event or any public filing with respect to any Merger Event, Counterparty shall notify the Calculation Agent of such Merger Event; and once the adjustments to be made to the terms of the Indenture (as described in the Offering Memorandum in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments") and the Convertible Notes in respect of such Merger Event have been determined, Counterparty shall immediately notify the Calculation Agent in writing of the details of such adjustments.

Notice of Merger Consideration: Upon the occurrence of a Merger Event that causes the Shares to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of election of the holders of Shares), Counterparty shall promptly (but in any event prior to the Merger Date) notify the Calculation Agent of the details of the adjustment made under the Indenture in respect of such Merger Event.

Tender Offer: Applicable. Notwithstanding Section 12.1(d) of the Definitions, a "Tender Offer" means the occurrence of any event or condition set forth in the Tender Offer Provision of the Indenture (as described in the Offering Memorandum in clause (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments").

Consequences of Merger Events and Tender Offers:

Notwithstanding Sections 12.2 and 12.3 of the Definitions, upon the occurrence of a Merger Event or Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of the Transaction, to the extent an analogous adjustment is made under the Indenture (as described in the Offering Memorandum in clause (5) and in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"); provided that (i) such adjustment shall be made without regard to any adjustment to the Conversion Rate

	for the issuance of additional shares as set forth in the Excluded Provisions of the Indenture; (ii) if such adjustment would (but for this clause (ii)) result in the Shares including (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia, no such adjustment shall be made and Cancellation and Payment (Calculation Agent Determination) shall apply; and (iii) if Counterparty will not be the Issuer following such Merger Event or Tender Offer, then (a) the Calculation Agent shall make any adjustment(s) to the valuation, exercise, settlement or other terms of the Transaction that the Calculation Agent determines appropriate to account for the effect on the Transaction of such Merger Event or (b) if (x) the Calculation Agent determines that no adjustment it could make under clause (a) above will produce a commercially reasonable result or (y) Counterparty and the Issuer following such Merger Event or Tender Offer do not enter into such documentation containing representations, warranties and agreements relating to securities law and other issues, as requested by Dealer that Dealer has determined, in its reasonable discretion, to be necessary or appropriate to allow Dealer to continue as a party to the Transaction (giving effect to any adjustments pursuant to clause (a) above) and to preserve its hedging activities in connection with the Transaction in a manner compliant with applicable legal, regulatory and self- regulatory requirements, and with related policies and procedures applicable to Dealer, Cancellation and Payment (Calculation Agent Determination) shall apply.
Dilution Provision:	As set forth in the Confirmation for such Transaction.
Merger Provision:	As set forth in the Confirmation for such Transaction.
Tender Offer Provision:	As set forth in the Confirmation for such Transaction.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.
8. Additional Disruption Events:	
Change in Law:	Applicable; provided that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation," and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable; provided that Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other terms."
Increased Cost of Hedging:	Not Applicable
Determining Party	For all applicable Additional Disruption Events, Dealer.

9. Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

10. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act of 1933, as amended (the "Securities Act");

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA; and

(iii) it is bound by the Conduct Rules of the Financial Industry Regulatory Authority, Inc. applicable to transactions in options, and further agrees not to violate the position and exercise limits set forth therein.

(b) Counterparty hereby represents and warrants to, and agrees with, Dealer on the Trade Date of each Transaction that:

(i) its financial condition is such that it has no need for liquidity with respect to its investment in such Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness;

(ii) its investments in and liabilities in respect of such Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with such Transaction, including the loss of its entire investment in such Transaction;

(iii) it understands that Dealer has no obligation or intention to register such Transaction under the Securities Act or any state securities law or other applicable federal securities law;

(iv) RESERVED

(v) RESERVED

(vi) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(vii) It is not, on the date hereof, and will not be, on any date on which it elects to require Dealer to satisfy any Dealer Payment Obligation by delivery of Termination Delivery Units pursuant to Section 11(b) below, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(viii) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(ix) RESERVED

(x) on each of the Trade Date Counterparty is not, and on the Premium Payment Date will not be, "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "Bankruptcy Code")), and Counterparty would be able to purchase the Shares hereunder in compliance with the laws of the jurisdiction of Counterparty's incorporation;

(xi) RESERVED

(xii) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(xiii) without limiting the generality of Section 13.1 of the Definitions, Counterparty acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and*

Hedging, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xiv) RESERVED

(xv) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of such Transaction and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement;

(xvi) Counterparty is not on the Trade Date of any Transaction engaged in and will not, during any period starting on the Trade Date of any Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement;

(xvii) on the Trade Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument other than the Transaction or any other similar transaction) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares; and

(xviii) it has received, read and understands the OTC Options Risk Disclosure Statement and a copy of the most recent disclosure pamphlet prepared by The Options Clearing Corporation entitled "Characteristics and Risks of Standardized Options".

11. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the 1992 ISDA Master Agreement (Multicurrency–Cross Border).

(b) Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 11(c) below, Dealer owes Counterparty any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (a "Dealer Payment Obligation"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Dealer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, Tender Offer Date, Announcement Date (in the case of Nationalization, Insolvency or Delisting), Early Termination Date or other date of cancellation or termination, as applicable ("Notice of Dealer Termination Delivery"); provided that if Counterparty does not validly so elect to require Dealer to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, Dealer shall have the right, in its sole discretion, to elect to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Counterparty's failure to elect or election to the contrary; and provided further that Counterparty shall not have the right to so elect (but, for the avoidance of doubt, Dealer shall have the right to so elect) in the event of (i) an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the

type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Counterparty's control. Within a commercially reasonable period of time following receipt of a Notice of Dealer Termination Delivery or such notice by Dealer to Counterparty, as the case may be, Dealer shall deliver to Counterparty a number of Termination Delivery Units having a cash value equal to the amount of such Dealer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation).

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Counterparty provides irrevocable written notice to the Calculation Agent on or prior to the Closing Date that it elects to have Dealer deliver cash, New Shares or a combination thereof (in such proportion as Counterparty designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

If the provisions of this paragraph (b) are applicable, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if "Physical Settlement" applied to the Transaction, except that all references to "Shares" shall be read as references to "Termination Delivery Units"; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Termination Delivery Units (or any part thereof). In addition, notwithstanding anything to the contrary in the Definitions, Dealer may, in whole or in part, deliver securities comprising Termination Delivery Units in certificated form to Counterparty in lieu of delivery through the Clearance System.

(c) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Counterparty, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(d) Transfer and Assignment. Counterparty may transfer any of its rights or obligations under any Transaction with the prior written consent of the Dealer, such consent not to be unreasonably withheld. Dealer may transfer or assign without any consent of Counterparty its rights and obligations hereunder or under the Agreement, in whole or in part, to any of its affiliates; provided that Counterparty shall have recourse to Dealer in the event of the failure by the transferee to perform any of its obligations hereunder. At any time at which (1) Dealer and any of its affiliates subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer (collectively, "Dealer Group") or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "Dealer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer

Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1% of the number of Shares outstanding on the date of determination (such condition, an "Excess Ownership Position") or (2) the Units Equity Percentage exceeds 9.0%, if Dealer, in its discretion, is unable to effect a transfer or assignment to a third party in accordance with the requirements set forth above after using its commercially reasonable efforts on pricing and other terms reasonably acceptable to Dealer within a time period reasonably acceptable to Dealer such that an Excess Ownership Position no longer exists or that the Units Equity Percentage is equal to or less than 9.0%, as the case may be, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of the Transaction, such that such Excess Ownership Position no longer exists or the Units Equity Percentage following such partial termination is equal to or less than 9.0%, as the case may be. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment or delivery shall be made pursuant to Section 6 of the Agreement and Section 11(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Terminated Portion of the Transaction, (ii) Counterparty shall be the sole Affected Party with respect to such partial termination and (iii) such portion of the Transaction shall be the only Terminated Transaction. The "Units Equity Percentage" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the total Number of Shares for all Transactions hereunder and (B) the denominator of which is the number of Shares outstanding.

(e) Additional Termination Events. For any Transaction:

(i) The occurrence of an event of default with respect to Counterparty under the terms of the Convertible Notes for such Transaction that results in an acceleration of such Convertible Notes pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Events of Default" for such Transaction shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following acceleration of such Convertible Notes (unless otherwise agreed by the parties).

(ii) The occurrence of any amendment, modification, supplement or waiver of any term of the Indenture as described in the Offering Memorandum under "Description of Notes—Modification and Amendment" for such Transaction or the Convertible Notes for such Transaction governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion or settlement of the Convertible Notes for such Transaction (including changes to the conversion rate or price, conversion settlement dates, conversion conditions or provisions related to adjustments to the "Conversion Rate"), or any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes for such Transaction to amend, in each case without the prior consent of Seller, such consent not to be unreasonably withheld, shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

(iii) The repurchase or cancellation of Convertible Notes (whether pursuant to the provision of the Indenture as described in the Offering Memorandum under "Description of Notes—Fundamental Change Permits Holders to Require Us to Purchase Notes" or otherwise) shall be an Additional Termination Event with respect to which (A) the sole Affected Transaction shall be the portion of the Transaction corresponding to the number of Units (the "Repurchase Units") equal to the lesser of (x) the aggregate principal amount of such Convertible Notes specified in Counterparty's Note Repurchase Notice *divided by* USD 1,000 and (y) the Number of Units as of the date Dealer designates such Early Termination Date; and, as of such date, the Number of Units shall be reduced by the number of Repurchase Units, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following receipt of such Note Repurchase Notice (unless otherwise agreed by the parties); provided that Counterparty shall provide Dealer a notice (any such notice, a "Note Repurchase Notice") no later than the third Exchange Business Day following any such repurchase or cancellation specifying the aggregate principal amount of Convertible Notes so repurchased or cancelled.

(f) Status of Claims in Bankruptcy. Dealer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Dealer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transactions.

(g) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Counterparty under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, then the obligations of Counterparty hereunder will not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(h) RESERVED

(i) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(j) Waiver of Trial by Jury. EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(k) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(l) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other

property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(m) Extension of Settlement. Dealer may postpone, in whole or in part, any Exercise Date or any other date of valuation or delivery by Dealer or add additional Settlement Dates or other dates of valuation or delivery by Dealer, with respect to some or all of the relevant Units (in which event the Calculation Agent shall make appropriate adjustments to the Delivery Obligation), if Dealer determines, in its good-faith reasonable discretion based on the advise of counsel, that such extension is necessary or advisable (x) to preserve Dealer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock borrow market or other relevant market (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Dealer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(n) Staggered Settlement. If upon advice of counsel with respect to applicable legal and regulatory requirements, including any requirements relating to Dealer's hedging activities hereunder, Dealer reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Dealer on the Settlement Date for the Transaction, Dealer may, by notice to the Counterparty prior to any Settlement Date (a "Nominal Settlement Date"), elect to deliver the Shares on two or more dates (each, a "Staggered Settlement Date") or at two or more times on the Nominal Settlement Date as follows:

(i) in such notice, Dealer will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date, but not prior to the beginning of such "Cash Settlement Averaging Period") or delivery times and how it will allocate the Shares it is required to deliver under "Net Share Settlement Amount" (above) among the Staggered Settlement Dates or delivery times; and

(ii) the aggregate number of Shares that Dealer will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that Dealer would otherwise be required to deliver on such Nominal Settlement Date.

(o) Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if, following such repurchase, the Units Equity Percentage as determined on such day is (i) equal to or greater than 4.5% and (ii) greater by 0.5% than the Units Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater by 0.5% than the Units Equity Percentage as of the date hereof). Counterparty agrees to indemnify and hold harmless Dealer and its Affiliates and their respective officers, directors and controlling persons (each, a "Section 16 Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, subject to the reporting and profit disgorgement provisions of Section 16 of the Exchange Act, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to any Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, to which a Section 16 Indemnified Person may become subject, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph (o), to reimburse, within 30 days, upon written request, each such Section 16 Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, preparing

for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Section 16 Indemnified Person, such Section 16 Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of such Section 16 Indemnified Person, shall retain counsel reasonably satisfactory to such Section 16 Indemnified Person to represent such Section 16 Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall be relieved from liability to the extent that such Section 16 Indemnified Person fails to promptly notify Counterparty of any action commenced against it in respect of which indemnity may be sought hereunder; provided, that failure to notify Counterparty (i) shall not relieve Counterparty from any liability hereunder to the extent it is not materially prejudiced as a result thereof and (ii) shall not, in any event, relieve Counterparty from any liability that it may have otherwise than on account of this paragraph (o). Counterparty shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Section 16 Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of each Section 16 Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Section 16 Indemnified Person is or could have been a party and indemnity could have been sought hereunder by any such Section 16 Indemnified Person, unless such settlement includes an unconditional release of each such Section 16 Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to each such Section 16 Indemnified Person. If the indemnification provided for in this paragraph (o) is unavailable to a Section 16 Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty, in lieu of indemnifying such Section 16 Indemnified Person thereunder, shall contribute to the amount paid or payable by such Section 16 Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (o) are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Section 16 Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph (o) shall remain operative and in full force and effect regardless of the termination of any Transaction.

(p) Early Unwind. In the event the sale of Convertible Notes for any Transaction hereunder is not consummated with the Initial Purchasers for any reason by the close of business in New York City on the Early Unwind Date set forth in the Confirmation for such Transaction, such Transaction shall automatically terminate on such Early Unwind Date and (i) such Transaction and all of the respective rights and obligations of Dealer and Counterparty under such Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with such Transaction either prior to or after such Early Unwind Date; provided that Counterparty shall purchase from Dealer on such Early Unwind Date all Shares purchased by Dealer or one or more of its Affiliates in connection with such Transaction. The purchase price paid by Counterparty shall be Dealer's actual cost of such Shares as Dealer informs Counterparty and shall be paid in immediately available funds on such Early Unwind Date.

(q) Registration. Counterparty hereby agrees that if the Shares (the "Hedge Shares") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction, in Dealer's good-faith reasonable judgment based on advice of counsel, cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer and Counterparty, substantially in the form of an underwriting agreement for a registered secondary offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity securities; provided that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence

materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or (iii) of this paragraph (q) shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer and Counterparty, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the price displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> AQR (or any successor thereto) in respect of the period from the scheduled opening time of the Exchange to the Scheduled Closing Time of the Exchange on a relevant Exchange Business Day (or if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method) on such Exchange Business Days, and in the amounts requested by Dealer. For the avoidance of doubt, under no circumstances shall Counterparty be obligated to make the election described in clause (iii) of the preceding sentence.

(r) Conversion Rate Adjustments. Counterparty shall provide to Dealer written notice, promptly following the public announcement of any transaction or event (a "Conversion Rate Adjustment Event") that is reasonably expected to lead to an increase in the Conversion Rate (as such term is defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—General"), and, once the adjustments to the Conversion Rate as a result of such Conversion Rate Adjustment Event have been determined, shall notify Dealer in writing of the details of such adjustments.

(s) Delivery or Receipt of Cash. For the avoidance of doubt, other than receipt of the Premium by Buyer, nothing in the Agreement, the Definitions, this Master Confirmation or any Confirmation hereunder shall be interpreted as requiring Counterparty to deliver or receive cash in respect of the settlement of the Transactions contemplated by this Master Confirmation and any Confirmation hereunder, except in circumstances where the cash settlement thereof is within Counterparty's control (including, without limitation, where an Event of Default by Counterparty has occurred under Section 5(a)(ii) or Section 5(a)(iv) of the Agreement, where Counterparty elects to deliver or receive cash or fails timely to elect to deliver or receive Termination Delivery Units in respect of the settlement of such Transaction) or in those circumstances in which holders of the Shares would also receive cash.

12. Addresses for Notice:

If to Dealer:	Goldman, Sachs & Co.	
	200 West Street	
	New York, NY 10282-2198	
	Attn:	Serge Marguié
		Equity Capital Markets
	Telephone:	(212) 902-9779
	Facsimile:	(917) 977-4253
	Email:	marqse@am.ibd.gs.com
With a copy to:	Attn:	Michael Voris
		Equity Capital Markets
	Telephone:	(212) 902-4895
	Facsimile:	(212) 291-5027
	Email:	Michael.Voris@gs.com

And email notification to the following address:
Eq-derivs-notifications@am.ibd.gs.com

If to Counterparty:	Regeneron Pharmaceuticals, Inc.	
	777 Old Saw Mill River Road	
	Tarrytown, NY 10591-6707	
	Telephone:	(914) 345-7400

13. Accounts for Payment:

To Dealer:	Chase Manhattan Bank New York	
	For A/C Goldman, Sachs & Co.	
	A/C #930-1-011483	
	ABA: 021-000021	
To Counterparty:	JPMorgan Chase	
	ABA No.:	021000021
	Account No.:	6701772200
	Swift Code:	CHASEUS33
	Address:	JP Morgan Chase Bank, N.A.
		106 Corporate Park Drive
		Floor 2
		White Plains, NY 10604
	Benefit of:	Regeneron Pharmaceuticals, Inc.
	Bank Contact:	Elanor Barreto
	Phone:	(914) 993-2241

14. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Counterparty: To be advised.

15. Amendments to Definitions:

Section 12.9(b)(i) of the Definitions is hereby amended by (1) replacing “either party may elect” with “Dealer may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

Counterparty hereby agrees (a) to check this Master Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Goldman, Sachs & Co., Equity Derivatives Documentation Department, Facsimile No. (212) 428-1980/83.

Yours faithfully,

GOLDMAN, SACHS & CO.

By: /s/ Daniel Kopper
Name: Daniel Kopper
Title: Vice President

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: SeniorVice President, General Counsel & Secretary

[Signature Page to Bond Hedge Master Confirm]

EXHIBIT A
FORM OF CONVERTIBLE BOND HEDGING TRANSACTION CONFIRMATION

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Counterparty")

Telefax No.: (914) 593-1506

From: Goldman, Sachs & Co. ("Dealer")

Telefax No.: (917) 977-4253

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Convertible Bond Hedging Transactions dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation") between you and us.

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates is entered into as part of an integrated hedging transaction of the Convertible Notes pursuant to the provisions of Treasury Regulation Section 1.1275-6.

3. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	The closing date of the initial issuance of the Convertible Notes.
Premium:	USD29,375,000.00
Premium Payment Date:	October 21, 2011
Convertible Notes:	1.875% Senior Convertible Notes due 2016, offered pursuant to the Offering Memorandum, and to be issued pursuant to the Indenture.
Number of Units:	The number of "Firm Securities" (as defined in the Purchase Agreement) in denominations of USD1,000 principal amount to be issued by Counterparty on the closing date for the initial issuance of the Convertible Notes.

Purchase Agreement:	Purchase Agreement, dated as of October 18, 2011, between Goldman, Sachs & Co., as Initial Purchaser, and Counterparty, relating to the Convertible Notes.
Strike Price:	As of any date, an amount in USD, rounded to the nearest cent (with 0.5 cents being rounded upwards), equal to USD1,000 divided by the Unit Entitlement.
Applicable Percentage:	25%
Number of Shares:	The product of the Number of Units and the Unit Entitlement and the Applicable Percentage.
Expiration Date:	The earlier of (i) the last day on which any Convertible Notes remain outstanding and (ii) the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General").
Unit Entitlement:	As of any date, a number of Shares per Unit equal to the Conversion Rate (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General", but without regard to any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture).
Indenture:	Indenture to be dated as of October 21, 2011 by and between Counterparty and Wells Fargo Bank, National Association, as trustee, and the other parties thereto, pursuant to which the Convertible Notes are to be issued relating to the USD400,000,000 principal amount of 1.875% convertible notes due 2016. For the avoidance of doubt, references herein to sections of the Indenture are based on the description of the Convertible Securities set forth in the Preliminary Confidential Offering Circular, dated October 17, 2011, as supplemented by the related pricing term sheet ("Offering Memorandum"). If any relevant provisions of the Indenture differ in any material respect from those described in the Offering Memorandum, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.
Settlement Provision:	The provision of the Indenture as described in the Offering Memorandum in the fifth paragraph under "Description of Notes—Conversion Rights—Settlement upon Conversion"
Excluded Provisions:	The Make-whole Provision and the provision of the Indenture as described in the Offering Memorandum in the fifth to last paragraph under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"

Make-whole Provision:	The provision of the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Adjustment to Shares Delivered upon Conversion upon Certain Corporate Transactions”
Conversion Rate Adjustment Fallback Provision:	The provision of the Indenture as described in the Offering Memorandum in the second paragraph of clause (3) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Dilution Provision:	The provisions of the Indenture as described in the Offering Memorandum in clause (1) to (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Merger Provision:	The provision of the Indenture as described in the Offering Memorandum in the sixth and seventh to last paragraphs under “Description of Notes— Conversion Rights—Conversion Rate Adjustments”
Tender Offer Provision:	The provision of the Indenture as described in the Offering Memorandum in clause (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Early Unwind Date:	October 21, 2011, or such later date as agreed by the parties hereto.

4. Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Goldman, Sachs & Co., Equity Derivatives Documentation Department, Facsimile No. (212) 428-1980/83.

Yours faithfully,

GOLDMAN, SACHS & CO.

By: /s/ Daniel Kopper
Name: Daniel Kopper
Title: Vice President

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Bond Hedge Confirm]

Exhibit 10.2

Execution Version

MASTER TERMS AND CONDITIONS FOR BASE WARRANTS
ISSUED BY REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Warrants (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for warrant transactions that Regeneron Pharmaceuticals, Inc. ("Issuer") shall enter into with Goldman, Sachs & Co. ("Dealer"). Each such transaction (a "Transaction") entered into between Dealer and Issuer that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Issuer and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder, shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first"; and (ii) the election of United States dollars as the Termination Currency) between you and us, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Warrant shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Issuer or any confirmation or other agreement between Dealer and Issuer pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Issuer, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Issuer are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Issuer and Dealer with respect to such Transaction. Each Transaction to which a Confirmation relates is a Warrant Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions, and shall have the following terms:

Components:	Each Transaction will be divided into individual Components, each with the terms set forth in this Master Confirmation and the related Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in the Confirmation for such Transaction. The valuation and exercise of the Warrants and the payments and deliveries to be made upon settlement of each Transaction will be determined separately for each Component or such Transaction as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European
Warrant Type:	Call
Seller:	Issuer
Buyer:	Dealer
Shares:	The common stock, USD0.001 par value per share, of Issuer (Symbol: REGN).
Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Number of Warrants:	For each Component, as set forth in the Confirmation for such Transaction.
Warrant Entitlement:	One Share per Warrant
Strike Price:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchanges:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with

respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Issuer shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Issuer in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. Procedure for Exercise and Valuation:

In respect of any Component:

Expiration Time:	The Valuation Time
Expiration Date:	As set forth in the Confirmation for such Transaction for such Component (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); provided that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of a Transaction hereunder; and provided, further, that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent may elect in its discretion that the Final Disruption Date shall be deemed the Expiration Date (irrespective of whether such date is an Expiration Date in respect of any other Component

	for a Transaction) and, notwithstanding anything to the contrary in this Confirmation or the Definitions, the Relevant Price for such Expiration Date shall be the prevailing market value per Share determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Definitions, if a Market Disruption Event occurs on any Expiration Date, the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case (i) the Calculation Agent shall make adjustments to the number of Warrants for the relevant Component for which such day shall be the Expiration Date on the basis of the nature and duration of the relevant Market Disruption Event and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Reference Price for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event on such day. Any day on which the Exchange is scheduled to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Automatic Exercise:	Applicable. The Warrants for any Component shall be deemed automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time the Warrants are In-the-Money; provided that all references in Section 3.4(b) of the Definitions to "Physical Settlement" shall be read as references to "Net Share Settlement." "In-the- Money" means, for any Transaction, that the Reference Price is greater than the Strike Price for such Transaction.
Reference Price:	For any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> VAP (or any successor thereto) in respect of the period from the scheduled opening time to the Scheduled Closing Time (New York City time) on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using, if practicable, an appropriate volume-weighted method).
Valuation Time:	As defined in Section 6.1 of the Definitions
Valuation Date:	Each Exercise Date
Final Disruption Date:	For any Transaction, the eighth Scheduled Trading Day immediately following the scheduled Expiration Date for the last Component of such Transaction.

Market Disruption Events:	The first sentence of Section 6.3(a) of the Definitions is hereby amended (A) by deleting the words "during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in the third, fourth and fifth lines thereof, and (B) by replacing the words "or (iii) an Early Closure." by "(iii) an Early Closure, or (iv) a Regulatory Disruption." Section 6.3(d) of the Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	Any event that Dealer, in its good-faith reasonable discretion, determines based on the advice of outside counsel makes it appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Dealer, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G and Regulation 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation M), for Dealer to refrain from or decrease any market activity in connection with the Transaction. Dealer shall notify Issuer as soon as reasonably practicable that a Regulatory Disruption has occurred and the Expiration Dates affected by it.

5. Settlement Terms:

In respect of any Component:

Settlement Method Election:	Applicable; *provided* that (i) references to "Physical Settlement" in Section 7.1 of the Definitions shall be replaced by references to "Net Share Settlement"; (ii) if Seller elects Cash Settlement, Seller shall be deemed to have represented and warranted to Dealer on the date of such election that (A) Seller is not in possession of any material non-public information regarding Seller or the Shares, (B) Seller is electing Cash Settlement in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, and (C) the assets of Seller at their fair valuation exceed the liabilities of Seller (including contingent liabilities), the capital of Seller is adequate to conduct the business of Seller, and Seller has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature; and (iii) the same election of settlement method shall apply to all Expiration Dates hereunder.
Electing Party:	Seller
Settlement Method Election Date:	The third Scheduled Trading Day immediately preceding the First Expiration Date.

Default Settlement Method:	Net Share Settlement
Net Share Settlement:	If Net Share Settlement is applicable, then on each Settlement Date, Seller shall deliver to Buyer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Buyer and cash in lieu of any fractional shares valued at the Reference Price for the Valuation Date corresponding to such Settlement Date. If, Buyer reasonably determines that, for any reason, the Shares deliverable upon Net Share Settlement would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), then Buyer may elect to either (x) accept delivery of such Shares notwithstanding any restriction on transfer or (y) have the provisions set forth in Section 12(c) below apply.
Net Share Amount:	For any Settlement Date, a number of Shares, as calculated by the Calculation Agent, equal to the product of (i) the number of Warrants being exercised or deemed exercised on the Exercise Date corresponding to such Settlement Date, (ii) the excess, if any, of the Reference Price for the Valuation Date corresponding to such Settlement Date over the Strike Price for the relevant Transaction and (iii) the Warrant Entitlement (such product, the "Net Share Settlement Amount"), *divided by* such Reference Price.
Cash Settlement:	If Cash Settlement is applicable, on the relevant Settlement Date, Seller shall pay to Dealer an amount of cash in USD equal to the Net Share Settlement Amount for such Settlement Date.
Settlement Currency:	USD
Representation and Agreement:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement were applicable to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Issuer is the issuer of the Shares.
Maximum Delivery Amount:	As set forth in the Confirmation for such Transaction

6. Dividends:

In respect of any Component:

Dividend Adjustments:	Issuer agrees to notify Buyer promptly of the announcement of an ex-dividend date of any cash dividend by the Issuer. If an

ex-dividend date with respect to such a cash dividend occurs at any time from but excluding the Trade Date for the Transaction that includes such Component to and including the Expiration Date for such Component, then in addition to any adjustments as provided under "Share Adjustments" below, the Calculation Agent shall make such adjustments to the Strike Price, Number of Warrants and/or Number of Warrants per Component for such Transaction as it deems appropriate to preserve for the parties the intended economic benefits of such Transaction.

The Calculation Agent shall provide prompt notice of any such adjustments, including a schedule or other reasonably detailed explanation of the basis for and determination of each adjustment.

7. Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment. For purposes hereof, the definition of "Potential Adjustment Event" shall not include clause (iv) thereof.

8. Extraordinary Events:

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for Other:	Cancellation and Payment (Calculation Agent Determination)
(c) Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination)
Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment; provided, however, that if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Definitions and an Additional Termination Event under Section 12(f) of this Master Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Definitions or Section 12(f) of this Master Confirmation will apply.
New Shares:	In the definition of New Shares in Section 12.1(i) of the Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on

any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".

Modified Calculation Agent Adjustment:	If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies to any Transaction, the adjustments to be made in accordance with Section 12.2(e)(i) of the Definitions would result in the Issuer being different from the issuer of the Shares, then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Definitions, Issuer and the issuer of the Shares shall, prior to the Merger Date, have entered into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer to continue as a party to such Transaction, as adjusted under Section 12.2(e)(i) of the Definitions, and to preserve its hedging or hedge unwind activities in connection with such Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (based on commercially reasonable interpretations of such legal, regulatory or self-regulatory requirements applicable to Dealer), and if such conditions are not met or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Definitions will produce a commercially reasonable result, then the consequences set forth in Section 12.2(e)(ii) of the Definitions shall apply.
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

9. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase "the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation" and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; provided that: (i) Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms and other terms." (ii) Section 12.9(b)(iii) of the Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	150 basis points
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	25 basis points
Hedging Party:	For all applicable Additional Disruption Events, Buyer
Determining Party:	For all applicable Extraordinary Events, Buyer

10. <u>Acknowledgements</u>:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

11. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act; and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Issuer hereby represents and warrants to, and agrees with, Buyer on the Trade Date of each Transaction that:

(i) RESERVED

(ii) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(iii) it is not, on the date hereof, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(iv) RESERVED

(v) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(vi) RESERVED

(vii) for such Transaction, it shall maintain a number of authorized but unissued Shares that are free from preemptive rights that at all times equals or exceeds the sum of (x) the Maximum Delivery Amount for such Transaction, *plus* (y) the aggregate number of Shares expressly reserved for any other use (including, without limitation, Shares reserved for issuance upon the exercise of options or convertible debt), whether expressed as caps or as numbers of Shares reserved or otherwise;

(viii) the Shares issuable upon exercise of all Warrants (the "Warrant Shares") have been duly authorized and, when delivered pursuant to the terms of such Transaction, shall be validly issued, fully-paid and non-assessable, and such issuance of the Warrant Shares shall not be subject to any preemptive or similar rights;

(ix) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(x) without limiting the generality of Section 13.1 of the Definitions, Issuer acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xi) prior to the Trade Date of such Transaction, Issuer shall deliver to Dealer a resolution of Issuer's board of directors or a duly authorized committee thereof authorizing such Transaction;

(xii) on the Trade Date and the Premium Payment Date of such Transaction (A) the assets of Issuer at their fair valuation exceed the liabilities of Issuer, including contingent liabilities, (B) the capital of Issuer is adequate to conduct the business of Issuer and (C) Issuer has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature;

(xiii) if Cash Settlement is applicable, during the period starting on the first Expiration Date and ending on the last Expiration Date (the "Settlement Period") of such Transaction, (A) the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Issuer shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following such Settlement Period;

(xiv) if Cash Settlement is applicable, during the Settlement Period or such Transaction, neither Issuer nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(xv) if Cash Settlement is applicable, Issuer (A) will not during the Settlement Period of such Transaction make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (I) Issuer's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (II) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date; such written notice shall be deemed to be a certification by Issuer to Dealer that such information is true and correct; in addition, Issuer shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders; "Merger Transaction" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(xvi) Issuer is not on the Trade Date of such Transaction engaged in and will not, during the period starting on the Trade Date of such Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement dated as of October 18, 2011 between Issuer and Goldman, Sachs & Co., as Initial Purchaser relating to the 1.875% Convertible Senior Notes due 2016;

(xvii) Issuer shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of each Transaction and reasonably acceptable to Bank in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and Section 11(b)(viii) hereof with respect to such Transaction; and

(xviii) it has received, read and understands the **OTC Options Risk Disclosure Statement** and a copy of the most recent disclosure pamphlet prepared by The Options Clearing Corporation entitled **"Characteristics and Risks of Standardized Options"**.

12. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the Agreement.

(b) Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 12(g) below, Issuer owes Buyer any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (an "Issuer Payment Obligation"), Issuer shall have the right, in its sole discretion, to satisfy any such Issuer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Buyer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization, Insolvency or Delisting), the Early Termination Date or the date of cancellation or termination, as applicable ("Notice of Issuer Termination Delivery"); provided that (i) if Issuer does not validly so elect to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, Buyer shall have the right, in its sole discretion, to require Issuer to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Issuer's failure to elect or election to the contrary, (ii) Issuer shall not have the right to so elect (but, for the avoidance of doubt, Buyer shall have the right to so elect) in the event of (1) an Extraordinary Event, in each case, in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (2) an Event of Default in which Issuer is the Defaulting Party or a Termination Event in which Issuer is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Issuer's control and (iii) Issuer shall not have the right, notwithstanding any notice to the contrary, to satisfy its Issuer Payment Obligation by Termination Delivery Units unless on the date of any such notice, Issuer represents to Buyer that, as of such date, it is not in possession of any material non-public information with respect to itself or the Shares. Within a commercially reasonable period of time following receipt of a Notice of Issuer Termination Delivery or notice by Buyer to Issuer, as the case may be, Issuer shall deliver to Buyer a number of Termination Delivery Units having a cash value equal to the amount of such Issuer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such payment obligation, and the date of such delivery, the "Termination Payment Date"). In addition, if, in the

reasonable opinion of counsel to Issuer or Buyer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph (b) would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act, then Buyer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) have the provisions set forth in paragraph (c) below apply. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units."

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Issuer provides irrevocable written notice to the Calculation Agent on or prior to the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization or Insolvency), or the date of such Termination Event, Event of Default or an Additional Disruption Event, as the case may be, that it elects to deliver cash, New Shares or a combination thereof (in such proportion as Issuer designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(c) Registration/Private Placement Procedures. (i) With respect to each Transaction, the following provisions shall apply to the extent provided for above opposite the caption "Net Share Settlement" in Section 5 or in paragraph (b) of this Section 12. If so applicable, then, at the election of Issuer by notice to Buyer within one Exchange Business Day after the relevant delivery obligation arises, but in any event at least one Exchange Business Day prior to the date on which such delivery obligation is due (if Issuer does not make an election by such date, Issuer shall be deemed to have made the election described in clause (B) below), either (A) all Shares or Termination Delivery Units, as the case may be, delivered by Issuer to Buyer shall be, at the time of such delivery, covered by an effective registration statement of Issuer for immediate resale by Buyer (such registration statement and the corresponding prospectus (the "Prospectus") (including, without limitation, any sections describing the plan of distribution) in form and content commercially reasonably satisfactory to Buyer) or (B) Issuer shall deliver additional Shares or Termination Delivery Units, as the case may be, so that the value of such Shares or Termination Delivery Units, as determined by the Calculation Agent to reflect an appropriate liquidity discount, equals the value of the number of Shares or Termination Delivery Units that would otherwise be deliverable if such Shares or Termination Delivery Units were freely tradeable (without prospectus delivery) upon receipt by Buyer (such value, the "Freely Tradeable Value"). (For the avoidance of doubt, as used in this paragraph (c) only, the term "Issuer" shall mean the issuer of the relevant securities, as the context shall require.)

