FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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FILER

AMGEN INC

CIK:**318154**| IRS No.: **953540776** | State of Incorp.:**DE** | Fiscal Year End: **1231**
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SIC: **2836** Biological products, (no disgnostic substances)

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

Form 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2011

OR

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

Commission file number 000-12477

Amgen Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**95-3540776** (I.R.S. Employer Identification No.)
One Amgen Center Drive, Thousand Oaks, California (Address of principal executive offices)	**91320-1799** (Zip Code)

(805) 447-1000
(Registrant' s telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or Section 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

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

Large accelerated filer ☑	Accelerated filer ☐	Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act) Yes ☐ No ☑

As of April 29, 2011, the registrant had 929,730,507 shares of common stock, $0.0001 par value, outstanding.

AMGEN INC.

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PART I – FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

AMGEN INC.

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share data)
(Unaudited)

	Three months ended March 31,	
	2011	**2010**
Revenues:		
Product sales	$3,618	$3,528
Other revenues	88	64
Total revenues	3,706	3,592
Operating expenses:		
Cost of sales (excludes amortization of certain acquired intangible assets presented below)	564	508
Research and development	736	646
Selling, general and administrative	1,023	884
Amortization of certain acquired intangible assets	74	74
Other	16	(1)
Total operating expenses	2,413	2,111
Operating income	1,293	1,481
Interest expense, net	135	145
Interest and other income, net	148	84
Income before income taxes	1,306	1,420
Provisions for income taxes	181	253
Net income	$1,125	$1,167
Earnings per share:		
Basic	$1.21	$1.19
Diluted	$1.20	$1.18
Shares used in calculation of earnings per share:		
Basic	933	982
Diluted	941	988

See accompanying notes.

AMGEN INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except per share data)
(Unaudited)

	March 31, 2011	December 31, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,266	$ 3,287
Marketable securities	14,092	14,135
Trade receivables, net	2,517	2,335
Inventories	2,098	2,022
Other current assets	1,716	1,350
Total current assets	21,689	23,129
Property, plant and equipment, net	5,455	5,522
Intangible assets, net	2,808	2,230
Goodwill	11,504	11,334
Other assets	1,258	1,271
Total assets	$ 42,714	$ 43,486
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 832	$ 716
Accrued liabilities	3,334	3,366
Current portion of convertible notes	83	2,488
Total current liabilities	4,249	6,570
Convertible notes	2,246	2,296
Other long-term debt.	8,578	8,578
Other non-current liabilities	2,657	2,098
Contingencies and commitments		
Stockholders' equity:		
Common stock and additional paid-in capital; $0.0001 par value; 2,750 shares authorized; outstanding - 933 shares in 2011 and 932 shares in 2010	27,376	27,299
Accumulated deficit	(2,383)	(3,508)
Accumulated other comprehensive (loss) income	(9)	153
Total stockholders' equity	24,984	23,944
Total liabilities and stockholders' equity	$ 42,714	$ 43,486

See accompanying notes.

AMGEN INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Three months ended March 31,	
	2011	**2010**
Cash flows from operating activities:		
Net income	$1,125	$1,167
Depreciation and amortization	273	252
Stock-based compensation expense	77	68
Other items, net	14	10
Changes in operating assets and liabilities, net of acquisitions:		
Trade receivables, net	(181)	(162)
Inventories	(78)	21
Other current assets	(62)	(43)
Accounts payable	(38)	308
Accrued income taxes	8	(189)
Other accrued liabilities	(108)	(519)
Net cash provided by operating activities	1,030	913
Cash flows from investing activities:		
Purchases of property, plant and equipment	(100)	(94)
Cash paid for acquisitions, net of cash acquired	(403)	–
Purchases of marketable securities	(7,203)	(3,160)
Proceeds from sales of marketable securities	6,933	2,170
Proceeds from maturities of marketable securities	224	141
Other	(6)	(12)
Net cash used in investing activities	(555)	(955)
Cash flows from financing activities:		
Repayment of debt	(2,500)	–
Repurchases of common stock	(14)	(1,587)
Net proceeds from issuance of debt	–	989
Net proceeds from issuance of common stock in connection with the Company' s equity award programs	16	26
Other	2	(4)
Net cash used in financing activities	(2,496)	(576)
Decrease in cash and cash equivalents	(2,021)	(618)
Cash and cash equivalents at beginning of period	3,287	2,884
Cash and cash equivalents at end of period	$1,266	$2,266

See accompanying notes.

AMGEN INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
March 31, 2011
(Unaudited)

1. Summary of significant accounting policies

Business

Amgen Inc. (including its subsidiaries, referred to as "Amgen," "the Company," "we," "our" or "us") is a global biotechnology medicines company that discovers, develops, manufactures and markets medicines for grievous illnesses. We concentrate on innovating novel medicines based on advances in cellular and molecular biology and we operate in one business segment, human therapeutics.

Basis of presentation

The financial information for the three months ended March 31, 2011 and 2010 is unaudited but includes all adjustments (consisting of only normal recurring adjustments, unless otherwise indicated), which Amgen considers necessary for a fair presentation of its condensed consolidated results of operations for those periods. Interim results are not necessarily indicative of results for the full fiscal year.

The condensed consolidated financial statements should be read in conjunction with our consolidated financial statements and the notes thereto contained in our Annual Report on Form 10-K for the year ended December 31, 2010.

Principles of consolidation

The condensed consolidated financial statements include the accounts of Amgen as well as its wholly owned subsidiaries. We do not have any significant interests in any variable interest entities. All material intercompany transactions and balances have been eliminated in consolidation.

Use of estimates

The preparation of condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results may differ from those estimates.

Revenue recognition for arrangements with multiple-deliverables

From time to time, we enter into arrangements for the research and development (R&D), manufacture and/or commercialization of products and product candidates. These arrangements may require us to deliver various rights, services and/or goods across the entire life cycle of a product or product candidate, including (i) intellectual property rights/license, (ii) R&D services, (iii) manufacturing services and/or (iv) commercialization services. The underlying terms of these arrangements generally provide for consideration to Amgen in the form of non-refundable upfront license payments, R&D and commercial performance milestone payments, cost sharing and/or royalty payments.

In October 2009, the Financial Accounting Standards Board issued a new accounting standard which amends the guidance on the accounting for arrangements involving the delivery of more than one element. This standard addresses the determination of the unit(s) of accounting for multiple-element arrangements and how the arrangement' s consideration should be allocated to each unit of accounting. The Company adopted this new accounting standard on a prospective basis for all multiple-element arrangements entered into on or after January 1, 2011 and for any multiple-element arrangements that were entered into prior to January 1, 2011 but materially modified on or after January 1, 2011.

Pursuant to the new standard, each required deliverable is evaluated to determine if it qualifies as a separate unit of accounting. For Amgen this determination is generally based on whether the deliverable has "stand-alone value" to the customer. The arrangement' s consideration is then allocated to each separate unit of accounting based on the relative selling price of each deliverable. The estimated selling price of each deliverable is determined using the following hierarchy of values: (i) vendor-specific objective evidence of fair value, (ii) third-party evidence of selling price, and (iii) best estimate of selling price (BESP). The BESP reflects our best estimate of what the selling price would be if the deliverable was regularly sold by us on a stand-alone basis. We expect, in general, to use the BESP for allocating consideration to each deliverable. In general, the consideration allocated to each unit

of accounting is then recognized as the related goods or services are delivered limited to the consideration that is not contingent upon future deliverables.

For multiple-element arrangements entered into prior to January 1, 2011 and not materially modified thereafter, we continue to apply our prior accounting policy with respect to such arrangements. Under this policy, in general, revenue from non-refundable, upfront fees related to intellectual property rights/licenses where we have continuing involvement is recognized ratably over the estimated period of ongoing involvement because there is no objective and reliable evidence of fair value for any undelivered item to allow the delivered item to be considered a separate unit of accounting. This requirement with respect to the fair value of undelivered items was eliminated in the newly issued accounting standard. In general, the consideration with respect to the other deliverables is recognized when the goods or services are delivered.

Under all of our multiple-element arrangements, consideration associated with at risk substantive performance milestones is recognized as revenue upon the achievement of the related milestone, as defined in the respective agreements.

The impact of adopting this new accounting standard is dependent on the terms and conditions of any future arrangement that we may enter into that includes multiple-deliverables, however, its adoption is not expected to have a material impact on our consolidated results of operations or financial position. The primary impact of adopting the new accounting standard is expected to be the earlier recognition of revenue associated with delivering rights to the underlying intellectual property.

The adoption of this accounting standard did not have a material impact on our condensed consolidated results of operations or financial position for the three months ended March 31, 2011. Our consolidated results of operations or financial position for 2010 also would not have been materially impacted if the accounting standard had been adopted on January 1, 2010.

Inventories

Inventories are stated at the lower of cost or market. Cost, which includes amounts related to materials, labor and overhead, is determined in a manner which approximates the first-in, first-out method. Cost also includes the impact of the recently enacted Puerto Rico excise tax related to our manufacturing operations in Puerto Rico. The Company capitalizes inventories produced in preparation for product launches when the related product candidates are considered to have a high probability of regulatory approval and the related costs are expected to be recoverable through the commercialization of the product. See Note 7, Inventories.

Property, plant and equipment, net

Property, plant and equipment is recorded at historical cost, net of accumulated depreciation and amortization of $5.3 billion and $5.2 billion as of March 31, 2011 and December 31, 2010, respectively.

Business combinations

Business combinations are accounted for using the acquisition method of accounting. Under the acquisition method, assets acquired, including in-process research and development (IPR&D) projects, and liabilities assumed are recorded at their respective fair values as of the acquisition date in our condensed consolidated financial statements. The excess of the acquisition date fair value of consideration over the fair value of the net assets acquired is recorded as goodwill. Contingent consideration obligations incurred in connection with a business combination are recorded at their fair values on the acquisition date. We revalue these obligations each subsequent reporting period until the related contingencies are resolved and record changes in their fair values in earnings. See Note 2, Acquisitions.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

2. Acquisitions

On March 4, 2011, we acquired all of the outstanding stock of BioVex Group, Inc. (BioVex), a privately held biotechnology company developing treatments for cancer and the prevention of infectious disease, including OncoVEX$^{GM\text{-}CSF}$, a novel oncolytic vaccine in phase 3 clinical development for the treatment of melanoma and head and neck cancer. This transaction, which was accounted for as a business combination, provides us with an opportunity to expand our efforts to bring novel therapeutics to market. Upon its acquisition, BioVex became a wholly owned subsidiary of Amgen.