(ii) If Issuer makes the election described in clause (c)(i)(A) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) shall be afforded a reasonable opportunity to conduct a due diligence investigation with respect to Issuer that is customary in scope for underwritten offerings of equity securities and that yields results that are commercially reasonably satisfactory to Buyer or such Affiliate, as the case may be, in its discretion; and

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Registration Agreement") on commercially reasonable terms in connection with the public resale of such Shares or Termination Delivery Units, as the case may be, by Buyer or such Affiliate

substantially similar to underwriting agreements customary for underwritten offerings of equity securities, in form and substance commercially reasonably satisfactory to Buyer or such Affiliate and Issuer, which Registration Agreement shall include, without limitation, provisions substantially similar to those contained in such underwriting agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all registration costs and all fees and expenses of counsel for Buyer, and shall provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

(iii) If Issuer makes the election described in clause (c)(i)(B) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) and any potential institutional purchaser of any such Shares or Termination Delivery Units, as the case may be, from Buyer or such Affiliate identified by Buyer shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation in compliance with applicable law with respect to Issuer customary in scope for private placements of equity securities (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them), subject to execution by such recipients of customary confidentiality agreements reasonably acceptable to Issuer;

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Private Placement Agreement") on commercially reasonable terms in connection with the private placement of such Shares or Termination Delivery Units, as the case may be, by Issuer to Buyer or such Affiliate and the private resale of such shares by Buyer or such Affiliate, substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance commercially reasonably satisfactory to Buyer and Issuer, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all fees and expenses of counsel for Buyer, shall contain representations, warranties and agreements of Issuer reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales, and shall use best efforts to provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the offering memorandum prepared for the resale of such Shares;

(C) Issuer agrees that any Shares or Termination Delivery Units so delivered to Buyer, (i) may be transferred by and among Buyer and its affiliates, and Issuer shall effect such transfer without any further action by Buyer and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed with respect to such Shares or any securities issued by Issuer comprising such Termination Delivery Units, Issuer shall promptly remove, or cause the transfer agent for such Shares or securities to remove, any legends referring to any such restrictions or requirements from such Shares or securities upon delivery by Buyer (or such affiliate of Buyer) to Issuer or such transfer agent of seller's and broker's representation letters customarily delivered by Buyer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Buyer (or such affiliate of Buyer); and

(D) Issuer shall not take, or cause to be taken, any action that would make unavailable either the exemption pursuant to Section 4(2) of the Securities Act for the sale by Issuer to Dealer (or any affiliate designated by Dealer) of the Shares or Termination Delivery Units, as the case may be, or the exemption pursuant to Section 4(1) or Section 4(3) of the Securities Act for resales of the Shares or Termination Delivery Units, as the case may be, by Dealer (or any such affiliate of Dealer).

(d) Make-whole Shares. If (x) Issuer elects to deliver Termination Delivery Units pursuant to "Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events" above or (y) Issuer makes the election described in clause (i)(B) of paragraph (c) of this Section 12, then in either case Buyer or its affiliate may sell (which sale shall be made in a commercially reasonable manner) such Shares or Termination Delivery Units, as the case may be, during a period (the "Resale Period") commencing on the Exchange Business Day following delivery of such Shares or Termination Delivery Units, as the case may be, and ending on the Exchange Business Day on which Buyer completes the sale of all such Shares or Termination Delivery Units, as the case may be, or a sufficient number of Shares or Termination Delivery Units, as the case may be, so that the realized net proceeds of such sales exceed the amount of the Issuer Payment Obligation (in the case of clause (x), or in the case that both clause (x) and clause (y) apply) or the Freely Tradeable Value (in the case that only clause (y) applies) (such amount of the Issuer Payment Obligation or Freely Tradeable Value, as the case may be, the "Required Proceeds"). If any of such delivered Shares or Termination Delivery Units remain after such realized net proceeds exceed the Required Proceeds, Buyer shall return such remaining Shares or Termination Delivery Units to Issuer. If the Required Proceeds exceed the realized net proceeds from such resale, Issuer shall transfer to Buyer by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period the amount of such excess (the "Additional Amount") in cash or in a number of additional Shares or Termination Delivery Units ("Make-whole Shares") in an amount that, based on the Relevant Price on the last day of the Resale Period (as if such day was the "Valuation Date" for purposes of computing such Relevant Price), has a dollar value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares in the manner contemplated by this Section 12(d). This provision shall be applied successively until the Additional Amount is equal to zero, subject to Section 12(e).

(e) Limitations on Settlement by Issuer. Notwithstanding anything herein or in the Agreement to the contrary, in no event shall Issuer be required to deliver Shares in connection with any Transaction in excess of the Maximum Delivery Amount for such Transaction. Issuer represents and warrants (which shall be deemed to be repeated on each day that any Transaction is outstanding) that the Maximum Delivery Amount for all Transactions hereunder is equal to or less than the number of authorized but unissued Shares of the Issuer that are not reserved for future issuance in connection with transactions in the Shares (other than all Transactions hereunder) on the date of the determination of the Maximum Delivery Amount for all Transactions hereunder (such Shares, the "Available Shares"). In the event Issuer shall not have delivered the full number of Shares otherwise deliverable under any Transaction as a result of this Section 12(e) (the resulting deficit, the "Deficit Shares"), Issuer shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Issuer or any of its subsidiaries after the Trade Date for the relevant Transaction (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Issuer additionally authorizes any unissued Shares that are not reserved for other transactions. Issuer shall immediately notify Buyer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver such Shares thereafter.

(f) Certain Corporate Transactions. Upon the consummation of any of the following events, Buyer shall have the right to designate such event an Additional Termination Event with respect to one or more of the Transactions and designate an Early Termination Date pursuant to Section 6(b) of the Agreement with respect to which the designated Transaction(s) shall be the sole Affected Transaction(s) and Issuer shall be the sole Affected Party:

(1) any person or group within the meaning of Section 13(d) of the Exchange Act other than the Issuer or its subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Issuer's common equity representing more than 50% of the voting power of the Issuer's common equity, unless (x) such filing occurs in connection with a transaction in which the Shares are replaced by the securities of another entity (including a parent entity) and (y) no such filing is made or is in effect with respect to common equity representing more than 50% of the voting power of such other entity;

(2) consummation of any binding share exchange, exchange offer, tender offer, consolidation or merger of the Issuer pursuant to which all or substantially all of the Shares will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Issuer and the Issuer's subsidiaries, taken as a whole, to any person other than one or more of the Issuer's subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to in this clause (2) as an "Event"), excluding any such Event where the holders of more than 50% of the Shares immediately prior to such Event, own, directly or indirectly, more than 50% of all classes of common equity of the continuing or surviving person or transferee or the parent thereof immediately after such Event;

(3) the Issuer's stockholders approve any plan or proposal for the Issuer's liquidation or dissolution;

(4) the Shares cease to be listed on at least one U.S. national securities exchange; or

(5) a default or defaults under any bonds, debentures, notes or other evidences of indebtedness having, individually or in the aggregate, a principal or similar amount outstanding of at least $300 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $300 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be.

Notwithstanding the foregoing, no transaction or event described in clause (1) through (4) above will permit the Buyer to designate an Additional Termination Event if (a) at least 90% of the consideration, excluding cash payments for fractional Shares, in such transaction or event consists of shares of common stock that are traded on a U.S. national securities exchange or that will be so traded when issued or exchanged in connection with the relevant transaction or event (such securities, "Publicly Traded Securities") and (b) as a result of such transaction or event the Shares are adjusted to consist of such Publicly Traded Securities.

(g) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Issuer, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(h) Status of Claims in Bankruptcy. Buyer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Buyer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Issuer; provided that nothing herein shall limit or shall be deemed to limit Buyer's right to pursue remedies in the event of a breach by Issuer of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Buyer's rights in respect of any transactions other than the Transactions.

(i) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Issuer under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, then the obligations of Issuer hereunder shall not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(j) RESERVED

(k) RESERVED

(l) Limit on Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement or this Master Confirmation, in no event shall Buyer be entitled to receive, or shall be deemed to receive, any Shares if, immediately upon giving effect to such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Buyer or any affiliate of Buyer subject to aggregation with Buyer under such Section 13 and rules or any "group", as such term is used in such Section 13 and rules, of which Buyer or any such affiliate of Buyer is a member or may be deemed to be a member (collectively, "Buyer Group") would be equal to or greater than the lesser of (A) 4.9% of the outstanding Shares or (B) 4,381,384 Shares or (ii) Buyer, Buyer Group or any person whose ownership position would be aggregated with that of Buyer or Buyer Group (Buyer, Buyer Group or any such person, a "Buyer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Buyer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 2% of the number of Shares outstanding on the date of determination (either such condition described in clause (i) or (ii), an "Excess Ownership Position"). If any delivery owed to Buyer hereunder is not made, in whole or in part, as a result of this provision, Issuer's obligation to make such delivery shall not be extinguished and Issuer shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Buyer gives notice to Issuer that such delivery would not result in the existence of an Excess Ownership Position.

(m) Transfer. Notwithstanding any provision of the Agreement to the contrary, Buyer may, subject to applicable law, transfer and assign all of its right and obligations under any Transaction to any third party that is a financial institution that regularly enters into OTC derivatives without the consent of Seller. At any time at which the Equity Percentage exceeds 14.5%, if Dealer, in its discretion after using its commercially reasonable efforts is unable to effect such a transfer or assignment on pricing and other terms reasonably acceptable to Dealer and within a time period reasonably acceptable to Dealer such that the Equity Percentage is equal to or less than 14.5%, Dealer may designate any Exchange Business Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of this Transaction, such that the Equity Percentage following such partial termination will be equal to or less than 14.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement and Section 12(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Warrants equal to the Terminated Portion, (ii) Issuer shall be the sole Affected Party with respect to such partial termination and (iii) such Transaction shall be the only Terminated Transaction.

(n) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(o) Waiver of Trial by Jury. EACH OF ISSUER AND BUYER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR

COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY TRANSACTION HEREUNDER OR THE ACTIONS OF BUYER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(p) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(q) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(r) Additional Termination Event. If at any time Buyer reasonably determines in good faith based on the advice of counsel that it is advisable to terminate a portion of the Transaction so that Buyer's related hedging activities will comply with applicable securities laws, rules or regulations or related policies and procedures of Buyer (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Buyer in order that its hedging activities will comply with such laws, rules or regulations), an Additional Termination Event shall occur in respect of which (1) Issuer shall be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date.

(s) Effectiveness. If, prior to the Effective Date for any Transaction, Buyer reasonably determines that it is advisable to cancel such Transaction because of concerns that Buyer's related hedging activities could be viewed as not complying with applicable securities laws, rules or regulations, such Transaction shall be cancelled and shall not become effective, and neither party shall have any obligation to the other party in respect of such Transaction.

(t) Right to Extend. Buyer may postpone, in whole or in part, any Expiration Date or any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Number of Warrants with respect to one or more Components) if Buyer determines, in its commercially reasonable judgment, that such extension is reasonably necessary or appropriate (x) to preserve Buyer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Buyer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Buyer were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Buyer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(u) Amendments to the Equity Definitions:

(A) Section 11.2(a) of the Definitions is hereby amended by deleting the words “a diluting or concentrative” and replacing them with the word “a material”; and adding the phrase “or Warrants” at the end of the sentence.

(B) Section 11.2(c) of the Definitions is hereby amended by (x) replacing the words “a diluting or concentrative” with “a material”, (y) adding the phrase “or Warrants” after the words “the relevant Shares” in the same sentence and (z) deleting the phrase “(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)”.

(C) Section 11.2(e)(vii) of the Definitions is hereby amended by deleting the words “that may have a diluting or concentrative” and replacing them with “that is the result of a corporate event involving the Company and that may have a material” and adding the phrase “or Warrants (it being understood, for the avoidance of doubt, that financial results, the results of clinical trials, decisions by the Food and Drug Administration or the announcement of any of the foregoing shall not constitute a “corporate event” within the meaning of this Section 11.2(e)(vii))” at the end of the sentence.

(D) RESERVED

(E) Section 12.9(b)(iv) of the Definitions is hereby amended by:

(x) deleting (1) subsection (A) in its entirety, (2) the phrase “or (B)” following subsection (A) and (3) the phrase “in each case” in subsection (B); and

(y) deleting the phrase “neither the Non-Hedging Party nor the Lending Party lends Shares in the amount of the Hedging Shares or” in the penultimate sentence.

(F) Section 12.9(b)(v) of the Definitions is hereby amended by:

(x) adding the word “or” immediately before subsection “(B)” and deleting the comma at the end of subsection (A);

(y) (1) deleting subsection (C) in its entirety, (2) deleting the word “or” immediately preceding subsection (C) and (3) deleting the penultimate sentence in its entirety and replacing it with the sentence “The Hedging Party will determine the Cancellation Amount payable by one party to the other.”; and

(z) deleting subsection (X) in its entirety and the words “or (Y)” immediately following subsection (X).

(v) Strike Price Floor. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation, any Confirmation or the Definitions, in no event shall the Strike Price be subject to adjustment to the extent that, after giving effect to such adjustment, the Strike Price would be less than USD 64.63, except for any adjustment pursuant to the terms of this Master Confirmation and the Equity Definitions in connection with stock splits or similar changes to Issuer’s capitalization.

13. Addresses for Notice:

If to Dealer:	Goldman, Sachs & Co.	
	200 West Street	
	New York, NY 10282-2198	
	Attn:	Serge Marguié
		Equity Capital Markets
	Telephone:	(212) 902-9779
	Facsimile:	(917) 977-4253
	Email:	marqse@am.ibd.gs.com
With a copy to:	Attn:	Michael Voris
		Equity Capital Markets
	Telephone:	(212) 902-4895
	Facsimile:	(212) 291-5027
	Email:	Michael.Voris@gs.com

And email notification to the following address:
Eq-derivs-notifications@am.ibd.gs.com

If to Issuer:	Regeneron Pharmaceuticals, Inc.	
	777 Old Saw Mill River Road	
	Tarrytown, NY 10591-6707	
	Telephone:	(914) 345-7400

14. Accounts for Payment:

To Dealer:	Chase Manhattan Bank New York	
	For A/C Goldman, Sachs & Co.	
	A/C #930-1-011483	
	ABA: 021-000021	
To Issuer:	JPMorgan Chase	
	ABA No.:	021000021
	Account No.:	6701772200
	Swift Code:	CHASEUS33
	Address:	JP Morgan Chase Bank, N.A.
		106 Corporate Park Drive
		Floor 2
		White Plains, NY 10604
	Benefit of:	Regeneron Pharmaceuticals, Inc.
	Bank Contact:	Elanor Barreto
	Phone:	(914) 993-2241

15. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Issuer:	To be advised.

Issuer hereby agrees (a) to check this Master Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Goldman, Sachs & Co., Equity Derivatives Documentation Department, Facsimile No. (212) 428-1980/83.

Yours faithfully,

GOLDMAN, SACHS & CO.

By: /s/ Daniel Kopper
Name: Daniel Kopper
Title: Vice President

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Master Confirm]

CONFIRMATION

Date:	October 18, 2011
To:	Regeneron Pharmaceuticals, Inc. ("Issuer")
Telefax No.:	(914) 593-1506
From:	Goldman, Sachs & Co. ("Dealer")
Telefax No.:	(917) 977-4253

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Warrants Issued by Regeneron Pharmaceuticals, Inc., between Dealer and Issuer, dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation").

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	October 21, 2011
Strike Price:	103.41
Premium:	USD23,450,000.00
Premium Payment Date:	October 21, 2011
Maximum Delivery Amount:	2,380,414

For each Component of the Transaction, the Number of Warrants and Expiration Date are as set forth below.

Component Number	Number of Warrants	Expiration Date
1.	14877	January 3, 2017
2.	14877	January 4, 2017
3.	14877	January 5, 2017
4.	14877	January 6, 2017
5.	14877	January 9, 2017
6.	14877	January 10, 2017
7.	14877	January 11, 2017
8.	14877	January 12, 2017
9.	14877	January 13, 2017
10.	14877	January 17, 2017
11.	14877	January 18, 2017
12.	14877	January 19, 2017
13.	14877	January 20, 2017
14.	14877	January 23, 2017
15.	14877	January 24, 2017
16.	14877	January 25, 2017
17.	14877	January 26, 2017
18.	14877	January 27, 2017
19.	14877	January 30, 2017
20.	14877	January 31, 2017
21.	14877	February 1, 2017
22.	14877	February 2, 2017
23.	14877	February 3, 2017
24.	14877	February 6, 2017
25.	14877	February 7, 2017
26.	14877	February 8, 2017
27.	14877	February 9, 2017
28.	14877	February 10, 2017
29.	14877	February 13, 2017
30.	14877	February 14, 2017
31.	14878	February 15, 2017
32.	14878	February 16, 2017
33.	14878	February 17, 2017
34.	14878	February 21, 2017
35.	14878	February 22, 2017
36.	14878	February 23, 2017
37.	14878	February 24, 2017
38.	14878	February 27, 2017
39.	14878	February 28, 2017
40.	14878	March 1, 2017
41.	14878	March 2, 2017
42.	14878	March 3, 2017
43.	14878	March 6, 2017
44.	14878	March 7, 2017
45.	14878	March 8, 2017
46.	14878	March 9, 2017
47.	14878	March 10, 2017
48.	14878	March 13, 2017
49.	14878	March 14, 2017
50.	14878	March 15, 2017
51.	14878	March 16, 2017

52.	14878	March 17, 2017
53.	14878	March 20, 2017
54.	14878	March 21, 2017
55.	14878	March 22, 2017
56.	14878	March 23, 2017
57.	14878	March 24, 2017
58.	14878	March 27, 2017
59.	14878	March 28, 2017
60.	14878	March 29, 2017
61.	14878	March 30, 2017
62.	14878	March 31, 2017
63.	14878	April 3, 2017
64.	14878	April 4, 2017
65.	14878	April 5, 2017
66.	14878	April 6, 2017
67.	14878	April 7, 2017
68.	14878	April 10, 2017
69.	14878	April 11, 2017
70.	14878	April 12, 2017
71.	14878	April 13, 2017
72.	14878	April 17, 2017
73.	14878	April 18, 2017
74.	14878	April 19, 2017
75.	14878	April 20, 2017
76.	14878	April 21, 2017
77.	14878	April 24, 2017
78.	14878	April 25, 2017
79.	14878	April 26, 2017
80.	14878	April 27, 2017

3. Issuer hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Goldman, Sachs & Co., Equity Derivatives Documentation Department, Facsimile No. (212) 428-1980/83.

Yours faithfully,

GOLDMAN, SACHS & CO.

By: /s/ Daniel Kopper
Name: Daniel Kopper
Title: Vice President

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Confirm]

Exhibit 10.3

Execution Version

MASTER TERMS AND CONDITIONS FOR CONVERTIBLE BOND HEDGING TRANSACTIONS
BETWEEN CITIBANK, N.A. AND REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Base Convertible Bond Hedging Transactions (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for convertible bond hedging transactions to be entered into between Citibank, N.A. ("Dealer") and Regeneron Pharmaceuticals, Inc. ("Counterparty"). Each such transaction (a "Transaction") entered into between Dealer and Counterparty that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Counterparty and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first" and (ii) the election of United States dollars as the Termination Currency) between Dealer and Counterparty, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Unit shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Counterparty or any confirmation or other agreement between Dealer and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Counterparty are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Counterparty and Dealer with respect to such Transaction.

Each Transaction to which a Confirmation relates is a Convertible Bond Hedging Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions (and references herein to "Units" shall be deemed to be references to "Options" for purposes of the Definitions), and shall have the following terms:

Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Option Type:	Call
Option Style:	Modified American (as described below)
Seller:	Dealer
Buyer:	Counterparty
Shares:	The Common Stock of Counterparty, par value USD0.001 per share (Ticker Symbol: "REGN").
Convertible Notes:	As set forth in the Confirmation for such Transaction
Indenture:	As set forth in the Confirmation for such Transaction
Number of Units:	As set forth in the Confirmation for such Transaction.
Unit Entitlement:	As set forth in the Confirmation for such Transaction
Strike Price:	As set forth in the Confirmation for such Transaction
Applicable Percentage:	As set forth in the Confirmation for such Transaction
Number of Shares:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchange:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with

respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Counterparty shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Counterparty in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. <u>Procedure for Exercise</u>:

Exercise Dates:	Each Conversion Date.
Conversion Date:	Each "Conversion Date", as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights".
Required Exercise on Conversion Dates:	On each Conversion Date, a number of Units equal to the number of Convertible Notes in denominations of USD1,000 principal amount satisfying all of the requirements for conversion on such Conversion Date in accordance with the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Procedures" shall be automatically exercised, subject to "Notice of Exercise" below.
Expiration Date:	As set forth in the Confirmation for such Transaction
Multiple Exercise:	Applicable, as provided above under "Required Exercise on Conversion Dates".
Minimum Number of Units:	Zero
Maximum Number of Units:	Number of Units
Integral Multiple:	Not Applicable

Automatic Exercise:	As provided above under “Required Exercise on Conversion Dates”.
Notice of Exercise:	Notwithstanding anything to the contrary in the Definitions, Dealer shall have no obligation to make any payment or delivery in respect of any exercise of Units hereunder unless Counterparty notifies Seller in writing prior to 3:00 PM, New York City time, on the Scheduled Trading Day immediately preceding the first “Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) of the “Cash Settlement Averaging Period”, as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”, relating to the Convertible Notes converted on the Conversion Date relating to the relevant Exercise Date (the “Notice Deadline”) of (i) the number of Units being exercised on such Exercise Date, (ii) if applicable, the scheduled commencement date of the “Cash Settlement Averaging Period” for the Convertible Notes converted on the Conversion Date corresponding to such Exercise Date, (iii) whether Counterparty will satisfy its conversion obligation with respect to such Convertible Notes solely in cash (“Cash Settlement”), through delivery of a combination of cash and Shares (“Combination Settlement”) or solely in Shares (“Physical Settlement”; each of Cash Settlement, Combination Settlement and Physical Settlement, a “Settlement Method”) and (iv) in the case of Combination Settlement, the applicable “Specified Dollar Amount” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”), if other than $1,000; provided that if the Conversion Date for such Unit occurs on of after June 1, 2016 (the “Final Averaging Period Date”), the notice need not contain the information described in clause (ii) above, the Company may provide Dealer with a single notice with respect to the information described in clause (i) above, and the Notice Deadline with respect to (x) the information described in clause (i) above shall be 3:00 p.m, New York City time, on the “Scheduled Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) immediately preceding the Expiration Date and (y) the information described in clauses (iii) and (iv) above shall be 3:00 p.m., New York City time on the Scheduled Trading Day prior to the Final Averaging Period Date; provided further that, notwithstanding the foregoing (except in the case of a “Cash Settlement Averaging Period” that commences on or after the Final Averaging Period Date), such notice shall be effective even if given after the Notice Deadline so long as such notice is given prior to 3:00 p.m., New York City time, on the fifth Exchange Business Day of such “Cash Settlement Averaging Period”, in which event the

Calculation Agent shall have the right to adjust the Delivery Obligation as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of its not having received such notice prior to the Notice Deadline.

Notwithstanding anything to the contrary herein, in the Indenture or the Notice of Exercise, for purposes of the Transactions hereunder, with respect to any Conversion Date, Seller's Delivery Obligation shall be calculated by the Calculation Agent as if Counterparty had elected Combination Settlement with a "Specified Dollar Amount" for the Convertible Notes equal to $1,000 pursuant to clause (iii) above, unless Counterparty provides timely notice of the applicable Settlement Method in its Notice of Exercise as set forth above. If such Notice of Exercise specifies a Settlement Method other than Combination Settlement with a "Specified Dollar Amount" under the Indenture of $1,000, Counterparty shall be deemed to have represented to Dealer that, as of the date of its election of a Settlement Method, it is not in possession of any material non-public information with respect to itself or the Shares.

5. Settlement Terms:

Settlement Date:	In respect of an Exercise Date occurring on a Conversion Date, the settlement date for the Shares and/or cash to be delivered under the Convertible Notes converted on such Conversion Date under the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion"); provided that the Settlement Date will not be prior to the date one Settlement Cycle following the final day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to such Conversion Date.
Delivery Obligation:	In lieu of the obligations set forth in Sections 8.1 and 9.1 of the Definitions, and subject to "Notice of Exercise" above, with respect to each Unit exercised on a Conversion Date, Seller will deliver to Counterparty on the related Settlement Date, (i) if Cash Settlement or Combination Settlement with a "Specified Dollar Amount" of USD 1,000 or more applies to such Conversion Date pursuant to the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights"), the product of the Applicable Percentage and a number of Shares and/or an amount in cash in USD equal to the number of Shares and/or amount of cash in USD in excess of USD 1,000 that Counterparty is obligated to deliver to the holder of USD 1,000 principal amount of such Convertible Notes pursuant to the Settlement Provision of the Indenture (as

defined in the Confirmation) or (ii) if Physical Settlement or Combination Settlement with a "Specified Dollar Amount" of less than USD 1,000 applies to such Conversion Date pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion", the product of the Applicable Percentage and a number of Shares equal to the number of Shares that Counterparty would have been obligated to deliver to the holder of USD 1,000 principal amount of Convertible Notes converted on such Conversion Date pursuant to the Settlement Provision of the Indenture, as determined by the Calculation Agent, except that for all purposes hereunder (a) Combination Settlement shall be deemed to apply to such Convertible Notes (notwithstanding the provisions of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with a "Specified Dollar Amount" of USD 1,000, (b) each reference to "forty" in the definitions of "Cash Settlement Averaging Period", "Daily Conversion Value", "Daily Measurement Value" and "Daily Settlement Amount" under the Indenture (each as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") and the Settlement Provision of the Indenture shall be deemed replaced with "eighty", (c) the reference to "one-fortieth (1/40th)" in the definition of "Daily Conversion Value" shall be deemed replaced with "one-eightieth (1/80th)" and (d) the reference to "the 42nd Scheduled Trading Day" in the definition of "Cash Settlement Averaging Period" shall be deemed replaced with "the 82nd Scheduled Trading Day";

provided that, in the case of clause (i) or (ii) above, in no event shall the sum of (A) the amount of cash, if any, paid by Dealer upon exercise of any Unit and (B) the number of Shares delivered upon exercise of such Unit *multiplied by* the Applicable Limit Price on the Settlement Date for such Unit; and

provided further that, in the case of clause (i) or (ii) above, the Delivery Obligation shall be determined excluding any Shares (or cash) that Counterparty is obligated to deliver to holder(s) of the Convertible Notes as a result of any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture (as defined in the Confirmation).

Notwithstanding the foregoing, if any exercise hereunder relates to a conversion of Convertible Notes in connection with which holders thereof are entitled to receive additional Shares and/or cash pursuant to the adjustments to the Conversion Rate set forth in the Make-whole Provision of the Indenture (as defined in the Confirmation), then the Delivery Obligation shall include such additional Shares and/or cash (subject to the deemed application of Combination Settlement

as set forth in clause (ii) above), except that the Delivery Obligation shall be capped so that the value of the Delivery Obligation (with the value of any such additional Shares included in the Delivery Obligation determined by the Calculation Agent using the "Daily VWAP" on the last day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date) does not exceed the amount as determined by the Calculation Agent that would be payable by Dealer pursuant to Section 6 of the Agreement if such Conversion Date were an Early Termination Date resulting from an Additional Termination Event with respect to which the Transaction (except that, for purposes of determining such amount, (x) the Number of Units shall be deemed to be equal to the number of Units exercised on such Exercise Date and (y) such amount payable pursuant to Section 6 of the Agreement will be determined as if the Make-whole Provision of the Indenture were deleted but will, for the avoidance of doubt, take into account the time value of the Transaction assuming an Expiration Date on the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General"), without regard to any requirement for the occurrence of a Conversion Date or delivery of a Notice of Exercise or Notice of Delivery Obligation) was the sole Affected Transaction and Counterparty was the sole Affected Party (determined without regard to Section 11(b) of this Master Confirmation).

Dealer will deliver cash in lieu of any fractional Shares to be delivered valued at the "Daily VWAP" for the last "Trading Day" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date.

For the avoidance of doubt, if the sum of the "Daily Conversion Values" for all "Trading Days" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date is less than or equal to USD1,000, Seller will have no delivery obligation hereunder in respect of such Conversion Date.

For the further avoidance of doubt, Dealer will have no delivery obligation hereunder in respect of any "Distributed Property" delivered by Counterparty to the holders of Convertible Notes pursuant to the Conversion Rate Adjustment Fallback Provision.

Applicable Limit:

For any Unit, an amount of cash equal to the Applicable Percentage *multiplied by* the excess of (i) the aggregate of (A) the amount of cash, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note and (B) the number of Shares, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note *multiplied by* the Applicable Limit Price on the settlement date for the cash and/or Shares delivered upon conversion of the related Convertible Note over (ii) USD 1,000.

Applicable Limit Price:	On any day, the opening price as displayed under the heading "Op" on Bloomberg page REGN.Q <equity> (or any successor thereto).
Excluded Provisions:	As set forth in the Confirmation for such Transaction.
Make-whole Provision:	As set forth in the Confirmation for such Transaction.
Notice of Delivery Obligation:	No later than the Scheduled Trading Day immediately following the last day of the "Cash Settlement Averaging Period", Counterparty shall give Seller notice of the final number of Shares and/or amount of cash (the "Convertible Obligation") it is required to deliver under the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with respect to the relevant Conversion Date; provided that, with respect to any Exercise Date occurring on or after the Final Averaging Period Date, Counterparty may provide Dealer with a single notice of the aggregate number of Shares and/or the amount of cash comprising the Convertible Obligation for all Exercise Dates occurring on or after such Scheduled Trading Day (it being understood, for the avoidance of doubt, that the requirement of Counterparty to deliver such notice shall not limit Counterparty's obligations with respect to Notice of Exercise, as set forth above, in any way).
Other Applicable Provisions:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement applied to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Buyer is the issuer of the Shares. In addition, notwithstanding anything to the contrary in the Definitions, Seller may, in whole or in part, deliver Shares in certificated form representing the Delivery Obligation to Counterparty in lieu of delivery through the Clearance System.

6. Adjustments:

Method of Adjustment:	Notwithstanding Section 11.2 of the Definitions, upon the occurrence of any event or condition set forth in the Dilution Provision of the Indenture (as defined in the Confirmation), the Calculation Agent shall make the corresponding adjustment in respect of any one or more of the Strike Price, Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of such Transaction, to the extent an analogous adjustment is made under the Indenture. For the avoidance of doubt, in no event

shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Rate" pursuant to the Excluded Provisions of the Indenture.

7. Extraordinary Events:

Merger Events: Notwithstanding Section 12.1(b) of the Definitions, a "Merger Event" means the occurrence of any event or condition set forth in the Merger Provision of the Indenture (as defined in the Confirmation).

As soon as reasonably practicable following the public announcement of any Merger Event or any public filing with respect to any Merger Event, Counterparty shall notify the Calculation Agent of such Merger Event; and once the adjustments to be made to the terms of the Indenture (as described in the Offering Memorandum in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments") and the Convertible Notes in respect of such Merger Event have been determined, Counterparty shall immediately notify the Calculation Agent in writing of the details of such adjustments.

Notice of Merger Consideration: Upon the occurrence of a Merger Event that causes the Shares to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of election of the holders of Shares), Counterparty shall promptly (but in any event prior to the Merger Date) notify the Calculation Agent of the details of the adjustment made under the Indenture in respect of such Merger Event.

Tender Offer: Applicable. Notwithstanding Section 12.1(d) of the Definitions, a "Tender Offer" means the occurrence of any event or condition set forth in the Tender Offer Provision of the Indenture (as described in the Offering Memorandum in clause (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments").

Consequences of Merger Events and Tender Offers:

Notwithstanding Sections 12.2 and 12.3 of the Definitions, upon the occurrence of a Merger Event or Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of the Transaction, to the extent an analogous adjustment is made under the Indenture (as described in the Offering Memorandum in clause (5) and in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"); provided that (i) such adjustment shall be made without regard to any adjustment to the Conversion Rate

	for the issuance of additional shares as set forth in the Excluded Provisions of the Indenture; (ii) if such adjustment would (but for this clause (ii)) result in the Shares including (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia, no such adjustment shall be made and Cancellation and Payment (Calculation Agent Determination) shall apply; and (iii) if Counterparty will not be the Issuer following such Merger Event or Tender Offer, then (a) the Calculation Agent shall make any adjustment(s) to the valuation, exercise, settlement or other terms of the Transaction that the Calculation Agent determines appropriate to account for the effect on the Transaction of such Merger Event or (b) if (x) the Calculation Agent determines that no adjustment it could make under clause (a) above will produce a commercially reasonable result or (y) Counterparty and the Issuer following such Merger Event or Tender Offer do not enter into such documentation containing representations, warranties and agreements relating to securities law and other issues, as requested by Dealer that Dealer has determined, in its reasonable discretion, to be necessary or appropriate to allow Dealer to continue as a party to the Transaction (giving effect to any adjustments pursuant to clause (a) above) and to preserve its hedging activities in connection with the Transaction in a manner compliant with applicable legal, regulatory and self- regulatory requirements, and with related policies and procedures applicable to Dealer, Cancellation and Payment (Calculation Agent Determination) shall apply.
Dilution Provision:	As set forth in the Confirmation for such Transaction.
Merger Provision:	As set forth in the Confirmation for such Transaction.
Tender Offer Provision:	As set forth in the Confirmation for such Transaction.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

8. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation," and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable; provided that Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other terms."
Increased Cost of Hedging:	Not Applicable
Determining Party	For all applicable Additional Disruption Events, Dealer.

9. Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

10. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act of 1933, as amended (the "Securities Act"); and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Counterparty hereby represents and warrants to, and agrees with, Dealer on the Trade Date of each Transaction that:

(i) its financial condition is such that it has no need for liquidity with respect to its investment in such Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness;

(ii) its investments in and liabilities in respect of such Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with such Transaction, including the loss of its entire investment in such Transaction;

(iii) it understands that Dealer has no obligation or intention to register such Transaction under the Securities Act or any state securities law or other applicable federal securities law;

(iv) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(v) RESERVED

(vi) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(vii) It is not, on the date hereof, and will not be, on any date on which it elects to require Dealer to satisfy any Dealer Payment Obligation by delivery of Termination Delivery Units pursuant to Section 11(b) below, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(viii) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(ix) RESERVED

(x) on each of the Trade Date Counterparty is not, and on the Premium Payment Date will not be, "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "Bankruptcy Code")), and Counterparty would be able to purchase the Shares hereunder in compliance with the laws of the jurisdiction of Counterparty's incorporation;

(xi) RESERVED

(xii) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(xiii) without limiting the generality of Section 13.1 of the Definitions, Counterparty acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xiv) RESERVED

(xv) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of such Transaction and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement;

(xvi) Counterparty is not on the Trade Date of any Transaction engaged in and will not, during any period starting on the Trade Date of any Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement; and

(xvii) on the Trade Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument other than the Transaction or any other similar transaction) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

11. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the 1992 ISDA Master Agreement (Multicurrency–Cross Border).

(b) Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 11(c) below, Dealer owes Counterparty any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (a "Dealer Payment Obligation"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Dealer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, Tender Offer Date, Announcement Date (in the case of Nationalization, Insolvency or Delisting), Early Termination Date or other date of cancellation or termination, as applicable ("Notice of Dealer Termination Delivery"); provided that if Counterparty does not validly so elect to require Dealer to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, Dealer shall have the right, in its sole discretion, to elect to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Counterparty's failure to elect or election to the contrary; and provided further that Counterparty shall not have the right to so elect (but, for the avoidance of doubt, Dealer shall have the right to so elect) in the event of (i) an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Counterparty's control. Within a commercially reasonable period of time following receipt of a Notice of Dealer Termination Delivery or such notice by Dealer to Counterparty, as the case may be, Dealer shall deliver to Counterparty a number of Termination Delivery Units having a cash value equal to the amount of such Dealer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation).

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Counterparty provides irrevocable written notice to the Calculation Agent on or prior to the Closing Date that it elects to have Dealer deliver cash, New Shares or a combination thereof (in such proportion as Counterparty designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

If the provisions of this paragraph (b) are applicable, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if "Physical Settlement" applied to the Transaction, except that all references to "Shares" shall be read as references to "Termination Delivery Units"; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Termination Delivery Units (or any part thereof). In addition, notwithstanding anything to the contrary in the Definitions, Dealer may, in whole or in part, deliver securities comprising Termination Delivery Units in certificated form to Counterparty in lieu of delivery through the Clearance System.

(c) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Counterparty, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(d) Transfer and Assignment. Counterparty may transfer any of its rights or obligations under any Transaction with the prior written consent of the Dealer, such consent not to be unreasonably withheld. Dealer may transfer or assign without any consent of Counterparty its rights and obligations hereunder or under the Agreement, in whole or in part, to any of its affiliates; provided that Counterparty shall have recourse to Dealer in the event of the failure by the transferee to perform any of its obligations hereunder. At any time at which (1) Dealer and any of its affiliates subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer (collectively, "Dealer Group") or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "Dealer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1% of the number of Shares outstanding on the date of determination (such condition, an "Excess Ownership Position") or (2) the Units Equity Percentage exceeds 9.0%, if Dealer, in its discretion, is unable to effect a transfer or assignment to a third party in accordance with the requirements set forth above after using its commercially reasonable efforts on pricing and other terms reasonably acceptable to Dealer

within a time period reasonably acceptable to Dealer such that an Excess Ownership Position no longer exists or that the Units Equity Percentage is equal to or less than 9.0%, as the case may be, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of the Transaction, such that such Excess Ownership Position no longer exists or the Units Equity Percentage following such partial termination is equal to or less than 9.0%, as the case may be. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment or delivery shall be made pursuant to Section 6 of the Agreement and Section 11(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Terminated Portion of the Transaction, (ii) Counterparty shall be the sole Affected Party with respect to such partial termination and (iii) such portion of the Transaction shall be the only Terminated Transaction. The "Units Equity Percentage" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the total Number of Shares for all Transactions hereunder and (B) the denominator of which is the number of Shares outstanding.

(e) Additional Termination Events. For any Transaction:

(i) The occurrence of an event of default with respect to Counterparty under the terms of the Convertible Notes for such Transaction that results in an acceleration of such Convertible Notes pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Events of Default" for such Transaction shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following acceleration of such Convertible Notes (unless otherwise agreed by the parties).

(ii) The occurrence of any amendment, modification, supplement or waiver of any term of the Indenture as described in the Offering Memorandum under "Description of Notes—Modification and Amendment" for such Transaction or the Convertible Notes for such Transaction governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion or settlement of the Convertible Notes for such Transaction (including changes to the conversion rate or price, conversion settlement dates, conversion conditions or provisions related to adjustments to the "Conversion Rate"), or any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes for such Transaction to amend, in each case without the prior consent of Seller, such consent not to be unreasonably withheld, shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

(iii) The repurchase or cancellation of Convertible Notes (whether pursuant to the provision of the Indenture as described in the Offering Memorandum under "Description of Notes—Fundamental Change Permits Holders to Require Us to Purchase Notes" or otherwise) shall be an Additional Termination Event with respect to which (A) the sole Affected Transaction shall be the portion of the Transaction corresponding to the number of Units (the "Note Repurchase Units") equal to the lesser of (x) the aggregate principal amount of such Convertible Notes specified in Counterparty's Note Repurchase Notice *divided by* USD 1,000 and (y) the Number of Units as of the date Dealer designates such Early Termination Date; and, as of such date, the Number of Units shall be reduced by the number of Repurchase Units, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following receipt of such Note Repurchase Notice (unless otherwise agreed by the parties); provided that Counterparty shall provide Dealer a notice (any such notice, a "Repurchase Notice") no later than the third Exchange Business Day following any such repurchase or cancellation specifying the aggregate principal amount of Convertible Notes so repurchased or cancelled.

(f) Status of Claims in Bankruptcy. Dealer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Dealer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of

Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transactions.

(g) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Counterparty under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, then the obligations of Counterparty hereunder will not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(h) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such shares or other securities and otherwise to perform Dealer's obligations in respect of this Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Counterparty's monetary damages and Counterparty hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(i) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(j) Waiver of Trial by Jury. EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(k) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(l) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual

right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(m) Extension of Settlement. Dealer may postpone, in whole or in part, any Exercise Date or any other date of valuation or delivery by Dealer or add additional Settlement Dates or other dates of valuation or delivery by Dealer, with respect to some or all of the relevant Units (in which event the Calculation Agent shall make appropriate adjustments to the Delivery Obligation), if Dealer determines, in its good-faith reasonable discretion based on the advise of counsel, that such extension is necessary or advisable (x) to preserve Dealer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock borrow market or other relevant market (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Dealer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(n) Staggered Settlement. If upon advice of counsel with respect to applicable legal and regulatory requirements, including any requirements relating to Dealer's hedging activities hereunder, Dealer reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Dealer on the Settlement Date for the Transaction, Dealer may, by notice to the Counterparty prior to any Settlement Date (a "Nominal Settlement Date"), elect to deliver the Shares on two or more dates (each, a "Staggered Settlement Date") or at two or more times on the Nominal Settlement Date as follows:

(i) in such notice, Dealer will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date, but not prior to the beginning of such "Cash Settlement Averaging Period") or delivery times and how it will allocate the Shares it is required to deliver under "Net Share Settlement Amount" (above) among the Staggered Settlement Dates or delivery times; and

(ii) the aggregate number of Shares that Dealer will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that Dealer would otherwise be required to deliver on such Nominal Settlement Date.

(o) Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if, following such repurchase, the Units Equity Percentage as determined on such day is (i) equal to or greater than 4.5% and (ii) greater by 0.5% than the Units Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater by 0.5% than the Units Equity Percentage as of the date hereof). Counterparty agrees to indemnify and hold harmless Dealer and its Affiliates and their respective officers, directors and controlling persons (each, a "Section 16 Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, subject to the reporting and profit disgorgement provisions of Section 16 of the Exchange Act, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to any Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, to which a Section 16 Indemnified Person may become subject, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph (o), to reimburse, within 30 days, upon written request, each such Section 16

Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Section 16 Indemnified Person, such Section 16 Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of such Section 16 Indemnified Person, shall retain counsel reasonably satisfactory to such Section 16 Indemnified Person to represent such Section 16 Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall be relieved from liability to the extent that such Section 16 Indemnified Person fails to promptly notify Counterparty of any action commenced against it in respect of which indemnity may be sought hereunder; provided, that failure to notify Counterparty (i) shall not relieve Counterparty from any liability hereunder to the extent it is not materially prejudiced as a result thereof and (ii) shall not, in any event, relieve Counterparty from any liability that it may have otherwise than on account of this paragraph (o). Counterparty shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Section 16 Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of each Section 16 Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Section 16 Indemnified Person is or could have been a party and indemnity could have been sought hereunder by any such Section 16 Indemnified Person, unless such settlement includes an unconditional release of each such Section 16 Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to each such Section 16 Indemnified Person. If the indemnification provided for in this paragraph (o) is unavailable to a Section 16 Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty, in lieu of indemnifying such Section 16 Indemnified Person thereunder, shall contribute to the amount paid or payable by such Section 16 Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (o) are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Section 16 Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph (o) shall remain operative and in full force and effect regardless of the termination of any Transaction.

(p) Early Unwind. In the event the sale of Convertible Notes for any Transaction hereunder is not consummated with the Initial Purchasers for any reason by the close of business in New York City on the Early Unwind Date set forth in the Confirmation for such Transaction, such Transaction shall automatically terminate on such Early Unwind Date and (i) such Transaction and all of the respective rights and obligations of Dealer and Counterparty under such Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with such Transaction either prior to or after such Early Unwind Date; provided that Counterparty shall purchase from Dealer on such Early Unwind Date all Shares purchased by Dealer or one or more of its Affiliates in connection with such Transaction. The purchase price paid by Counterparty shall be Dealer's actual cost of such Shares as Dealer informs Counterparty and shall be paid in immediately available funds on such Early Unwind Date.

(q) Registration. Counterparty hereby agrees that if the Shares (the "Hedge Shares") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction, in Dealer's good-faith reasonable judgment based on advice of counsel, cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer and Counterparty, substantially in the form of an underwriting agreement for a registered secondary offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity

securities; provided that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or (iii) of this paragraph (q) shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer and Counterparty, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the price displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> AQR (or any successor thereto) in respect of the period from the scheduled opening time of the Exchange to the Scheduled Closing Time of the Exchange on a relevant Exchange Business Day (or if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method) on such Exchange Business Days, and in the amounts requested by Dealer. For the avoidance of doubt, under no circumstances shall Counterparty be obligated to make the election described in clause (iii) of the preceding sentence.

(r) Conversion Rate Adjustments. Counterparty shall provide to Dealer written notice, promptly following the public announcement of any transaction or event (a "Conversion Rate Adjustment Event") that is reasonably expected to lead to an increase in the Conversion Rate (as such term is defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—General"), and, once the adjustments to the Conversion Rate as a result of such Conversion Rate Adjustment Event have been determined, shall notify Dealer in writing of the details of such adjustments.

(s) Delivery or Receipt of Cash. For the avoidance of doubt, other than receipt of the Premium by Buyer, nothing in the Agreement, the Definitions, this Master Confirmation or any Confirmation hereunder shall be interpreted as requiring Counterparty to deliver or receive cash in respect of the settlement of the Transactions contemplated by this Master Confirmation and any Confirmation hereunder, except in circumstances where the cash settlement thereof is within Counterparty's control (including, without limitation, where an Event of Default by Counterparty has occurred under Section 5(a)(ii) or Section 5(a)(iv) of the Agreement, where Counterparty elects to deliver or receive cash or fails timely to elect to deliver or receive Termination Delivery Units in respect of the settlement of such Transaction) or in those circumstances in which holders of the Shares would also receive cash.

12. Addresses for Notice:

If to Dealer:	Citibank, N.A.	
	390 Greenwich Street	
	New York, NY 10013	
	Attention:	Equity Derivatives
	Facsimile:	(212) 723-8328
	Telephone:	(212) 723-7357
with a copy to:	Citibank, N.A.	
	250 West Street, 10th Floor	
	New York, NY 10013	
	Attention:	GCIB Legal Group—Derivatives
	Facsimile:	(212) 816-7772
	Telephone:	(212) 816-2211

If to Counterparty:	Regeneron Pharmaceuticals, Inc. 777 Old Saw Mill River Road Tarrytown, NY 10591-6707 Telephone:	(914) 345-7400

13. Accounts for Payment:

To Dealer:	Citibank, N.A. ABA #021000089 DDA 00167679 Ref: Equity Derivatives	
To Counterparty:	JPMorgan Chase ABA No.: Account No.: Swift Code: Address: Benefit of: Bank Contact: Phone:	 021000021 6701772200 CHASEUS33 JP Morgan Chase Bank, N.A. 106 Corporate Park Drive Floor 2 White Plains, NY 10604 Regeneron Pharmaceuticals, Inc. Elanor Barreto (914) 993-2241

14. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Counterparty: To be advised.

15. Amendments to Definitions:

Section 12.9(b)(i) of the Definitions is hereby amended by (1) replacing “either party may elect” with “Dealer may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

Counterparty hereby agrees (a) to check this Master Confirmation promptly upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Master Confirmation relates, by manually signing this Master Confirmation and providing any other information requested herein and immediately returning an executed copy to Confirmation Unit via 212-615-8985. Hard copies should be returned to Citibank, N.A., 333 West 34th Street, 2nd Floor, New York, New York 10001, Attention: Confirmation Unit.

Yours sincerely,

Citibank, N.A.

By: /s/ Herman Hirsch
Name: Herman Hirsch
Title: Authorized Representative

Confirmed as of the
date first above written:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

EXHIBIT A
FORM OF CONVERTIBLE BOND HEDGING TRANSACTION CONFIRMATION

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Counterparty")

Telefax No.: (914) 593-1506

From: Citibank, N.A. ("Dealer")

Telefax No.: (212) 723-8328

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Convertible Bond Hedging Transactions dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation") between you and us.

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates is entered into as part of an integrated hedging transaction of the Convertible Notes pursuant to the provisions of Treasury Regulation Section 1.1275-6.

3. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	The closing date of the initial issuance of the Convertible Notes.
Premium:	USD29,375,000.00
Premium Payment Date:	October 21, 2011
Convertible Notes:	1.875% Senior Convertible Notes due 2016, offered pursuant to the Offering Memorandum, and to be issued pursuant to the Indenture.
Number of Units:	The number of "Firm Securities" (as defined in the Purchase Agreement) in denominations of USD1,000 principal amount to be issued by Counterparty on the closing date for the initial issuance of the Convertible Notes.

Purchase Agreement:	Purchase Agreement, dated as of October 18, 2011, between Goldman, Sachs & Co., as Initial Purchaser, and Counterparty, relating to the Convertible Notes.
Strike Price:	As of any date, an amount in USD, rounded to the nearest cent (with 0.5 cents being rounded upwards), equal to USD1,000 divided by the Unit Entitlement.
Applicable Percentage:	25%
Number of Shares:	The product of the Number of Units and the Unit Entitlement and the Applicable Percentage.
Expiration Date:	The earlier of (i) the last day on which any Convertible Notes remain outstanding and (ii) the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General").
Unit Entitlement:	As of any date, a number of Shares per Unit equal to the Conversion Rate (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General", but without regard to any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture).
Indenture:	Indenture to be dated as of October 21, 2011 by and between Counterparty and Wells Fargo Bank, National Association, as trustee, and the other parties thereto, pursuant to which the Convertible Notes are to be issued relating to the USD400,000,000 principal amount of 1.875% convertible notes due 2016. For the avoidance of doubt, references herein to sections of the Indenture are based on the description of the Convertible Securities set forth in the Preliminary Confidential Offering Circular, dated October 17, 2011, as supplemented by the related pricing term sheet ("Offering Memorandum"). If any relevant provisions of the Indenture differ in any material respect from those described in the Offering Memorandum, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.
Settlement Provision:	The provision of the Indenture as described in the Offering Memorandum in the fifth paragraph under "Description of Notes—Conversion Rights—Settlement upon Conversion"
Excluded Provisions:	The Make-whole Provision and the provision of the Indenture as described in the Offering Memorandum in the fifth to last paragraph under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"

Make-whole Provision:	The provision of the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Adjustment to Shares Delivered upon Conversion upon Certain Corporate Transactions”
Conversion Rate Adjustment Fallback Provision:	The provision of the Indenture as described in the Offering Memorandum in the second paragraph of clause (3) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Dilution Provision:	The provisions of the Indenture as described in the Offering Memorandum in clause (1) to (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Merger Provision:	The provision of the Indenture as described in the Offering Memorandum in the sixth and seventh to last paragraphs under “Description of Notes— Conversion Rights—Conversion Rate Adjustments”
Tender Offer Provision:	The provision of the Indenture as described in the Offering Memorandum in clause (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Early Unwind Date:	October 21, 2011, or such later date as agreed by the parties hereto.

4. Counterparty hereby agrees (a) to check this Confirmation promptly upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Confirmation relates, by manually signing this Confirmation and providing any other information requested herein or in the Master Confirmation and immediately returning an executed copy to Confirmation Unit via 212-615-8985. Hard copies should be returned to Citibank, N.A., 333 West 34th Street, 2nd Floor, New York, New York 10001, Attention: Confirmation Unit.

Yours sincerely,

Citibank, N.A.

By: /s/ Herman Hirsch
Name: Herman Hirsch
Title: Authorized Representative

Confirmed as of the
date first above written:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

Exhibit 10.4

Execution Version

MASTER TERMS AND CONDITIONS FOR BASE WARRANTS
ISSUED BY REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Warrants (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for warrant transactions that Regeneron Pharmaceuticals, Inc. ("Issuer") shall enter into with Citibank, N.A. ("Dealer"). Each such transaction (a "Transaction") entered into between Dealer and Issuer that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Issuer and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder, shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first"; and (ii) the election of United States dollars as the Termination Currency) between you and us, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Warrant shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Issuer or any confirmation or other agreement between Dealer and Issuer pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Issuer, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Issuer are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Issuer and Dealer with respect to such Transaction. Each Transaction to which a Confirmation relates is a Warrant Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions, and shall have the following terms:

Components:	Each Transaction will be divided into individual Components, each with the terms set forth in this Master Confirmation and the related Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in the Confirmation for such Transaction. The valuation and exercise of the Warrants and the payments and deliveries to be made upon settlement of each Transaction will be determined separately for each Component or such Transaction as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European
Warrant Type:	Call
Seller:	Issuer
Buyer:	Dealer
Shares:	The common stock, USD0.001 par value per share, of Issuer (Symbol: REGN).
Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Number of Warrants:	For each Component, as set forth in the Confirmation for such Transaction.
Warrant Entitlement:	One Share per Warrant
Strike Price:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchanges:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity

derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Issuer shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Issuer in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. Procedure for Exercise and Valuation:

In respect of any Component:

Expiration Time:	The Valuation Time
Expiration Date:	As set forth in the Confirmation for such Transaction for such Component (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); provided that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of a Transaction hereunder; and provided, further, that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent may elect in its discretion that the Final Disruption Date shall be deemed the Expiration Date (irrespective of whether such date is an Expiration Date in respect of any other Component for a Transaction) and, notwithstanding anything to the contrary in this Confirmation or the Definitions, the Relevant Price for such Expiration Date shall be the prevailing market

	value per Share determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Definitions, if a Market Disruption Event occurs on any Expiration Date, the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case (i) the Calculation Agent shall make adjustments to the number of Warrants for the relevant Component for which such day shall be the Expiration Date on the basis of the nature and duration of the relevant Market Disruption Event and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Reference Price for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event on such day. Any day on which the Exchange is scheduled to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Automatic Exercise:	Applicable. The Warrants for any Component shall be deemed automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time the Warrants are In-the-Money; provided that all references in Section 3.4(b) of the Definitions to "Physical Settlement" shall be read as references to "Net Share Settlement." "In-the-Money" means, for any Transaction, that the Reference Price is greater than the Strike Price for such Transaction.
Reference Price:	For any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> VAP (or any successor thereto) in respect of the period from the scheduled opening time to the Scheduled Closing Time (New York City time) on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using, if practicable, an appropriate volume-weighted method).
Valuation Time:	As defined in Section 6.1 of the Definitions
Valuation Date:	Each Exercise Date
Final Disruption Date:	For any Transaction, the eighth Scheduled Trading Day immediately following the scheduled Expiration Date for the last Component of such Transaction.
Market Disruption Events:	The first sentence of Section 6.3(a) of the Definitions is hereby amended (A) by deleting the words "during the one

	hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in the third, fourth and fifth lines thereof, and (B) by replacing the words "or (iii) an Early Closure." by "(iii) an Early Closure, or (iv) a Regulatory Disruption." Section 6.3(d) of the Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	Any event that Dealer, in its good-faith reasonable discretion, determines based on the advice of outside counsel makes it appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Dealer, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G and Regulation 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation M), for Dealer to refrain from or decrease any market activity in connection with the Transaction. Dealer shall notify Issuer as soon as reasonably practicable that a Regulatory Disruption has occurred and the Expiration Dates affected by it.

5. Settlement Terms:

In respect of any Component:

Settlement Method Election:	Applicable; *provided* that (i) references to "Physical Settlement" in Section 7.1 of the Definitions shall be replaced by references to "Net Share Settlement"; (ii) if Seller elects Cash Settlement, Seller shall be deemed to have represented and warranted to Dealer on the date of such election that (A) Seller is not in possession of any material non-public information regarding Seller or the Shares, (B) Seller is electing Cash Settlement in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, and (C) the assets of Seller at their fair valuation exceed the liabilities of Seller (including contingent liabilities), the capital of Seller is adequate to conduct the business of Seller, and Seller has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature; and (iii) the same election of settlement method shall apply to all Expiration Dates hereunder.
Electing Party:	Seller
Settlement Method Election Date:	The third Scheduled Trading Day immediately preceding the First Expiration Date.
Default Settlement Method:	Net Share Settlement

Net Share Settlement:	If Net Share Settlement is applicable, then on each Settlement Date, Seller shall deliver to Buyer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Buyer and cash in lieu of any fractional shares valued at the Reference Price for the Valuation Date corresponding to such Settlement Date. If, Buyer reasonably determines that, for any reason, the Shares deliverable upon Net Share Settlement would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), then Buyer may elect to either (x) accept delivery of such Shares notwithstanding any restriction on transfer or (y) have the provisions set forth in Section 12(c) below apply.
Net Share Amount:	For any Settlement Date, a number of Shares, as calculated by the Calculation Agent, equal to the product of (i) the number of Warrants being exercised or deemed exercised on the Exercise Date corresponding to such Settlement Date, (ii) the excess, if any, of the Reference Price for the Valuation Date corresponding to such Settlement Date over the Strike Price for the relevant Transaction and (iii) the Warrant Entitlement (such product, the "Net Share Settlement Amount"), *divided by* such Reference Price.
Cash Settlement:	If Cash Settlement is applicable, on the relevant Settlement Date, Seller shall pay to Dealer an amount of cash in USD equal to the Net Share Settlement Amount for such Settlement Date.
Settlement Currency:	USD
Representation and Agreement:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement were applicable to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Issuer is the issuer of the Shares.
Maximum Delivery Amount:	As set forth in the Confirmation for such Transaction

6. Dividends:

In respect of any Component:

Dividend Adjustments:	Issuer agrees to notify Buyer promptly of the announcement of an ex-dividend date of any cash dividend by the Issuer. If an ex-dividend date with respect to such a cash dividend occurs at any time from but excluding the Trade Date for the

Transaction that includes such Component to and including the Expiration Date for such Component, then in addition to any adjustments as provided under "Share Adjustments" below, the Calculation Agent shall make such adjustments to the Strike Price, Number of Warrants and/or Number of Warrants per Component for such Transaction as it deems appropriate to preserve for the parties the intended economic benefits of such Transaction.

The Calculation Agent shall provide prompt notice of any such adjustments, including a schedule or other reasonably detailed explanation of the basis for and determination of each adjustment.

7. <u>Share Adjustments</u>:

Method of Adjustment:	Calculation Agent Adjustment. For purposes hereof, the definition of "Potential Adjustment Event" shall not include clause (iv) thereof.

8. <u>Extraordinary Events</u>:

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for Other:	Cancellation and Payment (Calculation Agent Determination)
(c) Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination)
Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment; provided, however, that if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Definitions and an Additional Termination Event under Section 12(f) of this Master Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Definitions or Section 12(f) of this Master Confirmation will apply.
New Shares:	In the definition of New Shares in Section 12.1(i) of the Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".

Modified Calculation Agent Adjustment:	If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies to any Transaction, the adjustments to be made in accordance with Section 12.2(e)(i) of the Definitions would result in the Issuer being different from the issuer of the Shares, then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Definitions, Issuer and the issuer of the Shares shall, prior to the Merger Date, have entered into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer to continue as a party to such Transaction, as adjusted under Section 12.2(e)(i) of the Definitions, and to preserve its hedging or hedge unwind activities in connection with such Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (based on commercially reasonable interpretations of such legal, regulatory or self-regulatory requirements applicable to Dealer), and if such conditions are not met or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Definitions will produce a commercially reasonable result, then the consequences set forth in Section 12.2(e)(ii) of the Definitions shall apply.
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

9. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “the

	formal or informal interpretation" and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; provided that: (i) Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms and other terms." (ii) Section 12.9(b)(iii) of the Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	150 basis points
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	25 basis points
Hedging Party:	For all applicable Additional Disruption Events, Buyer
Determining Party:	For all applicable Extraordinary Events, Buyer

10. <u>Acknowledgements</u>:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

11. <u>Representations, Warranties and Agreements</u>:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act; and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Issuer hereby represents and warrants to, and agrees with, Buyer on the Trade Date of each Transaction that:

(i) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(ii) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(iii) it is not, on the date hereof, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(iv) RESERVED

(v) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(vi) RESERVED

(vii) for such Transaction, it shall maintain a number of authorized but unissued Shares that are free from preemptive rights that at all times equals or exceeds the sum of (x) the Maximum Delivery Amount for such Transaction, *plus* (y) the aggregate number of Shares expressly reserved for any other use (including, without limitation, Shares reserved for issuance upon the exercise of options or convertible debt), whether expressed as caps or as numbers of Shares reserved or otherwise;

(viii) the Shares issuable upon exercise of all Warrants (the "Warrant Shares") have been duly authorized and, when delivered pursuant to the terms of such Transaction, shall be validly issued, fully-paid and non-assessable, and such issuance of the Warrant Shares shall not be subject to any preemptive or similar rights;

(ix) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(x) without limiting the generality of Section 13.1 of the Definitions, Issuer acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xi) prior to the Trade Date of such Transaction, Issuer shall deliver to Dealer a resolution of Issuer's board of directors or a duly authorized committee thereof authorizing such Transaction;

(xii) on the Trade Date and the Premium Payment Date of such Transaction (A) the assets of Issuer at their fair valuation exceed the liabilities of Issuer, including contingent liabilities, (B) the capital of Issuer is adequate to conduct the business of Issuer and (C) Issuer has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature;

(xiii) if Cash Settlement is applicable, during the period starting on the first Expiration Date and ending on the last Expiration Date (the "Settlement Period") of such Transaction, (A) the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Issuer shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following such Settlement Period;

(xiv) if Cash Settlement is applicable, during the Settlement Period or such Transaction, neither Issuer nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(xv) if Cash Settlement is applicable, Issuer (A) will not during the Settlement Period of such Transaction make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (I) Issuer's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (II) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date; such written notice shall be deemed to be a certification by Issuer to Dealer that such information is true and correct; in addition, Issuer shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders; "Merger Transaction" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(xvi) Issuer is not on the Trade Date of such Transaction engaged in and will not, during the period starting on the Trade Date of such Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement dated as of October 18, 2011 between Issuer and Goldman, Sachs & Co., as Initial Purchaser relating to the 1.875% Convertible Senior Notes due 2016; and

(xvii) Issuer shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of each Transaction and reasonably acceptable to Bank in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and Section 11(b)(viii) hereof with respect to such Transaction.

12. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the Agreement.

(b) Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 12(g) below, Issuer owes Buyer any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (an "Issuer Payment Obligation"), Issuer shall have the right, in its sole discretion, to satisfy any such Issuer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Buyer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization, Insolvency or Delisting), the Early Termination Date or the date of cancellation or termination, as applicable ("Notice of Issuer Termination Delivery"); provided that (i) if Issuer does not validly so elect to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, Buyer shall have the right, in its sole discretion, to require Issuer to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Issuer's failure to elect or election to the contrary, (ii) Issuer shall not have the right to so elect (but, for the avoidance of doubt, Buyer shall have the right to so elect) in the event of (1) an Extraordinary Event, in each case, in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (2) an Event of Default in which Issuer is the Defaulting Party or a Termination Event in which Issuer is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Issuer's control and (iii) Issuer shall not have the right, notwithstanding any notice to the contrary, to satisfy its Issuer Payment Obligation by Termination Delivery Units unless on the date of any such notice, Issuer represents to Buyer that, as of such date, it is not in possession of any material non-public information with respect to itself or the Shares. Within a commercially reasonable period of time following receipt of a Notice of Issuer Termination Delivery or notice by Buyer to Issuer, as the case may be, Issuer shall deliver to Buyer a number of Termination Delivery Units having a cash value equal to the amount of such Issuer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such payment obligation, and the date of such delivery, the "Termination Payment Date"). In addition, if, in the reasonable opinion of counsel to Issuer or Buyer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph (b) would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act, then Buyer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) have the provisions set forth in paragraph (c) below apply. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units."

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Issuer provides irrevocable written notice to the Calculation Agent on or prior to the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization or Insolvency), or the date of such Termination Event, Event of Default or an Additional Disruption Event, as the case may be, that it elects to deliver cash, New Shares or a combination thereof (in such proportion as Issuer designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(c) Registration/Private Placement Procedures. (i) With respect to each Transaction, the following provisions shall apply to the extent provided for above opposite the caption "Net Share Settlement" in Section 5 or in paragraph (b) of this Section 12. If so applicable, then, at the election of Issuer by notice to Buyer within one Exchange Business Day after the relevant delivery obligation arises, but in any event at least one Exchange Business Day prior to the date on which such delivery obligation is due (if Issuer does not make an election by such date, Issuer shall be deemed to have made the election described in clause (B) below), either (A) all Shares or Termination Delivery Units, as the case may be, delivered by Issuer to Buyer shall be, at the time of such delivery, covered by an effective registration statement of Issuer for immediate resale by Buyer (such registration statement and the corresponding prospectus (the "Prospectus") (including, without limitation, any sections describing the plan of distribution) in form and content commercially reasonably satisfactory to Buyer) or (B) Issuer shall deliver additional Shares or Termination Delivery Units, as the case may be, so that the value of such Shares or Termination Delivery Units, as determined by the Calculation Agent to reflect an appropriate liquidity discount, equals the value of the number of Shares or Termination Delivery Units that would otherwise be deliverable if such Shares or Termination Delivery Units were freely tradeable (without prospectus delivery) upon receipt by Buyer (such value, the "Freely Tradeable Value"). (For the avoidance of doubt, as used in this paragraph (c) only, the term "Issuer" shall mean the issuer of the relevant securities, as the context shall require.)

(ii) If Issuer makes the election described in clause (c)(i)(A) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) shall be afforded a reasonable opportunity to conduct a due diligence investigation with respect to Issuer that is customary in scope for underwritten offerings of equity securities and that yields results that are commercially reasonably satisfactory to Buyer or such Affiliate, as the case may be, in its discretion; and

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Registration Agreement") on commercially reasonable terms in connection with the public resale of such Shares or Termination Delivery Units, as the case may be, by Buyer or such Affiliate substantially similar to underwriting agreements customary for underwritten offerings of equity securities, in form and substance commercially reasonably satisfactory to Buyer or such Affiliate and Issuer, which Registration Agreement shall include, without limitation, provisions substantially similar to those contained in such underwriting agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all registration costs and all fees and expenses of counsel for Buyer, and shall provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

(iii) If Issuer makes the election described in clause (c)(i)(B) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) and any potential institutional purchaser of any such Shares or Termination Delivery Units, as the case may be, from Buyer or such Affiliate identified by Buyer shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation in compliance with applicable law with respect to Issuer customary in scope for private placements of equity securities (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them), subject to execution by such recipients of customary confidentiality agreements reasonably acceptable to Issuer;

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Private Placement Agreement") on commercially reasonable terms in connection with the private placement of such Shares or Termination Delivery Units, as the case may be, by Issuer to Buyer or such Affiliate and the private resale of such shares by Buyer or such Affiliate, substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance commercially reasonably satisfactory to Buyer and Issuer, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all fees and expenses of counsel for Buyer, shall contain representations, warranties and agreements of Issuer reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales, and shall use best efforts to provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the offering memorandum prepared for the resale of such Shares;

(C) Issuer agrees that any Shares or Termination Delivery Units so delivered to Buyer, (i) may be transferred by and among Buyer and its affiliates, and Issuer shall effect such transfer without any further action by Buyer and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed with respect to such Shares or any securities issued by Issuer comprising such Termination Delivery Units, Issuer shall promptly remove, or cause the transfer agent for such Shares or securities to remove, any legends referring to any such restrictions or requirements from such Shares or securities upon delivery by Buyer (or such affiliate of Buyer) to Issuer or such transfer agent of seller's and broker's representation letters customarily delivered by Buyer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Buyer (or such affiliate of Buyer); and

(D) Issuer shall not take, or cause to be taken, any action that would make unavailable either the exemption pursuant to Section 4(2) of the Securities Act for the sale by Issuer to Dealer (or any affiliate designated by Dealer) of the Shares or Termination Delivery Units, as the case may be, or the exemption pursuant to Section 4(1) or Section 4(3) of the Securities Act for resales of the Shares or Termination Delivery Units, as the case may be, by Dealer (or any such affiliate of Dealer).

(d) Make-whole Shares. If (x) Issuer elects to deliver Termination Delivery Units pursuant to "Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events" above or (y) Issuer makes the election described in clause (i)(B) of paragraph (c) of this Section 12, then in either case Buyer or its affiliate may sell (which sale shall be made in a commercially reasonable manner) such Shares or Termination Delivery Units, as the case may be, during a period (the "Resale Period") commencing on the Exchange Business Day following delivery of such Shares or Termination Delivery Units, as the case may be, and ending on

the Exchange Business Day on which Buyer completes the sale of all such Shares or Termination Delivery Units, as the case may be, or a sufficient number of Shares or Termination Delivery Units, as the case may be, so that the realized net proceeds of such sales exceed the amount of the Issuer Payment Obligation (in the case of clause (x), or in the case that both clause (x) and clause (y) apply) or the Freely Tradeable Value (in the case that only clause (y) applies) (such amount of the Issuer Payment Obligation or Freely Tradeable Value, as the case may be, the "Required Proceeds"). If any of such delivered Shares or Termination Delivery Units remain after such realized net proceeds exceed the Required Proceeds, Buyer shall return such remaining Shares or Termination Delivery Units to Issuer. If the Required Proceeds exceed the realized net proceeds from such resale, Issuer shall transfer to Buyer by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period the amount of such excess (the "Additional Amount") in cash or in a number of additional Shares or Termination Delivery Units ("Make-whole Shares") in an amount that, based on the Relevant Price on the last day of the Resale Period (as if such day was the "Valuation Date" for purposes of computing such Relevant Price), has a dollar value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares in the manner contemplated by this Section 12(d). This provision shall be applied successively until the Additional Amount is equal to zero, subject to Section 12(e).

(e) Limitations on Settlement by Issuer. Notwithstanding anything herein or in the Agreement to the contrary, in no event shall Issuer be required to deliver Shares in connection with any Transaction in excess of the Maximum Delivery Amount for such Transaction. Issuer represents and warrants (which shall be deemed to be repeated on each day that any Transaction is outstanding) that the Maximum Delivery Amount for all Transactions hereunder is equal to or less than the number of authorized but unissued Shares of the Issuer that are not reserved for future issuance in connection with transactions in the Shares (other than all Transactions hereunder) on the date of the determination of the Maximum Delivery Amount for all Transactions hereunder (such Shares, the "Available Shares"). In the event Issuer shall not have delivered the full number of Shares otherwise deliverable under any Transaction as a result of this Section 12(e) (the resulting deficit, the "Deficit Shares"), Issuer shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Issuer or any of its subsidiaries after the Trade Date for the relevant Transaction (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Issuer additionally authorizes any unissued Shares that are not reserved for other transactions. Issuer shall immediately notify Buyer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver such Shares thereafter.

(f) Certain Corporate Transactions. Upon the consummation of any of the following events, Buyer shall have the right to designate such event an Additional Termination Event with respect to one or more of the Transactions and designate an Early Termination Date pursuant to Section 6(b) of the Agreement with respect to which the designated Transaction(s) shall be the sole Affected Transaction(s) and Issuer shall be the sole Affected Party:

(1) any person or group within the meaning of Section 13(d) of the Exchange Act other than the Issuer or its subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Issuer's common equity representing more than 50% of the voting power of the Issuer's common equity, unless (x) such filing occurs in connection with a transaction in which the Shares are replaced by the securities of another entity (including a parent entity) and (y) no such filing is made or is in effect with respect to common equity representing more than 50% of the voting power of such other entity;

(2) consummation of any binding share exchange, exchange offer, tender offer, consolidation or merger of the Issuer pursuant to which all or substantially all of the Shares will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of related transactions of all or

substantially all of the consolidated assets of the Issuer and the Issuer's subsidiaries, taken as a whole, to any person other than one or more of the Issuer's subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to in this clause (2) as an "Event"), excluding any such Event where the holders of more than 50% of the Shares immediately prior to such Event, own, directly or indirectly, more than 50% of all classes of common equity of the continuing or surviving person or transferee or the parent thereof immediately after such Event;

(3) the Issuer's stockholders approve any plan or proposal for the Issuer's liquidation or dissolution;

(4) the Shares cease to be listed on at least one U.S. national securities exchange; or

(5) a default or defaults under any bonds, debentures, notes or other evidences of indebtedness having, individually or in the aggregate, a principal or similar amount outstanding of at least $300 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $300 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be.

Notwithstanding the foregoing, no transaction or event described in clause (1) through (4) above will permit the Buyer to designate an Additional Termination Event if (a) at least 90% of the consideration, excluding cash payments for fractional Shares, in such transaction or event consists of shares of common stock that are traded on a U.S. national securities exchange or that will be so traded when issued or exchanged in connection with the relevant transaction or event (such securities, "Publicly Traded Securities") and (b) as a result of such transaction or event the Shares are adjusted to consist of such Publicly Traded Securities.

(g) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Issuer, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(h) Status of Claims in Bankruptcy. Buyer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Buyer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Issuer; provided that nothing herein shall limit or shall be deemed to limit Buyer's right to pursue remedies in the event of a breach by Issuer of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Buyer's rights in respect of any transactions other than the Transactions.