The aggregate acquisition date consideration to acquire BioVex consisted of (in millions):

Cash paid to former shareholders of BioVex	$407
Fair value of contingent consideration obligations	190
Total consideration	$597

The cash consideration reflects a reduction in the purchase price related to changes in working capital and excludes amounts that have been and may be paid to the employees of BioVex who became Amgen employees upon the acquisition, including $7 million paid to settle unvested employee options to acquire stock in BioVex which we expensed at the acquisition date.

In connection with this acquisition, we are obligated to make additional payments to the former shareholders of BioVex of up to $575 million contingent upon the achievement of certain regulatory and sales milestones with regard to OncoVEX$^{GM\text{-}CSF}$, including the filing of a biologics license application with the U.S. Food and Drug Administration (FDA), the first commercial sale in each of the United States and the European Union following receipt of marketing approval, which includes use of the product in specified patient populations, and upon achieving specified levels of sales. The estimated aggregate fair value of the contingent consideration obligations as of the acquisition date of $190 million was determined using a combination of valuation techniques. The contingent consideration obligations to make regulatory milestone payments were valued based on assumptions regarding the probability of achieving the milestones and making the related payments with such amounts discounted to present value. The contingent consideration obligations to make sales milestone payments were valued based on assumptions regarding the probability of achieving specified product sales thresholds to determine the required payments with such amounts discounted to present value.

We allocated the total consideration to the acquisition date fair values of assets acquired and liabilities assumed as follows (in millions):

Intangible assets − IPR&D	$675
Goodwill	170
Deferred tax liabilities	(246)
Other assets and liabilities acquired, net	(2)
Total consideration	$597

Intangible assets are composed of the estimated fair value of acquired IPR&D related to OncoVEX$^{GM\text{-}CSF}$. The estimated fair value was determined using a probability-weighted income approach, which discounts expected future cash flows to present value. The estimated net cash flows were discounted to present value using a discount rate of 11%, which is based on the estimated weighted average cost of capital for companies with characteristics similar to BioVex. This is comparable to the estimated internal rate of return on BioVex operations and represents the rate that market participants would use to value the intangible assets. The projected cash flows from OncoVEX$^{GM\text{-}CSF}$ were based on certain key assumptions, including estimates of future revenue and expenses taking into account the stage of development of OncoVEX$^{GM\text{-}CSF}$ at the acquisition date, the time and resources needed to complete development and the probabilities of obtaining marketing approval from the FDA and other regulatory agencies. IPR&D intangible assets acquired in a business combination are considered to be indefinite-lived until the completion or abandonment of the associated R&D efforts.

The excess of the acquisition date consideration over the fair values assigned to the assets acquired and the liabilities assumed of $170 million was recorded as goodwill, which is not deductible for tax purposes. Goodwill is primarily attributable to the deferred tax consequences of acquired IPR&D recorded for financial statement purposes.

The amounts initially recorded for acquired IPR&D intangible assets and tax-related liabilities are preliminary. The amounts will be finalized upon collection of the appropriate information with respect to the BioVex intercompany arrangements related to the acquired IPR&D and the tax impacts thereof.

BioVex is included in our condensed consolidated financial statements commencing on the acquisition date. Pro forma supplemental condensed consolidated financial information assuming the acquisition occurred on January 1, 2011 and 2010 is not provided as the impact would not be material to our condensed consolidated results of operations.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Income taxes

The effective tax rates for the three months ended March 31, 2011 and 2010 are different from the statutory rates primarily as a result of indefinitely invested earnings of our foreign operations. We do not provide for U.S. income taxes on undistributed earnings of our foreign operations that are intended to be invested indefinitely outside the United States. The effective tax rate for the three months ended March 31, 2011 was further reduced by foreign tax credits associated with the new Puerto Rico excise tax.

Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the purchase of goods and services from a related manufacturer in Puerto Rico. This excise tax is currently scheduled to expire in 2016. We account for the excise tax as a manufacturing cost that is capitalized in inventory and expensed in cost of sales when the related products are sold. For U.S. income tax purposes, a significant portion of the excise tax results in tax credits that are recognized in our provision for income taxes when the excise tax is paid. Our effective tax rate for the three months ended March 31, 2011 without the impact of the tax credits associated with the new Puerto Rico excise tax would have been 18.8%.

One or more of our legal entities file income tax returns in the U.S. federal jurisdiction, various U.S. state jurisdictions and certain foreign jurisdictions. Our income tax returns are routinely audited by the tax authorities in those jurisdictions. Significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions, the use of tax credits and allocations of income among various tax jurisdictions because of differing interpretations of tax laws and regulations. We are no longer subject to U.S. federal income tax examinations for years ended on or before December 31, 2006 or to California state income tax examinations for years ended on or before December 31, 2003.

The Internal Revenue Service (IRS) is currently examining our U.S. income tax returns for the years ended December 31, 2007, 2008 and 2009. As of March 31, 2011, the Company and the IRS have agreed to certain transfer pricing adjustments for the year ended December 31, 2009 and the Company has, accordingly, adjusted its liability for unrecognized tax benefits (UTBs) as discussed below. The remainder of this examination is expected to be completed in 2012.

During the three months ended March 31, 2011, the gross amount of our UTBs increased by approximately $72 million as a result of tax positions taken during the current year. During the three months ended March 31, 2011, the gross amount of our UTBs decreased by approximately $201 million as a result of resolving certain transfer pricing matters related to prior years. Substantially all of the UTBs as of March 31, 2011, if recognized, would affect our effective tax rate.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Earnings per share

The computation of basic earnings per share (EPS) is based upon the weighted-average number of our common shares outstanding. The computation of diluted EPS is based upon the weighted-average number of our common shares and dilutive potential common shares outstanding. Dilutive potential common shares outstanding, determined using the treasury stock method, principally include: shares that may be issued under our stock option, restricted stock and performance unit awards; our 2011 Convertible Notes and 2013 Convertible Notes, as discussed below; and our outstanding warrants (collectively "dilutive securities"). The convertible note hedges purchased in connection with the issuance of our convertible notes are excluded from the calculation of diluted EPS as their impact is always anti-dilutive.

Upon conversion of our 2011 Convertible Notes (while they were outstanding) and 2013 Convertible Notes, the principal amount would be settled in cash and the excess of the conversion value, as defined, over the principal amount may be settled in cash and/or shares of our common stock. Therefore, only the shares of our common stock potentially issuable with respect to the excess of the notes' conversion value over their principal amount, if any, are considered as dilutive potential common shares for purposes of calculating diluted EPS.

The following table sets forth the computation for basic and diluted EPS (in millions, except per share data):

	Three months ended March 31,	
	2011	**2010**
Income (Numerator):		
Net income for basic and diluted EPS	$1,125	$1,167
Shares (Denominator):		
Weighted-average shares for basic EPS	933	982
Effect of dilutive securities	8	6
Weighted-average shares for diluted EPS	941	988
Basic EPS	$1.21	$1.19
Diluted EPS	$1.20	$1.18

For the three months ended March 31, 2011 and 2010, there were employee stock options, calculated on a weighted average basis, to purchase 39 million and 40 million shares of our common stock, respectively, with exercise prices greater than the average market prices of our common stock for these periods that are not included in the computation of diluted EPS as their impact would have been anti-dilutive. In addition, shares of our common stock which may be issued upon exercise of our warrants are not included in the computation of diluted EPS for any of the periods presented above as their impact would have been anti-dilutive.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. Cost savings initiatives

Manufacturing operations at Fremont, California

As part of continuing efforts to optimize our network of manufacturing facilities and improve cost efficiencies, on January 18, 2011, we entered into an agreement whereby Boehringer Ingelheim (BI) agreed to acquire all of our rights in and substantially all assets at our manufacturing operations located in Fremont, California. The transaction was approved by Amgen' s Board of Directors in December 2010 and closed in March 2011. In connection with the closing of this transaction, BI has or will assume our obligations under the facility' s operating lease agreements and has entered into an agreement to manufacture certain quantities of our marketed product Vectibix®, for us at this facility through December 31, 2012 (the "supply agreement").

Due to the lack of sufficient initial investment by BI in the acquisition of this facility and our ongoing involvement with these operations, the transaction did not meet the accounting requirements to be treated as a sale involving real estate. As a result, the related assets will continue to be carried on our Condensed Consolidated Balance Sheet.

We considered this transaction with BI to be a potential indicator of impairment and, accordingly, we performed an impairment analysis of the carrying values of the related fixed assets as of December 31, 2010. Based on this analysis, we determined that no future economic benefit would be received from a manufacturing line at the facility that had not yet been completed. As a result, we wrote off its entire carrying value, which aggregated $118 million for the three months ended December 31, 2010.

The carrying values of the remaining fixed assets, aggregating approximately $133 million, were determined to be fully recoverable. However, as a result of this transaction, we reduced the estimated remaining useful lives of these fixed assets to coincide with the period covered by the supply agreement. During the three months ended March 31, 2011, we recorded incremental depreciation in excess of what otherwise would have been recorded of approximately $10 million. This amount is included in Cost of sales (excludes amortization of certain acquired intangible assets presented below) in the Condensed Consolidated Statement of Income. In addition, due to the assignment to BI of the obligations under certain of the facility' s operating leases in March 2011, we recorded a charge of approximately $11 million in the three months ended March 31, 2011 with respect to the lease period beyond the end of the supply agreement. This amount is recorded in Cost of sales (excludes amortization of certain acquired intangible assets presented below) in the Condensed Consolidated Statement of Income.