(i) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Issuer under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, then the obligations of Issuer hereunder shall not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(j) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Buyer to purchase, sell, receive or deliver any shares or other securities to or from Issuer, Buyer may designate any of its affiliates to purchase, sell, receive or deliver such

shares or other securities and otherwise to perform Buyer's obligations in respect of this Transaction and any such designee may assume such obligations. Buyer shall be discharged of its obligations to Issuer to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Issuer's monetary damages and Issuer hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(k) RESERVED

(l) Limit on Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement or this Master Confirmation, in no event shall Buyer be entitled to receive, or shall be deemed to receive, any Shares if, immediately upon giving effect to such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Buyer or any affiliate of Buyer subject to aggregation with Buyer under such Section 13 and rules or any "group", as such term is used in such Section 13 and rules, of which Buyer or any such affiliate of Buyer is a member or may be deemed to be a member (collectively, "Buyer Group") would be equal to or greater than the lesser of (A) 4.9% of the outstanding Shares or (B) 4,381,384 Shares or (ii) Buyer, Buyer Group or any person whose ownership position would be aggregated with that of Buyer or Buyer Group (Buyer, Buyer Group or any such person, a "Buyer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Buyer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 2% of the number of Shares outstanding on the date of determination (either such condition described in clause (i) or (ii), an "Excess Ownership Position"). If any delivery owed to Buyer hereunder is not made, in whole or in part, as a result of this provision, Issuer's obligation to make such delivery shall not be extinguished and Issuer shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Buyer gives notice to Issuer that such delivery would not result in the existence of an Excess Ownership Position.

(m) Transfer. Notwithstanding any provision of the Agreement to the contrary, Buyer may, subject to applicable law, transfer and assign all of its right and obligations under any Transaction to any third party that is a financial institution that regularly enters into OTC derivatives without the consent of Seller. At any time at which the Equity Percentage exceeds 14.5%, if Dealer, in its discretion after using its commercially reasonable efforts is unable to effect such a transfer or assignment on pricing and other terms reasonably acceptable to Dealer and within a time period reasonably acceptable to Dealer such that the Equity Percentage is equal to or less than 14.5%, Dealer may designate any Exchange Business Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of this Transaction, such that the Equity Percentage following such partial termination will be equal to or less than 14.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement and Section 12(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Warrants equal to the Terminated Portion, (ii) Issuer shall be the sole Affected Party with respect to such partial termination and (iii) such Transaction shall be the only Terminated Transaction.

(n) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(o) Waiver of Trial by Jury. EACH OF ISSUER AND BUYER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON

BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY TRANSACTION HEREUNDER OR THE ACTIONS OF BUYER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(p) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(q) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(r) Additional Termination Event. If at any time Buyer reasonably determines in good faith based on the advice of counsel that it is advisable to terminate a portion of the Transaction so that Buyer's related hedging activities will comply with applicable securities laws, rules or regulations or related policies and procedures of Buyer (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Buyer in order that its hedging activities will comply with such laws, rules or regulations), an Additional Termination Event shall occur in respect of which (1) Issuer shall be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date.

(s) Effectiveness. If, prior to the Effective Date for any Transaction, Buyer reasonably determines that it is advisable to cancel such Transaction because of concerns that Buyer's related hedging activities could be viewed as not complying with applicable securities laws, rules or regulations, such Transaction shall be cancelled and shall not become effective, and neither party shall have any obligation to the other party in respect of such Transaction.

(t) Right to Extend. Buyer may postpone, in whole or in part, any Expiration Date or any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Number of Warrants with respect to one or more Components) if Buyer determines, in its commercially reasonable judgment, that such extension is reasonably necessary or appropriate (x) to preserve Buyer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Buyer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Buyer were Issuer or an

affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Buyer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(u) Amendments to the Equity Definitions:

(A) Section 11.2(a) of the Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with the word "a material"; and adding the phrase "or Warrants" at the end of the sentence.

(B) Section 11.2(c) of the Definitions is hereby amended by (x) replacing the words "a diluting or concentrative" with "a material", (y) adding the phrase "or Warrants" after the words "the relevant Shares" in the same sentence and (z) deleting the phrase "(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)".

(C) Section 11.2(e)(vii) of the Definitions is hereby amended by deleting the words "that may have a diluting or concentrative" and replacing them with "that is the result of a corporate event involving the Company and that may have a material" and adding the phrase "or Warrants (it being understood, for the avoidance of doubt, that financial results, the results of clinical trials, decisions by the Food and Drug Administration or the announcement of any of the foregoing shall not constitute a "corporate event" within the meaning of this Section 11.2(e)(vii))" at the end of the sentence.

(D) RESERVED

(E) Section 12.9(b)(iv) of the Definitions is hereby amended by:

(x) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and

(y) deleting the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares in the amount of the Hedging Shares or" in the penultimate sentence.

(F) Section 12.9(b)(v) of the Definitions is hereby amended by:

(x) adding the word "or" immediately before subsection "(B)" and deleting the comma at the end of subsection (A);

(y) (1) deleting subsection (C) in its entirety, (2) deleting the word "or" immediately preceding subsection (C) and (3) deleting the penultimate sentence in its entirety and replacing it with the sentence "The Hedging Party will determine the Cancellation Amount payable by one party to the other."; and

(z) deleting subsection (X) in its entirety and the words "or (Y)" immediately following subsection (X).

(v) Strike Price Floor. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation, any Confirmation or the Definitions, in no event shall the Strike Price be subject to adjustment to the extent that, after giving effect to such adjustment, the Strike Price would be less than USD 64.63, except for any adjustment pursuant to the terms of this Master Confirmation and the Equity Definitions in connection with stock splits or similar changes to Issuer's capitalization.

13. Addresses for Notice:

If to Dealer: Citibank, N.A.
390 Greenwich Street
New York, NY 10013
Attention: Equity Derivatives
Facsimile: (212) 723-8328
Telephone: (212) 723-7357

with a copy to: Citibank, N.A.
250 West Street, 10th Floor
New York, NY 10013
Attention: GCIB Legal Group—Derivatives
Facsimile: (212) 816-7772
Telephone: (212) 816-2211

If to Issuer: Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707
Telephone: (914) 345-7400

14. Accounts for Payment:

To Dealer: Citibank, N.A.
ABA #021000089
DDA 00167679
Ref: Equity Derivatives

To Issuer: JPMorgan Chase
ABA No.: 021000021
Account No.: 6701772200
Swift Code: CHASEUS33
Address: JP Morgan Chase Bank, N.A.
106 Corporate Park Drive
Floor 2
White Plains, NY 10604
Benefit of: Regeneron Pharmaceuticals, Inc.
Bank Contact: Elanor Barreto
Phone: (914) 993-2241

15. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Issuer: To be advised.

Issuer hereby agrees (a) to check this Master Confirmation promptly upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Master Confirmation relates, by manually signing this Master Confirmation and providing any other information requested herein and immediately returning an executed copy to Confirmation Unit via 212-615-8985. Hard copies should be returned to Citibank, N.A., 333 West 34th Street, 2nd Floor, New York, New York 10001, Attention: Confirmation Unit.

Yours sincerely,

Citibank, N.A.

By: /s/ Herman Hirsch
Name: Herman Hirsch
Title: Authorized Representative

Confirmed as of the
date first above written:

Regeneron Pharmaceuticals, Inc.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Master Confirm]

EXHIBIT A
FORM OF WARRANT

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Issuer")

Telefax No.: (914) 593-1506

From: Citibank, N.A. ("Dealer")

Telefax No.: (212) 816-7772

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Warrants Issued by Regeneron Pharmaceuticals, Inc., between Dealer and Issuer, dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation").

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	October 21, 2011
Strike Price:	103.41
Premium:	USD23,450,000.00
Premium Payment Date:	October 21, 2011
Maximum Delivery Amount:	2,380,414

For each Component of the Transaction, the Number of Warrants and Expiration Date are as set forth below.

Component Number	Number of Warrants	Expiration Date
1.	14877	January 3, 2017
2.	14877	January 4, 2017
3.	14877	January 5, 2017
4.	14877	January 6, 2017
5.	14877	January 9, 2017
6.	14877	January 10, 2017
7.	14877	January 11, 2017
8.	14877	January 12, 2017
9.	14877	January 13, 2017
10.	14877	January 17, 2017
11.	14877	January 18, 2017
12.	14877	January 19, 2017
13.	14877	January 20, 2017
14.	14877	January 23, 2017
15.	14877	January 24, 2017
16.	14877	January 25, 2017
17.	14877	January 26, 2017
18.	14877	January 27, 2017
19.	14877	January 30, 2017
20.	14877	January 31, 2017
21.	14877	February 1, 2017
22.	14877	February 2, 2017
23.	14877	February 3, 2017
24.	14877	February 6, 2017
25.	14877	February 7, 2017
26.	14877	February 8, 2017
27.	14877	February 9, 2017
28.	14877	February 10, 2017
29.	14877	February 13, 2017
30.	14877	February 14, 2017
31.	14878	February 15, 2017
32.	14878	February 16, 2017
33.	14878	February 17, 2017
34.	14878	February 21, 2017
35.	14878	February 22, 2017
36.	14878	February 23, 2017
37.	14878	February 24, 2017
38.	14878	February 27, 2017
39.	14878	February 28, 2017
40.	14878	March 1, 2017
41.	14878	March 2, 2017
42.	14878	March 3, 2017
43.	14878	March 6, 2017
44.	14878	March 7, 2017
45.	14878	March 8, 2017
46.	14878	March 9, 2017
47.	14878	March 10, 2017
48.	14878	March 13, 2017
49.	14878	March 14, 2017
50.	14878	March 15, 2017
51.	14878	March 16, 2017

52.	14878	March 17, 2017
53.	14878	March 20, 2017
54.	14878	March 21, 2017
55.	14878	March 22, 2017
56.	14878	March 23, 2017
57.	14878	March 24, 2017
58.	14878	March 27, 2017
59.	14878	March 28, 2017
60.	14878	March 29, 2017
61.	14878	March 30, 2017
62.	14878	March 31, 2017
63.	14878	April 3, 2017
64.	14878	April 4, 2017
65.	14878	April 5, 2017
66.	14878	April 6, 2017
67.	14878	April 7, 2017
68.	14878	April 10, 2017
69.	14878	April 11, 2017
70.	14878	April 12, 2017
71.	14878	April 13, 2017
72.	14878	April 17, 2017
73.	14878	April 18, 2017
74.	14878	April 19, 2017
75.	14878	April 20, 2017
76.	14878	April 21, 2017
77.	14878	April 24, 2017
78.	14878	April 25, 2017
79.	14878	April 26, 2017
80.	14878	April 27, 2017

3. Issuer hereby agrees (a) to check this Confirmation promptly upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing correctly sets forth the terms of the agreement between us with respect to the particular Transaction to which this Confirmation relates, by manually signing this Confirmation and providing any other information requested herein or in the Master Confirmation and immediately returning an executed copy to Confirmation Unit via 212-615-8985. Hard copies should be returned to Citibank, N.A., 333 West 34th Street, 2nd Floor, New York, New York 10001, Attention: Confirmation Unit.

Yours sincerely,

Citibank, N.A.

By: /s/ Herman Hirsch
Name: Herman Hirsch
Title: Authorized Representative

Confirmed as of the
date first above written:

Regeneron Pharmaceuticals, Inc.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Confirm]

Exhibit 10.5

Execution Version

MASTER TERMS AND CONDITIONS FOR CONVERTIBLE BOND HEDGING TRANSACTIONS
BETWEEN CREDIT SUISSE INTERNATIONAL AND REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Base Convertible Bond Hedging Transactions (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for convertible bond hedging transactions to be entered into between Credit Suisse International ("Dealer"), represented by Credit Suisse AG, New York Branch ("Agent") and Regeneron Pharmaceuticals, Inc. ("Counterparty"). Each such transaction (a "Transaction") entered into between Dealer and Counterparty that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Counterparty and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first" and (ii) the election of United States dollars as the Termination Currency) between Dealer and Counterparty, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Unit shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Counterparty or any confirmation or other agreement between Dealer and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Counterparty are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Counterparty and Dealer with respect to such Transaction.

Each Transaction to which a Confirmation relates is a Convertible Bond Hedging Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions (and references herein to "Units" shall be deemed to be references to "Options" for purposes of the Definitions), and shall have the following terms:

Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Option Type:	Call
Option Style:	Modified American (as described below)
Seller:	Dealer
Buyer:	Counterparty
Shares:	The Common Stock of Counterparty, par value USD0.001 per share (Ticker Symbol: "REGN").
Convertible Notes:	As set forth in the Confirmation for such Transaction
Indenture:	As set forth in the Confirmation for such Transaction
Number of Units:	As set forth in the Confirmation for such Transaction.
Unit Entitlement:	As set forth in the Confirmation for such Transaction
Strike Price:	As set forth in the Confirmation for such Transaction
Applicable Percentage:	As set forth in the Confirmation for such Transaction
Number of Shares:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchange:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with

respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Counterparty shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Counterparty in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. <u>Procedure for Exercise</u>:

Exercise Dates:	Each Conversion Date.
Conversion Date:	Each "Conversion Date", as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights".
Required Exercise on Conversion Dates:	On each Conversion Date, a number of Units equal to the number of Convertible Notes in denominations of USD1,000 principal amount satisfying all of the requirements for conversion on such Conversion Date in accordance with the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Procedures" shall be automatically exercised, subject to "Notice of Exercise" below.
Expiration Date:	As set forth in the Confirmation for such Transaction
Multiple Exercise:	Applicable, as provided above under "Required Exercise on Conversion Dates".
Minimum Number of Units:	Zero
Maximum Number of Units:	Number of Units
Integral Multiple:	Not Applicable

Automatic Exercise:	As provided above under “Required Exercise on Conversion Dates”.
Notice of Exercise:	Notwithstanding anything to the contrary in the Definitions, Dealer shall have no obligation to make any payment or delivery in respect of any exercise of Units hereunder unless Counterparty notifies Seller in writing prior to 3:00 PM, New York City time, on the Scheduled Trading Day immediately preceding the first “Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) of the “Cash Settlement Averaging Period”, as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”, relating to the Convertible Notes converted on the Conversion Date relating to the relevant Exercise Date (the “Notice Deadline”) of (i) the number of Units being exercised on such Exercise Date, (ii) if applicable, the scheduled commencement date of the “Cash Settlement Averaging Period” for the Convertible Notes converted on the Conversion Date corresponding to such Exercise Date, (iii) whether Counterparty will satisfy its conversion obligation with respect to such Convertible Notes solely in cash (“Cash Settlement”), through delivery of a combination of cash and Shares (“Combination Settlement”) or solely in Shares (“Physical Settlement”; each of Cash Settlement, Combination Settlement and Physical Settlement, a “Settlement Method”) and (iv) in the case of Combination Settlement, the applicable “Specified Dollar Amount” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”), if other than $1,000; provided that if the Conversion Date for such Unit occurs on of after June 1, 2016 (the “Final Averaging Period Date”), the notice need not contain the information described in clause (ii) above, the Company may provide Dealer with a single notice with respect to the information described in clause (i) above, and the Notice Deadline with respect to (x) the information described in clause (i) above shall be 3:00 p.m, New York City time, on the “Scheduled Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) immediately preceding the Expiration Date and (y) the information described in clauses (iii) and (iv) above shall be 3:00 p.m., New York City time on the Scheduled Trading Day prior to the Final Averaging Period Date; provided further that, notwithstanding the foregoing (except in the case of a “Cash Settlement Averaging Period” that commences on or after the Final Averaging Period Date), such notice shall be effective even if given after the Notice Deadline so long as such notice is given prior to 3:00 p.m., New York City time, on the fifth Exchange Business Day of such “Cash Settlement Averaging Period”, in which event the

Calculation Agent shall have the right to adjust the Delivery Obligation as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of its not having received such notice prior to the Notice Deadline.

Notwithstanding anything to the contrary herein, in the Indenture or the Notice of Exercise, for purposes of the Transactions hereunder, with respect to any Conversion Date, Seller's Delivery Obligation shall be calculated by the Calculation Agent as if Counterparty had elected Combination Settlement with a "Specified Dollar Amount" for the Convertible Notes equal to $1,000 pursuant to clause (iii) above, unless Counterparty provides timely notice of the applicable Settlement Method in its Notice of Exercise as set forth above. If such Notice of Exercise specifies a Settlement Method other than Combination Settlement with a "Specified Dollar Amount" under the Indenture of $1,000, Counterparty shall be deemed to have represented to Dealer that, as of the date of its election of a Settlement Method, it is not in possession of any material non-public information with respect to itself or the Shares.

5. Settlement Terms:

Settlement Date:	In respect of an Exercise Date occurring on a Conversion Date, the settlement date for the Shares and/or cash to be delivered under the Convertible Notes converted on such Conversion Date under the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion"); provided that the Settlement Date will not be prior to the date one Settlement Cycle following the final day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to such Conversion Date.
Delivery Obligation:	In lieu of the obligations set forth in Sections 8.1 and 9.1 of the Definitions, and subject to "Notice of Exercise" above, with respect to each Unit exercised on a Conversion Date, Seller will deliver to Counterparty on the related Settlement Date, (i) if Cash Settlement or Combination Settlement with a "Specified Dollar Amount" of USD 1,000 or more applies to such Conversion Date pursuant to the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights"), the product of the Applicable Percentage and a number of Shares and/or an amount in cash in USD equal to the number of Shares and/or amount of cash in USD in excess of USD 1,000 that Counterparty is obligated to deliver to the holder of USD 1,000 principal amount of such Convertible Notes pursuant to the Settlement Provision of the Indenture (as

defined in the Confirmation) or (ii) if Physical Settlement or Combination Settlement with a "Specified Dollar Amount" of less than USD 1,000 applies to such Conversion Date pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion", the product of the Applicable Percentage and a number of Shares equal to the number of Shares that Counterparty would have been obligated to deliver to the holder of USD 1,000 principal amount of Convertible Notes converted on such Conversion Date pursuant to the Settlement Provision of the Indenture, as determined by the Calculation Agent, except that for all purposes hereunder (a) Combination Settlement shall be deemed to apply to such Convertible Notes (notwithstanding the provisions of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with a "Specified Dollar Amount" of USD 1,000, (b) each reference to "forty" in the definitions of "Cash Settlement Averaging Period", "Daily Conversion Value", "Daily Measurement Value" and "Daily Settlement Amount" under the Indenture (each as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") and the Settlement Provision of the Indenture shall be deemed replaced with "eighty", (c) the reference to "one-fortieth (1/40th)" in the definition of "Daily Conversion Value" shall be deemed replaced with "one-eightieth (1/80th)" and (d) the reference to "the 42nd Scheduled Trading Day" in the definition of "Cash Settlement Averaging Period" shall be deemed replaced with "the 82nd Scheduled Trading Day";

provided that, in the case of clause (i) or (ii) above, in no event shall the sum of (A) the amount of cash, if any, paid by Dealer upon exercise of any Unit and (B) the number of Shares delivered upon exercise of such Unit *multiplied by* the Applicable Limit Price on the Settlement Date for such Unit; and

provided further that, in the case of clause (i) or (ii) above, the Delivery Obligation shall be determined excluding any Shares (or cash) that Counterparty is obligated to deliver to holder(s) of the Convertible Notes as a result of any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture (as defined in the Confirmation).

Notwithstanding the foregoing, if any exercise hereunder relates to a conversion of Convertible Notes in connection with which holders thereof are entitled to receive additional Shares and/or cash pursuant to the adjustments to the Conversion Rate set forth in the Make-whole Provision of the Indenture (as defined in the Confirmation), then the Delivery Obligation shall include such additional Shares and/or cash (subject to the deemed application of Combination Settlement

as set forth in clause (ii) above), except that the Delivery Obligation shall be capped so that the value of the Delivery Obligation (with the value of any such additional Shares included in the Delivery Obligation determined by the Calculation Agent using the "Daily VWAP" on the last day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date) does not exceed the amount as determined by the Calculation Agent that would be payable by Dealer pursuant to Section 6 of the Agreement if such Conversion Date were an Early Termination Date resulting from an Additional Termination Event with respect to which the Transaction (except that, for purposes of determining such amount, (x) the Number of Units shall be deemed to be equal to the number of Units exercised on such Exercise Date and (y) such amount payable pursuant to Section 6 of the Agreement will be determined as if the Make-whole Provision of the Indenture were deleted but will, for the avoidance of doubt, take into account the time value of the Transaction assuming an Expiration Date on the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General"), without regard to any requirement for the occurrence of a Conversion Date or delivery of a Notice of Exercise or Notice of Delivery Obligation) was the sole Affected Transaction and Counterparty was the sole Affected Party (determined without regard to Section 11(b) of this Master Confirmation).

Dealer will deliver cash in lieu of any fractional Shares to be delivered valued at the "Daily VWAP" for the last "Trading Day" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date.

For the avoidance of doubt, if the sum of the "Daily Conversion Values" for all "Trading Days" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date is less than or equal to USD1,000, Seller will have no delivery obligation hereunder in respect of such Conversion Date.

For the further avoidance of doubt, Dealer will have no delivery obligation hereunder in respect of any "Distributed Property" delivered by Counterparty to the holders of Convertible Notes pursuant to the Conversion Rate Adjustment Fallback Provision.

Applicable Limit:

For any Unit, an amount of cash equal to the Applicable Percentage *multiplied by* the excess of (i) the aggregate of (A) the amount of cash, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note and (B) the number of Shares, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note *multiplied by* the Applicable Limit Price on the settlement date for the cash and/or Shares delivered upon conversion of the related Convertible Note over (ii) USD 1,000.

Applicable Limit Price:	On any day, the opening price as displayed under the heading "Op" on Bloomberg page REGN.Q <equity> (or any successor thereto).
Excluded Provisions:	As set forth in the Confirmation for such Transaction.
Make-whole Provision:	As set forth in the Confirmation for such Transaction.
Notice of Delivery Obligation:	No later than the Scheduled Trading Day immediately following the last day of the "Cash Settlement Averaging Period", Counterparty shall give Seller notice of the final number of Shares and/or amount of cash (the "Convertible Obligation") it is required to deliver under the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with respect to the relevant Conversion Date; provided that, with respect to any Exercise Date occurring on or after the Final Averaging Period Date, Counterparty may provide Dealer with a single notice of the aggregate number of Shares and/or the amount of cash comprising the Convertible Obligation for all Exercise Dates occurring on or after such Scheduled Trading Day (it being understood, for the avoidance of doubt, that the requirement of Counterparty to deliver such notice shall not limit Counterparty's obligations with respect to Notice of Exercise, as set forth above, in any way).
Other Applicable Provisions:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement applied to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Buyer is the issuer of the Shares. In addition, notwithstanding anything to the contrary in the Definitions, Seller may, in whole or in part, deliver Shares in certificated form representing the Delivery Obligation to Counterparty in lieu of delivery through the Clearance System.

6. Adjustments:

Method of Adjustment:	Notwithstanding Section 11.2 of the Definitions, upon the occurrence of any event or condition set forth in the Dilution Provision of the Indenture (as defined in the Confirmation), the Calculation Agent shall make the corresponding adjustment in respect of any one or more of the Strike Price, Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of such Transaction, to the extent an analogous adjustment is made under the Indenture. For the avoidance of doubt, in no event

shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Rate" pursuant to the Excluded Provisions of the Indenture.

7. Extraordinary Events:

Merger Events: Notwithstanding Section 12.1(b) of the Definitions, a "Merger Event" means the occurrence of any event or condition set forth in the Merger Provision of the Indenture (as defined in the Confirmation).

As soon as reasonably practicable following the public announcement of any Merger Event or any public filing with respect to any Merger Event, Counterparty shall notify the Calculation Agent of such Merger Event; and once the adjustments to be made to the terms of the Indenture (as described in the Offering Memorandum in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments") and the Convertible Notes in respect of such Merger Event have been determined, Counterparty shall immediately notify the Calculation Agent in writing of the details of such adjustments.

Notice of Merger Consideration: Upon the occurrence of a Merger Event that causes the Shares to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of election of the holders of Shares), Counterparty shall promptly (but in any event prior to the Merger Date) notify the Calculation Agent of the details of the adjustment made under the Indenture in respect of such Merger Event.

Tender Offer: Applicable. Notwithstanding Section 12.1(d) of the Definitions, a "Tender Offer" means the occurrence of any event or condition set forth in the Tender Offer Provision of the Indenture (as described in the Offering Memorandum in clause (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments").

Consequences of Merger Events and Tender Offers:

Notwithstanding Sections 12.2 and 12.3 of the Definitions, upon the occurrence of a Merger Event or Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of the Transaction, to the extent an analogous adjustment is made under the Indenture (as described in the Offering Memorandum in clause (5) and in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"); provided that (i) such adjustment shall be made without regard to any adjustment to the Conversion Rate

	for the issuance of additional shares as set forth in the Excluded Provisions of the Indenture; (ii) if such adjustment would (but for this clause (ii)) result in the Shares including (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia, no such adjustment shall be made and Cancellation and Payment (Calculation Agent Determination) shall apply; and (iii) if Counterparty will not be the Issuer following such Merger Event or Tender Offer, then (a) the Calculation Agent shall make any adjustment(s) to the valuation, exercise, settlement or other terms of the Transaction that the Calculation Agent determines appropriate to account for the effect on the Transaction of such Merger Event or (b) if (x) the Calculation Agent determines that no adjustment it could make under clause (a) above will produce a commercially reasonable result or (y) Counterparty and the Issuer following such Merger Event or Tender Offer do not enter into such documentation containing representations, warranties and agreements relating to securities law and other issues, as requested by Dealer that Dealer has determined, in its reasonable discretion, to be necessary or appropriate to allow Dealer to continue as a party to the Transaction (giving effect to any adjustments pursuant to clause (a) above) and to preserve its hedging activities in connection with the Transaction in a manner compliant with applicable legal, regulatory and self- regulatory requirements, and with related policies and procedures applicable to Dealer, Cancellation and Payment (Calculation Agent Determination) shall apply.
Dilution Provision:	As set forth in the Confirmation for such Transaction.
Merger Provision:	As set forth in the Confirmation for such Transaction.
Tender Offer Provision:	As set forth in the Confirmation for such Transaction.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

8. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation," and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable; provided that Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other terms."
Increased Cost of Hedging:	Not Applicable
Determining Party	For all applicable Additional Disruption Events, Dealer.

9. Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

10. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act of 1933, as amended (the "Securities Act"); and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Counterparty hereby represents and warrants to, and agrees with, Dealer on the Trade Date of each Transaction that:

(i) its financial condition is such that it has no need for liquidity with respect to its investment in such Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness;

(ii) its investments in and liabilities in respect of such Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with such Transaction, including the loss of its entire investment in such Transaction;

(iii) it understands that Dealer has no obligation or intention to register such Transaction under the Securities Act or any state securities law or other applicable federal securities law;

(iv) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(v) RESERVED

(vi) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(vii) It is not, on the date hereof, and will not be, on any date on which it elects to require Dealer to satisfy any Dealer Payment Obligation by delivery of Termination Delivery Units pursuant to Section 11(b) below, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(viii) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(ix) RESERVED

(x) on each of the Trade Date Counterparty is not, and on the Premium Payment Date will not be, "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "Bankruptcy Code")), and Counterparty would be able to purchase the Shares hereunder in compliance with the laws of the jurisdiction of Counterparty's incorporation;

(xi) RESERVED

(xii) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(xiii) without limiting the generality of Section 13.1 of the Definitions, Counterparty acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xiv) RESERVED

(xv) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of such Transaction and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement;

(xvi) Counterparty is not on the Trade Date of any Transaction engaged in and will not, during any period starting on the Trade Date of any Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement; and

(xvii) on the Trade Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument other than the Transaction or any other similar transaction) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

11. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the 1992 ISDA Master Agreement (Multicurrency–Cross Border).

(b) Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 11(c) below, Dealer owes Counterparty any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (a "Dealer Payment Obligation"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Dealer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, Tender Offer Date, Announcement Date (in the case of Nationalization, Insolvency or Delisting), Early Termination Date or other date of cancellation or termination, as applicable ("Notice of Dealer Termination Delivery"); provided that if Counterparty does not validly so elect to require Dealer to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, Dealer shall have the right, in its sole discretion, to elect to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Counterparty's failure to elect or election to the contrary; and provided further that Counterparty shall not have the right to so elect (but, for the avoidance of doubt, Dealer shall have the right to so elect) in the event of (i) an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Counterparty's control. Within a commercially reasonable period of time following receipt of a Notice of Dealer Termination Delivery or such notice by Dealer to Counterparty, as the case may be, Dealer shall deliver to Counterparty a number of Termination Delivery Units having a cash value equal to the amount of such Dealer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation).

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Counterparty provides irrevocable written notice to the Calculation Agent on or prior to the Closing Date that it elects to have Dealer deliver cash, New Shares or a combination thereof (in such proportion as Counterparty designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

If the provisions of this paragraph (b) are applicable, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if "Physical Settlement" applied to the Transaction, except that all references to "Shares" shall be read as references to "Termination Delivery Units"; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Termination Delivery Units (or any part thereof). In addition, notwithstanding anything to the contrary in the Definitions, Dealer may, in whole or in part, deliver securities comprising Termination Delivery Units in certificated form to Counterparty in lieu of delivery through the Clearance System.

(c) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Counterparty, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(d) Transfer and Assignment. Counterparty may transfer any of its rights or obligations under any Transaction with the prior written consent of the Dealer, such consent not to be unreasonably withheld. Dealer may transfer or assign without any consent of Counterparty its rights and obligations hereunder or under the Agreement, in whole or in part, to any of its affiliates; provided that Counterparty shall have recourse to Dealer in the event of the failure by the transferee to perform any of its obligations hereunder. At any time at which (1) Dealer and any of its affiliates subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer (collectively, "Dealer Group") or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "Dealer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1% of the number of Shares outstanding on the date of determination (such condition, an "Excess Ownership Position") or (2) the Units Equity Percentage exceeds 9.0%, if Dealer, in its discretion, is unable to effect a transfer or assignment to a third party in accordance with the requirements set forth above after using its commercially reasonable efforts on pricing and other terms reasonably acceptable to Dealer

within a time period reasonably acceptable to Dealer such that an Excess Ownership Position no longer exists or that the Units Equity Percentage is equal to or less than 9.0%, as the case may be, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of the Transaction, such that such Excess Ownership Position no longer exists or the Units Equity Percentage following such partial termination is equal to or less than 9.0%, as the case may be. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment or delivery shall be made pursuant to Section 6 of the Agreement and Section 11(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Terminated Portion of the Transaction, (ii) Counterparty shall be the sole Affected Party with respect to such partial termination and (iii) such portion of the Transaction shall be the only Terminated Transaction. The "Units Equity Percentage" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the total Number of Shares for all Transactions hereunder and (B) the denominator of which is the number of Shares outstanding.

(e) Additional Termination Events. For any Transaction:

(i) The occurrence of an event of default with respect to Counterparty under the terms of the Convertible Notes for such Transaction that results in an acceleration of such Convertible Notes pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Events of Default" for such Transaction shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following acceleration of such Convertible Notes (unless otherwise agreed by the parties).

(ii) The occurrence of any amendment, modification, supplement or waiver of any term of the Indenture as described in the Offering Memorandum under "Description of Notes—Modification and Amendment" for such Transaction or the Convertible Notes for such Transaction governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion or settlement of the Convertible Notes for such Transaction (including changes to the conversion rate or price, conversion settlement dates, conversion conditions or provisions related to adjustments to the "Conversion Rate"), or any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes for such Transaction to amend, in each case without the prior consent of Seller, such consent not to be unreasonably withheld, shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

(iii) The repurchase or cancellation of Convertible Notes (whether pursuant to the provision of the Indenture as described in the Offering Memorandum under "Description of Notes—Fundamental Change Permits Holders to Require Us to Purchase Notes" or otherwise) shall be an Additional Termination Event with respect to which (A) the sole Affected Transaction shall be the portion of the Transaction corresponding to the number of Units (the "Note Repurchase Units") equal to the lesser of (x) the aggregate principal amount of such Convertible Notes specified in Counterparty's Note Repurchase Notice *divided by* USD 1,000 and (y) the Number of Units as of the date Dealer designates such Early Termination Date; and, as of such date, the Number of Units shall be reduced by the number of Repurchase Units, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following receipt of such Note Repurchase Notice (unless otherwise agreed by the parties); provided that Counterparty shall provide Dealer a notice (any such notice, a "Repurchase Notice") no later than the third Exchange Business Day following any such repurchase or cancellation specifying the aggregate principal amount of Convertible Notes so repurchased or cancelled.

(f) Status of Claims in Bankruptcy. Dealer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Dealer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of

Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transactions.

(g) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Counterparty under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, then the obligations of Counterparty hereunder will not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(h) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such shares or other securities and otherwise to perform Dealer's obligations in respect of this Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Counterparty's monetary damages and Counterparty hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(i) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(j) Waiver of Trial by Jury. EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(k) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(l) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual

right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(m) Extension of Settlement. Dealer may postpone, in whole or in part, any Exercise Date or any other date of valuation or delivery by Dealer or add additional Settlement Dates or other dates of valuation or delivery by Dealer, with respect to some or all of the relevant Units (in which event the Calculation Agent shall make appropriate adjustments to the Delivery Obligation), if Dealer determines, in its good-faith reasonable discretion based on the advise of counsel, that such extension is necessary or advisable (x) to preserve Dealer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock borrow market or other relevant market (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Dealer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(n) Staggered Settlement. If upon advice of counsel with respect to applicable legal and regulatory requirements, including any requirements relating to Dealer's hedging activities hereunder, Dealer reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Dealer on the Settlement Date for the Transaction, Dealer may, by notice to the Counterparty prior to any Settlement Date (a "Nominal Settlement Date"), elect to deliver the Shares on two or more dates (each, a "Staggered Settlement Date") or at two or more times on the Nominal Settlement Date as follows:

(i) in such notice, Dealer will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date, but not prior to the beginning of such "Cash Settlement Averaging Period") or delivery times and how it will allocate the Shares it is required to deliver under "Net Share Settlement Amount" (above) among the Staggered Settlement Dates or delivery times; and

(ii) the aggregate number of Shares that Dealer will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that Dealer would otherwise be required to deliver on such Nominal Settlement Date.

(o) Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if, following such repurchase, the Units Equity Percentage as determined on such day is (i) equal to or greater than 4.5% and (ii) greater by 0.5% than the Units Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater by 0.5% than the Units Equity Percentage as of the date hereof). Counterparty agrees to indemnify and hold harmless Dealer and its Affiliates and their respective officers, directors and controlling persons (each, a "Section 16 Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, subject to the reporting and profit disgorgement provisions of Section 16 of the Exchange Act, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to any Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, to which a Section 16 Indemnified Person may become subject, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph (o), to reimburse, within 30 days, upon written request, each such Section 16

Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Section 16 Indemnified Person, such Section 16 Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of such Section 16 Indemnified Person, shall retain counsel reasonably satisfactory to such Section 16 Indemnified Person to represent such Section 16 Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall be relieved from liability to the extent that such Section 16 Indemnified Person fails to promptly notify Counterparty of any action commenced against it in respect of which indemnity may be sought hereunder; provided, that failure to notify Counterparty (i) shall not relieve Counterparty from any liability hereunder to the extent it is not materially prejudiced as a result thereof and (ii) shall not, in any event, relieve Counterparty from any liability that it may have otherwise than on account of this paragraph (o). Counterparty shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Section 16 Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of each Section 16 Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Section 16 Indemnified Person is or could have been a party and indemnity could have been sought hereunder by any such Section 16 Indemnified Person, unless such settlement includes an unconditional release of each such Section 16 Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to each such Section 16 Indemnified Person. If the indemnification provided for in this paragraph (o) is unavailable to a Section 16 Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty, in lieu of indemnifying such Section 16 Indemnified Person thereunder, shall contribute to the amount paid or payable by such Section 16 Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (o) are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Section 16 Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph (o) shall remain operative and in full force and effect regardless of the termination of any Transaction.

(p) Early Unwind. In the event the sale of Convertible Notes for any Transaction hereunder is not consummated with the Initial Purchasers for any reason by the close of business in New York City on the Early Unwind Date set forth in the Confirmation for such Transaction, such Transaction shall automatically terminate on such Early Unwind Date and (i) such Transaction and all of the respective rights and obligations of Dealer and Counterparty under such Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with such Transaction either prior to or after such Early Unwind Date; provided that Counterparty shall purchase from Dealer on such Early Unwind Date all Shares purchased by Dealer or one or more of its Affiliates in connection with such Transaction. The purchase price paid by Counterparty shall be Dealer's actual cost of such Shares as Dealer informs Counterparty and shall be paid in immediately available funds on such Early Unwind Date.

(q) Registration. Counterparty hereby agrees that if the Shares (the "Hedge Shares") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction, in Dealer's good-faith reasonable judgment based on advice of counsel, cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer and Counterparty, substantially in the form of an underwriting agreement for a registered secondary offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity

securities; provided that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or (iii) of this paragraph (q) shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer and Counterparty, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the price displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> AQR (or any successor thereto) in respect of the period from the scheduled opening time of the Exchange to the Scheduled Closing Time of the Exchange on a relevant Exchange Business Day (or if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method) on such Exchange Business Days, and in the amounts requested by Dealer. For the avoidance of doubt, under no circumstances shall Counterparty be obligated to make the election described in clause (iii) of the preceding sentence.

(r) Conversion Rate Adjustments. Counterparty shall provide to Dealer written notice, promptly following the public announcement of any transaction or event (a "Conversion Rate Adjustment Event") that is reasonably expected to lead to an increase in the Conversion Rate (as such term is defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—General"), and, once the adjustments to the Conversion Rate as a result of such Conversion Rate Adjustment Event have been determined, shall notify Dealer in writing of the details of such adjustments.

(s) Delivery or Receipt of Cash. For the avoidance of doubt, other than receipt of the Premium by Buyer, nothing in the Agreement, the Definitions, this Master Confirmation or any Confirmation hereunder shall be interpreted as requiring Counterparty to deliver or receive cash in respect of the settlement of the Transactions contemplated by this Master Confirmation and any Confirmation hereunder, except in circumstances where the cash settlement thereof is within Counterparty's control (including, without limitation, where an Event of Default by Counterparty has occurred under Section 5(a)(ii) or Section 5(a)(iv) of the Agreement, where Counterparty elects to deliver or receive cash or fails timely to elect to deliver or receive Termination Delivery Units in respect of the settlement of such Transaction) or in those circumstances in which holders of the Shares would also receive cash.

(t) Role of Agent. Credit Suisse AG, New York Branch, in its capacity as Agent will be responsible for (A) effecting this Transaction, (B) issuing all required confirmations and statements to Dealer and Counterparty, (C) maintaining books and records relating to this Transaction in accordance with its standard practices and procedures and in accordance with applicable law and (D) unless otherwise requested by Counterparty, receiving, delivering, and safeguarding Counterparty's funds and any securities in connection with this Transaction, in accordance with its standard practices and procedures and in accordance with applicable law.

(i) Agent is acting in connection with this Transaction solely in its capacity as Agent for Dealer and Counterparty pursuant to instructions from Dealer and Counterparty. Agent shall have no responsibility or personal liability to Dealer or Counterparty arising from any failure by Dealer or Counterparty to pay or perform any obligations hereunder, or to monitor or enforce compliance by Dealer or Counterparty with any obligation hereunder, including, without limitation, any obligations to maintain collateral. Each of Dealer and Counterparty agrees to proceed solely against the other to collect or recover any securities or monies owing to it in connection with or as a result of this Transaction. Agent shall otherwise have no liability in respect of this Transaction, except for its gross negligence or willful misconduct in performing its duties as Agent.

(ii) Any and all notices, demands, or communications of any kind relating to this Transaction between Dealer and Counterparty shall be transmitted exclusively through Agent at the following address:

Credit Suisse AG, New York Branch
Eleven Madison Avenue
New York, NY 10010-3629

For payments and deliveries:
Facsimile No.: (212) 325 8175
Telephone No.: (212) 325 8678 / (212) 325 3213

For all other communications:
Facsimile No.: (212) 325 8173
Telephone No.: (212) 325 8676 / (212) 538 5306 / (212) 538 1193 / (212) 538 6886

(iii) The date and time of the Transaction evidenced hereby will be furnished by the Agent to Dealer and Counterparty upon written request.

(iv) The Agent will furnish to Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction evidenced hereby.

(v) Dealer and Counterparty each represents and agrees (A) that this Transaction is not unsuitable for it in the light of such party's financial situation, investment objectives and needs and (B) that it is entering into this Transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any view expressed by the other or the Agent.

(vi) Dealer is regulated by The Securities and Futures Authority and has entered into this Transaction as principal. The time at which this Transaction was executed will be notified to Counterparty (through the Agent) on request.

12. <u>Addresses for Notice</u>:

If to Dealer:	Credit Suisse AG, New York Branch Eleven Madison Avenue New York , NY 10010-3629
Telephone No:	(212) 325 8676 / (212) 538 5306
Facsimile:	(212) 325 8173
With a copy to:	Credit Suisse AG, New York Branch Eleven Madison Avenue New York, NY 10010-3629
Attention:	Steve Winnert
Telephone:	(212) 325-2749
Facsimile:	(212) 325-3717

If to Counterparty: Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707
Telephone: (914) 345-7400

13. Accounts for Payment:

To Dealer: The Bank of New York, NY
SWIFT: IRVTUS3N
Bank Routing: 021 000 018
Account Name: Credit Suisse International
Account No.: 890-0360-968

To Counterparty: JPMorgan Chase
ABA No.: 021000021
Account No.: 6701772200
Swift Code: CHASEUS33
Address: JP Morgan Chase Bank, N.A.
106 Corporate Park Drive
Floor 2
White Plains, NY 10604
Benefit of: Regeneron Pharmaceuticals, Inc.
Bank Contact: Elanor Barreto
Phone: (914) 993-2241

14. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Counterparty: To be advised.

15. Amendments to Definitions:

Section 12.9(b)(i) of the Definitions is hereby amended by (1) replacing “either party may elect” with “Dealer may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

Counterparty hereby agrees (a) to check this Master Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Credit Suisse AG, New York Branch, Eleven Madison Avenue, New York, NY 10010-3629, Facsimile No. (212) 325-8173.

Yours faithfully,

CREDIT SUISSE INTERNATIONAL

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Bik Kwan Chung
Name: Bik Kwan Chung
Title: Authorized Signatory

CREDIT SUISSE AG, NEW YORK BRANCH
Acting solely as Agent in connection with the Transaction

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Michael Clark
Name: Michael Clark
Title: Managing Director

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Bond Hedge Master Confirm]

EXHIBIT A
FORM OF CONVERTIBLE BOND HEDGING TRANSACTION CONFIRMATION

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Counterparty")

Telefax No.: (914) 593-1506

From: Credit Suisse International ("Dealer")

Telefax No.: (212) 325 8173

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Convertible Bond Hedging Transactions dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation") between you and us.

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates is entered into as part of an integrated hedging transaction of the Convertible Notes pursuant to the provisions of Treasury Regulation Section 1.1275-6.

3. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	The closing date of the initial issuance of the Convertible Notes.
Premium:	USD29,375,000.00
Premium Payment Date:	October 21, 2011
Convertible Notes:	1.875% Senior Convertible Notes due 2016, offered pursuant to the Offering Memorandum.

Number of Units:	The number of "Firm Securities" (as defined in the Purchase Agreement) in denominations of USD1,000 principal amount to be issued by Counterparty on the closing date for the initial issuance of the Convertible Notes.
Purchase Agreement:	Purchase Agreement, dated as of October 18, 2011, between Goldman, Sachs & Co., as Initial Purchaser, and Counterparty, relating to the Convertible Notes.
Strike Price:	As of any date, an amount in USD, rounded to the nearest cent (with 0.5 cents being rounded upwards), equal to USD1,000 divided by the Unit Entitlement.
Applicable Percentage:	25%
Number of Shares:	The product of the Number of Units and the Unit Entitlement and the Applicable Percentage.
Expiration Date:	The earlier of (i) the last day on which any Convertible Notes remain outstanding and (ii) the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General").
Unit Entitlement:	As of any date, a number of Shares per Unit equal to the Conversion Rate (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General", but without regard to any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture).
Indenture:	Indenture to be dated as of October 21, 2011 by and between Counterparty and Wells Fargo Bank, National Association, as trustee, and the other parties thereto, pursuant to which the Convertible Notes are to be issued relating to the USD400,000,000 principal amount of 1.875% convertible notes due 2016. For the avoidance of doubt, references herein to sections of the Indenture are based on the description of the Convertible Securities set forth in the Preliminary Confidential Offering Circular, dated October 17, 2011, as supplemented by the related pricing term sheet ("Offering Memorandum"). If any relevant provisions of the Indenture differ in any material respect from those described in the Offering Memorandum, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.
Settlement Provision:	The provision of the Indenture as described in the Offering Memorandum in the fifth paragraph under "Description of Notes—Conversion Rights—Settlement upon Conversion"
Excluded Provisions:	The Make-whole Provision and the provision of the Indenture as described in the Offering Memorandum in the fifth to last paragraph under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"

Make-whole Provision:	The provision of the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Adjustment to Shares Delivered upon Conversion upon Certain Corporate Transactions”
Conversion Rate Adjustment Fallback Provision:	The provision of the Indenture as described in the Offering Memorandum in the second paragraph of clause (3) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Dilution Provision:	The provisions of the Indenture as described in the Offering Memorandum in clause (1) to (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Merger Provision:	The provision of the Indenture as described in the Offering Memorandum in the sixth and seventh to last paragraphs under “Description of Notes— Conversion Rights—Conversion Rate Adjustments”
Tender Offer Provision:	The provision of the Indenture as described in the Offering Memorandum in clause (5) under “Description of Notes—Conversion Rights—Conversion Rate Adjustments”
Early Unwind Date:	October 21, 2011, or such later date as agreed by the parties hereto.

Counterparty hereby agrees (a) to check this Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Credit Suisse AG, New York Branch, Eleven Madison Avenue, New York, NY 10010-3629, Facsimile No. (212) 325-8173.

Yours faithfully,

CREDIT SUISSE INTERNATIONAL

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Bik Kwan Chung
Name: Bik Kwan Chung
Title: Authorized Signatory

CREDIT SUISSE AG, NEW YORK BRANCH
Acting solely as Agent in connection with the Transaction

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Michael Clark
Name: Michael Clark
Title: Managing Director

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

Exhibit 10.6

Execution Version

MASTER TERMS AND CONDITIONS FOR BASE WARRANTS
ISSUED BY REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Warrants (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for warrant transactions that Regeneron Pharmaceuticals, Inc. ("Issuer") shall enter into with Credit Suisse International ("Dealer"), represented by Credit Suisse AG, New York Branch ("Agent"). Each such transaction (a "Transaction") entered into between Dealer and Issuer that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Issuer and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder, shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first"; and (ii) the election of United States dollars as the Termination Currency) between you and us, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Warrant shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Issuer or any confirmation or other agreement between Dealer and Issuer pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Issuer, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Issuer are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Issuer and Dealer with respect to such Transaction. Each Transaction to which a Confirmation relates is a Warrant Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions, and shall have the following terms:

Components:	Each Transaction will be divided into individual Components, each with the terms set forth in this Master Confirmation and the related Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in the Confirmation for such Transaction. The valuation and exercise of the Warrants and the payments and deliveries to be made upon settlement of each Transaction will be determined separately for each Component or such Transaction as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European
Warrant Type:	Call
Seller:	Issuer
Buyer:	Dealer
Shares:	The common stock, USD0.001 par value per share, of Issuer (Symbol: REGN).
Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Number of Warrants:	For each Component, as set forth in the Confirmation for such Transaction.
Warrant Entitlement:	One Share per Warrant
Strike Price:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchanges:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with

respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Issuer shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Issuer in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. Procedure for Exercise and Valuation:

In respect of any Component:

Expiration Time:	The Valuation Time
Expiration Date:	As set forth in the Confirmation for such Transaction for such Component (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); provided that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of a Transaction hereunder; and provided, further, that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent may elect in its discretion that the Final Disruption Date shall be deemed the Expiration Date (irrespective of whether such date is an Expiration Date in respect of any other Component for a Transaction) and, notwithstanding anything to the

	contrary in this Confirmation or the Definitions, the Relevant Price for such Expiration Date shall be the prevailing market value per Share determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Definitions, if a Market Disruption Event occurs on any Expiration Date, the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case (i) the Calculation Agent shall make adjustments to the number of Warrants for the relevant Component for which such day shall be the Expiration Date on the basis of the nature and duration of the relevant Market Disruption Event and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Reference Price for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event on such day. Any day on which the Exchange is scheduled to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Automatic Exercise:	Applicable. The Warrants for any Component shall be deemed automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time the Warrants are In-the-Money; provided that all references in Section 3.4(b) of the Definitions to "Physical Settlement" shall be read as references to "Net Share Settlement." "In-the-Money" means, for any Transaction, that the Reference Price is greater than the Strike Price for such Transaction.
Reference Price:	For any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> VAP (or any successor thereto) in respect of the period from the scheduled opening time to the Scheduled Closing Time (New York City time) on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using, if practicable, an appropriate volume-weighted method).
Valuation Time:	As defined in Section 6.1 of the Definitions
Valuation Date:	Each Exercise Date
Final Disruption Date:	For any Transaction, the eighth Scheduled Trading Day immediately following the scheduled Expiration Date for the last Component of such Transaction.

Market Disruption Events:	The first sentence of Section 6.3(a) of the Definitions is hereby amended (A) by deleting the words "during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in the third, fourth and fifth lines thereof, and (B) by replacing the words "or (iii) an Early Closure." by "(iii) an Early Closure, or (iv) a Regulatory Disruption." Section 6.3(d) of the Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	Any event that Dealer, in its good-faith reasonable discretion, determines based on the advice of outside counsel makes it appropriate with regard to any legal, regulatory or self- regulatory requirements or related policies and procedures (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Dealer, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D- G and Regulation 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation M), for Dealer to refrain from or decrease any market activity in connection with the Transaction. Dealer shall notify Issuer as soon as reasonably practicable that a Regulatory Disruption has occurred and the Expiration Dates affected by it.

5. Settlement Terms:

In respect of any Component:

Settlement Method Election:	Applicable; *provided* that (i) references to "Physical Settlement" in Section 7.1 of the Definitions shall be replaced by references to "Net Share Settlement"; (ii) if Seller elects Cash Settlement, Seller shall be deemed to have represented and warranted to Dealer on the date of such election that (A) Seller is not in possession of any material non-public information regarding Seller or the Shares, (B) Seller is electing Cash Settlement in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, and (C) the assets of Seller at their fair valuation exceed the liabilities of Seller (including contingent liabilities), the capital of Seller is adequate to conduct the business of Seller, and Seller has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature; and (iii) the same election of settlement method shall apply to all Expiration Dates hereunder.
Electing Party:	Seller
Settlement Method Election Date:	The third Scheduled Trading Day immediately preceding the First Expiration Date.

Default Settlement Method:	Net Share Settlement
Net Share Settlement:	If Net Share Settlement is applicable, then on each Settlement Date, Seller shall deliver to Buyer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Buyer and cash in lieu of any fractional shares valued at the Reference Price for the Valuation Date corresponding to such Settlement Date. If, Buyer reasonably determines that, for any reason, the Shares deliverable upon Net Share Settlement would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), then Buyer may elect to either (x) accept delivery of such Shares notwithstanding any restriction on transfer or (y) have the provisions set forth in Section 12(c) below apply.
Net Share Amount:	For any Settlement Date, a number of Shares, as calculated by the Calculation Agent, equal to the product of (i) the number of Warrants being exercised or deemed exercised on the Exercise Date corresponding to such Settlement Date, (ii) the excess, if any, of the Reference Price for the Valuation Date corresponding to such Settlement Date over the Strike Price for the relevant Transaction and (iii) the Warrant Entitlement (such product, the "Net Share Settlement Amount"), *divided by* such Reference Price.
Cash Settlement:	If Cash Settlement is applicable, on the relevant Settlement Date, Seller shall pay to Dealer an amount of cash in USD equal to the Net Share Settlement Amount for such Settlement Date.
Settlement Currency:	USD
Representation and Agreement:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement were applicable to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Issuer is the issuer of the Shares.
Maximum Delivery Amount:	As set forth in the Confirmation for such Transaction

6. Dividends:

In respect of any Component:

Dividend Adjustments:	Issuer agrees to notify Buyer promptly of the announcement of an ex-dividend date of any cash dividend by the Issuer. If an ex-dividend date with respect to such a cash dividend occurs

at any time from but excluding the Trade Date for the Transaction that includes such Component to and including the Expiration Date for such Component, then in addition to any adjustments as provided under "Share Adjustments" below, the Calculation Agent shall make such adjustments to the Strike Price, Number of Warrants and/or Number of Warrants per Component for such Transaction as it deems appropriate to preserve for the parties the intended economic benefits of such Transaction.

The Calculation Agent shall provide prompt notice of any such adjustments, including a schedule or other reasonably detailed explanation of the basis for and determination of each adjustment.

7. Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment. For purposes hereof, the definition of "Potential Adjustment Event" shall not include clause (iv) thereof.

8. Extraordinary Events:

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for Other:	Cancellation and Payment (Calculation Agent Determination)
(c) Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination)
Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment; provided, however, that if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Definitions and an Additional Termination Event under Section 12(f) of this Master Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Definitions or Section 12(f) of this Master Confirmation will apply.
New Shares:	In the definition of New Shares in Section 12.1(i) of the Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".

Modified Calculation Agent Adjustment:	If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies to any Transaction, the adjustments to be made in accordance with Section 12.2(e)(i) of the Definitions would result in the Issuer being different from the issuer of the Shares, then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Definitions, Issuer and the issuer of the Shares shall, prior to the Merger Date, have entered into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer to continue as a party to such Transaction, as adjusted under Section 12.2(e)(i) of the Definitions, and to preserve its hedging or hedge unwind activities in connection with such Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (based on commercially reasonable interpretations of such legal, regulatory or self-regulatory requirements applicable to Dealer), and if such conditions are not met or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Definitions will produce a commercially reasonable result, then the consequences set forth in Section 12.2(e)(ii) of the Definitions shall apply.
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

9. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “the formal or informal interpretation” and (ii) replacing the word “Shares” with the phrase “Shares or Hedge Positions” in clause (X) thereof.

Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; provided that: (i) Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms and other terms." (ii) Section 12.9(b)(iii) of the Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	150 basis points
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	25 basis points
Hedging Party:	For all applicable Additional Disruption Events, Buyer
Determining Party:	For all applicable Extraordinary Events, Buyer

10. Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

11. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act; and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Issuer hereby represents and warrants to, and agrees with, Buyer on the Trade Date of each Transaction that:

(i) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(ii) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(iii) it is not, on the date hereof, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(iv) RESERVED

(v) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(vi) RESERVED

(vii) for such Transaction, it shall maintain a number of authorized but unissued Shares that are free from preemptive rights that at all times equals or exceeds the sum of (x) the Maximum Delivery Amount for such Transaction, *plus* (y) the aggregate number of Shares expressly reserved for any other use (including, without limitation, Shares reserved for issuance upon the exercise of options or convertible debt), whether expressed as caps or as numbers of Shares reserved or otherwise;

(viii) the Shares issuable upon exercise of all Warrants (the "Warrant Shares") have been duly authorized and, when delivered pursuant to the terms of such Transaction, shall be validly issued, fully-paid and non-assessable, and such issuance of the Warrant Shares shall not be subject to any preemptive or similar rights;

(ix) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(x) without limiting the generality of Section 13.1 of the Definitions, Issuer acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xi) prior to the Trade Date of such Transaction, Issuer shall deliver to Dealer a resolution of Issuer's board of directors or a duly authorized committee thereof authorizing such Transaction;

(xii) on the Trade Date and the Premium Payment Date of such Transaction (A) the assets of Issuer at their fair valuation exceed the liabilities of Issuer, including contingent liabilities, (B) the capital of Issuer is adequate to conduct the business of Issuer and (C) Issuer has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature;

(xiii) if Cash Settlement is applicable, during the period starting on the first Expiration Date and ending on the last Expiration Date (the "Settlement Period") of such Transaction, (A) the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Issuer shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following such Settlement Period;

(xiv) if Cash Settlement is applicable, during the Settlement Period or such Transaction, neither Issuer nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(xv) if Cash Settlement is applicable, Issuer (A) will not during the Settlement Period of such Transaction make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (I) Issuer's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (II) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date; such written notice shall be deemed to be a certification by Issuer to Dealer that such information is true and correct; in addition, Issuer shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders; "Merger Transaction" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(xvi) Issuer is not on the Trade Date of such Transaction engaged in and will not, during the period starting on the Trade Date of such Transaction and ending on the third Exchange Business Day

immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Issuer, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement dated as of October 18, 2011 between Issuer and Goldman, Sachs & Co., as Initial Purchaser relating to the 1.875% Convertible Senior Notes due 2016; and

(xvii) Issuer shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of each Transaction and reasonably acceptable to Bank in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and Section 11(b)(viii) hereof with respect to such Transaction.

12. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the Agreement.

(b) Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 12(g) below, Issuer owes Buyer any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (an "Issuer Payment Obligation"), Issuer shall have the right, in its sole discretion, to satisfy any such Issuer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Buyer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization, Insolvency or Delisting), the Early Termination Date or the date of cancellation or termination, as applicable ("Notice of Issuer Termination Delivery"); provided that (i) if Issuer does not validly so elect to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, Buyer shall have the right, in its sole discretion, to require Issuer to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Issuer's failure to elect or election to the contrary, (ii) Issuer shall not have the right to so elect (but, for the avoidance of doubt, Buyer shall have the right to so elect) in the event of (1) an Extraordinary Event, in each case, in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (2) an Event of Default in which Issuer is the Defaulting Party or a Termination Event in which Issuer is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Issuer's control and (iii) Issuer shall not have the right, notwithstanding any notice to the contrary, to satisfy its Issuer Payment Obligation by Termination Delivery Units unless on the date of any such notice, Issuer represents to Buyer that, as of such date, it is not in possession of any material non-public information with respect to itself or the Shares. Within a commercially reasonable period of time following receipt of a Notice of Issuer Termination Delivery or notice by Buyer to Issuer, as the case may be, Issuer shall deliver to Buyer a number of Termination Delivery Units having a cash value equal to the amount of such Issuer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such payment obligation, and the date of such delivery, the "Termination Payment Date"). In addition, if, in the reasonable opinion of counsel to Issuer or Buyer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph (b) would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act, then Buyer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) have the provisions set forth in paragraph (c) below apply. If the provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units."

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer),

one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Issuer provides irrevocable written notice to the Calculation Agent on or prior to the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization or Insolvency), or the date of such Termination Event, Event of Default or an Additional Disruption Event, as the case may be, that it elects to deliver cash, New Shares or a combination thereof (in such proportion as Issuer designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(c) Registration/Private Placement Procedures. (i) With respect to each Transaction, the following provisions shall apply to the extent provided for above opposite the caption "Net Share Settlement" in Section 5 or in paragraph (b) of this Section 12. If so applicable, then, at the election of Issuer by notice to Buyer within one Exchange Business Day after the relevant delivery obligation arises, but in any event at least one Exchange Business Day prior to the date on which such delivery obligation is due (if Issuer does not make an election by such date, Issuer shall be deemed to have made the election described in clause (B) below), either (A) all Shares or Termination Delivery Units, as the case may be, delivered by Issuer to Buyer shall be, at the time of such delivery, covered by an effective registration statement of Issuer for immediate resale by Buyer (such registration statement and the corresponding prospectus (the "Prospectus") (including, without limitation, any sections describing the plan of distribution) in form and content commercially reasonably satisfactory to Buyer) or (B) Issuer shall deliver additional Shares or Termination Delivery Units, as the case may be, so that the value of such Shares or Termination Delivery Units, as determined by the Calculation Agent to reflect an appropriate liquidity discount, equals the value of the number of Shares or Termination Delivery Units that would otherwise be deliverable if such Shares or Termination Delivery Units were freely tradeable (without prospectus delivery) upon receipt by Buyer (such value, the "Freely Tradeable Value"). (For the avoidance of doubt, as used in this paragraph (c) only, the term "Issuer" shall mean the issuer of the relevant securities, as the context shall require.)

(ii) If Issuer makes the election described in clause (c)(i)(A) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) shall be afforded a reasonable opportunity to conduct a due diligence investigation with respect to Issuer that is customary in scope for underwritten offerings of equity securities and that yields results that are commercially reasonably satisfactory to Buyer or such Affiliate, as the case may be, in its discretion; and

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Registration Agreement") on commercially reasonable terms in connection with the public resale of such Shares or Termination Delivery Units, as the case may be, by Buyer or such Affiliate substantially similar to underwriting agreements customary for underwritten offerings of equity securities, in form and substance commercially reasonably satisfactory to Buyer or such Affiliate and Issuer, which Registration Agreement shall include, without limitation, provisions substantially similar to those contained in such underwriting agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all registration costs and all fees and expenses of counsel for Buyer, and shall provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

(iii) If Issuer makes the election described in clause (c)(i)(B) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) and any potential institutional purchaser of any such Shares or Termination Delivery Units, as the case may be, from Buyer or such Affiliate identified by Buyer shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation in compliance with applicable law with respect to Issuer customary in scope for private placements of equity securities (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them), subject to execution by such recipients of customary confidentiality agreements reasonably acceptable to Issuer;

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Private Placement Agreement") on commercially reasonable terms in connection with the private placement of such Shares or Termination Delivery Units, as the case may be, by Issuer to Buyer or such Affiliate and the private resale of such shares by Buyer or such Affiliate, substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance commercially reasonably satisfactory to Buyer and Issuer, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all fees and expenses of counsel for Buyer, shall contain representations, warranties and agreements of Issuer reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales, and shall use best efforts to provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the offering memorandum prepared for the resale of such Shares;

(C) Issuer agrees that any Shares or Termination Delivery Units so delivered to Buyer, (i) may be transferred by and among Buyer and its affiliates, and Issuer shall effect such transfer without any further action by Buyer and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed with respect to such Shares or any securities issued by Issuer comprising such Termination Delivery Units, Issuer shall promptly remove, or cause the transfer agent for such Shares or securities to remove, any legends referring to any such restrictions or requirements from such Shares or securities upon delivery by Buyer (or such affiliate of Buyer) to Issuer or such transfer agent of seller's and broker's representation letters customarily delivered by Buyer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Buyer (or such affiliate of Buyer); and

(D) Issuer shall not take, or cause to be taken, any action that would make unavailable either the exemption pursuant to Section 4(2) of the Securities Act for the sale by Issuer to Dealer (or any affiliate designated by Dealer) of the Shares or Termination Delivery Units, as the case may be, or the exemption pursuant to Section 4(1) or Section 4(3) of the Securities Act for resales of the Shares or Termination Delivery Units, as the case may be, by Dealer (or any such affiliate of Dealer).

(d) Make-whole Shares. If (x) Issuer elects to deliver Termination Delivery Units pursuant to "Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events" above or (y) Issuer makes the election described in clause (i)(B) of paragraph (c) of this Section 12, then in either case Buyer or its affiliate may sell (which sale shall be made in a commercially reasonable manner) such Shares or Termination Delivery Units, as the case may be, during a period (the "Resale Period") commencing on the Exchange Business Day following delivery of such Shares or Termination Delivery Units, as the case may be, and ending on the Exchange Business Day on which Buyer completes the sale of all such Shares or Termination Delivery Units, as the case may be, or a sufficient number of Shares or Termination Delivery Units, as the case may be, so that the realized net proceeds of such sales exceed the amount of the Issuer Payment Obligation (in the case of clause (x), or in the case that both clause (x) and clause (y) apply) or the Freely Tradeable Value (in the case that only clause (y) applies) (such amount of the Issuer Payment Obligation or Freely Tradeable Value, as the case may be, the

"Required Proceeds"). If any of such delivered Shares or Termination Delivery Units remain after such realized net proceeds exceed the Required Proceeds, Buyer shall return such remaining Shares or Termination Delivery Units to Issuer. If the Required Proceeds exceed the realized net proceeds from such resale, Issuer shall transfer to Buyer by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period the amount of such excess (the "Additional Amount") in cash or in a number of additional Shares or Termination Delivery Units ("Make-whole Shares") in an amount that, based on the Relevant Price on the last day of the Resale Period (as if such day was the "Valuation Date" for purposes of computing such Relevant Price), has a dollar value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares in the manner contemplated by this Section 12(d). This provision shall be applied successively until the Additional Amount is equal to zero, subject to Section 12(e).

(e) Limitations on Settlement by Issuer. Notwithstanding anything herein or in the Agreement to the contrary, in no event shall Issuer be required to deliver Shares in connection with any Transaction in excess of the Maximum Delivery Amount for such Transaction. Issuer represents and warrants (which shall be deemed to be repeated on each day that any Transaction is outstanding) that the Maximum Delivery Amount for all Transactions hereunder is equal to or less than the number of authorized but unissued Shares of the Issuer that are not reserved for future issuance in connection with transactions in the Shares (other than all Transactions hereunder) on the date of the determination of the Maximum Delivery Amount for all Transactions hereunder (such Shares, the "Available Shares"). In the event Issuer shall not have delivered the full number of Shares otherwise deliverable under any Transaction as a result of this Section 12(e) (the resulting deficit, the "Deficit Shares"), Issuer shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Issuer or any of its subsidiaries after the Trade Date for the relevant Transaction (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Issuer additionally authorizes any unissued Shares that are not reserved for other transactions. Issuer shall immediately notify Buyer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver such Shares thereafter.

(f) Certain Corporate Transactions. Upon the consummation of any of the following events, Buyer shall have the right to designate such event an Additional Termination Event with respect to one or more of the Transactions and designate an Early Termination Date pursuant to Section 6(b) of the Agreement with respect to which the designated Transaction(s) shall be the sole Affected Transaction(s) and Issuer shall be the sole Affected Party:

(1) any person or group within the meaning of Section 13(d) of the Exchange Act other than the Issuer or its subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Issuer's common equity representing more than 50% of the voting power of the Issuer's common equity, unless (x) such filing occurs in connection with a transaction in which the Shares are replaced by the securities of another entity (including a parent entity) and (y) no such filing is made or is in effect with respect to common equity representing more than 50% of the voting power of such other entity;

(2) consummation of any binding share exchange, exchange offer, tender offer, consolidation or merger of the Issuer pursuant to which all or substantially all of the Shares will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Issuer and the Issuer's subsidiaries, taken as a whole, to any person other than one or more of the Issuer's subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to in this clause (2) as an "Event"), excluding any such Event where the holders of more than 50% of the Shares immediately prior to such Event, own, directly or indirectly, more than 50% of all classes of common equity of the continuing or surviving person or transferee or the parent thereof immediately after such Event;

(3) the Issuer's stockholders approve any plan or proposal for the Issuer's liquidation or dissolution;

(4) the Shares cease to be listed on at least one U.S. national securities exchange; or

(5) a default or defaults under any bonds, debentures, notes or other evidences of indebtedness having, individually or in the aggregate, a principal or similar amount outstanding of at least $300 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $300 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be.

Notwithstanding the foregoing, no transaction or event described in clause (1) through (4) above will permit the Buyer to designate an Additional Termination Event if (a) at least 90% of the consideration, excluding cash payments for fractional Shares, in such transaction or event consists of shares of common stock that are traded on a U.S. national securities exchange or that will be so traded when issued or exchanged in connection with the relevant transaction or event (such securities, "Publicly Traded Securities") and (b) as a result of such transaction or event the Shares are adjusted to consist of such Publicly Traded Securities.

(g) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Issuer, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(h) Status of Claims in Bankruptcy. Buyer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Buyer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Issuer; provided that nothing herein shall limit or shall be deemed to limit Buyer's right to pursue remedies in the event of a breach by Issuer of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Buyer's rights in respect of any transactions other than the Transactions.

(i) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Issuer under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, then the obligations of Issuer hereunder shall not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(j) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Buyer to purchase, sell, receive or deliver any shares or other securities to or from Issuer, Buyer may designate any of its affiliates to purchase, sell, receive or deliver such shares or other securities and otherwise to perform Buyer's obligations in respect of this Transaction and any such designee may assume such obligations. Buyer shall be discharged of its obligations to Issuer to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Issuer's monetary damages and Issuer hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(k) RESERVED

(l) Limit on Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement or this Master Confirmation, in no event shall Buyer be entitled to receive, or shall be deemed to receive, any Shares if, immediately upon giving effect to such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Buyer or any affiliate of Buyer subject to aggregation with Buyer under such Section 13 and rules or any "group", as such term is used in such Section 13 and rules, of which Buyer or any such affiliate of Buyer is a member or may be deemed to be a member (collectively, "Buyer Group") would be equal to or greater than the lesser of (A) 4.9% of the outstanding Shares or (B) 4,381,384 Shares or (ii) Buyer, Buyer Group or any person whose ownership position would be aggregated with that of Buyer or Buyer Group (Buyer, Buyer Group or any such person, a "Buyer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Buyer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 2% of the number of Shares outstanding on the date of determination (either such condition described in clause (i) or (ii), an "Excess Ownership Position"). If any delivery owed to Buyer hereunder is not made, in whole or in part, as a result of this provision, Issuer's obligation to make such delivery shall not be extinguished and Issuer shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Buyer gives notice to Issuer that such delivery would not result in the existence of an Excess Ownership Position.

(m) Transfer. Notwithstanding any provision of the Agreement to the contrary, Buyer may, subject to applicable law, transfer and assign all of its right and obligations under any Transaction to any third party that is a financial institution that regularly enters into OTC derivatives without the consent of Seller. At any time at which the Equity Percentage exceeds 14.5%, if Dealer, in its discretion after using its commercially reasonable efforts is unable to effect such a transfer or assignment on pricing and other terms reasonably acceptable to Dealer and within a time period reasonably acceptable to Dealer such that the Equity Percentage is equal to or less than 14.5%, Dealer may designate any Exchange Business Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of this Transaction, such that the Equity Percentage following such partial termination will be equal to or less than 14.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement and Section 12(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Warrants equal to the Terminated Portion, (ii) Issuer shall be the sole Affected Party with respect to such partial termination and (iii) such Transaction shall be the only Terminated Transaction.

(n) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(o) Waiver of Trial by Jury. EACH OF ISSUER AND BUYER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY TRANSACTION HEREUNDER OR THE ACTIONS OF BUYER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(p) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all

materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(q) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(r) Additional Termination Event. If at any time Buyer reasonably determines in good faith based on the advice of counsel that it is advisable to terminate a portion of the Transaction so that Buyer's related hedging activities will comply with applicable securities laws, rules or regulations or related policies and procedures of Buyer (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Buyer in order that its hedging activities will comply with such laws, rules or regulations), an Additional Termination Event shall occur in respect of which (1) Issuer shall be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date.

(s) Effectiveness. If, prior to the Effective Date for any Transaction, Buyer reasonably determines that it is advisable to cancel such Transaction because of concerns that Buyer's related hedging activities could be viewed as not complying with applicable securities laws, rules or regulations, such Transaction shall be cancelled and shall not become effective, and neither party shall have any obligation to the other party in respect of such Transaction.

(t) Right to Extend. Buyer may postpone, in whole or in part, any Expiration Date or any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Number of Warrants with respect to one or more Components) if Buyer determines, in its commercially reasonable judgment, that such extension is reasonably necessary or appropriate (x) to preserve Buyer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Buyer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Buyer were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Buyer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(u) Amendments to the Equity Definitions:

(A) Section 11.2(a) of the Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with the word "a material"; and adding the phrase "or Warrants" at the end of the sentence.

(B) Section 11.2(c) of the Definitions is hereby amended by (x) replacing the words “a diluting or concentrative” with “a material”, (y) adding the phrase “or Warrants” after the words “the relevant Shares” in the same sentence and (z) deleting the phrase “(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)”.

(C) Section 11.2(e)(vii) of the Definitions is hereby amended by deleting the words “that may have a diluting or concentrative” and replacing them with “that is the result of a corporate event involving the Company and that may have a material” and adding the phrase “or Warrants (it being understood, for the avoidance of doubt, that financial results, the results of clinical trials, decisions by the Food and Drug Administration or the announcement of any of the foregoing shall not constitute a “corporate event” within the meaning of this Section 11.2(e)(vii))” at the end of the sentence.

(D) RESERVED

(E) Section 12.9(b)(iv) of the Definitions is hereby amended by:

(x) deleting (1) subsection (A) in its entirety, (2) the phrase “or (B)” following subsection (A) and (3) the phrase “in each case” in subsection (B); and

(y) deleting the phrase “neither the Non-Hedging Party nor the Lending Party lends Shares in the amount of the Hedging Shares or” in the penultimate sentence.