Other

As part of continuing efforts to improve cost efficiencies in our manufacturing operations, we also recorded certain charges aggregating $16 million during the three months ended March 31, 2011, which are included in Other in the Condensed Consolidated Statement of Income.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. Available-for-sale investments

The fair values of available-for-sale investments by type of security, contractual maturity and classification in the Condensed Consolidated Balance Sheets were as follows (in millions):

Type of security as of March 31, 2011	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 3,573	$ 7	$ (23)	$ 3,557
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	1,660	13	(2)	1,671
Foreign and other	796	14	–	810
Corporate debt securities:				
Financial	2,957	55	(11)	3,001
Industrial	3,131	72	(6)	3,197
Other	352	10	(1)	361
Mortgage and asset backed securities	1,498	4	(7)	1,495
Money market mutual funds	1,075	–	–	1,075
Total debt securities	15,042	175	(50)	15,167
Equity securities	52	–	(4)	48
	$ 15,094	$ 175	$ (54)	$ 15,215

Type of security as of December 31, 2010	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 5,044	$ 50	$ (14)	$ 5,080
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	2,158	51	(1)	2,208
Foreign and other	837	16	(1)	852
Corporate debt securities:				
Financial	2,252	53	(9)	2,296
Industrial	2,441	71	(5)	2,507
Other	307	10	(1)	316
Mortgage and asset backed securities	841	5	(5)	841
Money market mutual funds	3,030	–	–	3,030
Other short-term interest bearing securities	147	–	–	147
Total debt securities	17,057	256	(36)	17,277
Equity securities	50	–	(2)	48
	$ 17,107	$ 256	$ (38)	$ 17,325

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Contractual maturity	March 31, 2011	December 31, 2010
Maturing in one year or less	$ 1,713	$ 4,118
Maturing after one year through three years	7,049	6,736
Maturing after three years through five years	5,367	5,812
Maturing after five years	1,038	611
Total debt securities	15,167	17,277
Equity securities	48	48
	$ 15,215	$ 17,325

Classification in the Condensed Consolidated Balance Sheets	March 31, 2011	December 31, 2010
Cash and cash equivalents	$ 1,266	$ 3,287
Marketable securities	14,092	14,135
Other assets − noncurrent	48	48
	15,406	17,470
Less cash	(191)	(145)
	$ 15,215	$ 17,325

For the three months ended March 31, 2011 and 2010, realized gains totaled $89 million and $21 million, respectively, and realized losses totaled $8 million and $2 million, respectively. The cost of securities sold is based on the specific identification method.

The primary objective of our investment portfolio is to enhance overall returns in an efficient manner while maintaining safety of principal, prudent levels of liquidity and acceptable levels of risk. Our investment policy limits debt security investments to certain types of debt and money market instruments issued by institutions with primarily investment grade credit ratings and places restrictions on maturities and concentration by type and issuer.

We review our available-for-sale investments for other-than-temporary declines in fair value below our cost basis each quarter and whenever events or changes in circumstances indicate that the cost basis of an asset may not be recoverable. This evaluation is based on a number of factors, including the length of time and extent to which the fair value has been below our cost basis and adverse conditions related specifically to the security, including any changes to the credit rating of the security by a rating agency. As of March 31, 2011 and December 31, 2010, we believe the cost bases for our available-for-sale investments were recoverable in all material respects.

7. Inventories

Inventories consisted of the following (in millions):

	March 31, 2011	December 31, 2010
Raw materials	$ 135	$ 128
Work in process	1,445	1,382
Finished goods	518	512
	$ 2,098	$ 2,022

8. Financing arrangements

The following table reflects the carrying values and the fixed contractual coupon rates of our borrowings under our various financing arrangements (dollar amounts in millions):

	March 31, 2011	December 31, 2010
0.125% convertible notes due 2011 (2011 Convertible Notes)	$ –	$ 2,488
0.375% convertible notes due 2013 (2013 Convertible Notes)	2,246	2,213
5.85% notes due 2017 (2017 Notes)	1,099	1,099
4.85% notes due 2014 (2014 Notes)	1,000	1,000
5.70% notes due 2019 (2019 Notes)	998	998
6.40% notes due 2039 (2039 Notes)	996	996
6.375% notes due 2037 (2037 Notes)	899	899
3.45% notes due October 2020 (October 2020 Notes)	897	897
5.75% notes due 2040 (2040 Notes)	696	696
4.95% notes due 2041 (2041 Notes)	595	595
6.15% notes due 2018 (2018 Notes)	499	499
6.90% notes due 2038 (2038 Notes)	499	499
4.50% notes due March 2020 (March 2020 Notes)	300	300
Other notes including our zero coupon convertible notes	183	183
Total borrowings	10,907	13,362
Less current portion	(83)	(2,488)
Total non-current debt	$ 10,824	$ 10,874

The holders of our zero coupon convertible notes due in 2032 have the right to put the debt to us for repayment on March 1, 2012. Accordingly the debt is classified as a current liability as of March 31, 2011.

Debt repayments

In February 2011, the 2011 Convertible Notes became due, and we repaid the $2.5 billion aggregate principal amount. As these convertible notes were cash settleable, the debt and equity components of these notes were bifurcated and accounted for separately. The discounted carrying value of the debt component resulting from the bifurcation was accreted back to the principal amount over the period the notes were outstanding. The total aggregate amount repaid, including the amount related to the debt discount of $643 million resulting from the bifurcation, is included in Cash flows from financing activities in the Condensed Consolidated Statements of Cash Flows.

Shelf registration statement

In March 2011, we filed a shelf registration statement with the Securities and Exchange Commission (SEC) to replace an existing shelf registration statement that was scheduled to expire in April 2011. This shelf registration allows us to issue an unspecified amount of: debt securities; common stock; preferred stock; warrants to purchase debt securities, common stock, preferred stock or depository shares; rights to purchase common stock or preferred stock; securities purchase contracts; securities purchase units; and depository shares. Under this registration statement, all of the securities available for issuance may be offered from time to time with terms to be determined at the time of issuance. This shelf registration expires in March 2014.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

9. Stockholders' equity

Stock repurchase program

The following table is a summary of activity under our stock repurchase program (in millions):

	2011		2010	
	Shares	Dollars	Shares	Dollars
First quarter	–	$–	29.1	$1,684

In December 2009, the Board of Directors authorized us to repurchase up to an additional $5.0 billion of our common stock of which a total of $2.2 billion remains available as of March 31, 2011. In addition, in April 2011, the Board of Directors authorized us to repurchase up to an additional $5.0 billion of our common stock.

10. Fair value measurement

We use various valuation approaches in determining the fair value of our financial assets and liabilities within a hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances. The fair value hierarchy is broken down into three levels based on the source of inputs as follows:

Level 1 – Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access

Level 2 – Valuations for which all significant inputs are observable, either directly or indirectly, other than level 1 inputs

Level 3 – Valuations based on inputs that are unobservable and significant to the overall fair value measurement

The availability of observable inputs can vary among the various types of financial assets and liabilities. To the extent that the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for financial statement disclosure purposes, the level in the fair value hierarchy within which the fair value measurement is categorized is based on the lowest level of input used that is significant to the overall fair value measurement.

The following fair value hierarchy tables present information about each major class of the Company's financial assets and liabilities measured at fair value on a recurring basis (in millions):

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Fair value measurement as of March 31, 2011 using:	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
Assets:				
Available-for-sale securities:				
U.S. Treasury securities	$ 3,557	$ –	$ –	$ 3,557
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	–	1,671	–	1,671
Foreign and other	–	810	–	810
Corporate debt securities:				
Financial	–	3,001	–	3,001
Industrial	–	3,197	–	3,197
Other	–	361	–	361
Mortgage and asset backed securities	–	1,495	–	1,495
Money market mutual funds	1,075	–	–	1,075
Equity securities	48	–	–	48
Derivatives:				
Foreign currency contracts	–	57	–	57
Interest rate swap contracts	–	160	–	160
Total assets	$ 4,680	$ 10,752	$ –	$ 15,432
Liabilities:				
Derivatives:				
Foreign currency contracts	$ –	$ 189	$ –	$ 189
Interest rate swap contracts	–	12	–	12
Contingent consideration obligations in connection with a business combination	–	–	190	190
Total liabilities	$ –	$ 201	$ 190	$ 391

Fair value measurement as of December 31, 2010 using:	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
Assets:				
Available-for-sale securities:				
U.S. Treasury securities	$ 5,080	$ –	$ –	$ 5,080
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	–	2,208	–	2,208
Foreign and other	–	852	–	852
Corporate debt securities:				
Financial	–	2,296	–	2,296
Industrial	–	2,507	–	2,507
Other	–	316	–	316
Mortgage and asset backed securities	–	841	–	841

Money market mutual funds	3,030	–	–	3,030
Other short-term interest bearing securities	–	147	–	147
Equity securities	48	–	–	48
Derivatives:				
Foreign currency contracts	–	154	–	154
Interest rate swap contracts	–	195	–	195
Total assets	$ 8,158	$ 9,516	$ –	$ 17,674
Liabilities:				
Derivatives:				
Foreign currency contracts	$ –	$ 103	$ –	$ 103
Total liabilities	$ –	$ 103	$ –	$ 103

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The fair value of our U.S. Treasury securities, money market mutual funds and equity securities are based on quoted market prices in active markets with no valuation adjustment.

Substantially all of our other government related and corporate debt securities are investment grade with maturity dates of five years or less. Our other government related debt securities portfolio is comprised of securities with a weighted average credit rating of "AAA" or equivalent by Standard and Poor' s (S&P), Moody' s Investors Services, Inc. (Moody' s) or Fitch, Inc. (Fitch), and our corporate debt securities portfolio has a weighted average credit rating of "A" or equivalent by S&P, Moody' s or Fitch. We estimate the fair value of these securities taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income and market based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades and broker/dealer quotes of the same or similar securities, issuer credit spreads, benchmark securities and other observable inputs.

Our mortgage and asset backed securities portfolio is comprised entirely of senior tranches, with a credit rating of "AAA" or equivalent by S&P, Moody' s or Fitch. We estimate the fair value of these securities taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income and market based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades and broker/dealer quotes of the same or similar securities, issuer credit spreads, benchmark securities, prepayment/default projections based on historical data and other observable inputs.

We value our other short-term interest bearing securities at amortized cost which approximates fair value given their near term maturity dates.

Substantially all of our foreign currency forward and option derivatives contracts have maturities of three years or less and all are entered into with counterparties that have a minimum credit rating of "A-" or equivalent by S&P, Moody' s or Fitch. We estimate the fair value of these contracts taking into consideration valuations obtained from a third-party valuation service that utilizes an income-based industry standard valuation model for which all significant inputs are observable, either directly or indirectly. These inputs include quoted foreign currency spot rates, forward points, London Interbank Offered Rate (LIBOR) and swap curves and obligor credit default swap rates. In addition, inputs for our foreign currency option contracts also include implied volatility measures. These inputs, where applicable, are at commonly quoted intervals. As of March 31, 2011 and December 31, 2010, we had open foreign currency forward contracts with notional amounts of $3.4 billion and $3.2 billion, respectively, and open foreign currency option contracts with notional amounts of $300 million and $398 million, respectively, that were primarily Euro-based and were designated as cash flow hedges. In addition, as of March 31, 2011 and December 31, 2010, we had $788 million and $670 million, respectively, of open foreign currency forward contracts to reduce exposure to fluctuations in value of certain assets and liabilities denominated in foreign currencies that were primarily Euro-based and that were not designated as hedges. (See Note 11, Derivative instruments.)