(F) Section 12.9(b)(v) of the Definitions is hereby amended by:

(x) adding the word “or” immediately before subsection “(B)” and deleting the comma at the end of subsection (A);

(y) (1) deleting subsection (C) in its entirety, (2) deleting the word “or” immediately preceding subsection (C) and (3) deleting the penultimate sentence in its entirety and replacing it with the sentence “The Hedging Party will determine the Cancellation Amount payable by one party to the other.”; and

(z) deleting subsection (X) in its entirety and the words “or (Y)” immediately following subsection (X).

(v) Strike Price Floor. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation, any Confirmation or the Definitions, in no event shall the Strike Price be subject to adjustment to the extent that, after giving effect to such adjustment, the Strike Price would be less than USD 64.63, except for any adjustment pursuant to the terms of this Master Confirmation and the Equity Definitions in connection with stock splits or similar changes to Issuer’s capitalization.

(w) Role of Agent. Credit Suisse AG, New York Branch, in its capacity as Agent will be responsible for (A) effecting this Transaction, (B) issuing all required confirmations and statements to Dealer and Issuer, (C) maintaining books and records relating to this Transaction in accordance with its standard practices and procedures and in accordance with applicable law and (D) unless otherwise requested by Issuer, receiving, delivering, and safeguarding Issuer’s funds and any securities in connection with this Transaction, in accordance with its standard practices and procedures and in accordance with applicable law.

(i) Agent is acting in connection with this Transaction solely in its capacity as Agent for Dealer and Issuer pursuant to instructions from Dealer and Issuer. Agent shall have no responsibility or personal liability to Dealer or Issuer arising from any failure by Dealer or Issuer to pay or perform any obligations hereunder, or to monitor or enforce

compliance by Dealer or Issuer with any obligation hereunder, including, without limitation, any obligations to maintain collateral. Each of Dealer and Issuer agrees to proceed solely against the other to collect or recover any securities or monies owing to it in connection with or as a result of this Transaction. Agent shall otherwise have no liability in respect of this Transaction, except for its gross negligence or willful misconduct in performing its duties as Agent.

(ii) Any and all notices, demands, or communications of any kind relating to this Transaction between Dealer and Issuer shall be transmitted exclusively through Agent at the following address:

Credit Suisse AG, New York Branch
Eleven Madison Avenue
New York, NY 10010-3629

For payments and deliveries:
Facsimile No.: (212) 325 8175
Telephone No.: (212) 325 8678 / (212) 325 3213

For all other communications:
Facsimile No.: (212) 325 8173
Telephone No.: (212) 325 8676 / (212) 538 5306 / (212) 538 1193 / (212) 538 6886

(iii) The date and time of the Transaction evidenced hereby will be furnished by the Agent to Dealer and Issuer upon written request.

(iv) The Agent will furnish to Issuer upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction evidenced hereby.

(v) Dealer and Issuer each represents and agrees (A) that this Transaction is not unsuitable for it in the light of such party's financial situation, investment objectives and needs and (B) that it is entering into this Transaction in reliance upon such tax, accounting, regulatory, legal and financial advice as it deems necessary and not upon any view expressed by the other or the Agent.

(vi) Dealer is regulated by The Securities and Futures Authority and has entered into this Transaction as principal. The time at which this Transaction was executed will be notified to Issuer (through the Agent) on request.

13. <u>Addresses for Notice</u>:

If to Dealer:	Credit Suisse AG, New York Branch Eleven Madison Avenue New York, NY 10010-3629
Telephone No:	(212) 325 8676 / (212) 538 5306
Facsimile:	(212) 325 8173
With a copy to:	Credit Suisse AG, New York Branch Eleven Madison Avenue New York, NY 10010-3629

Attention:	Steve Winnert
Telephone:	(212) 325-2749
Facsimile:	(212) 325-3717

If to Issuer: Regeneron Pharmaceuticals, Inc.
777 Old Saw Mill River Road
Tarrytown, NY 10591-6707
Telephone: (914) 345-7400

14. Accounts for Payment:

To Dealer: The Bank of New York, NY
SWIFT: IRVTUS3N
Bank Routing: 021 000 018
Account Name: Credit Suisse International
Account No.: 890-0360-968

To Issuer: JPMorgan Chase

ABA No.:	021000021
Account No.:	6701772200
Swift Code:	CHASEUS33
Address:	JP Morgan Chase Bank, N.A. 106 Corporate Park Drive Floor 2 White Plains, NY 10604
Benefit of:	Regeneron Pharmaceuticals, Inc.
Bank Contact:	Elanor Barreto
Phone:	(914) 993-2241

15. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Issuer: To be advised.

Issuer hereby agrees (a) to check this Master Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Credit Suisse AG, New York Branch, Eleven Madison Avenue, New York, NY 10010-3629, Facsimile No. (212) 325-8173.

Yours faithfully,

CREDIT SUISSE INTERNATIONAL

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Bik Kwan Chung
Name: Bik Kwan Chung
Title: Authorized Signatory

CREDIT SUISSE AG, NEW YORK BRANCH
Acting solely as Agent in connection with the Transaction

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Michael Clark
Name: Michael Clark
Title: Managing Director

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Master Confirm]

EXHIBIT A
FORM OF WARRANT

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Issuer")

Telefax No.: (914) 593-1506

From: Credit Suisse AG, New York Branch ("Dealer")

Telefax No.: (212) 325 8173

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Warrants Issued by Regeneron Pharmaceuticals, Inc., between Dealer and Issuer, dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation").

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	October 21, 2011
Strike Price:	103.41
Premium:	USD23,450,000.00
Premium Payment Date:	October 21, 2011
Maximum Delivery Amount:	2,380,414

For each Component of the Transaction, the Number of Warrants and Expiration Date are as set forth below.

Component Number	Number of Warrants	Expiration Date
1.	14877	January 3, 2017
2.	14877	January 4, 2017
3.	14877	January 5, 2017
4.	14877	January 6, 2017
5.	14877	January 9, 2017
6.	14877	January 10, 2017
7.	14877	January 11, 2017
8.	14877	January 12, 2017
9.	14877	January 13, 2017
10.	14877	January 17, 2017
11.	14877	January 18, 2017
12.	14877	January 19, 2017
13.	14877	January 20, 2017
14.	14877	January 23, 2017
15.	14877	January 24, 2017
16.	14877	January 25, 2017
17.	14877	January 26, 2017
18.	14877	January 27, 2017
19.	14877	January 30, 2017
20.	14877	January 31, 2017
21.	14877	February 1, 2017
22.	14877	February 2, 2017
23.	14877	February 3, 2017
24.	14877	February 6, 2017
25.	14877	February 7, 2017
26.	14877	February 8, 2017
27.	14877	February 9, 2017
28.	14877	February 10, 2017
29.	14877	February 13, 2017
30.	14877	February 14, 2017
31.	14878	February 15, 2017
32.	14878	February 16, 2017
33.	14878	February 17, 2017
34.	14878	February 21, 2017
35.	14878	February 22, 2017
36.	14878	February 23, 2017
37.	14878	February 24, 2017
38.	14878	February 27, 2017
39.	14878	February 28, 2017
40.	14878	March 1, 2017
41.	14878	March 2, 2017
42.	14878	March 3, 2017
43.	14878	March 6, 2017
44.	14878	March 7, 2017
45.	14878	March 8, 2017
46.	14878	March 9, 2017
47.	14878	March 10, 2017
48.	14878	March 13, 2017
49.	14878	March 14, 2017
50.	14878	March 15, 2017
51.	14878	March 16, 2017
52.	14878	March 17, 2017
53.	14878	March 20, 2017

54.	14878	March 21, 2017
55.	14878	March 22, 2017
56.	14878	March 23, 2017
57.	14878	March 24, 2017
58.	14878	March 27, 2017
59.	14878	March 28, 2017
60.	14878	March 29, 2017
61.	14878	March 30, 2017
62.	14878	March 31, 2017
63.	14878	April 3, 2017
64.	14878	April 4, 2017
65.	14878	April 5, 2017
66.	14878	April 6, 2017
67.	14878	April 7, 2017
68.	14878	April 10, 2017
69.	14878	April 11, 2017
70.	14878	April 12, 2017
71.	14878	April 13, 2017
72.	14878	April 17, 2017
73.	14878	April 18, 2017
74.	14878	April 19, 2017
75.	14878	April 20, 2017
76.	14878	April 21, 2017
77.	14878	April 24, 2017
78.	14878	April 25, 2017
79.	14878	April 26, 2017
80.	14878	April 27, 2017

Issuer hereby agrees (a) to check this Master Confirmation carefully and immediately upon receipt so that errors or discrepancies can be promptly identified and rectified and (b) to confirm that the foregoing (in the exact form provided by Dealer) correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and immediately returning an executed copy to Credit Suisse AG, New York Branch, Eleven Madison Avenue, New York, NY 10010-3629, Facsimile No. (212) 325-8173.

Yours faithfully,

CREDIT SUISSE INTERNATIONAL

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Bik Kwan Chung
Name: Bik Kwan Chung
Title: Authorized Signatory

CREDIT SUISSE AG, NEW YORK BRANCH
Acting solely as Agent in connection with the Transaction

By: /s/ Louis J. Impellizeri
Name: Louis J. Impellizeri
Title: Authorized Signatory

By: /s/ Michael Clark
Name: Michael Clark
Title: Managing Director

Agreed and Accepted By:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Confirm]

Exhibit 10.7

Execution Version

MASTER TERMS AND CONDITIONS FOR CONVERTIBLE BOND HEDGING TRANSACTIONS
BETWEEN MORGAN STANLEY & CO. INTERNATIONAL PLC AND REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Base Additional Convertible Bond Hedging Transactions (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for convertible bond hedging transactions to be entered into between Morgan Stanley & Co. International plc ("Dealer") and Regeneron Pharmaceuticals, Inc. ("Counterparty"). Each such transaction (a "Transaction") entered into between Dealer and Counterparty that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Counterparty and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first" and (ii) the election of United States dollars as the Termination Currency) between Dealer and Counterparty, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Unit shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Counterparty or any confirmation or other agreement between Dealer and Counterparty pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Counterparty, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Counterparty are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Counterparty and Dealer with respect to such Transaction.

Each Transaction to which a Confirmation relates is a Convertible Bond Hedging Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions (and references herein to "Units" shall be deemed to be references to "Options" for purposes of the Definitions), and shall have the following terms:

Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Option Type:	Call
Option Style:	Modified American (as described below)
Seller:	Dealer
Buyer:	Counterparty
Shares:	The Common Stock of Counterparty, par value USD0.001 per share (Ticker Symbol: "REGN").
Convertible Notes:	As set forth in the Confirmation for such Transaction
Indenture:	As set forth in the Confirmation for such Transaction
Number of Units:	As set forth in the Confirmation for such Transaction.
Unit Entitlement:	As set forth in the Confirmation for such Transaction
Strike Price:	As set forth in the Confirmation for such Transaction
Applicable Percentage:	As set forth in the Confirmation for such Transaction
Number of Shares:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchange:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence and during the continuation of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with

respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Counterparty shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Counterparty in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. <u>Procedure for Exercise</u>:

Exercise Dates:	Each Conversion Date.
Conversion Date:	Each "Conversion Date", as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights".
Required Exercise on Conversion Dates:	On each Conversion Date, a number of Units equal to the number of Convertible Notes in denominations of USD1,000 principal amount satisfying all of the requirements for conversion on such Conversion Date in accordance with the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Procedures" shall be automatically exercised, subject to "Notice of Exercise" below.
Expiration Date:	As set forth in the Confirmation for such Transaction
Multiple Exercise:	Applicable, as provided above under "Required Exercise on Conversion Dates".
Minimum Number of Units:	Zero
Maximum Number of Units:	Number of Units
Integral Multiple:	Not Applicable

Automatic Exercise:	As provided above under “Required Exercise on Conversion Dates”.
Notice of Exercise:	Notwithstanding anything to the contrary in the Definitions, Dealer shall have no obligation to make any payment or delivery in respect of any exercise of Units hereunder unless Counterparty notifies Seller in writing prior to 3:00 PM, New York City time, on the Scheduled Trading Day immediately preceding the first “Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) of the “Cash Settlement Averaging Period”, as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”, relating to the Convertible Notes converted on the Conversion Date relating to the relevant Exercise Date (the “Notice Deadline”) of (i) the number of Units being exercised on such Exercise Date, (ii) if applicable, the scheduled commencement date of the “Cash Settlement Averaging Period” for the Convertible Notes converted on the Conversion Date corresponding to such Exercise Date, (iii) whether Counterparty will satisfy its conversion obligation with respect to such Convertible Notes solely in cash (“Cash Settlement”), through delivery of a combination of cash and Shares (“Combination Settlement”) or solely in Shares (“Physical Settlement”; each of Cash Settlement, Combination Settlement and Physical Settlement, a “Settlement Method”) and (iv) in the case of Combination Settlement, the applicable “Specified Dollar Amount” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”), if other than $1,000; provided that if the Conversion Date for such Unit occurs on of after June 1, 2016 (the “Final Averaging Period Date”), the notice need not contain the information described in clause (ii) above, the Company may provide Dealer with a single notice with respect to the information described in clause (i) above, and the Notice Deadline with respect to (x) the information described in clause (i) above shall be 3:00 p.m, New York City time, on the “Scheduled Trading Day” (as defined in the Indenture as described in the Offering Memorandum under “Description of Notes—Conversion Rights—Settlement upon Conversion”) immediately preceding the Expiration Date and (y) the information described in clauses (iii) and (iv) above shall be 3:00 p.m., New York City time on the Scheduled Trading Day prior to the Final Averaging Period Date; provided further that, notwithstanding the foregoing (except in the case of a “Cash Settlement Averaging Period” that commences on or after the Final Averaging Period Date), such notice shall be effective even if given after the Notice Deadline so long as such notice is given prior to 3:00 p.m., New York City time, on the fifth Exchange Business Day of such “Cash Settlement Averaging Period”, in which event the

Calculation Agent shall have the right to adjust the Delivery Obligation as appropriate to reflect the additional costs (including, but not limited to, hedging mismatches and market losses) and expenses incurred by Dealer in connection with its hedging activities (including the unwinding of any hedge position) as a result of its not having received such notice prior to the Notice Deadline.

Notwithstanding anything to the contrary herein, in the Indenture or the Notice of Exercise, for purposes of the Transactions hereunder, with respect to any Conversion Date, Seller's Delivery Obligation shall be calculated by the Calculation Agent as if Counterparty had elected Combination Settlement with a "Specified Dollar Amount" for the Convertible Notes equal to $1,000 pursuant to clause (iii) above, unless Counterparty provides timely notice of the applicable Settlement Method in its Notice of Exercise as set forth above. If such Notice of Exercise specifies a Settlement Method other than Combination Settlement with a "Specified Dollar Amount" under the Indenture of $1,000, Counterparty shall be deemed to have represented to Dealer that, as of the date of its election of a Settlement Method, it is not in possession of any material non-public information with respect to itself or the Shares.

5. Settlement Terms:

Settlement Date:	In respect of an Exercise Date occurring on a Conversion Date, the settlement date for the Shares and/or cash to be delivered under the Convertible Notes converted on such Conversion Date under the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion"); provided that the Settlement Date will not be prior to the date one Settlement Cycle following the final day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to such Conversion Date.
Delivery Obligation:	In lieu of the obligations set forth in Sections 8.1 and 9.1 of the Definitions, and subject to "Notice of Exercise" above, with respect to each Unit exercised on a Conversion Date, Seller will deliver to Counterparty on the related Settlement Date, (i) if Cash Settlement or Combination Settlement with a "Specified Dollar Amount" of USD 1,000 or more applies to such Conversion Date pursuant to the terms of the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights"), the product of the Applicable Percentage and a number of Shares and/or an amount in cash in USD equal to the number of Shares and/or amount of cash in USD in excess of USD 1,000 that Counterparty is obligated to deliver to the holder of USD 1,000 principal amount of such Convertible Notes pursuant to the Settlement Provision of the Indenture (as

defined in the Confirmation) or (ii) if Physical Settlement or Combination Settlement with a "Specified Dollar Amount" of less than USD 1,000 applies to such Conversion Date pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion", the product of the Applicable Percentage and a number of Shares equal to the number of Shares that Counterparty would have been obligated to deliver to the holder of USD 1,000 principal amount of Convertible Notes converted on such Conversion Date pursuant to the Settlement Provision of the Indenture, as determined by the Calculation Agent, except that for all purposes hereunder (a) Combination Settlement shall be deemed to apply to such Convertible Notes (notwithstanding the provisions of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with a "Specified Dollar Amount" of USD 1,000, (b) each reference to "forty" in the definitions of "Cash Settlement Averaging Period", "Daily Conversion Value", "Daily Measurement Value" and "Daily Settlement Amount" under the Indenture (each as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") and the Settlement Provision of the Indenture shall be deemed replaced with "eighty", (c) the reference to "one-fortieth (1/40th)" in the definition of "Daily Conversion Value" shall be deemed replaced with "one-eightieth (1/80th)" and (d) the reference to "the 42nd Scheduled Trading Day" in the definition of "Cash Settlement Averaging Period" shall be deemed replaced with "the 82nd Scheduled Trading Day";

provided that, in the case of clause (i) or (ii) above, in no event shall the sum of (A) the amount of cash, if any, paid by Dealer upon exercise of any Unit and (B) the number of Shares delivered upon exercise of such Unit *multiplied by* the Applicable Limit Price on the Settlement Date for such Unit; and

provided further that, in the case of clause (i) or (ii) above, the Delivery Obligation shall be determined excluding any Shares (or cash) that Counterparty is obligated to deliver to holder(s) of the Convertible Notes as a result of any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture (as defined in the Confirmation).

Notwithstanding the foregoing, if any exercise hereunder relates to a conversion of Convertible Notes in connection with which holders thereof are entitled to receive additional Shares and/or cash pursuant to the adjustments to the Conversion Rate set forth in the Make-whole Provision of the Indenture (as defined in the Confirmation), then the Delivery Obligation shall include such additional Shares and/or cash (subject to the deemed application of Combination Settlement

as set forth in clause (ii) above), except that the Delivery Obligation shall be capped so that the value of the Delivery Obligation (with the value of any such additional Shares included in the Delivery Obligation determined by the Calculation Agent using the "Daily VWAP" on the last day of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date) does not exceed the amount as determined by the Calculation Agent that would be payable by Dealer pursuant to Section 6 of the Agreement if such Conversion Date were an Early Termination Date resulting from an Additional Termination Event with respect to which the Transaction (except that, for purposes of determining such amount, (x) the Number of Units shall be deemed to be equal to the number of Units exercised on such Exercise Date and (y) such amount payable pursuant to Section 6 of the Agreement will be determined as if the Make-whole Provision of the Indenture were deleted but will, for the avoidance of doubt, take into account the time value of the Transaction assuming an Expiration Date on the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General"), without regard to any requirement for the occurrence of a Conversion Date or delivery of a Notice of Exercise or Notice of Delivery Obligation) was the sole Affected Transaction and Counterparty was the sole Affected Party (determined without regard to Section 11(b) of this Master Confirmation).

Dealer will deliver cash in lieu of any fractional Shares to be delivered valued at the "Daily VWAP" for the last "Trading Day" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date.

For the avoidance of doubt, if the sum of the "Daily Conversion Values" for all "Trading Days" of the "Cash Settlement Averaging Period" that applies (or is deemed to apply) to the relevant Conversion Date is less than or equal to USD1,000, Seller will have no delivery obligation hereunder in respect of such Conversion Date.

For the further avoidance of doubt, Dealer will have no delivery obligation hereunder in respect of any "Distributed Property" delivered by Counterparty to the holders of Convertible Notes pursuant to the Conversion Rate Adjustment Fallback Provision.

Applicable Limit:

For any Unit, an amount of cash equal to the Applicable Percentage *multiplied by* the excess of (i) the aggregate of (A) the amount of cash, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note and (B) the number of Shares, if any, delivered to the holder of the related Convertible Note upon conversion of such Convertible Note *multiplied by* the Applicable Limit Price on the settlement date for the cash and/or Shares delivered upon conversion of the related Convertible Note over (ii) USD 1,000.

Applicable Limit Price:	On any day, the opening price as displayed under the heading "Op" on Bloomberg page REGN.Q <equity> (or any successor thereto).
Excluded Provisions:	As set forth in the Confirmation for such Transaction.
Make-whole Provision:	As set forth in the Confirmation for such Transaction.
Notice of Delivery Obligation:	No later than the Scheduled Trading Day immediately following the last day of the "Cash Settlement Averaging Period", Counterparty shall give Seller notice of the final number of Shares and/or amount of cash (the "Convertible Obligation") it is required to deliver under the Indenture (as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Settlement upon Conversion") with respect to the relevant Conversion Date; provided that, with respect to any Exercise Date occurring on or after the Final Averaging Period Date, Counterparty may provide Dealer with a single notice of the aggregate number of Shares and/or the amount of cash comprising the Convertible Obligation for all Exercise Dates occurring on or after such Scheduled Trading Day (it being understood, for the avoidance of doubt, that the requirement of Counterparty to deliver such notice shall not limit Counterparty's obligations with respect to Notice of Exercise, as set forth above, in any way).
Other Applicable Provisions:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement applied to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Buyer is the issuer of the Shares. In addition, notwithstanding anything to the contrary in the Definitions, Seller may, in whole or in part, deliver Shares in certificated form representing the Delivery Obligation to Counterparty in lieu of delivery through the Clearance System.

6. Adjustments:

Method of Adjustment:	Notwithstanding Section 11.2 of the Definitions, upon the occurrence of any event or condition set forth in the Dilution Provision of the Indenture (as defined in the Confirmation), the Calculation Agent shall make the corresponding adjustment in respect of any one or more of the Strike Price, Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of such Transaction, to the extent an analogous adjustment is made under the Indenture. For the avoidance of doubt, in no event

shall there be any adjustment hereunder as a result of an adjustment to the "Conversion Rate" pursuant to the Excluded Provisions of the Indenture.

7. Extraordinary Events:

Merger Events: Notwithstanding Section 12.1(b) of the Definitions, a "Merger Event" means the occurrence of any event or condition set forth in the Merger Provision of the Indenture (as defined in the Confirmation).

As soon as reasonably practicable following the public announcement of any Merger Event or any public filing with respect to any Merger Event, Counterparty shall notify the Calculation Agent of such Merger Event; and once the adjustments to be made to the terms of the Indenture (as described in the Offering Memorandum in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments") and the Convertible Notes in respect of such Merger Event have been determined, Counterparty shall immediately notify the Calculation Agent in writing of the details of such adjustments.

Notice of Merger Consideration: Upon the occurrence of a Merger Event that causes the Shares to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of election of the holders of Shares), Counterparty shall promptly (but in any event prior to the Merger Date) notify the Calculation Agent of the details of the adjustment made under the Indenture in respect of such Merger Event.

Tender Offer: Applicable. Notwithstanding Section 12.1(d) of the Definitions, a "Tender Offer" means the occurrence of any event or condition set forth in the Tender Offer Provision of the Indenture (as described in the Offering Memorandum in clause (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments").

Consequences of Merger Events and Tender Offers:

Notwithstanding Sections 12.2 and 12.3 of the Definitions, upon the occurrence of a Merger Event or Tender Offer, the Calculation Agent shall make a corresponding adjustment in respect of any adjustment under the Indenture to any one or more of the nature of the Shares, the Strike Price, the Number of Units, the Unit Entitlement and any other variable relevant to the exercise, settlement or payment of the Transaction, to the extent an analogous adjustment is made under the Indenture (as described in the Offering Memorandum in clause (5) and in the sixth and seventh to last paragraphs under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"); provided that (i) such adjustment shall be made without regard to any adjustment to the Conversion Rate

	for the issuance of additional shares as set forth in the Excluded Provisions of the Indenture; (ii) if such adjustment would (but for this clause (ii)) result in the Shares including (or, at the option of a holder of Shares, may include) shares of an entity or person not organized under the laws of the United States, any State thereof or the District of Columbia, no such adjustment shall be made and Cancellation and Payment (Calculation Agent Determination) shall apply; and (iii) if Counterparty will not be the Issuer following such Merger Event or Tender Offer, then (a) the Calculation Agent shall make any adjustment(s) to the valuation, exercise, settlement or other terms of the Transaction that the Calculation Agent determines appropriate to account for the effect on the Transaction of such Merger Event or (b) if (x) the Calculation Agent determines that no adjustment it could make under clause (a) above will produce a commercially reasonable result or (y) Counterparty and the Issuer following such Merger Event or Tender Offer do not enter into such documentation containing representations, warranties and agreements relating to securities law and other issues, as requested by Dealer that Dealer has determined, in its reasonable discretion, to be necessary or appropriate to allow Dealer to continue as a party to the Transaction (giving effect to any adjustments pursuant to clause (a) above) and to preserve its hedging activities in connection with the Transaction in a manner compliant with applicable legal, regulatory and self- regulatory requirements, and with related policies and procedures applicable to Dealer, Cancellation and Payment (Calculation Agent Determination) shall apply.
Dilution Provision:	As set forth in the Confirmation for such Transaction.
Merger Provision:	As set forth in the Confirmation for such Transaction.
Tender Offer Provision:	As set forth in the Confirmation for such Transaction.
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

8. Additional Disruption Events:

Change in Law:	Applicable; provided that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase “the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation," and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Applicable; provided that Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing and other terms."
Increased Cost of Hedging:	Not Applicable
Determining Party	For all applicable Additional Disruption Events, Dealer.

9. Acknowledgements:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

10. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act of 1933, as amended (the "Securities Act"); and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Counterparty hereby represents and warrants to, and agrees with, Dealer on the Trade Date of each Transaction that:

(i) its financial condition is such that it has no need for liquidity with respect to its investment in such Transaction and no need to dispose of any portion thereof to satisfy any existing or contemplated undertaking or indebtedness;

(ii) its investments in and liabilities in respect of such Transaction, which it understands are not readily marketable, are not disproportionate to its net worth, and it is able to bear any loss in connection with such Transaction, including the loss of its entire investment in such Transaction;

(iii) it understands that Dealer has no obligation or intention to register such Transaction under the Securities Act or any state securities law or other applicable federal securities law;

(iv) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(v) RESERVED

(vi) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(vii) It is not, on the date hereof, and will not be, on any date on which it elects to require Dealer to satisfy any Dealer Payment Obligation by delivery of Termination Delivery Units pursuant to Section 11(b) below, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(viii) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(ix) RESERVED

(x) on each of the Trade Date Counterparty is not, and on the Premium Payment Date will not be, "insolvent" (as such term is defined under Section 101(32) of the U.S. Bankruptcy Code (Title 11 of the United States Code) (the "Bankruptcy Code")), and Counterparty would be able to purchase the Shares hereunder in compliance with the laws of the jurisdiction of Counterparty's incorporation;

(xi) RESERVED

(xii) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(xiii) without limiting the generality of Section 13.1 of the Definitions, Counterparty acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xiv) RESERVED

(xv) Counterparty shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of such Transaction and reasonably acceptable to Dealer in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement;

(xvi) Counterparty is not on the Trade Date of any Transaction engaged in and will not, during any period starting on the Trade Date of any Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement; and

(xvii) on the Trade Date, neither Counterparty nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("Rule 10b-18")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument other than the Transaction or any other similar transaction) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares.

11. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the 1992 ISDA Master Agreement (Multicurrency–Cross Border).

(b) Alternative Calculations and Dealer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 11(c) below, Dealer owes Counterparty any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (a "Dealer Payment Obligation"), Counterparty shall have the right, in its sole discretion, to require Dealer to satisfy any such Dealer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Dealer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, Tender Offer Date, Announcement Date (in the case of Nationalization, Insolvency or Delisting), Early Termination Date or other date of cancellation or termination, as applicable ("Notice of Dealer Termination Delivery"); provided that if Counterparty does not validly so elect to require Dealer to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, Dealer shall have the right, in its sole discretion, to elect to satisfy its Dealer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Counterparty's failure to elect or election to the contrary; and provided further that Counterparty shall not have the right to so elect (but, for the avoidance of doubt, Dealer shall have the right to so elect) in the event of (i) an Extraordinary Event in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (ii) an Event of Default in which Counterparty is the Defaulting Party or a Termination Event in which Counterparty is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Counterparty's control. Within a commercially reasonable period of time following receipt of a Notice of Dealer Termination Delivery or such notice by Dealer to Counterparty, as the case may be, Dealer shall deliver to Counterparty a number of Termination Delivery Units having a cash value equal to the amount of such Dealer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be purchased over a commercially reasonable period of time with the cash equivalent of such payment obligation).

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Counterparty provides irrevocable written notice to the Calculation Agent on or prior to the Closing Date that it elects to have Dealer deliver cash, New Shares or a combination thereof (in such proportion as Counterparty designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

If the provisions of this paragraph (b) are applicable, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if "Physical Settlement" applied to the Transaction, except that all references to "Shares" shall be read as references to "Termination Delivery Units"; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws as a result of the fact that Buyer is the issuer of any Termination Delivery Units (or any part thereof). In addition, notwithstanding anything to the contrary in the Definitions, Dealer may, in whole or in part, deliver securities comprising Termination Delivery Units in certificated form to Counterparty in lieu of delivery through the Clearance System.

(c) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Counterparty, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(d) Transfer and Assignment. Counterparty may transfer any of its rights or obligations under any Transaction with the prior written consent of the Dealer, such consent not to be unreasonably withheld. Dealer may transfer or assign without any consent of Counterparty its rights and obligations hereunder or under the Agreement, in whole or in part, to any of its affiliates; provided that Counterparty shall have recourse to Dealer in the event of the failure by the transferee to perform any of its obligations hereunder. At any time at which (1) Dealer and any of its affiliates subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Dealer (collectively, "Dealer Group") or any person whose ownership position would be aggregated with that of Dealer or Dealer Group (Dealer, Dealer Group or any such person, a "Dealer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Dealer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 1% of the number of Shares outstanding on the date of determination (such condition, an "Excess Ownership Position") or (2) the Units Equity Percentage exceeds 9.0%, if Dealer, in its discretion, is unable to effect a transfer or assignment to a third party in accordance with the requirements set forth above after using its commercially reasonable efforts on pricing and other terms reasonably acceptable to Dealer

within a time period reasonably acceptable to Dealer such that an Excess Ownership Position no longer exists or that the Units Equity Percentage is equal to or less than 9.0%, as the case may be, Dealer may designate any Scheduled Trading Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of the Transaction, such that such Excess Ownership Position no longer exists or the Units Equity Percentage following such partial termination is equal to or less than 9.0%, as the case may be. In the event that Dealer so designates an Early Termination Date with respect to a portion of the Transaction, a payment or delivery shall be made pursuant to Section 6 of the Agreement and Section 11(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to the Terminated Portion of the Transaction, (ii) Counterparty shall be the sole Affected Party with respect to such partial termination and (iii) such portion of the Transaction shall be the only Terminated Transaction. The "Units Equity Percentage" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the total Number of Shares for all Transactions hereunder and (B) the denominator of which is the number of Shares outstanding.

(e) Additional Termination Events. For any Transaction:

(i) The occurrence of an event of default with respect to Counterparty under the terms of the Convertible Notes for such Transaction that results in an acceleration of such Convertible Notes pursuant to the terms of the Indenture as described in the Offering Memorandum under "Description of Notes—Events of Default" for such Transaction shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following acceleration of such Convertible Notes (unless otherwise agreed by the parties).

(ii) The occurrence of any amendment, modification, supplement or waiver of any term of the Indenture as described in the Offering Memorandum under "Description of Notes—Modification and Amendment" for such Transaction or the Convertible Notes for such Transaction governing the principal amount, coupon, maturity, repurchase obligation of Counterparty, redemption right of Counterparty, any term relating to conversion or settlement of the Convertible Notes for such Transaction (including changes to the conversion rate or price, conversion settlement dates, conversion conditions or provisions related to adjustments to the "Conversion Rate"), or any term that would require consent of the holders of not less than 100% of the principal amount of the Convertible Notes for such Transaction to amend, in each case without the prior consent of Seller, such consent not to be unreasonably withheld, shall be an Additional Termination Event with respect to which (A) such Transaction is the sole Affected Transaction, (B) Counterparty shall be the sole Affected Party and (C) Seller shall be the party entitled to designate an Early Termination Date pursuant to Section 6(b) of the Agreement.

(iii) The repurchase or cancellation of Convertible Notes (whether pursuant to the provision of the Indenture as described in the Offering Memorandum under "Description of Notes—Fundamental Change Permits Holders to Require Us to Purchase Notes" or otherwise) shall be an Additional Termination Event with respect to which (A) the sole Affected Transaction shall be the portion of the Transaction corresponding to the number of Units (the "Note Repurchase Units") equal to the lesser of (x) the aggregate principal amount of such Convertible Notes specified in Counterparty's Note Repurchase Notice *divided by* USD 1,000 and (y) the Number of Units as of the date Dealer designates such Early Termination Date; and, as of such date, the Number of Units shall be reduced by the number of Repurchase Units, (B) Counterparty shall be the sole Affected Party and (C) Seller shall designate an Early Termination Date pursuant to Section 6(b) of the Agreement, which shall be no later than the fifth Exchange Business Day following receipt of such Note Repurchase Notice (unless otherwise agreed by the parties); provided that Counterparty shall provide Dealer a notice (any such notice, a "Repurchase Notice") no later than the third Exchange Business Day following any such repurchase or cancellation specifying the aggregate principal amount of Convertible Notes so repurchased or cancelled.

(f) Status of Claims in Bankruptcy. Dealer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Dealer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of

Counterparty; provided that nothing herein shall limit or shall be deemed to limit Dealer's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Dealer's rights in respect of any transactions other than the Transactions.

(g) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Counterparty under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, then the obligations of Counterparty hereunder will not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Counterparty collateralizes obligations to Dealer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(h) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Dealer to purchase, sell, receive or deliver any shares or other securities to or from Counterparty, Dealer may designate any of its affiliates to purchase, sell, receive or deliver such shares or other securities and otherwise to perform Dealer's obligations in respect of this Transaction and any such designee may assume such obligations. Dealer shall be discharged of its obligations to Counterparty to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Counterparty's monetary damages and Counterparty hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(i) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(j) Waiver of Trial by Jury. EACH OF COUNTERPARTY AND DEALER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS TRANSACTION OR THE ACTIONS OF DEALER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(k) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(l) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual

right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(m) Extension of Settlement. Dealer may postpone, in whole or in part, any Exercise Date or any other date of valuation or delivery by Dealer or add additional Settlement Dates or other dates of valuation or delivery by Dealer, with respect to some or all of the relevant Units (in which event the Calculation Agent shall make appropriate adjustments to the Delivery Obligation), if Dealer determines, in its good-faith reasonable discretion based on the advise of counsel, that such extension is necessary or advisable (x) to preserve Dealer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions in the cash market, the stock borrow market or other relevant market (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade Date, as determined by Calculation Agent) or (y) to enable Dealer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Dealer were Counterparty or an affiliated purchaser of Counterparty, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(n) Staggered Settlement. If upon advice of counsel with respect to applicable legal and regulatory requirements, including any requirements relating to Dealer's hedging activities hereunder, Dealer reasonably determines that it would not be practicable or advisable to deliver, or to acquire Shares to deliver, any or all of the Shares to be delivered by Dealer on the Settlement Date for the Transaction, Dealer may, by notice to the Counterparty prior to any Settlement Date (a "Nominal Settlement Date"), elect to deliver the Shares on two or more dates (each, a "Staggered Settlement Date") or at two or more times on the Nominal Settlement Date as follows:

(i) in such notice, Dealer will specify to Counterparty the related Staggered Settlement Dates (each of which will be on or prior to such Nominal Settlement Date, but not prior to the beginning of such "Cash Settlement Averaging Period") or delivery times and how it will allocate the Shares it is required to deliver under "Net Share Settlement Amount" (above) among the Staggered Settlement Dates or delivery times; and

(ii) the aggregate number of Shares that Dealer will deliver to Counterparty hereunder on all such Staggered Settlement Dates and delivery times will equal the number of Shares that Dealer would otherwise be required to deliver on such Nominal Settlement Date.

(o) Repurchase Notices. Counterparty shall, on any day on which Counterparty effects any repurchase of Shares, promptly give Dealer a written notice of such repurchase (a "Repurchase Notice") on such day if, following such repurchase, the Units Equity Percentage as determined on such day is (i) equal to or greater than 4.5% and (ii) greater by 0.5% than the Units Equity Percentage included in the immediately preceding Repurchase Notice (or, in the case of the first such Repurchase Notice, greater by 0.5% than the Units Equity Percentage as of the date hereof). Counterparty agrees to indemnify and hold harmless Dealer and its Affiliates and their respective officers, directors and controlling persons (each, a "Section 16 Indemnified Person") from and against any and all losses (including losses relating to Dealer's hedging activities as a consequence of becoming, or of the risk of becoming, subject to the reporting and profit disgorgement provisions of Section 16 of the Exchange Act, including without limitation, any forbearance from hedging activities or cessation of hedging activities and any losses in connection therewith with respect to any Transaction), claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees), joint or several, to which a Section 16 Indemnified Person may become subject, as a result of Counterparty's failure to provide Dealer with a Repurchase Notice on the day and in the manner specified in this paragraph (o), to reimburse, within 30 days, upon written request, each such Section 16

Indemnified Person for any reasonable legal or other expenses incurred in connection with investigating, preparing for, providing testimony or other evidence in connection with or defending any of the foregoing. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Section 16 Indemnified Person, such Section 16 Indemnified Person shall promptly notify Counterparty in writing, and Counterparty, upon request of such Section 16 Indemnified Person, shall retain counsel reasonably satisfactory to such Section 16 Indemnified Person to represent such Section 16 Indemnified Person and any others Counterparty may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. Counterparty shall be relieved from liability to the extent that such Section 16 Indemnified Person fails to promptly notify Counterparty of any action commenced against it in respect of which indemnity may be sought hereunder; provided, that failure to notify Counterparty (i) shall not relieve Counterparty from any liability hereunder to the extent it is not materially prejudiced as a result thereof and (ii) shall not, in any event, relieve Counterparty from any liability that it may have otherwise than on account of this paragraph (o). Counterparty shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, Counterparty agrees to indemnify any Section 16 Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Counterparty shall not, without the prior written consent of each Section 16 Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Section 16 Indemnified Person is or could have been a party and indemnity could have been sought hereunder by any such Section 16 Indemnified Person, unless such settlement includes an unconditional release of each such Section 16 Indemnified Person from all liability on claims that are the subject matter of such proceeding on terms reasonably satisfactory to each such Section 16 Indemnified Person. If the indemnification provided for in this paragraph (o) is unavailable to a Section 16 Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then Counterparty, in lieu of indemnifying such Section 16 Indemnified Person thereunder, shall contribute to the amount paid or payable by such Section 16 Indemnified Person as a result of such losses, claims, damages or liabilities. The remedies provided for in this paragraph (o) are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Section 16 Indemnified Person at law or in equity. The indemnity and contribution agreements contained in this paragraph (o) shall remain operative and in full force and effect regardless of the termination of any Transaction.

(p) Early Unwind. In the event the sale of Convertible Notes for any Transaction hereunder is not consummated with the Initial Purchasers for any reason by the close of business in New York City on the Early Unwind Date set forth in the Confirmation for such Transaction, such Transaction shall automatically terminate on such Early Unwind Date and (i) such Transaction and all of the respective rights and obligations of Dealer and Counterparty under such Transaction shall be cancelled and terminated and (ii) each party shall be released and discharged by the other party from and agrees not to make any claim against the other party with respect to any obligations or liabilities of the other party arising out of and to be performed in connection with such Transaction either prior to or after such Early Unwind Date; provided that Counterparty shall purchase from Dealer on such Early Unwind Date all Shares purchased by Dealer or one or more of its Affiliates in connection with such Transaction. The purchase price paid by Counterparty shall be Dealer's actual cost of such Shares as Dealer informs Counterparty and shall be paid in immediately available funds on such Early Unwind Date.

(q) Registration. Counterparty hereby agrees that if the Shares (the "Hedge Shares") acquired by Dealer for the purpose of hedging its obligations pursuant to the Transaction, in Dealer's good-faith reasonable judgment based on advice of counsel, cannot be sold in the U.S. public market by Dealer without registration under the Securities Act, Counterparty shall, at its election: (i) in order to allow Dealer to sell the Hedge Shares in a registered offering, make available to Dealer an effective registration statement under the Securities Act to cover the resale of such Hedge Shares and (A) enter into an agreement, in form and substance reasonably satisfactory to Dealer and Counterparty, substantially in the form of an underwriting agreement for a registered secondary offering, (B) provide accountant's "comfort" letters in customary form for registered offerings of equity securities, (C) provide disclosure opinions of nationally recognized outside counsel to Counterparty reasonably acceptable to Dealer, (D) provide other customary opinions, certificates and closing documents customary in form for registered offerings of equity securities and (E) afford Dealer a reasonable opportunity to conduct a "due diligence" investigation with respect to Counterparty customary in scope for underwritten offerings of equity

securities; provided that if Dealer, in its sole reasonable discretion, is not satisfied with access to due diligence materials, the results of its due diligence investigation, or the procedures and documentation for the registered offering referred to above, then clause (ii) or (iii) of this paragraph (q) shall apply at the election of Counterparty; (ii) in order to allow Dealer to sell the Hedge Shares in a private placement, enter into a private placement agreement substantially similar to private placement agreements customary for private placements of equity securities, in form and substance reasonably satisfactory to Dealer and Counterparty, including customary representations, covenants, blue sky and other governmental filings and/or registrations, indemnities to Dealer, due diligence rights (for Dealer or any designated buyer of the Hedge Shares from Dealer), opinions and certificates and such other documentation as is customary for private placement agreements, all reasonably acceptable to Dealer (in which case, the Calculation Agent shall make any adjustments to the terms of the Transaction that are necessary, in its reasonable judgment, to compensate Dealer for any discount from the public market price of the Shares incurred on the sale of Hedge Shares in a private placement); or (iii) purchase the Hedge Shares from Dealer at the price displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> AQR (or any successor thereto) in respect of the period from the scheduled opening time of the Exchange to the Scheduled Closing Time of the Exchange on a relevant Exchange Business Day (or if such volume-weighted average price is unavailable, the market value of one Share on such Exchange Business Day, as determined by the Calculation Agent using a volume-weighted method) on such Exchange Business Days, and in the amounts requested by Dealer. For the avoidance of doubt, under no circumstances shall Counterparty be obligated to make the election described in clause (iii) of the preceding sentence.

(r) Conversion Rate Adjustments. Counterparty shall provide to Dealer written notice, promptly following the public announcement of any transaction or event (a "Conversion Rate Adjustment Event") that is reasonably expected to lead to an increase in the Conversion Rate (as such term is defined in the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—General"), and, once the adjustments to the Conversion Rate as a result of such Conversion Rate Adjustment Event have been determined, shall notify Dealer in writing of the details of such adjustments.

(s) Delivery or Receipt of Cash. For the avoidance of doubt, other than receipt of the Premium by Buyer, nothing in the Agreement, the Definitions, this Master Confirmation or any Confirmation hereunder shall be interpreted as requiring Counterparty to deliver or receive cash in respect of the settlement of the Transactions contemplated by this Master Confirmation and any Confirmation hereunder, except in circumstances where the cash settlement thereof is within Counterparty's control (including, without limitation, where an Event of Default by Counterparty has occurred under Section 5(a)(ii) or Section 5(a)(iv) of the Agreement, where Counterparty elects to deliver or receive cash or fails timely to elect to deliver or receive Termination Delivery Units in respect of the settlement of such Transaction) or in those circumstances in which holders of the Shares would also receive cash.

(t) Agent of Dealer. Morgan Stanley & Co. Incorporated ("**MS&CO**") is acting as agent for both parties but does not guarantee the performance of either party. Neither Dealer nor Counterparty shall contact the other with respect to any matter relating to the Transaction without the direct involvement of MS&CO; (ii) MS&CO, Dealer and Counterparty each hereby acknowledges that any transactions by Dealer or MS&CO with respect to Shares will be undertaken by Dealer as principal for its own account; (iii) all of the actions to be taken by Dealer and MS&CO in connection with the Transaction shall be taken by Dealer or MS&CO independently and without any advance or subsequent consultation with Counterparty; and (iv) MS&CO is hereby authorized to act as agent for Counterparty only to the extent required to satisfy the requirements of Rule 15a-6 under the Exchange Act in respect of the Transaction.

12. Addresses for Notice:

If to dealer:	Morgan Stanley & Co. International plc c/o Morgan Stanley & Co. LLC 1585 Broadway, 5th Floor New York, NY 10036
Attention:	Todd Bosch
Telephone:	(212) 761-5438
Facsimile:	(212) 507-4888
Email:	Todd.Bosch@morganstanley.com
With a copy to:	Morgan Stanley & Co. International c/o Morgan Stanley & Co. 1585 Broadway 4th Floor New York, NY 10036
Attention:	Rizvan Dhalla
Telephone:	(212) 761-5468
Facsimile:	(212) 507-4093
Email:	Rizvan.Dhalla@morganstanley.com
If to Counterparty:	Regeneron Pharmaceuticals, Inc. 777 Old Saw Mill River Road Tarrytown, NY 10591-6707 Telephone: (914) 345-7400

13. Accounts for Payment:

To Dealer:	Citibank, N.A. SWIFT: CITIUS33 Bank Routing: 021-000-089 Account Name: Morgan Stanley and Co. Account No. : 30632076

Dealer Payment Instructions: To be provided by Dealer.

Counterparty Payment / Share Delivery Instructions: To be provided by Counterparty.

To Counterparty:	JPMorgan Chase	
	ABA No.:	021000021
	Account No.:	6701772200
	Swift Code:	CHASEUS33
	Address:	JP Morgan Chase Bank, N.A. 106 Corporate Park Drive Floor 2 White Plains, NY 10604
	Benefit of:	Regeneron Pharmaceuticals, Inc.
	Bank Contact:	Elanor Barreto
	Phone:	(914) 993-2241

14. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Counterparty: To be advised.

15. Amendments to Definitions:

Section 12.9(b)(i) of the Definitions is hereby amended by (1) replacing “either party may elect” with “Dealer may elect” and (2) replacing “notice to the other party” with “notice to Counterparty” in the first sentence of such section.

Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and returning an executed copy to us.

Yours faithfully,

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ Rajul Patel
Name: Rajul Patel
Title: Authorized Signatory

MORGAN STANLEY & CO. LLC
as Agent

By: /s/ Serkman Savasoglu
Name: Serkman Savasoglu
Title: Managing Director

Accepted and confirmed
as of the Trade Date:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Authorized Signatory
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

EXHIBIT A
FORM OF CONVERTIBLE BOND HEDGING TRANSACTION CONFIRMATION

CONFIRMATION

Date: October 18, 2011

To: Regeneron Pharmaceuticals, Inc. ("Counterparty")

Telefax No.: (914) 593-1506

From: Morgan Stanley & Co. International plc ("Dealer")

Telefax No.: (212) 507-4888

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Convertible Bond Hedging Transactions dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation") between you and us.

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates is entered into as part of an integrated hedging transaction of the Convertible Notes pursuant to the provisions of Treasury Regulation Section 1.1275-6.

3. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	The closing date of the initial issuance of the Convertible Notes.
Premium:	USD29,375,000.00
Premium Payment Date:	October 21, 2011
Convertible Notes:	1.875% Senior Convertible Notes due 2016, offered pursuant to the Offering Memorandum, and to be issued pursuant to the Indenture.
Number of Units:	The number of "Firm Securities" (as defined in the Purchase Agreement) in denominations of USD1,000 principal amount to be issued by Counterparty on the closing date for the initial issuance of the Convertible Notes.

Purchase Agreement:	Purchase Agreement, dated as of October 18, 2011, between Goldman, Sachs & Co., as Initial Purchaser, and Counterparty, relating to the Convertible Notes.
Strike Price:	As of any date, an amount in USD, rounded to the nearest cent (with 0.5 cents being rounded upwards), equal to USD1,000 divided by the Unit Entitlement.
Applicable Percentage:	25%
Number of Shares:	The product of the Number of Units and the Unit Entitlement and the Applicable Percentage.
Expiration Date:	The earlier of (i) the last day on which any Convertible Notes remain outstanding and (ii) the "Maturity Date" (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General").
Unit Entitlement:	As of any date, a number of Shares per Unit equal to the Conversion Rate (as defined in the Indenture as described in the Offering Memorandum under "Description of Notes—General", but without regard to any adjustments to the Conversion Rate pursuant to the Excluded Provisions of the Indenture).
Indenture:	Indenture to be dated as of October 21, 2011 by and between Counterparty and Wells Fargo Bank, National Association, as trustee, and the other parties thereto, pursuant to which the Convertible Notes are to be issued relating to the USD400,000,000 principal amount of 1.875% convertible notes due 2016. For the avoidance of doubt, references herein to sections of the Indenture are based on the description of the Convertible Securities set forth in the Preliminary Confidential Offering Circular, dated October 17, 2011, as supplemented by the related pricing term sheet ("Offering Memorandum"). If any relevant provisions of the Indenture differ in any material respect from those described in the Offering Memorandum, the parties will amend this Confirmation in good faith to preserve the economic intent of the parties.
Settlement Provision:	The provision of the Indenture as described in the Offering Memorandum in the fifth paragraph under "Description of Notes—Conversion Rights—Settlement upon Conversion"
Excluded Provisions:	The Make-whole Provision and the provision of the Indenture as described in the Offering Memorandum in the fifth to last paragraph under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"

Make-whole Provision:	The provision of the Indenture as described in the Offering Memorandum under "Description of Notes—Conversion Rights—Adjustment to Shares Delivered upon Conversion upon Certain Corporate Transactions"
Conversion Rate Adjustment Fallback Provision:	The provision of the Indenture as described in the Offering Memorandum in the second paragraph of clause (3) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"
Dilution Provision:	The provisions of the Indenture as described in the Offering Memorandum in clause (1) to (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"
Merger Provision:	The provision of the Indenture as described in the Offering Memorandum in the sixth and seventh to last paragraphs under "Description of Notes— Conversion Rights—Conversion Rate Adjustments"
Tender Offer Provision:	The provision of the Indenture as described in the Offering Memorandum in clause (5) under "Description of Notes—Conversion Rights—Conversion Rate Adjustments"
Early Unwind Date:	October 21, 2011, or such later date as agreed by the parties hereto.

4. Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Counterparty with respect to the Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and returning an executed copy to us.

Yours faithfully,

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ Rajul Patel
Name: Rajul Patel
Title: Authorized Signatory

MORGAN STANLEY & CO. LLC
as Agent

By: /s/ Serkman Savasoglu
Name: Serkman Savasoglu
Title: Managing Director

Accepted and confirmed
as of the Trade Date:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Authorized Signatory
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

Exhibit 10.8

Execution Version

MASTER TERMS AND CONDITIONS FOR BASE ADDITIONAL WARRANTS
ISSUED BY REGENERON PHARMACEUTICALS, INC.

The purpose of this Master Terms and Conditions for Warrants (this "Master Confirmation"), dated as of October 18, 2011, is to set forth certain terms and conditions for warrant transactions that Regeneron Pharmaceuticals, Inc. ("Issuer") shall enter into with Morgan Stanley & Co. International plc ("Dealer"). Each such transaction (a "Transaction") entered into between Dealer and Issuer that is to be subject to this Master Confirmation shall be evidenced by a written confirmation substantially in the form of Exhibit A hereto, with such modifications thereto as to which Issuer and Dealer mutually agree (a "Confirmation"). This Master Confirmation and each Confirmation together constitute a "Confirmation" as referred to in the Agreement specified below.

This Master Confirmation and a Confirmation evidence a complete binding agreement between you and us as to the terms of the Transaction to which this Master Confirmation and such Confirmation relates. This Master Confirmation and each Confirmation hereunder, shall supplement, form a part of, and be subject to an agreement in the form of the 1992 ISDA Master Agreement (Multicurrency-Cross Border) as if we had executed an agreement in such form on the Trade Date of the first such Transaction (but without any Schedule except for (i) the replacement of the word "third" in the last line of Section 5(a)(i) of the Agreement with the word "first"; and (ii) the election of United States dollars as the Termination Currency) between you and us, and such agreement shall be considered the "Agreement" hereunder.

The definitions and provisions contained in the 2002 ISDA Equity Derivatives Definitions (the "Definitions") as published by ISDA are incorporated into this Master Confirmation. For the purposes of the Definitions, each reference herein or in any Confirmation hereunder to a Warrant shall be deemed to be a reference to a Call Option or an Option, as context requires.

THE AGREEMENT, THIS MASTER CONFIRMATION AND EACH CONFIRMATION WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE (OTHER THAN TITLE 14 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.

The Transactions under this Master Confirmation shall be the sole Transactions under the Agreement. If there exists any ISDA Master Agreement between Dealer and Issuer or any confirmation or other agreement between Dealer and Issuer pursuant to which an ISDA Master Agreement is deemed to exist between Dealer and Issuer, then notwithstanding anything to the contrary in such ISDA Master Agreement, such confirmation or agreement or any other agreement to which Dealer and Issuer are parties, the Transactions under this Master Confirmation and the Agreement shall not be considered Transactions under, or otherwise governed by, such existing or deemed ISDA Master Agreement.

1. In the event of any inconsistency between this Master Confirmation, on the one hand, and the Definitions or the Agreement, on the other hand, this Master Confirmation will control for the purpose of the Transaction to which a Confirmation relates. In the event of any inconsistency between the Definitions, the Agreement and this Master Confirmation, on the one hand, and a Confirmation, on the other hand, the Confirmation will govern. With respect to a Transaction, capitalized terms used herein that are not otherwise defined shall have the meaning assigned to them in the Confirmation relating to such Transaction.

2. Each party will make each payment specified in this Master Confirmation or a Confirmation as being payable by such party, not later than the due date for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. Confirmations and General Terms:

This Master Confirmation and the Agreement, together with the Confirmation relating to a Transaction, shall constitute the written agreement between Issuer and Dealer with respect to such Transaction. Each Transaction to which a Confirmation relates is a Warrant Transaction, which shall be considered a Share Option Transaction for purposes of the Definitions, and shall have the following terms:

Components:	Each Transaction will be divided into individual Components, each with the terms set forth in this Master Confirmation and the related Confirmation, and, in particular, with the Number of Warrants and Expiration Date set forth in the Confirmation for such Transaction. The valuation and exercise of the Warrants and the payments and deliveries to be made upon settlement of each Transaction will be determined separately for each Component or such Transaction as if each Component were a separate Transaction under the Agreement.
Warrant Style:	European
Warrant Type:	Call
Seller:	Issuer
Buyer:	Dealer
Shares:	The common stock, USD0.001 par value per share, of Issuer (Symbol: REGN).
Trade Date:	As set forth in the Confirmation for such Transaction
Effective Date:	As set forth in the Confirmation for such Transaction
Number of Warrants:	For each Component, as set forth in the Confirmation for such Transaction.
Warrant Entitlement:	One Share per Warrant
Strike Price:	As set forth in the Confirmation for such Transaction
Premium:	As set forth in the Confirmation for such Transaction
Premium Payment Date:	As set forth in the Confirmation for such Transaction
Exchange:	Nasdaq Global Select Market
Related Exchanges:	All Exchanges
Calculation Agent:	Dealer; provided that following the occurrence of an Event of Default pursuant to Section 5(a)(vii) of the Agreement with

respect to which Dealer is the Defaulting Party, (i) Dealer may designate a nationally or internationally recognized third-party dealer with expertise in over-the-counter corporate equity derivatives (an "Equity Derivatives Dealer") that is an affiliate of Dealer and with respect to which no event of the type described in Section 5(a)(vii) of the Agreement is ongoing to replace Dealer as Calculation Agent, or (ii) if Dealer does not so designate any replacement Calculation Agent by the 10th Exchange Business Day following the date a calculation or determination is required to be made hereunder by the Calculation Agent and no such calculation or determination is made, Issuer shall have the right to designate an independent Equity Derivatives Dealer to replace Dealer as Calculation Agent and, in each case, the parties shall work in good faith to execute any appropriate documentation required by such replacement Calculation Agent.

Any determination or calculation by Dealer or Issuer in any capacity (including as Calculation Agent) pursuant to this Master Confirmation, the Agreement and the Definitions shall be made in good faith and in a commercially reasonable manner, including, without limitation, with respect to calculations and determinations that are made in such party's sole discretion or otherwise. In the event either party makes any calculation or determination in any capacity pursuant to this Master Confirmation, the Agreement or the Definitions, such party shall promptly provide an explanation in reasonable detail of the basis for such determination or calculation if requested by the other party, it being understood that no party shall be obligated to disclose any proprietary models used by it for such calculation.

4. Procedure for Exercise and Valuation:

In respect of any Component:

Expiration Time:	The Valuation Time
Expiration Date:	As set forth in the Confirmation for such Transaction for such Component (or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day that is not already an Expiration Date for another Component); provided that if that date is a Disrupted Day, the Expiration Date for such Component shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day and is not or is not deemed to be an Expiration Date in respect of any other Component of a Transaction hereunder; and provided, further, that if the Expiration Date has not occurred pursuant to the preceding proviso as of the Final Disruption Date, the Calculation Agent may elect in its discretion that the Final Disruption Date shall be deemed the Expiration Date (irrespective of whether such date is an Expiration Date in respect of any other Component

	for a Transaction) and, notwithstanding anything to the contrary in this Confirmation or the Definitions, the Relevant Price for such Expiration Date shall be the prevailing market value per Share determined by the Calculation Agent in a commercially reasonable manner. Notwithstanding the foregoing and anything to the contrary in the Definitions, if a Market Disruption Event occurs on any Expiration Date, the Calculation Agent may determine that such Expiration Date is a Disrupted Day only in part, in which case (i) the Calculation Agent shall make adjustments to the number of Warrants for the relevant Component for which such day shall be the Expiration Date on the basis of the nature and duration of the relevant Market Disruption Event and shall designate the Scheduled Trading Day determined in the manner described in the immediately preceding sentence as the Expiration Date for the remaining Warrants for such Component and (ii) the Reference Price for such Disrupted Day shall be determined by the Calculation Agent based on transactions in the Shares on such Disrupted Day taking into account the nature and duration of such Market Disruption Event on such day. Any day on which the Exchange is scheduled to close prior to its normal closing time shall be considered a Disrupted Day in whole. Section 6.6 of the Definitions shall not apply to any Valuation Date occurring on an Expiration Date.
Automatic Exercise:	Applicable. The Warrants for any Component shall be deemed automatically exercised at the Expiration Time on the Expiration Date for such Component if at such time the Warrants are In-the-Money; provided that all references in Section 3.4(b) of the Definitions to "Physical Settlement" shall be read as references to "Net Share Settlement." "In-the-Money" means, for any Transaction, that the Reference Price is greater than the Strike Price for such Transaction.
Reference Price:	For any Valuation Date, the per Share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page REGN.Q <equity> VAP (or any successor thereto) in respect of the period from the scheduled opening time to the Scheduled Closing Time (New York City time) on such Valuation Date (or if such volume-weighted average price is unavailable, the market value of one Share on such Valuation Date, as determined by the Calculation Agent using, if practicable, an appropriate volume-weighted method).
Valuation Time:	As defined in Section 6.1 of the Definitions
Valuation Date:	Each Exercise Date
Final Disruption Date:	For any Transaction, the eighth Scheduled Trading Day immediately following the scheduled Expiration Date for the last Component of such Transaction.

Market Disruption Events:	The first sentence of Section 6.3(a) of the Definitions is hereby amended (A) by deleting the words "during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in the third, fourth and fifth lines thereof, and (B) by replacing the words "or (iii) an Early Closure." by "(iii) an Early Closure, or (iv) a Regulatory Disruption." Section 6.3(d) of the Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Regulatory Disruption:	Any event that Dealer, in its good-faith reasonable discretion, determines based on the advice of outside counsel makes it appropriate with regard to any legal, regulatory or self-regulatory requirements or related policies and procedures (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Dealer, and including without limitation Rule 10b-18, Rule 10b-5, Regulation 13D-G and Regulation 14E under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Regulation M), for Dealer to refrain from or decrease any market activity in connection with the Transaction. Dealer shall notify Issuer as soon as reasonably practicable that a Regulatory Disruption has occurred and the Expiration Dates affected by it.

5. Settlement Terms:

In respect of any Component:

Settlement Method Election:	Applicable; *provided* that (i) references to "Physical Settlement" in Section 7.1 of the Definitions shall be replaced by references to "Net Share Settlement"; (ii) if Seller elects Cash Settlement, Seller shall be deemed to have represented and warranted to Dealer on the date of such election that (A) Seller is not in possession of any material non-public information regarding Seller or the Shares, (B) Seller is electing Cash Settlement in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws, and (C) the assets of Seller at their fair valuation exceed the liabilities of Seller (including contingent liabilities), the capital of Seller is adequate to conduct the business of Seller, and Seller has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature; and (iii) the same election of settlement method shall apply to all Expiration Dates hereunder.
Electing Party:	Seller
Settlement Method Election Date:	The third Scheduled Trading Day immediately preceding the First Expiration Date.

Default Settlement Method:	Net Share Settlement
Net Share Settlement:	If Net Share Settlement is applicable, then on each Settlement Date, Seller shall deliver to Buyer a number of Shares equal to the Net Share Amount for such Settlement Date to the account specified by Buyer and cash in lieu of any fractional shares valued at the Reference Price for the Valuation Date corresponding to such Settlement Date. If, Buyer reasonably determines that, for any reason, the Shares deliverable upon Net Share Settlement would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), then Buyer may elect to either (x) accept delivery of such Shares notwithstanding any restriction on transfer or (y) have the provisions set forth in Section 12(c) below apply.
Net Share Amount:	For any Settlement Date, a number of Shares, as calculated by the Calculation Agent, equal to the product of (i) the number of Warrants being exercised or deemed exercised on the Exercise Date corresponding to such Settlement Date, (ii) the excess, if any, of the Reference Price for the Valuation Date corresponding to such Settlement Date over the Strike Price for the relevant Transaction and (iii) the Warrant Entitlement (such product, the "Net Share Settlement Amount"), *divided by* such Reference Price.
Cash Settlement:	If Cash Settlement is applicable, on the relevant Settlement Date, Seller shall pay to Dealer an amount of cash in USD equal to the Net Share Settlement Amount for such Settlement Date.
Settlement Currency:	USD
Representation and Agreement:	To the extent Seller is obligated to deliver Shares hereunder, the provisions of Sections 9.1(c), 9.8, 9.9, 9.10, 9.11 and 9.12 of the Definitions will be applicable as if Physical Settlement were applicable to the Transaction; provided that the Representation and Agreement contained in Section 9.11 of the Definitions shall be modified by excluding any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws arising as a result of the fact that Issuer is the issuer of the Shares.
Maximum Delivery Amount:	As set forth in the Confirmation for such Transaction

6. Dividends:

In respect of any Component:

Dividend Adjustments:	Issuer agrees to notify Buyer promptly of the announcement of an ex-dividend date of any cash dividend by the Issuer. If an

ex-dividend date with respect to such a cash dividend occurs at any time from but excluding the Trade Date for the Transaction that includes such Component to and including the Expiration Date for such Component, then in addition to any adjustments as provided under "Share Adjustments" below, the Calculation Agent shall make such adjustments to the Strike Price, Number of Warrants and/or Number of Warrants per Component for such Transaction as it deems appropriate to preserve for the parties the intended economic benefits of such Transaction.

The Calculation Agent shall provide prompt notice of any such adjustments, including a schedule or other reasonably detailed explanation of the basis for and determination of each adjustment.

7. Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment. For purposes hereof, the definition of "Potential Adjustment Event" shall not include clause (iv) thereof.

8. Extraordinary Events:

Consequences of Merger Events:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for Other:	Cancellation and Payment (Calculation Agent Determination)
(c) Share-for-Combined:	Cancellation and Payment (Calculation Agent Determination)
Tender Offer:	Applicable
Consequences of Tender Offers:	
(a) Share-for-Share:	Modified Calculation Agent Adjustment
(b) Share-for-Other:	Modified Calculation Agent Adjustment
(c) Share-for-Combined:	Modified Calculation Agent Adjustment; provided, however, that if an event occurs that constitutes both a Tender Offer under Section 12.1(d) of the Definitions and an Additional Termination Event under Section 12(f) of this Master Confirmation, Dealer may elect, in its commercially reasonable judgment, whether the provisions of Section 12.3 of the Definitions or Section 12(f) of this Master Confirmation will apply.
New Shares:	In the definition of New Shares in Section 12.1(i) of the Definitions, the text in clause (i) thereof shall be deleted in its entirety and replaced with "publicly quoted, traded or listed on

any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors)".

Modified Calculation Agent Adjustment:	If, in respect of any Merger Event to which Modified Calculation Agent Adjustment applies to any Transaction, the adjustments to be made in accordance with Section 12.2(e)(i) of the Definitions would result in the Issuer being different from the issuer of the Shares, then with respect to such Merger Event, as a condition precedent to the adjustments contemplated in Section 12.2(e)(i) of the Definitions, Issuer and the issuer of the Shares shall, prior to the Merger Date, have entered into such documentation containing representations, warranties and agreements relating to securities law and other issues as requested by Dealer that Dealer has determined, in its reasonable discretion, to be reasonably necessary or appropriate to allow Dealer to continue as a party to such Transaction, as adjusted under Section 12.2(e)(i) of the Definitions, and to preserve its hedging or hedge unwind activities in connection with such Transaction in a manner compliant with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer (based on commercially reasonable interpretations of such legal, regulatory or self-regulatory requirements applicable to Dealer), and if such conditions are not met or if the Calculation Agent determines that no adjustment that it could make under Section 12.2(e)(i) of the Definitions will produce a commercially reasonable result, then the consequences set forth in Section 12.2(e)(ii) of the Definitions shall apply.
Composition of Combined Consideration:	Not Applicable
Nationalization, Insolvency or Delisting:	Cancellation and Payment (Calculation Agent Determination). In addition to the provisions of Section 12.6(a)(iii) of the Definitions, it will also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed or re-traded on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed or re-traded on any such exchange, such exchange shall thereafter be deemed to be the Exchange and the Calculation Agent shall make any adjustments it deems necessary to the terms of the Transaction, as if Modified Calculation Agent Adjustment were applicable to such event.

9. <u>Additional Disruption Events</u>:

Change in Law:	Applicable; <u>provided</u> that Section 12.9(a)(ii) of the Definitions is hereby amended by (i) replacing the phrase "the

	interpretation" in the third line thereof with the phrase "the formal or informal interpretation" and (ii) replacing the word "Shares" with the phrase "Shares or Hedge Positions" in clause (X) thereof.
Insolvency Filing:	Applicable.
Hedging Disruption:	Applicable; provided that: (i) Section 12.9(a)(v) of the Definitions is hereby modified by inserting the following two phrases at the end of such Section: "For the avoidance of doubt, the term "equity price risk" shall be deemed to include, but shall not be limited to, stock price and volatility risk. And, for the further avoidance of doubt, the transactions or assets referred to in phrases (A) or (B) above must be available on commercially reasonable pricing terms and other terms." (ii) Section 12.9(b)(iii) of the Definitions is hereby amended by inserting in the third line thereof, after the words "to terminate the Transaction", the words "or a portion of the Transaction affected by such Hedging Disruption".
Increased Cost of Hedging:	Applicable
Loss of Stock Borrow:	Applicable
Maximum Stock Loan Rate:	150 basis points
Increased Cost of Stock Borrow:	Applicable
Initial Stock Loan Rate:	25 basis points
Hedging Party:	For all applicable Additional Disruption Events, Buyer
Determining Party:	For all applicable Extraordinary Events, Buyer

10. <u>Acknowledgements</u>:

Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

11. Representations, Warranties and Agreements:

(a) In connection with this Master Confirmation, each Confirmation, each Transaction to which a Confirmation relates and any other documentation relating to the Agreement, each party to this Master Confirmation represents and warrants to, and agrees with, the other party that:

(i) it is an "accredited investor" as defined in Section 2(a)(15)(ii) of the Securities Act; and

(ii) it is an "eligible contract participant" as defined in Section 1(a)(12) of the Commodity Exchange Act, as amended (the "CEA"), and this Master Confirmation and each Transaction hereunder are subject to individual negotiation by the parties and have not been executed or traded on a "trading facility" as defined in Section 1a(33) of the CEA.

(b) Issuer hereby represents and warrants to, and agrees with, Buyer on the Trade Date of each Transaction that:

(i) it understands that no obligations of Dealer to it hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any Affiliate of Dealer or any governmental agency;

(ii) IT UNDERSTANDS THAT SUCH TRANSACTION IS SUBJECT TO COMPLEX RISKS THAT MAY ARISE WITHOUT WARNING AND MAY AT TIMES BE VOLATILE AND THAT LOSSES MAY OCCUR QUICKLY AND IN UNANTICIPATED MAGNITUDE AND IS WILLING TO ACCEPT SUCH TERMS AND CONDITIONS AND ASSUME (FINANCIALLY AND OTHERWISE) SUCH RISKS;

(iii) it is not, on the date hereof, in possession of any material non-public information with respect to it or the Shares and its most recent Annual Report on Form 10-K, taken together with all reports and other documents subsequently filed by it with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") when considered as a whole (with the more recent such reports and documents deemed to amend inconsistent statements contained in any earlier such reports and documents) do not contain any untrue statement of a material fact or any omission of a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading;

(iv) RESERVED

(v) it is not entering into any Transaction to create, and will not engage in any other securities or derivatives transactions to create, actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or to manipulate the price of the Shares (or any security convertible into or exchangeable for Shares);

(vi) RESERVED

(vii) for such Transaction, it shall maintain a number of authorized but unissued Shares that are free from preemptive rights that at all times equals or exceeds the sum of (x) the Maximum Delivery Amount for such Transaction, *plus* (y) the aggregate number of Shares expressly reserved for any other use (including, without limitation, Shares reserved for issuance upon the exercise of options or convertible debt), whether expressed as caps or as numbers of Shares reserved or otherwise;

(viii) the Shares issuable upon exercise of all Warrants (the "Warrant Shares") have been duly authorized and, when delivered pursuant to the terms of such Transaction, shall be validly issued, fully-paid and non-assessable, and such issuance of the Warrant Shares shall not be subject to any preemptive or similar rights;

(ix) it is not, and after giving effect to the transactions contemplated hereby will not be, an "investment company" as such term is defined in the Investment Company Act of 1940, as amended;

(x) without limiting the generality of Section 13.1 of the Definitions, Issuer acknowledges that neither Dealer nor any of its affiliates is making any representations or warranties or taking any position or expressing any view with respect to the treatment of the Transaction under any accounting standards including ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, or ASC Topic 480, *Distinguishing Liabilities from Equity* and ASC 815-40, *Derivatives and Hedging—Contracts in Entity's Own Equity* (or any successor issue statements) or under FASB's Liabilities & Equity Project;

(xi) prior to the Trade Date of such Transaction, Issuer shall deliver to Dealer a resolution of Issuer's board of directors or a duly authorized committee thereof authorizing such Transaction;

(xii) on the Trade Date and the Premium Payment Date of such Transaction (A) the assets of Issuer at their fair valuation exceed the liabilities of Issuer, including contingent liabilities, (B) the capital of Issuer is adequate to conduct the business of Issuer and (C) Issuer has the ability to pay its debts and obligations as such debts mature and does not intend to, or does not believe that it will, incur debt beyond its ability to pay as such debts mature;

(xiii) if Cash Settlement is applicable, during the period starting on the first Expiration Date and ending on the last Expiration Date (the "Settlement Period") of such Transaction, (A) the Shares or securities that are convertible into, or exchangeable or exercisable for Shares, are not, and shall not be, subject to a "restricted period," as such term is defined in Regulation M under the Exchange Act ("Regulation M") and (B) Issuer shall not engage in any "distribution," as such term is defined in Regulation M, other than a distribution meeting the requirements of the exceptions set forth in sections 101(b)(10) and 102(b)(7) of Regulation M, until the second Exchange Business Day immediately following such Settlement Period;

(xiv) if Cash Settlement is applicable, during the Settlement Period or such Transaction, neither Issuer nor any "affiliate" or "affiliated purchaser" (each as defined in Rule 10b-18 of the Exchange Act ("**Rule 10b-18**")) shall directly or indirectly (including, without limitation, by means of any cash-settled or other derivative instrument) purchase, offer to purchase, place any bid or limit order that would effect a purchase of, or commence any tender offer relating to, any Shares (or an equivalent interest, including a unit of beneficial interest in a trust or limited partnership or a depository share) or any security convertible into or exchangeable or exercisable for Shares, except through Dealer;

(xv) if Cash Settlement is applicable, Issuer (A) will not during the Settlement Period of such Transaction make, or permit to be made, any public announcement (as defined in Rule 165(f) under the Securities Act) of any Merger Transaction or potential Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange for the Shares; (B) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Dealer following any such announcement that such announcement has been made; and (C) shall promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Dealer with written notice specifying (I) Issuer's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the announcement date that were not effected through Dealer or its affiliates and (II) the number of Shares purchased pursuant to the proviso in Rule 10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the announcement date; such written notice shall be deemed to be a certification by Issuer to Dealer that such information is true and correct; in addition, Issuer shall promptly notify Dealer of the earlier to occur of the completion of such transaction and the completion of the vote by target shareholders; "Merger Transaction" means any merger, acquisition or similar transaction involving a recapitalization as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

(xvi) Issuer is not on the Trade Date of such Transaction engaged in and will not, during the period starting on the Trade Date of such Transaction and ending on the third Exchange Business Day immediately following such Trade Date, be engaged in a distribution, as such term is used in Regulation M under the Exchange Act, of any securities of Counterparty, other than (1) a distribution meeting the requirements of the exception set forth in Rules 101(b)(10) and 102(b)(7) of Regulation M and (2) the offering of the Convertible Notes pursuant to the terms of the Purchase Agreement dated as of October 18, 2011 between Issuer and Goldman, Sachs & Co., as Initial Purchaser relating to the 1.875% Convertible Senior Notes due 2016; and

(xvii) Issuer shall deliver to Dealer an opinion of counsel, dated as of the Effective Date of each Transaction and reasonably acceptable to Bank in form and substance, with respect to the matters set forth in Section 3(a) of the Agreement and Section 11(b)(viii) hereof with respect to such Transaction.