Our interest rate swap contracts are entered into with counterparties that have a minimum credit rating of "A-" or equivalent by S&P, Moody' s or Fitch. We estimate the fair value of these contracts using an income-based industry standard valuation model for which all significant inputs are observable either directly or indirectly. These inputs include LIBOR and swap curves and obligor credit default swap rates. We had interest rate swap agreements with an aggregate notional amount of $3.6 billion as of March 31, 2011 and December 31, 2010 that were designated as fair value hedges. (See Note 11, Derivative instruments.)

Contingent consideration obligations in connection with a business combination were incurred as a result of our acquisition of BioVex in March 2011. The fair value measurements of contingent consideration obligations are based on significant unobservable inputs, and accordingly, such amounts are considered Level 3 measurements. There was no material change in the fair values of these obligations from the acquisition date through March 31, 2011. For a description of the valuation methodology and related assumptions used to estimate the fair values of the contingent consideration obligations, see Note 2, Acquisitions.

There have been no transfers of assets or liabilities between the fair value measurement levels and there were no material remeasurements to fair value during the three months ended March 31, 2011 and 2010 of assets and liabilities that are not measured at fair value on a recurring basis.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Summary of the fair value of other financial instruments

Short-term assets and liabilities

The estimated fair values of cash equivalents, accounts receivable and accounts payable approximate their carrying values due to the short-term nature of these financial instruments.

Borrowings

We estimate the fair value of our convertible notes using an income-based industry standard valuation model for which all significant inputs are observable either directly or indirectly, including benchmark yields adjusted for our credit risk (Level 2). The fair values of our convertible notes exclude their equity components and represent only the liability components of these instruments as their equity components are included in Common stock and additional paid-in capital in the Condensed Consolidated Balance Sheets. We estimate the fair value of our other long-term notes taking into consideration indicative prices obtained from a third party financial institution that utilizes industry standard valuation models, including both income and market based approaches, for which all significant inputs are observable, either directly or indirectly. These inputs include reported trades and broker/dealer quotes of the same or similar securities, credit spreads, benchmark yields and other observable inputs (Level 2). The following tables present the carrying values and estimated fair values of our borrowings (in millions):

	March 31, 2011		December 31, 2010	
	Carrying value	Fair value	Carrying value	Fair value
2011 Convertible Notes	$ –	$ –	$ 2,488	$ 2,501
2013 Convertible Notes	2,246	2,480	2,213	2,479
2017 Notes	1,099	1,245	1,099	1,280
2014 Notes	1,000	1,094	1,000	1,101
2019 Notes	998	1,107	998	1,139
2039 Notes	996	1,089	996	1,149
2037 Notes	899	974	899	1,027
October 2020 Notes	897	836	897	857
2040 Notes	696	699	696	734
2041 Notes	595	546	595	564
2018 Notes	499	568	499	584
2038 Notes	499	591	499	607
March 2020 Notes	300	307	300	311
Other notes including our zero coupon debt	183	204	183	214
Total	$ 10,907	$ 11,740	$ 13,362	$ 14,547

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

11. Derivative instruments

The Company is exposed to risks related to its business operations, certain of which are managed through derivative instruments. The risks that we manage by using derivative instruments are foreign exchange rate risk and interest rate risk. We use financial instruments including foreign currency forward, foreign currency option, forward interest rate and interest rate swap contracts to reduce our risk to these exposures. We do not use derivatives for speculative trading purposes.

We recognize all of our derivative instruments as either assets or liabilities at fair value in the Condensed Consolidated Balance Sheets (see Note 10, Fair value measurement). The accounting for changes in the fair value of a derivative instrument depends on whether it has been formally designated and qualifies as part of a hedging relationship under the applicable accounting standards and, further, on the type of hedging relationship. For derivatives formally designated as hedges, we assess both at inception and quarterly thereafter, whether the hedging derivatives are highly effective in offsetting changes in either the fair value or cash flows of the hedged item. Our derivatives that are not designated and do not qualify as hedges are adjusted to fair value through current earnings.

Cash flow hedges

We are exposed to possible changes in values of certain anticipated foreign currency cash flows resulting from changes in foreign currency exchange rates, associated primarily with our international product sales denominated in Euros. Increases or decreases in the cash flows associated with our international product sales due to movements in foreign currency exchange rates are partially offset by the corresponding increases and decreases in our international operating expenses resulting from these foreign currency exchange rate movements. To further reduce our exposure to foreign currency exchange rate fluctuations on our international product sales, we enter into foreign currency forward and option contracts to hedge a portion of our projected international product sales primarily over a three-year time horizon with, at any given point in time, a higher percentage of nearer term projected product sales being hedged than successive periods. As of March 31, 2011 and December 31, 2010, we had open foreign currency forward contracts with notional amounts of $3.4 billion and $3.2 billion, respectively, and open foreign currency option contracts with notional amounts of $300 million and $398 million, respectively. These foreign currency forward and option contracts, primarily Euro-based, have been designated as cash flow hedges, and accordingly, the effective portion of the unrealized gains and losses on these contracts are reported in Accumulated Other Comprehensive Income (AOCI) in the Condensed Consolidated Balance Sheets and reclassified to earnings in the same periods during which the hedged transactions affect earnings.

In connection with the anticipated issuance of long-term fixed-rate debt, we occasionally enter into forward interest rate contracts in order to hedge the variability in cash flows due to changes in the applicable Treasury rate between the time we enter into these contracts and the time the related debt is issued. Gains and losses on such contracts, which are designated as cash flow hedges, are reported in AOCI and amortized into earnings over the lives of the associated debt issuances.

The following table reflects the effective portion of the unrealized gain/(loss) recognized in Other Comprehensive Income for our cash flow hedge contracts (in millions):

	Three months ended March 31,	
Derivatives in cash flow hedging relationships	**2011**	**2010**
Foreign currency contracts	$(197)	$175
Forward interest rate contracts	–	–
Total	$(197)	$175

The following table reflects the location in the Condensed Consolidated Statements of Income and the effective portion of the loss reclassified from AOCI into earnings for our cash flow hedge contracts (in millions):

		Three months ended March 31,	
Derivatives in cash flow hedging relationships	**Statements of Income location**	**2011**	**2010**
Foreign currency contracts	Product sales	$(8)	$(6)
Forward interest rate contracts	Interest expense, net	–	–
Total		$(8)	$(6)

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

No portions of our cash flow hedge contracts are excluded from the assessment of hedge effectiveness and the ineffective portions of these hedging instruments were approximately $1 million of expense and approximately $1 million of income for the three months ended March 31, 2011 and 2010, respectively. As of March 31, 2011, the amounts expected to be reclassified from AOCI into earnings over the next 12 months are approximately $104 million of losses on foreign currency forward and option contracts and approximately $1 million of losses on forward interest rate contracts.

Fair value hedges

To achieve a desired mix of fixed and floating interest rate debt, we have entered into interest rate swap agreements, which qualify and have been designated as fair value hedges. The terms of these interest rate swap agreements correspond to the related hedged debt instruments and effectively convert a fixed interest rate coupon to a floating LIBOR-based coupon over the lives of the respective notes. The rates on these swaps range from LIBOR plus 0.3% to LIBOR plus 2.6%. We had interest rate swap agreements with aggregate notional amounts of $3.6 billion as of March 31, 2011 and December 31, 2010. The interest rate swap agreements as of March 31, 2011 and December 31, 2010 were for our notes due in 2014, 2017, 2018 and 2019. For derivative instruments that are designated and qualify as a fair value hedge, the unrealized gain or loss on the derivative resulting from the change in fair value during the period as well as the offsetting unrealized loss or gain of the hedged item resulting from the change in fair value during the period attributable to the hedged risk are recognized in current earnings. For the three months ended March 31, 2011 and 2010, we included the unrealized gain on the hedged debt of $47 million and the unrealized loss on the hedged debt of $17 million, respectively, in the same line item, Interest expense, net in the Condensed Consolidated Statements of Income, as the offsetting unrealized loss of $47 million and the unrealized gain of $17 million, respectively, on the related interest rate swap agreements.

Derivatives not designated as hedges

We enter into foreign currency forward contracts to reduce our exposure to foreign currency fluctuations of certain assets and liabilities denominated in foreign currencies which are not designated as hedging transactions. These exposures are hedged on a month-to-month basis. As of March 31, 2011 and December 31, 2010, the total notional amounts of these foreign currency forward contracts, primarily Euro-based, were $788 million and $670 million, respectively.

The following table reflects the location in the Condensed Consolidated Statements of Income and the amount of gain/(loss) recognized in earnings for the derivative instruments not designated as hedging instruments (in millions):

		Three months ended March 31,	
Derivatives not designated as hedging instruments	**Statements of Income location**	**2011**	**2010**
Foreign currency contracts	Interest and other income, net	$(51)	$23

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following tables reflect the fair values of both derivatives designated as hedging instruments and not designated as hedging instruments included in the Condensed Consolidated Balance Sheets as of March 31, 2011 and December 31, 2010 (in millions):

	Derivative assets		Derivative liabilities	
March 31, 2011	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/ Other non-current assets	$160	Accrued liabilities/Other non-current liabilities	$12
Foreign currency contracts	Other current assets/ Other non-current assets	57	Accrued liabilities/Other non-current liabilities	189
Total derivatives designated as hedging instruments		217		201
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	–	Accrued liabilities	–
Total derivatives not designated as hedging instruments		–		–
Total derivatives		$217		$201

	Derivative assets		Derivative liabilities	
December 31, 2010	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/ Other non-current assets	$195	Accrued liabilities/Other non-current liabilities	$–
Foreign currency contracts	Other current assets/ Other non-current assets	154	Accrued liabilities/Other non-current liabilities	103
Total derivatives designated as hedging instruments		349		103
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	–	Accrued liabilities	–
Total derivatives not designated as hedging instruments		–		–
Total derivatives		$349		$103

Our derivative contracts that were in a liability position as of March 31, 2011 contain certain credit risk related contingent provisions that are triggered if (i) we were to undergo a change in control and (ii) our or the surviving entity' s creditworthiness deteriorates, which is generally defined as having either a credit rating that is below investment grade or a materially weaker creditworthiness after the change in control. If these events were to occur, the counterparties would have the right, but not the obligation, to close the contracts under early

termination provisions. In such circumstances, the counterparties could request immediate settlement of these contracts for amounts that approximate the then current fair values of the contracts.