12. Miscellaneous:

(a) Early Termination. The parties agree that Second Method and Loss will apply to each Transaction under this Master Confirmation as such terms are defined under the Agreement.

(b) Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events. If, subject to Section 12(g) below, Issuer owes Buyer any amount in connection with a Transaction hereunder pursuant to Section 12.7 or 12.9 of the Definitions or pursuant to Section 6(d)(ii) of the Agreement (an "Issuer Payment Obligation"), Issuer shall have the right, in its sole discretion, to satisfy any such Issuer Payment Obligation by delivery of Termination Delivery Units (as defined below) by giving irrevocable telephonic notice to Buyer, confirmed in writing within one Scheduled Trading Day, between the hours of 9:00 a.m. and 4:00 p.m. New York time on the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization, Insolvency or Delisting), the Early Termination Date or the date of cancellation or termination, as applicable ("Notice of Issuer Termination Delivery"); provided that (i) if Issuer does not validly so elect to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, Buyer shall have the right, in its sole discretion, to require Issuer to satisfy its Issuer Payment Obligation by delivery of Termination Delivery Units, notwithstanding Issuer's failure to elect or election to the contrary, (ii) Issuer shall not have the right to so elect (but, for the avoidance of doubt, Buyer shall have the right to so elect) in the event of (1) an Extraordinary Event, in each case, in which the consideration or proceeds to be paid to holders of Shares as a result of such event consists solely of cash or (2) an Event of Default in which Issuer is the Defaulting Party or a Termination Event in which Issuer is the Affected Party, other than an (x) Event of Default of the type described in Section 5(a)(iii), (v), (vi) or (vii) of the Agreement or (y) a Termination Event of the type described in Section 5(b)(i), (ii), (iii), (iv), or (v) of the Agreement that in the case of either (x) or (y) resulted from an event or events within Issuer's control and (iii) Issuer shall not have the right, notwithstanding any notice to the contrary, to satisfy its Issuer Payment Obligation by Termination Delivery Units unless on the date of any such notice, Issuer represents to Buyer that, as of such date, it is not in possession of any material non-public information with respect to itself or the Shares. Within a commercially reasonable period of time following receipt of a Notice of Issuer Termination Delivery or notice by Buyer to Issuer, as the case may be, Issuer shall deliver to Buyer a number of Termination Delivery Units having a cash value equal to the amount of such Issuer Payment Obligation (such number of Termination Delivery Units to be delivered to be determined by the Calculation Agent as the number of whole Termination Delivery Units that could be sold over a commercially reasonable period of time to generate proceeds equal to the cash equivalent of such payment obligation, and the date of such delivery, the "Termination Payment Date"). In addition, if, in the reasonable opinion of counsel to Issuer or Buyer, for any reason, the Termination Delivery Units deliverable pursuant to this paragraph (b) would not be immediately freely transferable by Buyer under Rule 144 under the Securities Act, then Buyer may elect either to (x) accept delivery of such Termination Delivery Units notwithstanding any restriction on transfer or (y) have the provisions set forth in paragraph (c) below apply. If the

provisions set forth in this paragraph are applicable, the provisions of Sections 9.8, 9.9, 9.10, 9.11 (modified as described above) and 9.12 of the Definitions shall be applicable, except that all references to "Shares" shall be read as references to "Termination Delivery Units."

"Termination Delivery Unit" means (i) in the case of a Termination Event, an Event of Default or an Extraordinary Event (other than an Insolvency, Nationalization, Merger Event or Tender Offer), one Share or (ii) in the case of an Insolvency, Nationalization, Merger Event or Tender Offer, a unit consisting of the number or amount of each type of property received by a holder of one Share (without consideration of any requirement to pay cash or other consideration in lieu of fractional amounts of any securities) in such Insolvency, Nationalization, Merger Event or Tender Offer. If a Termination Delivery Unit consists of property other than cash or New Shares and Issuer provides irrevocable written notice to the Calculation Agent on or prior to the Merger Date, the Tender Offer Date, the Announcement Date (in the case of Nationalization or Insolvency), or the date of such Termination Event, Event of Default or an Additional Disruption Event, as the case may be, that it elects to deliver cash, New Shares or a combination thereof (in such proportion as Issuer designates) in lieu of such other property, the Calculation Agent will replace such property with cash, New Shares or a combination thereof as components of a Termination Delivery Unit in such amounts, as determined by the Calculation Agent in its discretion by commercially reasonable means, as shall have a value equal to the value of the property so replaced. If such Insolvency, Nationalization, Merger Event or Tender Offer involves a choice of consideration to be received by holders, such holder shall be deemed to have elected to receive the maximum possible amount of cash.

(c) Registration/Private Placement Procedures. (i) With respect to each Transaction, the following provisions shall apply to the extent provided for above opposite the caption "Net Share Settlement" in Section 5 or in paragraph (b) of this Section 12. If so applicable, then, at the election of Issuer by notice to Buyer within one Exchange Business Day after the relevant delivery obligation arises, but in any event at least one Exchange Business Day prior to the date on which such delivery obligation is due (if Issuer does not make an election by such date, Issuer shall be deemed to have made the election described in clause (B) below), either (A) all Shares or Termination Delivery Units, as the case may be, delivered by Issuer to Buyer shall be, at the time of such delivery, covered by an effective registration statement of Issuer for immediate resale by Buyer (such registration statement and the corresponding prospectus (the "Prospectus") (including, without limitation, any sections describing the plan of distribution) in form and content commercially reasonably satisfactory to Buyer) or (B) Issuer shall deliver additional Shares or Termination Delivery Units, as the case may be, so that the value of such Shares or Termination Delivery Units, as determined by the Calculation Agent to reflect an appropriate liquidity discount, equals the value of the number of Shares or Termination Delivery Units that would otherwise be deliverable if such Shares or Termination Delivery Units were freely tradeable (without prospectus delivery) upon receipt by Buyer (such value, the "Freely Tradeable Value"). (For the avoidance of doubt, as used in this paragraph (c) only, the term "Issuer" shall mean the issuer of the relevant securities, as the context shall require.)

(ii) If Issuer makes the election described in clause (c)(i)(A) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) shall be afforded a reasonable opportunity to conduct a due diligence investigation with respect to Issuer that is customary in scope for underwritten offerings of equity securities and that yields results that are commercially reasonably satisfactory to Buyer or such Affiliate, as the case may be, in its discretion; and

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Registration Agreement") on commercially reasonable terms in connection with the public resale of such Shares or Termination Delivery Units, as the case may be, by Buyer or such Affiliate substantially similar to underwriting agreements customary for underwritten offerings of equity securities, in form and substance commercially reasonably satisfactory to Buyer or such Affiliate and Issuer, which Registration Agreement shall include, without limitation, provisions substantially similar to those contained in such underwriting agreements relating to the indemnification of, and contribution in connection with the

liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all registration costs and all fees and expenses of counsel for Buyer, and shall provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the Prospectus.

(iii) If Issuer makes the election described in clause (c)(i)(B) above:

(A) Buyer (or an Affiliate of Buyer designated by Buyer) and any potential institutional purchaser of any such Shares or Termination Delivery Units, as the case may be, from Buyer or such Affiliate identified by Buyer shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation in compliance with applicable law with respect to Issuer customary in scope for private placements of equity securities (including, without limitation, the right to have made available to them for inspection all financial and other records, pertinent corporate documents and other information reasonably requested by them), subject to execution by such recipients of customary confidentiality agreements reasonably acceptable to Issuer;

(B) Buyer (or an Affiliate of Buyer designated by Buyer) and Issuer shall enter into an agreement (a "Private Placement Agreement") on commercially reasonable terms in connection with the private placement of such Shares or Termination Delivery Units, as the case may be, by Issuer to Buyer or such Affiliate and the private resale of such shares by Buyer or such Affiliate, substantially similar to private placement purchase agreements customary for private placements of equity securities, in form and substance commercially reasonably satisfactory to Buyer and Issuer, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating to the indemnification of, and contribution in connection with the liability of, Buyer and its Affiliates and Issuer, shall provide for the payment by Issuer of all expenses in connection with such resale, including all fees and expenses of counsel for Buyer, shall contain representations, warranties and agreements of Issuer reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales, and shall use best efforts to provide for the delivery of accountants' "comfort letters" to Buyer or such Affiliate with respect to the financial statements and certain financial information contained in or incorporated by reference into the offering memorandum prepared for the resale of such Shares;

(C) Issuer agrees that any Shares or Termination Delivery Units so delivered to Buyer, (i) may be transferred by and among Buyer and its affiliates, and Issuer shall effect such transfer without any further action by Buyer and (ii) after the minimum "holding period" within the meaning of Rule 144(d) under the Securities Act has elapsed with respect to such Shares or any securities issued by Issuer comprising such Termination Delivery Units, Issuer shall promptly remove, or cause the transfer agent for such Shares or securities to remove, any legends referring to any such restrictions or requirements from such Shares or securities upon delivery by Buyer (or such affiliate of Buyer) to Issuer or such transfer agent of seller's and broker's representation letters customarily delivered by Buyer in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Buyer (or such affiliate of Buyer); and

(D) Issuer shall not take, or cause to be taken, any action that would make unavailable either the exemption pursuant to Section 4(2) of the Securities Act for the sale by Issuer to Dealer (or any affiliate designated by Dealer) of the Shares or Termination Delivery Units, as the case may be, or the exemption pursuant to Section 4(1) or Section 4(3) of the Securities Act for resales of the Shares or Termination Delivery Units, as the case may be, by Dealer (or any such affiliate of Dealer).

(d) Make-whole Shares. If (x) Issuer elects to deliver Termination Delivery Units pursuant to "Alternative Calculations and Issuer Payment on Early Termination and on Certain Extraordinary Events" above or (y) Issuer makes the election described in clause (i)(B) of paragraph (c) of this Section 12, then in either case

Buyer or its affiliate may sell (which sale shall be made in a commercially reasonable manner) such Shares or Termination Delivery Units, as the case may be, during a period (the "Resale Period") commencing on the Exchange Business Day following delivery of such Shares or Termination Delivery Units, as the case may be, and ending on the Exchange Business Day on which Buyer completes the sale of all such Shares or Termination Delivery Units, as the case may be, or a sufficient number of Shares or Termination Delivery Units, as the case may be, so that the realized net proceeds of such sales exceed the amount of the Issuer Payment Obligation (in the case of clause (x), or in the case that both clause (x) and clause (y) apply) or the Freely Tradeable Value (in the case that only clause (y) applies) (such amount of the Issuer Payment Obligation or Freely Tradeable Value, as the case may be, the "Required Proceeds"). If any of such delivered Shares or Termination Delivery Units remain after such realized net proceeds exceed the Required Proceeds, Buyer shall return such remaining Shares or Termination Delivery Units to Issuer. If the Required Proceeds exceed the realized net proceeds from such resale, Issuer shall transfer to Buyer by the open of the regular trading session on the Exchange on the Exchange Business Day immediately following the last day of the Resale Period the amount of such excess (the "Additional Amount") in cash or in a number of additional Shares or Termination Delivery Units ("Make-whole Shares") in an amount that, based on the Relevant Price on the last day of the Resale Period (as if such day was the "Valuation Date" for purposes of computing such Relevant Price), has a dollar value equal to the Additional Amount. The Resale Period shall continue to enable the sale of the Make-whole Shares in the manner contemplated by this Section 12(d). This provision shall be applied successively until the Additional Amount is equal to zero, subject to Section 12(e).

(e) Limitations on Settlement by Issuer. Notwithstanding anything herein or in the Agreement to the contrary, in no event shall Issuer be required to deliver Shares in connection with any Transaction in excess of the Maximum Delivery Amount for such Transaction. Issuer represents and warrants (which shall be deemed to be repeated on each day that any Transaction is outstanding) that the Maximum Delivery Amount for all Transactions hereunder is equal to or less than the number of authorized but unissued Shares of the Issuer that are not reserved for future issuance in connection with transactions in the Shares (other than all Transactions hereunder) on the date of the determination of the Maximum Delivery Amount for all Transactions hereunder (such Shares, the "Available Shares"). In the event Issuer shall not have delivered the full number of Shares otherwise deliverable under any Transaction as a result of this Section 12(e) (the resulting deficit, the "Deficit Shares"), Issuer shall be continually obligated to deliver, from time to time until the full number of Deficit Shares have been delivered pursuant to this paragraph, Shares when, and to the extent, that (i) Shares are repurchased, acquired or otherwise received by Issuer or any of its subsidiaries after the Trade Date for the relevant Transaction (whether or not in exchange for cash, fair value or any other consideration), (ii) authorized and unissued Shares reserved for issuance in respect of other transactions prior to such date which prior to the relevant date become no longer so reserved and (iii) Issuer additionally authorizes any unissued Shares that are not reserved for other transactions. Issuer shall immediately notify Buyer of the occurrence of any of the foregoing events (including the number of Shares subject to clause (i), (ii) or (iii) and the corresponding number of Shares to be delivered) and promptly deliver such Shares thereafter.

(f) Certain Corporate Transactions. Upon the consummation of any of the following events, Buyer shall have the right to designate such event an Additional Termination Event with respect to one or more of the Transactions and designate an Early Termination Date pursuant to Section 6(b) of the Agreement with respect to which the designated Transaction(s) shall be the sole Affected Transaction(s) and Issuer shall be the sole Affected Party:

(1) any person or group within the meaning of Section 13(d) of the Exchange Act other than the Issuer or its subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect ultimate "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Issuer's common equity representing more than 50% of the voting power of the Issuer's common equity, unless (x) such filing occurs in connection with a transaction in which the Shares are replaced by the securities of another entity (including a parent entity) and (y) no such filing is made or is in effect with respect to common equity representing more than 50% of the voting power of such other entity;

(2) consummation of any binding share exchange, exchange offer, tender offer, consolidation or merger of the Issuer pursuant to which all or substantially all of the Shares will be converted into cash, securities or other property or any sale, lease or other transfer in one transaction or a series of related transactions of all or substantially all of the consolidated assets of the Issuer and the Issuer's subsidiaries, taken as a whole, to any person other than one or more of the Issuer's subsidiaries (any such exchange, offer, consolidation, merger, transaction or series of transactions being referred to in this clause (2) as an "Event"), excluding any such Event where the holders of more than 50% of the Shares immediately prior to such Event, own, directly or indirectly, more than 50% of all classes of common equity of the continuing or surviving person or transferee or the parent thereof immediately after such Event;

(3) the Issuer's stockholders approve any plan or proposal for the Issuer's liquidation or dissolution;

(4) the Shares cease to be listed on at least one U.S. national securities exchange; or

(5) a default or defaults under any bonds, debentures, notes or other evidences of indebtedness having, individually or in the aggregate, a principal or similar amount outstanding of at least $300 million, whether such indebtedness now exists or shall hereafter be created, which default or defaults shall have resulted in the acceleration of the maturity of such indebtedness prior to its express maturity or shall constitute a failure to pay at least $300 million of such indebtedness when due and payable after the expiration of any applicable grace period with respect thereto, without such indebtedness having been paid or discharged within a period of 30 days after the occurrence of such indebtedness becoming or being declared due and payable or the failure to pay, as the case may be.

Notwithstanding the foregoing, no transaction or event described in clause (1) through (4) above will permit the Buyer to designate an Additional Termination Event if (a) at least 90% of the consideration, excluding cash payments for fractional Shares, in such transaction or event consists of shares of common stock that are traded on a U.S. national securities exchange or that will be so traded when issued or exchanged in connection with the relevant transaction or event (such securities, "Publicly Traded Securities") and (b) as a result of such transaction or event the Shares are adjusted to consist of such Publicly Traded Securities.

(g) Set-Off and Netting. Both parties waive any rights to set-off or net, including in any bankruptcy proceedings of Issuer, amounts due either party with respect to any Transaction hereunder against amounts due to either party from the other party under any other agreement between the parties.

(h) Status of Claims in Bankruptcy. Buyer acknowledges and agrees that this Master Confirmation, together with any Confirmation, is not intended to convey to Buyer rights with respect to any Transaction that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Issuer; provided that nothing herein shall limit or shall be deemed to limit Buyer's right to pursue remedies in the event of a breach by Issuer of its obligations and agreements with respect to any Transaction; and provided, further, that nothing herein shall limit or shall be deemed to limit Buyer's rights in respect of any transactions other than the Transactions.

(i) No Collateral. Notwithstanding any provision of this Master Confirmation, any Confirmation or the Agreement, or any other agreement between the parties, to the contrary, the obligations of Issuer under the Transactions are not secured by any collateral. Without limiting the generality of the foregoing, if this Master Confirmation, the Agreement or any other agreement between the parties includes an ISDA Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, then the obligations of Issuer hereunder shall not be considered to be obligations under such Credit Support Annex or other agreement pursuant to which Issuer collateralizes obligations to Buyer, and any Transactions hereunder shall be disregarded for purposes of calculating any Exposure, Market Value or similar term thereunder.

(j) Assignment of Share Delivery to Affiliates. Notwithstanding any other provision in this Master Confirmation to the contrary requiring or allowing Buyer to purchase, sell, receive or deliver any shares or other securities to or from Issuer, Buyer may designate any of its affiliates to purchase, sell, receive or deliver such shares or other securities and otherwise to perform Buyer's obligations in respect of this Transaction and any such designee may assume such obligations. Buyer shall be discharged of its obligations to Issuer to the extent of any such performance. Notwithstanding the foregoing, the recourse to Dealer shall be limited to recoupment of Issuer's monetary damages and Issuer hereby waives any right to seek specific performance by Dealer of its obligations hereunder.

(k) RESERVED

(l) Limit on Beneficial Ownership. Notwithstanding anything to the contrary in the Agreement or this Master Confirmation, in no event shall Buyer be entitled to receive, or shall be deemed to receive, any Shares if, immediately upon giving effect to such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Buyer or any affiliate of Buyer subject to aggregation with Buyer under such Section 13 and rules or any "group", as such term is used in such Section 13 and rules, of which Buyer or any such affiliate of Buyer is a member or may be deemed to be a member (collectively, "Buyer Group") would be equal to or greater than the lesser of (A) 4.9% of the outstanding Shares or (B) 4,381,384 Shares or (ii) Buyer, Buyer Group or any person whose ownership position would be aggregated with that of Buyer or Buyer Group (Buyer, Buyer Group or any such person, a "Buyer Person") under any state or federal bank holding company or banking laws, or other federal, state or local laws, regulations or regulatory orders applicable to ownership of Shares ("Applicable Laws"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership in excess of a number of Shares equal to (x) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator) of a Buyer Person under Applicable Laws and with respect to which such requirements have not been met or the relevant approval has not been received *minus* (y) 2% of the number of Shares outstanding on the date of determination (either such condition described in clause (i) or (ii), an "Excess Ownership Position"). If any delivery owed to Buyer hereunder is not made, in whole or in part, as a result of this provision, Issuer's obligation to make such delivery shall not be extinguished and Issuer shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Buyer gives notice to Issuer that such delivery would not result in the existence of an Excess Ownership Position.

(m) Transfer. Notwithstanding any provision of the Agreement to the contrary, Buyer may, subject to applicable law, transfer and assign all of its right and obligations under any Transaction to any third party that is a financial institution that regularly enters into OTC derivatives without the consent of Seller. At any time at which the Equity Percentage exceeds 14.5%, if Dealer, in its discretion after using its commercially reasonable efforts is unable to effect such a transfer or assignment on pricing and other terms reasonably acceptable to Dealer and within a time period reasonably acceptable to Dealer such that the Equity Percentage is equal to or less than 14.5%, Dealer may designate any Exchange Business Day as an Early Termination Date with respect to a portion (the "Terminated Portion") of this Transaction, such that the Equity Percentage following such partial termination will be equal to or less than 14.5%. In the event that Dealer so designates an Early Termination Date with respect to a portion of this Transaction, a payment shall be made pursuant to Section 6 of the Agreement and Section 12(b) of this Master Confirmation as if (i) an Early Termination Date had been designated in respect of a Transaction having terms identical to this Transaction and a Number of Warrants equal to the Terminated Portion, (ii) Issuer shall be the sole Affected Party with respect to such partial termination and (iii) such Transaction shall be the only Terminated Transaction.

(n) Severability; Illegality. If compliance by either party with any provision of a Transaction would be unenforceable or illegal, (i) the parties shall negotiate in good faith to resolve such unenforceability or illegality in a manner that preserves the economic benefits of the transactions contemplated hereby and (ii) the other provisions of the Transaction shall not be invalidated, but shall remain in full force and effect.

(o) Waiver of Trial by Jury. EACH OF ISSUER AND BUYER HEREBY IRREVOCABLY WAIVES (ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF ITS STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY TRANSACTION HEREUNDER OR THE ACTIONS OF BUYER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

(p) Confidentiality. Notwithstanding any provision in this Master Confirmation, any Confirmation or the Agreement, in connection with Section 1.6011-4 of the Treasury Regulations, the parties hereby agree that each party (and each employee, representative, or other agent of such party) may disclose to any and all persons, without limitation of any kind, the U.S. tax treatment and U.S. tax structure of the Transaction and all materials of any kind that are provided to such party relating to such U.S. tax treatment and U.S. tax structure, other than any information for which nondisclosure is reasonably necessary in order to comply with applicable securities laws.

(q) Securities Contract; Swap Agreement. The parties hereto intend for: (i) each Transaction hereunder to be a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "swap agreement" as defined in Section 101(53B) of the Bankruptcy Code, and the parties hereto to be entitled to the protections afforded by, among other Sections, Sections 362(b)(6), 362(b)(7), 362(o), 546(e), 546(j), 548(d)(2), 555, 560 and 561 of the Bankruptcy Code; (ii) the Agreement to be a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code; (iii) a party's right to liquidate, terminate or accelerate any Transaction, offset, net or net out termination values, payment amounts or other transfer obligations, and to exercise any other remedies upon the occurrence of any Event of Default or Termination Event under the Agreement with respect to the other party or any Extraordinary Event that results in the termination or cancellation of any Transaction to constitute a "contractual right" within the meaning of Sections 555, 560 and 561 of the Bankruptcy Code; (iv) any cash, securities or other property provided as performance assurance, credit support or collateral with respect to each Transaction to constitute "margin payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code and (v) all payments or deliveries for, under or in connection with each Transaction, all payments for the Shares and the transfer of such Shares to constitute "settlement payments" and "transfers" "under" or "in connection with" each Transaction and the Agreement, in each case within the meaning of the Bankruptcy Code.

(r) Additional Termination Event. If at any time Buyer reasonably determines in good faith based on the advice of counsel that it is advisable to terminate a portion of the Transaction so that Buyer's related hedging activities will comply with applicable securities laws, rules or regulations or related policies and procedures of Buyer (whether or not such policies or procedures are imposed by law or have been voluntarily adopted by Buyer in order that its hedging activities will comply with such laws, rules or regulations), an Additional Termination Event shall occur in respect of which (1) Issuer shall be the sole Affected Party, (2) the Transaction shall be the sole Affected Transaction and (3) Dealer shall be the party entitled to designate an Early Termination Date.

(s) Effectiveness. If, prior to the Effective Date for any Transaction, Buyer reasonably determines that it is advisable to cancel such Transaction because of concerns that Buyer's related hedging activities could be viewed as not complying with applicable securities laws, rules or regulations, such Transaction shall be cancelled and shall not become effective, and neither party shall have any obligation to the other party in respect of such Transaction.

(t) Right to Extend. Buyer may postpone, in whole or in part, any Expiration Date or any other date of valuation or delivery with respect to some or all of the relevant Warrants (in which event the Calculation Agent shall make appropriate adjustments to the Number of Warrants with respect to one or more Components) if Buyer determines, in its commercially reasonable judgment, that such extension is reasonably necessary or appropriate (x) to preserve Buyer's hedging or hedge unwind activity hereunder in light of existing liquidity conditions (but only if there is a material decrease in liquidity relative to Dealer's expectation on the Trade

Date, as determined by Calculation Agent) or (y) to enable Buyer to effect purchases of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that would, if Buyer were Issuer or an affiliated purchaser of Issuer, be in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Buyer; provided that no such date may be postponed by more than ten Exchange Business Days pursuant to clause (x) above.

(u) Amendments to the Equity Definitions:

(A) Section 11.2(a) of the Definitions is hereby amended by deleting the words "a diluting or concentrative" and replacing them with the word "a material"; and adding the phrase "or Warrants" at the end of the sentence.

(B) Section 11.2(c) of the Definitions is hereby amended by (x) replacing the words "a diluting or concentrative" with "a material", (y) adding the phrase "or Warrants" after the words "the relevant Shares" in the same sentence and (z) deleting the phrase "(provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Shares)".

(C) Section 11.2(e)(vii) of the Definitions is hereby amended by deleting the words "that may have a diluting or concentrative" and replacing them with "that is the result of a corporate event involving the Company and that may have a material" and adding the phrase "or Warrants (it being understood, for the avoidance of doubt, that financial results, the results of clinical trials, decisions by the Food and Drug Administration or the announcement of any of the foregoing shall not constitute a "corporate event" within the meaning of this Section 11.2(e)(vii))" at the end of the sentence.

(D) RESERVED

(E) Section 12.9(b)(iv) of the Definitions is hereby amended by:

(x) deleting (1) subsection (A) in its entirety, (2) the phrase "or (B)" following subsection (A) and (3) the phrase "in each case" in subsection (B); and

(y) deleting the phrase "neither the Non-Hedging Party nor the Lending Party lends Shares in the amount of the Hedging Shares or" in the penultimate sentence.

(F) Section 12.9(b)(v) of the Definitions is hereby amended by:

(x) adding the word "or" immediately before subsection "(B)" and deleting the comma at the end of subsection (A);

(y) (1) deleting subsection (C) in its entirety, (2) deleting the word "or" immediately preceding subsection (C) and (3) deleting the penultimate sentence in its entirety and replacing it with the sentence "The Hedging Party will determine the Cancellation Amount payable by one party to the other."; and

(z) deleting subsection (X) in its entirety and the words "or (Y)" immediately following subsection (X).

(v) Strike Price Floor. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation, any Confirmation or the Definitions, in no event shall the Strike Price be subject to adjustment to the extent that, after giving effect to such adjustment, the Strike Price would be less than USD 64.63, except for any adjustment pursuant to the terms of this Master Confirmation and the Equity Definitions in connection with stock splits or similar changes to Issuer's capitalization.

(w) Agent of Dealer. Morgan Stanley & Co. Incorporated ("**MS&CO**") is acting as agent for both parties but does not guarantee the performance of either party. Neither Dealer nor Issuer shall contact the other with respect to any matter relating to the Transaction without the direct involvement of MS&CO; (ii) MS&CO, Dealer and Issuer each hereby acknowledges that any transactions by Dealer or MS&CO with respect to Shares will be undertaken by Dealer as principal for its own account; (iii) all of the actions to be taken by Dealer and MS&CO in connection with the Transaction shall be taken by Dealer or MS&CO independently and without any advance or subsequent consultation with Issuer; and (iv) MS&CO is hereby authorized to act as agent for Issuer only to the extent required to satisfy the requirements of Rule 15a-6 under the Exchange Act in respect of the Transaction.

13. Addresses for Notice:

If to dealer:	Morgan Stanley & Co. International plc c/o Morgan Stanley & Co. LLC 1585 Broadway, 5th Floor New York, NY 10036
Attention:	Todd Bosch
Telephone:	(212) 761-5438
Facsimile:	(212) 507-4888
Email:	Todd.Bosch@morganstanley.com
With a copy to:	Morgan Stanley & Co. International c/o Morgan Stanley & Co. 1585 Broadway 4th Floor New York, NY 10036
Attention:	Rizvan Dhalla
Telephone:	(212) 761-5468
Facsimile:	(212) 507-4093
Email:	Rizvan.Dhalla@morganstanley.com
If to Issuer:	Regeneron Pharmaceuticals, Inc. 777 Old Saw Mill River Road Tarrytown, NY 10591-6707 Telephone: (914) 345-7400

14. Accounts for Payment:

To Dealer:	Citibank, N.A. SWIFT: CITIUS33 Bank Routing: 021-000-089 Account Name: Morgan Stanley and Co. Account No. : 30632076

Account for delivery of Shares from Dealer:

To be provided by Dealer.

To Issuer:	JPMorgan Chase	
	ABA No.:	021000021
	Account No.:	6701772200
	Swift Code:	CHASEUS33
	Address:	JP Morgan Chase Bank, N.A. 106 Corporate Park Drive Floor 2 White Plains, NY 10604
	Benefit of:	Regeneron Pharmaceuticals, Inc.
	Bank Contact:	Elanor Barreto
	Phone:	(914) 993-2241

15. Delivery Instructions:

Unless otherwise directed in writing, any Share to be delivered hereunder shall be delivered as follows:

To Issuer: To be advised.

3. Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Master Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and returning an executed copy to us.

Yours faithfully,

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ Rajul Patel
Name: Rajul Patel
Title: Authorized Signatory

MORGAN STANLEY & CO. LLC
as Agent

By: /s/ Serkman Savasoglu
Name: Serkman Savasoglu
Title: Managing Director

Accepted and confirmed
as of the Trade Date:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Authorized Signatory
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Master Confirm]

CONFIRMATION

Date:	October 18, 2011
To:	Regeneron Pharmaceuticals, Inc. ("Issuer")
Telefax No.:	(914) 593-1506
From:	Morgan Stanley & Co. International plc ("Dealer")
Telefax No.:	(212) 507-4888

Transaction Reference Number:

The purpose of this communication (this "Confirmation") is to set forth the terms and conditions of the above-referenced Transaction entered into on the Trade Date specified below between you and us. This Confirmation supplements, forms a part of, and is subject to the Master Terms and Conditions for Warrants Issued by Regeneron Pharmaceuticals, Inc., between Dealer and Issuer, dated as of October 18, 2011 and as amended from time to time (the "Master Confirmation").

1. The definitions and provisions contained in the Definitions (as such term is defined in the Master Confirmation) and in the Master Confirmation are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

2. The particular Transaction to which this Confirmation relates shall have the following terms:

Trade Date:	October 18, 2011
Effective Date:	October 21, 2011
Strike Price:	103.41
Premium:	USD23,450,000.00
Premium Payment Date:	October 21, 2011
Maximum Delivery Amount:	2,380,414

For each Component of the Transaction, the Number of Warrants and Expiration Date are as set forth below.

Component Number	Number of Warrants	Expiration Date
1.	14877	January 3, 2017
2.	14877	January 4, 2017
3.	14877	January 5, 2017
4.	14877	January 6, 2017
5.	14877	January 9, 2017
6.	14877	January 10, 2017
7.	14877	January 11, 2017
8.	14877	January 12, 2017
9.	14877	January 13, 2017
10.	14877	January 17, 2017
11.	14877	January 18, 2017
12.	14877	January 19, 2017
13.	14877	January 20, 2017
14.	14877	January 23, 2017
15.	14877	January 24, 2017
16.	14877	January 25, 2017
17.	14877	January 26, 2017
18.	14877	January 27, 2017
19.	14877	January 30, 2017
20.	14877	January 31, 2017
21.	14877	February 1, 2017
22.	14877	February 2, 2017
23.	14877	February 3, 2017
24.	14877	February 6, 2017
25.	14877	February 7, 2017
26.	14877	February 8, 2017
27.	14877	February 9, 2017
28.	14877	February 10, 2017
29.	14877	February 13, 2017
30.	14877	February 14, 2017
31.	14878	February 15, 2017
32.	14878	February 16, 2017
33.	14878	February 17, 2017
34.	14878	February 21, 2017
35.	14878	February 22, 2017
36.	14878	February 23, 2017
37.	14878	February 24, 2017
38.	14878	February 27, 2017
39.	14878	February 28, 2017
40.	14878	March 1, 2017
41.	14878	March 2, 2017
42.	14878	March 3, 2017
43.	14878	March 6, 2017
44.	14878	March 7, 2017
45.	14878	March 8, 2017
46.	14878	March 9, 2017
47.	14878	March 10, 2017
48.	14878	March 13, 2017
49.	14878	March 14, 2017
50.	14878	March 15, 2017
51.	14878	March 16, 2017

52.	14878	March 17, 2017
53.	14878	March 20, 2017
54.	14878	March 21, 2017
55.	14878	March 22, 2017
56.	14878	March 23, 2017
57.	14878	March 24, 2017
58.	14878	March 27, 2017
59.	14878	March 28, 2017
60.	14878	March 29, 2017
61.	14878	March 30, 2017
62.	14878	March 31, 2017
63.	14878	April 3, 2017
64.	14878	April 4, 2017
65.	14878	April 5, 2017
66.	14878	April 6, 2017
67.	14878	April 7, 2017
68.	14878	April 10, 2017
69.	14878	April 11, 2017
70.	14878	April 12, 2017
71.	14878	April 13, 2017
72.	14878	April 17, 2017
73.	14878	April 18, 2017
74.	14878	April 19, 2017
75.	14878	April 20, 2017
76.	14878	April 21, 2017
77.	14878	April 24, 2017
78.	14878	April 25, 2017
79.	14878	April 26, 2017
80.	14878	April 27, 2017

3. Please confirm that the foregoing correctly sets forth the terms of the agreement between Dealer and Issuer with respect to the Transaction, by manually signing this Confirmation or this page hereof as evidence of agreement to such terms and providing the other information requested herein and returning an executed copy to us.

Yours faithfully,

MORGAN STANLEY & CO. INTERNATIONAL PLC

By: /s/ Rajul Patel
Name: Rajul Patel
Title: Authorized Signatory

MORGAN STANLEY & CO. LLC
as Agent

By: /s/ Serkman Savasoglu
Name: Serkman Savasoglu
Title: Managing Director

Accepted and confirmed
as of the Trade Date:

REGENERON PHARMACEUTICALS, INC.

By: /s/ Joseph J. LaRosa
Authorized Signatory
Name: Joseph J. LaRosa
Title: Senior Vice President, General Counsel & Secretary

[Signature Page to Warrant Confirm]