The cash flow effects of our derivatives contracts are included within Net cash provided by operating activities in the Condensed Consolidated Statements of Cash Flows.

12. Contingencies and commitments

In the ordinary course of business, we are involved in various legal proceedings and other matters, including those discussed in this Note, which are complex in nature and have outcomes that are difficult to predict. We record accruals for such contingencies to the extent that we conclude that it is probable that a liability will be incurred and the amount of the related loss can be reasonably estimated. While it is not possible to accurately predict or determine the eventual outcome of these items, one or more of these items currently pending could have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Certain of our legal proceedings and other matters are discussed below:

Roche U.S. International Trade Commission Complaint

On March 11, 2011, the U.S. International Trade Commission issued an order to show cause why the investigation should not be terminated without a determination of violation or by way of consent order in view of the resolution of the U.S. District Court for the District of Massachusetts proceedings. In response, on April 21, 2011, the parties filed a joint response requesting termination of the investigation on the basis of a proposed Consent Order and Stipulation.

Teva Matters

Sensipar® Abbreviated New Drug Application Litigation

On April 19, 2011, Teva Pharmaceuticals USA, Inc., Teva Pharmaceutical Industries Ltd. and Barr Laboratories, Inc. filed an unopposed motion for voluntary dismissal of their appeal. On April 20, 2011, the U.S. Court of Appeals for the Federal Circuit granted the motion and dismissed the appeal.

Simonian v. Amgen Inc.

On April 12, 2011, Amgen and Mr. Simonian reached a settlement and the U.S. District Court for the Northern District of Illinois dismissed the case with prejudice.

Average Wholesale Price Litigation

Plaintiffs continue to file for extensions for the final approval hearing of the Track II settlement due to continued deficiencies in executing notices, and the final approval hearing is currently scheduled for June 13, 2011.

Birch v. Sharer, et al.

On February 24, 2011, plaintiff filed a notice of appeal with the California State Appellate Court. The schedule for briefing the appeal has not yet been set.

Third-Party Payers Litigation

No appeal was filed with the U.S. Supreme Court by the plaintiffs and the deadline for doing so has passed.

Qui Tam Actions

On April 26, 2011, the Massachusetts District Court changed the trial date to be set for the running trial list starting on October 3, 2011.

On February 11, 2011, the states of New York, Massachusetts, California, Illinois and Indiana, on behalf of the states of Georgia and New Mexico, and the relator filed reply briefs and oral argument was heard by the U.S. Court of Appeals for the First Circuit on April 6, 2011. On April 11, 2011, the U.S. District Court for the District of Massachusetts heard summary judgment arguments on the fourth amended complaint from Amgen, Integrated Nephrology Network and the relator.

Other

In March 2011, the U.S. Attorney' s Office of the Western District of Washington informed Amgen that the subject matter of its investigation would be transferred to the U.S. Attorney' s Office of the Eastern District of New York.

13. Subsequent events

In April 2011, we announced our acquisition of Laboratorio Quimico Farmaceutico Bergamo Ltda (Bergamo), a privately-held Brazilian pharmaceutical company, for approximately $215 million in cash. Bergamo is a leading supplier of medicines to the hospital sector in Brazil with capabilities in oncology medicines. The company has approximately 400 staff, a portfolio of marketed products and manufacturing facilities in the state of Sao Paulo, Brazil. Upon its acquisition, Bergamo became a wholly owned subsidiary of Amgen. This acquisition will provide us with direct access to the Brazilian pharmaceutical market. This transaction will be accounted for as a business combination and included in our condensed consolidated financial statements commencing on the acquisition date.

Pro forma supplemental condensed consolidated financial information for Amgen including the results of Bergamo assuming an acquisition date of January 1, 2011 and 2010 is not provided as the impact to our condensed consolidated results of operations would not be material, either individually or when aggregated with the acquisition of BioVex (see Note 2, Acquisitions).

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

Forward looking statements

This report and other documents we file with the SEC contain forward looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our business or others on our behalf, our beliefs and our management' s assumptions. In addition, we, or others on our behalf, may make forward looking statements in press releases or written statements, or in our communications and discussions with investors and analysts in the normal course of business through meetings, webcasts, phone calls and conference calls. Such words as "expect," "anticipate," "outlook," "could," "target," "project," "intend," "plan," "believe," "seek," "estimate," "should," "may," "assume," and "continue," as well as variations of such words and similar expressions are intended to identify such forward looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. We describe our respective risks, uncertainties and assumptions that could affect the outcome or results of operations in Item 1A. Risk Factors in Part II herein. We have based our forward looking statements on our management' s beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that actual outcomes and results may differ materially from what is expressed, implied or forecast by our forward looking statements. Reference is made in particular to forward looking statements regarding product sales, regulatory activities, clinical trial results, reimbursement, expenses, EPS, liquidity and capital resources and trends, including use of capital. Except as required under the federal securities laws and the rules and regulations of the SEC, we do not have any intention or obligation to update publicly any forward looking statements after the distribution of this report, whether as a result of new information, future events, changes in assumptions or otherwise.

Overview

The following Management' s Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is intended to assist the reader in understanding Amgen' s business. MD&A is provided as a supplement to, and should be read in conjunction with, our Annual Report on Form 10-K for the year ended December 31, 2010. Our results of operations discussed in MD&A are presented in conformity with GAAP.

Amgen Inc. (including its subsidiaries, referred to as "Amgen," "the Company," "we," "our" or "us") is the world' s largest independent biotechnology medicines company. We discover, develop, manufacture and market medicines for grievous illnesses. We focus solely on human therapeutics and concentrate on innovating novel medicines based on advances in cellular and molecular biology. Our mission is to serve patients. We operate in one business segment − human therapeutics. Therefore, our results of operations are discussed on a consolidated basis.

Currently, we market primarily recombinant protein therapeutics in supportive cancer care, nephrology and inflammation. Our principal products are: Aranesp® (darbepoetin alfa) and EPOGEN® (Epoetin alfa), erythropoiesis-stimulating agents (ESAs); Neulasta® (pegfilgrastim); NEUPOGEN® (Filgrastim); and Enbrel® (etanercept), all of which are sold in the United States. We market ENBREL under a collaboration agreement with Pfizer Inc. (Pfizer) in the United States and Canada. Our international product sales consist principally of European sales of Aranesp®, Neulasta® and NEUPOGEN®. For the three months ended March 31, 2011 and 2010, our principal products represented 89% and 92% of worldwide product sales, respectively. Our other marketed products include Sensipar®/Mimpara® (cinacalcet), Vectibix® (panitumumab), Nplate® (romiplostim), Prolia® (denosumab) and XGEVA™ (denosumab).

Significant developments

The following is a list of selected significant developments that occurred to date during 2011 affecting our business:

ESAs

We continue to work closely with the FDA to finalize ESA labeling changes that could further limit ESA treatment in chronic kidney disease (CKD) patients both on dialysis and not on dialysis.

The Centers for Medicare & Medicaid Services' Final Rule on Bundling in Dialysis became effective on January 1, 2011 and provides a single payment for all dialysis services, including drugs that were previously reimbursed separately (except for oral drugs without intravenous equivalents for which the bundling rules have been postponed). Substantially all dialysis providers in the United States opted into the bundled payment system in its entirety on January 1, 2011. As expected, the bundled payment system has decreased dose utilization of EPOGEN®, and this decrease has had a material adverse impact on our EPOGEN® sales.

In 2010 and in early 2011, the Centers for Medicare & Medicaid Services (CMS) engaged in a number of activities to examine the use of ESAs in certain patients with kidney disease, including holding a March 2010 meeting of the Medicare Evidence Development & Coverage Advisory Committee (MEDCAC), opening a National Coverage Analysis (NCA) in June 2010 to examine the use of ESAs to manage anemia in patients with CKD and dialysis-related anemia, as well as holding another MEDCAC meeting in January 2011 to review the impact of ESA use on renal transplant graft survival. On March 16, 2011, CMS issued a Proposed Decision Memorandum (PDM) as part of its ongoing NCA proposing that a National Coverage Determination (NCD) not be issued at that time. CMS solicited public comments on their proposal and indicated that they would respond to these comments and conclude the NCA process on or before June 16, 2011, but CMS could propose an NCD at any time prior to that deadline.

The above factors, individually or in combination, may have a material adverse impact on future sales of our ESA products.

Prolia®

We estimate that the large majority of Prolia® usage to date has been through the buy and bill process under Medicare Part B. However, we believe that primary care physicians may have a preference to write a prescription for Prolia® and utilize the pharmacy benefit, most frequently the prescription drug benefit under Medicare Part D. We are in the process of securing Part D coverage with what we believe to be affordable patient co-pays and prior authorizations consistent with product labeling.

Vectibix®

On March 18, 2011, we received notice that the Committee for Medicinal Products for Human Use of the European Medicines Agency (EMA) has adopted a negative opinion for Amgen' s application to extend the marketing authorization in Europe for Vectibix® to include its use in combination with chemotherapy for the treatment of patients with wild-type *KRAS* metastatic colorectal cancer. On March 30, 2011, we announced we had submitted a request to the EMA for a re-examination of the negative opinion.

Pipeline

On March 30, 2011, we along with our partner Takeda Pharmaceutical Company Limited/Millennium Pharmaceuticals announced top-line results from the MONET1 pivotal phase 3 trial evaluating motesanib administered in combination with paclitaxel and carboplatin in 1,090 patients with advanced non-squamous non-small cell lung cancer. The trial did not meet its primary objective of demonstrating an improvement in overall survival.

Dividend and Stock Repurchases

On April 20, 2011, the Board of Directors approved a dividend policy related to our common stock and authorized us to repurchase up to an additional $5.0 billion of our common stock. We expect to announce our initial quarterly dividend in connection with our second quarter of 2011 earnings announcement.

Acquisition

On March 4, 2011, we acquired BioVex, a privately held biotechnology company developing treatments for cancer and the prevention of infectious disease, including OncoVEX$^{GM\text{-}CSF}$, a novel oncolytic vaccine in phase 3 clinical development for the treatment of melanoma and head and neck cancer. Under the terms of this transaction, we paid $407 million in cash and incurred contingent consideration obligations to make up to $575 million in additional payments upon the achievement of certain regulatory and sales milestones with regard to OncoVEX$^{GM\text{-}CSF}$. The aggregate fair value as of the acquisition date of these contingent consideration obligations was $190 million. These obligations are revalued each subsequent reporting period until the underlying contingencies are resolved, with any resulting changes in their fair values recorded in earnings. In connection with the acquisition, we also recorded intangible assets of $675 million with respect to the IPR&D project for OncoVEX$^{GM\text{-}CSF}$. The addition of this IPR&D project to our ongoing clinical development programs is not anticipated to materially increase our ongoing R&D expenses. For a more detailed description of this transaction, see Note 2, Acquisitions to our condensed consolidated financial statements.

Selected Financial Data

The following table presents selected financial data (amounts in millions, except percentages and per share data):

	Three months ended March 31,		Change	
	2011	2010		
Product sales:				
U.S.	$2,778	$2,677	4	%
International	840	851	(1	)%
Total product sales	3,618	3,528	3	%
Other revenues	88	64	38	%
Total revenues	$3,706	$3,592	3	%
Operating expenses	$2,413	$2,111	14	%
Operating income	$1,293	$1,481	(13	)%
Net income	$1,125	$1,167	(4	)%
Diluted EPS	$1.20	$1.18	2	%
Diluted shares	941	988	(5	)%

The following discusses certain key changes in our results of operations for the three months ended March 31, 2011 as well as our financial condition as of March 31, 2011.

Our results of operations for the three months ended March 31, 2011 were impacted by a new excise tax in Puerto Rico. Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the purchase of goods and services from a related manufacturer in Puerto Rico. This tax is currently scheduled to expire in 2016. We account for the excise tax as a manufacturing cost that is capitalized in inventory and expensed in cost of sales when the related products are sold. For U.S. income tax purposes, a significant portion of the excise tax results in tax credits that are recognized in our provision for income taxes when the excise tax is paid. This excise tax will have a significant adverse impact on our cost of sales and a significant favorable impact on our provision for income taxes. In addition, the overall impact of the excise tax will vary period to period as a result of the timing difference between recognizing the expense and the applicable tax credit. For the three months ended March 31, 2011, operating expenses were adversely impacted by $13 million and the provision for income taxes was favorably impacted by $67 million as a result of this excise tax.

The increase in U.S. product sales for the three months ended March 31, 2011 was driven primarily by increases in sales of Neulasta®/NEUPOGEN®, ENBREL, XGEVA™ and Prolia®, offset partially by decreases in sales of EPOGEN® and Aranesp®.

International product sales decreased slightly for the three months ended March 31, 2011 driven by decreases in Aranesp® and Neulasta®/NEUPOGEN® sales, largely offset by increases in sales of our other marketed products.

The increase in operating expenses for the three months ended March 31, 2011 was driven primarily by higher SG&A costs of $139 million and higher R&D costs of $90 million.

The decrease in net income for the three months ended March 31, 2011 was due primarily to lower operating income offset partially by higher net realized gains on investments and a lower effective income tax rate, due primarily to higher tax credits in 2011 associated with the new Puerto Rico excise tax.

The increase in diluted EPS for the three months ended March 31, 2011 was due to the reduction in the number of shares used in the calculation of diluted EPS, offset partially by the reduction in net income. The decrease in the number of shares used in the computation of diluted EPS reflects the impact of our stock repurchase program. Due to the timing difference noted above associated with the new Puerto Rico excise tax, our diluted EPS for the first quarter of 2011 were favorably impacted by approximately $0.06.

As of March 31, 2011, our cash, cash equivalents and marketable securities totaled $15.4 billion and total debt outstanding was $10.9 billion. Of our total cash, cash equivalents and marketable securities balances as of March 31, 2011, approximately $13.6 billion was generated from operations in foreign tax jurisdictions and is intended to be invested indefinitely outside of the United States. Under current tax laws, if these funds were repatriated for use in our U.S. operations, we would be required to pay additional U.S. federal and state income taxes at the applicable marginal tax rates.

Product sales

Worldwide product sales were as follows (dollar amounts in millions):

	Three months ended March 31,			
	2011	**2010**	**Change**	
Aranesp®	$580	$627	(7	)%
EPOGEN®	535	623	(14	)%
Neulasta®/NEUPOGEN®	1,232	1,179	4	%
ENBREL	875	804	9	%
Sensipar®/Mimpara®	187	179	4	%
Vectibix®	75	67	12	%
Nplate®	65	49	33	%
Prolia®	27	–	–	
XGEVA™	42	–	–	
Total product sales	$3,618	$3,528	3	%
Total U.S.	$2,778	$2,677	4	%
Total International	840	851	(1	)%
Total product sales	$3,618	$3,528	3	%

Product sales are influenced by a number of factors, some of which may impact sales of certain of our existing products more significantly than others. For a list of certain of these factors, see Results of Operations − Product Sales in our Annual Report on Form 10-K for the year ended December 31, 2010.

Aranesp®

Total Aranesp® sales by geographic region were as follows (dollar amounts in millions):

	Three months ended March 31,			
	2011	**2010**	**Change**	
Aranesp® − U.S.	$250	$268	(7	)%
Aranesp® − International	330	359	(8	)%
Total Aranesp®	$580	$627	(7	)%

The decrease in U.S. Aranesp® sales for the three months ended March 31, 2011 was due principally to a mid-teens percentage point decrease in unit demand, offset partially by an increase in the average net sales price. This sales decrease reflects an overall decline in the segment.

The decrease in international Aranesp® sales for the three months ended March 31, 2011 was due principally to decreases in both unit demand and the average net sales price, reflecting an overall decline in the segment.

Future Aranesp® sales will depend, in part, on the factors as set forth in our Annual Report on Form 10-K for the year ended December 31, 2010 and such factors as:

regulatory developments, including:

- product label changes, including those that we are working with the FDA to finalize that could further limit ESA treatment in CKD patients both on dialysis and not on dialysis;
- the ongoing compliance requirements for our ESA risk evaluation and mitigation strategy;

reimbursement developments, including the potential imposition of an NCD or other developments resulting from the NCA opened by CMS in June 2010 and the associated MEDCAC meetings; and

development of new protocols, tests and/or treatments for cancer and/or new chemotherapy treatments or alternatives to chemotherapy that may have reduced and may continue to reduce the use of chemotherapy in some patients.

Certain of the above factors, individually or in combination, could have a material adverse impact on future sales of Aranesp®.

EPOGEN®

Total EPOGEN® sales were as follows (dollar amounts in millions):

	Three months ended March 31,		
	2011	**2010**	**Change**
EPOGEN® – U.S.	$535	$623	(14)%

The decrease in EPOGEN® sales for the three months ended March 31, 2011 was due primarily to a decline in unit demand, offset slightly by an increase in the average net sales price. The decrease in unit demand reflects a decrease in dose utilization as healthcare providers continued to implement new dose regimens in connection with the implementation of the bundled payment system, offset slightly by patient population growth.

Future EPOGEN® sales will depend, in part, on the factors as set forth in our Annual Report on Form 10-K for the year ended December 31, 2010 and such factors as:

product label changes, including those that we are working with the FDA to finalize that could further limit ESA treatment in CKD patients both on dialysis and not on dialysis;

reimbursement developments, including those resulting from:

- CMS' s Final Rule on Bundling in Dialysis;
- Other CMS activities, including the potential imposition of an NCD or other developments resulting from the NCA opened by CMS in June 2010 and the associated MEDCAC meetings;

changes in dose fluctuations as healthcare providers continue to refine their treatment practices in accordance with approved labeling; and

adoption of alternative therapies or development of new modalities to treat anemia associated with chronic renal failure.

Certain of the above factors, individually or in combination, could have a material adverse impact on future sales of EPOGEN®.

Neulasta®/NEUPOGEN®

Total Neulasta®/NEUPOGEN® sales by geographic region were as follows (dollar amounts in millions):

	Three months ended March 31,		Change	
	2011	2010		
Neulasta® − U.S.	$710	$637	11	%
NEUPOGEN® − U.S.	220	225	(2	)%
U.S. Neulasta®/NEUPOGEN® − Total	930	862	8	%
Neulasta® − International	226	226	−	
NEUPOGEN® − International	76	91	(16	)%
International Neulasta®/NEUPOGEN® − Total	302	317	(5	)%
Total Neulasta®/NEUPOGEN®	$1,232	$1,179	4	%

The increase in combined U.S. sales of Neulasta®/NEUPOGEN® for the three months ended March 31, 2011 was driven primarily by an increase in the average net sales price and, to a lesser extent, an increase in unit demand.

The decrease in combined Neulasta®/NEUPOGEN® international sales for the three months ended March 31, 2011 was driven primarily by a decline in NEUPOGEN® sales as a result of biosimilar competition, offset partially by growth in Neulasta® sales due, in part, to continued conversion of NEUPOGEN® to Neulasta®.

Future Neulasta®/NEUPOGEN® sales will depend, in part, on the factors as set forth in our Annual Report on Form 10-K for the year ended December 31, 2010.

ENBREL

Total ENBREL sales by geographic region were as follows (dollar amounts in millions):

	Three months ended March 31,		Change	
	2011	2010		
ENBREL − U.S.	$821	$754	9	%
ENBREL − Canada	54	50	8	%
Total ENBREL	$875	$804	9	%

The increase in ENBREL sales for the three months ended March 31, 2011 was driven primarily by an increase in the average net sales price and, to a lesser extent, an increase in unit demand. This increase reflects segment growth, offset partially by share declines. ENBREL continues to maintain a leading position in both the rheumatology and dermatology segments.

Future ENBREL sales will depend, in part, on the factors as set forth in our Annual Report on Form 10-K for the year ended December 31, 2010.

Other products

Other product sales by geographic region were as follows (dollar amounts in millions):

	Three months ended March 31,			
	2011	2010	Change	
Sensipar® − U.S.	$116	$117	(1	)%
Sensipar® (Mimpara®) − International	71	62	15	%
Vectibix® − U.S.	30	25	20	%
Vectibix® − International	45	42	7	%
Nplate® − U.S.	37	28	32	%
Nplate® − International	28	21	33	%
Prolia® − U.S.	17	–	–	
Prolia® − International	10	–	–	
XGEVA™ − U.S.	42	–	–	
Total other products	$396	$295	34	%
Total U.S.	$242	$170	42	%
Total International	154	125	23	%
Total other products	$396	$295	34	%

Future sales of our other products will depend, in part, on the factors as set forth in our Annual Report on Form 10-K for the year ended December 31, 2010.

Selected operating expenses

The following table presents selected operating expenses (dollar amounts in millions):

	Three months ended March 31,					
	2011		2010		Change	
Cost of sales	$564		$508		11	%
% of product sales	15.6	%	14.4	%		
Research and development	$736		$646		14	%
% of product sales	20.3	%	18.3	%		
Selling, general and administrative	$1,023		$884		16	%
% of product sales	28.3	%	25.1	%		

Cost of sales

Cost of sales, which excludes the amortization of certain acquired intangible assets, increased to 15.6% of product sales for the three months ended March 31, 2011, driven primarily by higher bulk material cost, certain expenses related to actions to improve cost efficiencies and the new excise tax associated with our manufacturing operations in Puerto Rico, offset partially by higher average net sales prices and lower royalties.

Research and development

The increase in R&D expenses for the three months ended March 31, 2011 was attributable primarily to: $46 million of higher clinical trial costs, reflecting our strategic decision to invest in late stage clinical trials, including AMG 386 and AMG 479, and to augment support for marketed products; and $28 million of higher staff related costs, primarily in support of international expansion and discovery research.

Selling, general and administrative

The increase in SG&A expenses for the three months ended March 31, 2011 was due primarily to certain expenses that did not occur in the same period last year, including the U.S. Healthcare Reform Excise Fee of $39 million and promotional costs of $39 million, due primarily to the launches of Prolia® and XGEVA™. This increase was also driven by $30 million of higher ENBREL profit share expense, under our collaboration agreement with Pfizer, due to increased ENBREL sales. For the three months ended March 31, 2011 and 2010, excluding expenses associated with the ENBREL profit share of $299 million and $269 million, respectively, SG&A expenses increased 18%.

Under our collaboration agreement, we currently pay Pfizer a percentage of annual gross profits on our ENBREL sales in the United States and Canada attributable to all approved indications for ENBREL on a scale that increases as gross profits increase; however, we maintain a majority share of ENBREL profits. After expiration of the agreement in the fourth quarter of 2013, we will be required to pay Pfizer a declining percentage of annual net ENBREL sales in the United States and Canada for three years, ranging from 12% to 10%. The amounts of such payments are anticipated to be significantly less than what would be owed based on the terms of the current ENBREL profit share.

Non-operating expenses/income and provisions for income taxes

The following table presents non-operating expenses/income and the provisions for income taxes (dollar amounts in millions):

	Three months ended March 31,			
	2011		2010	
Interest expense, net	$135		$145	
Interest and other income, net	$148		$84	
Provisions for income taxes	$181		$253	
Effective income tax rate	13.9	%	17.8	%

Interest expense, net

Included in interest expense, net for the three months ended March 31, 2011 and 2010 is the impact of non-cash interest expense of $44 million and $65 million, respectively, resulting from the change in the accounting for our convertible debt effective January 1, 2009.

Interest and other income, net

The increase in interest and other income, net for the three months ended March 31, 2011 was due primarily to higher net realized gains on investments of $61 million.

Income taxes

Our effective tax rate for the three months ended March 31, 2011 was 13.9% compared to 17.8% for the corresponding period of the prior year. The decrease in our effective tax rate was due primarily to higher tax credits in 2011 associated with the new Puerto Rico excise tax and the federal R&D credit, offset partially by the inclusion of the non-deductible U.S. Healthcare Reform Excise Fee in 2011 and changes in revenue and expense mix. Our effective tax rate for the three months ended March 31, 2011 without the impact of the tax credits associated with the new Puerto Rico excise tax would have been 18.8%.

See Note 3, Income taxes to the condensed consolidated financial statements for further discussion.

Financial Condition, Liquidity and Capital Resources

The following table summarizes selected financial data (in millions):

	March 31, 2011	December 31, 2010
Cash, cash equivalents and marketable securities	$15,358	$17,422
Total assets	42,714	43,486
Current debt	83	2,488
Non-current debt	10,824	10,874
Stockholders' equity	24,984	23,944

On April 20, 2011, the Board of Directors approved a dividend policy related to our common stock. We expect to announce our initial quarterly dividend in connection with our second quarter of 2011 earnings announcement. In addition to the planned dividend, the Company intends to continue to return cash to stockholders through share repurchases. Both our plans to pay dividends and opportunistically repurchase stock reflect our confidence in the future cash flows of our business. Repurchases under our stock repurchase program also reflect our confidence in the long-term value of our common stock. The amount we spend and the number of shares repurchased will vary based on a number of factors including the stock price, dividend payments and blackout periods in which we are restricted from repurchasing shares, and the manner of purchases may include private block purchases as well as market transactions. As of March 31, 2011, we had $2.2 billion remaining under the Board of Director' s previous stock repurchase authorization, and on April 20, 2011, the Board of Directors authorized us to repurchase up to an additional $5.0 billion of our common stock. Whether and when we declare dividends or repurchase stock, the size of any dividend and the amount of stock we repurchase could be affected by a number of factors. See Item 1A. Risk Factors – There can be no assurance that we will continue to declare cash dividends or repurchase stock in Part II hereof.

We believe that existing funds, cash generated from operations and existing sources of and access to financing are adequate to satisfy our working capital, capital expenditure, dividend and debt service requirements for the foreseeable future. In addition, we plan to opportunistically pursue our stock repurchase program and other business initiatives, including acquisitions and licensing activities. We anticipate that our liquidity needs can be met through a variety of sources, including cash provided by operating activities, sale of marketable securities, borrowings through commercial paper and/or our syndicated credit facility and access to other debt markets and equity markets.

Certain of our financing arrangements contain non-financial covenants and we were in compliance with all applicable covenants as of March 31, 2011. None of our financing arrangements contain any financial covenants.

Cash flows

The following table summarizes our cash flow activity (in millions):

	Three months ended March 31,	
	2011	2010
Net cash provided by operating activities	$1,030	$913
Net cash used in investing activities	(555)	(955)
Net cash used in financing activities	(2,496)	(576)

Operating

Cash provided by operating activities has been and is expected to continue to be our primary recurring source of funds. Cash provided by operating activities during the three months ended March 31, 2011 increased due primarily to the timing and amounts of payments to tax authorities offset partially by the impact of increased inventory related expenditures.

Investing

Cash used in investing activities during the three months ended March 31, 2011 was primarily for the acquisition of BioVex, net of cash acquired of $403 million, and for the three months ended March 31, 2010 was primarily for net purchases of marketable securities of $849 million. Capital expenditures during the three months ended March 31, 2011 and 2010 totaled $100 million and $94 million, respectively. Capital expenditures during the three months ended March 31, 2011 and 2010 were associated primarily with manufacturing capacity expansions in Puerto Rico and other site developments. We currently estimate 2011 spending on capital projects and equipment to be approximately $600 million.

Financing

In February 2011, the 2011 Convertible Notes became due and we repaid the $2.5 billion aggregate principal amount. See Note 8, Financing arrangements to the condensed consolidated financial statements for a further discussion of our long-term borrowings.

During the three months ended March 31, 2011, we did not repurchase any shares of our common stock. However, we had a net cash outflow of $14 million related to the settlement of shares of our common stock repurchased during the three months ended December 31, 2010. During the three months ended March 31, 2010, we repurchased 29.1 million shares of our common stock at a total cost of $1.7 billion, of which $1.6 billion represented a net cash outflow in the period.

Summary of Critical Accounting Policies

A discussion of our critical accounting policies is presented in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2010 and is supplemented with the accounting policy discussed below.

Valuation of assets and liabilities in connection with business combinations

We have acquired and continue to acquire intangible assets in connection with business combinations. These intangible assets consist primarily of technology associated with currently marketed human therapeutic products and IPR&D product candidates. Discounted cash flow models are typically used to determine the fair values of these intangible assets for purposes of allocating consideration paid to the net assets acquired in a business combination. These models require the use of significant estimates and assumptions, including, but not limited to:

- determining the timing and expected costs to complete in-process projects taking into account the stage of completion at the acquisition date;
- projecting the probability and timing of obtaining marketing approval from the FDA and other regulatory agencies for product candidates;
- estimating future net cash flows from product sales resulting from completed products and in-process projects; and
- developing appropriate discount rates to calculate the present values of the cash flows.

Significant estimates and assumptions are also required to determine the acquisition date fair values of contingent consideration obligations incurred in connection with a business combination. In addition, we must revalue these obligations each subsequent reporting period until the related contingencies are resolved and record changes in their fair values in earnings. The acquisition date fair values of contingent consideration obligations incurred in the acquisition of BioVex were determined using a combination of valuation techniques. Significant estimates and assumptions required for these valuations included, but were not limited to, the probability of achieving regulatory milestones, product sales projections under various scenarios and discount rates used to calculate the present value of the required payments. These estimates and assumptions are required to be updated in order to revalue these contingent consideration obligations each reporting period. Accordingly, subsequent changes in underlying facts and circumstances could result in changes in these estimates and assumptions, which could have a material impact on the estimated future fair values of these obligations.

We believe the fair values used to record intangible assets acquired and contingent consideration obligations incurred in connection with business combinations are based upon reasonable estimates and assumptions given the facts and circumstances as of the related valuation dates.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information about our market risk is disclosed in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 and is incorporated herein by reference. There have been no material changes for the three months ended March 31, 2011 to the information provided in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.

Item 4. CONTROLS AND PROCEDURES

We maintain "disclosure controls and procedures," as such term is defined under Exchange Act Rule 13a-15(e), that are designed to ensure that information required to be disclosed in Amgen' s Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC' s rules and forms, and that such information is accumulated and communicated to Amgen' s management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, Amgen' s management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and, in reaching a reasonable level of assurance, Amgen' s management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. We have carried out an evaluation under the supervision and with the participation of our management, including Amgen' s Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of Amgen' s disclosure controls and procedures. Based upon their evaluation and subject to the foregoing, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2011.

Management determined that, as of March 31, 2011, there were no changes in our internal control over financial reporting that occurred during the fiscal quarter then ended that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II − OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

See Note 12, Contingencies and commitments to the condensed consolidated financial statements for a discussion which is limited to certain recent developments concerning our legal proceedings. These discussions should be read in conjunction with Note 19, Contingencies and commitments to our consolidated financial statements in Part IV of our Annual Report on Form 10-K for the year ended December 31, 2010.

Item 1A. RISK FACTORS

This report and other documents we file with the SEC contain forward looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our business or others on our behalf, our beliefs and our management' s assumptions. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. You should carefully consider the risks and uncertainties facing our business. We have described the primary risks relating to our business in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 and periodically update those risks for material developments. These risks are not the only ones facing us. Our business is also subject to the risks that affect many other companies, such as employment relations, general economic conditions, geopolitical events and international operations. Further, additional risks not currently known to us or that we currently believe are immaterial also may impair our business, operations, liquidity and stock price materially and adversely.

Below, we are providing, in supplemental form, the material changes to our risk factors that occurred during the past quarter. Our risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010 provide additional disclosure and context for these supplemental risks for the first quarter 2011 and are incorporated herein by reference.

Our sales depend on coverage and reimbursement from third-party payers.

On March 16, 2011, CMS issued a PDM as part of its ongoing NCA for the treatment of CKD and dialysis-related anemia. In the PDM, CMS proposed that an NCD not be issued at that time. CMS solicited public comments on their proposal and indicated that they would respond to these comments and conclude the NCA process on or before June 16, 2011, but the conclusion may or may not be consistent with the PDM and CMS could still propose an NCD at some point in the future. Changes to the ESA label could affect CMS' s decision as to whether to proceed with an NCD or the contents of such NCD, and may also lead to other changes in reimbursement policies or practices, including CMS' s End Stage Renal Disease Quality Improvement Program (ESRD QIP) and/or bundled payment system for dialysis treatment.

Our current products and products in development cannot be sold if we do not maintain or gain regulatory approval.

We continue to work closely with the FDA to finalize ESA labeling changes that could further limit ESA treatment in CKD patients both on dialysis and not on dialysis.

Our ESA products continue to be under review and receive scrutiny by regulatory authorities.

We continue to work closely with the FDA to finalize ESA labeling changes that could further limit ESA treatment in CKD patients both on dialysis and not on dialysis. We also continue to cooperate with CMS in determining appropriate coverage and reimbursement for our ESAs. On March 16, 2011, CMS issued a PDM as part of its ongoing NCA for the treatment of CKD and dialysis-related anemia. In the PDM, CMS proposed that an NCD not be issued at that time. CMS solicited public comments on their proposal and indicated that they would respond to these comments and conclude the NCA process on or before June 16, 2011, but the conclusion may or may not be consistent with the PDM and CMS could still propose an NCD at some point in the future. Changes to the ESA label could affect CMS' s decision as to whether to proceed with an NCD or the contents of such NCD, and may also lead to other changes in reimbursement policies or practices, including CMS' s ESRD QIP and/or bundled payment system for dialysis treatment.

Our business may be affected by litigation and government investigations.

In March 2011, the U.S. Attorney' s Office of the Western District of Washington informed Amgen that the subject matter of its investigation would be transferred to the U.S. Attorney' s Office of the Eastern District of New York.

There can be no assurance that we will continue to declare cash dividends or repurchase stock.

On April 20, 2011, our Board of Directors adopted a dividend policy pursuant to which the Company would pay quarterly dividends on our common stock, and increased the total authorization for repurchases of our common stock to $7.2 billion. Whether we continue and the amount and timing of such dividends and/or stock repurchases are subject to capital availability and periodic determinations by our Board of Directors that cash dividends and/or stock repurchases are in the best interest of our stockholders and are in compliance with all respective laws and agreements of the Company applicable to the declaration and payment of cash dividends and the repurchase of stock. Future dividends and stock repurchases, their timing and amount, as well as the relative allocation of cash between dividends and stock repurchases, may be affected by, among other factors: our views on potential future capital requirements for strategic transactions, including acquisitions; debt service requirements; our credit rating; changes to applicable tax laws or corporate laws; and changes to our business model. In addition, the amount we spend and the number of shares we are able to repurchase under our stock repurchase program may further be affected by a number of other factors, including the stock price and blackout periods in which we are restricted from repurchasing shares. Our dividend payments and/or stock repurchases may change from time to time, and we cannot provide assurance that we will continue to declare dividends and/or repurchase stock in any particular amounts or at all. A reduction in or elimination of our dividend payments and/or stock repurchases could have a negative effect on our stock price.

Item 6. EXHIBITS

Reference is made to the Index to Exhibits included herein.

SIGNATURES

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

Amgen Inc.
(Registrant)

Date: May 10, 2011

By: /s/ Jonathan M. Peacock
Jonathan M. Peacock
Executive Vice President
and Chief Financial Officer

AMGEN INC.

INDEX TO EXHIBITS

Exhibit No.	Description
2.1*	Agreement and Plan of Merger, dated as of January 24, 2011, among BioVex Group, Inc., BioVex Limited, Amgen Inc., Andromeda Acquisition Corp. and Forbion 1 Management B.V. as the Stockholders' Agent (with certain confidential information deleted therefrom).
2.2*	First Amendment to the Agreement and Plan of Merger, dated as of March 3, 2011, by and among BioVex Group, Inc., BioVex Limited, Amgen Inc., Andromeda Acquisition Corp. and Forbion 1 Management B.V. as the Stockholders' Agent (with certain confidential information deleted therefrom).
3.1	Restated Certificate of Incorporation (As Restated December 6, 2005). (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
3.2	Certificate of Amendment of the Restated Certificate of Incorporation (As Amended May 24, 2007). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)
3.3	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 24, 2007). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)
3.4	Certificate of Elimination of the Certificate of Designations of the Series A Junior Participating Preferred Stock (As Eliminated December 10, 2008). (Filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009 and incorporated herein by reference.)
3.5	Certificate of Amendment of the Restated Certificate of Incorporation (As Amended May 11, 2009). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)
3.6	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 11, 2009). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)
3.7	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 13, 2010). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2010 on August 9, 2010.)
3.8	Amended and Restated Bylaws of Amgen Inc. (As Amended and Restated October 6, 2009). (Filed as an exhibit to Form 8-K filed on October 7, 2009 and incorporated herein by reference.)
4.1	Form of stock certificate for the common stock, par value $.0001 of the Company. (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 1997 on May 13, 1997 and incorporated herein by reference.)
4.2	Form of Indenture, dated January 1, 1992. (Filed as an exhibit to Form S-3 Registration Statement filed on December 19, 1991 and incorporated herein by reference.)
4.3	Agreement of Resignation, Appointment and Acceptance dated February 15, 2008. (Filed as an exhibit to Form 10-K for the year ended December 31, 2007 on February 28, 2008 and incorporated herein by reference.)
4.4	Two Agreements of Resignation, Appointment and Acceptance in the same form as the previously filed Exhibit 4.3 hereto are omitted pursuant to instruction 2 to Item 601 of Regulation S-K. Each of these agreements, which are dated December 15, 2008, replaces the current trustee under the agreements listed as Exhibits 4.9 and 4.15, respectively, with Bank of New York Mellon. Amgen Inc. hereby agrees to furnish copies of these agreements to the Securities and Exchange Commission upon request.
4.5	First Supplemental Indenture, dated February 26, 1997. (Filed as an exhibit to Form 8-K on March 14, 1997 and incorporated herein by reference.)
4.6	8-1/8% Debentures due April 1, 2097. (Filed as an exhibit to Form 8-K filed on April 8, 1997 and incorporated herein by reference.)
4.7	Officer' s Certificate, dated as of January 1, 1992, as supplemented by the First Supplemental Indenture, dated as of February 26, 1997, establishing a series of securities entitled "8 1/8% Debentures due April 1, 2097." (Filed as an exhibit to Form 8-K filed on April 8, 1997 and incorporated herein by reference.)
4.8	Form of Liquid Yield Option™ Note due 2032. (Filed as an exhibit to Form 8-K on March 1, 2002 and incorporated herein by reference.)

4.9	Indenture, dated as of March 1, 2002. (Filed as an exhibit to Form 8-K on March 1, 2002 and incorporated herein by reference.)
4.10	First Supplemental Indenture, dated March 2, 2005. (Filed as an exhibit to Form 8-K filed on March 4, 2005 and incorporated herein by reference.)

Exhibit No.	Description
4.11	Indenture, dated as of August 4, 2003. (Filed as an exhibit to Form S-3 Registration Statement on August 4, 2003 and incorporated herein by reference.)
4.12	Form of 4.85% Senior Notes due 2014. (Filed as an exhibit to Form 8-K on November 19, 2004 and incorporated herein by reference.)
4.13	Officers' Certificate, dated November 18, 2004, including forms of the 4.00% Senior Notes due 2009 and 4.85% Senior Notes due 2014. (Filed as an exhibit to Form 8-K on November 19, 2004 and incorporated herein by reference.)
4.14	Form of Zero Coupon Convertible Note due 2032. (Filed as an exhibit to Form 8-K on May 6, 2005 and incorporated herein by reference.)
4.15	Indenture, dated as of May 6, 2005. (Filed as an exhibit to Form 8-K on May 6, 2005 and incorporated herein by reference.)
4.16	Indenture, dated as of February 17, 2006 and First Supplemental Indenture, dated as of June 8, 2006 (including form of 0.125% Convertible Senior Note due 2011). (Filed as exhibit to Form 10-Q for the quarter ended June 30, 2006 on August 9, 2006 and incorporated herein by reference.)
4.17	Indenture, dated as of February 17, 2006 and First Supplemental Indenture, dated as of June 8, 2006 (including form of 0.375% Convertible Senior Note due 2013). (Filed as exhibit to Form 10-Q for the quarter ended June 30, 2006 on August 9, 2006 and incorporated herein by reference.)
4.18	Corporate Commercial Paper − Master Note between and among Amgen Inc., as Issuer, Cede & Co., as Nominee of The Depository Trust Company, and Citibank, N.A., as Paying Agent. (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 1998 on May 13, 1998 and incorporated herein by reference.)
4.19	Officers' Certificate of Amgen Inc. dated as of May 30, 2007, including forms of the Company' s Senior Floating Rate Notes due 2008, 5.85% Senior Notes due 2017 and 6.375% Senior Notes due 2037. (Filed as an exhibit to Form 8-K on May 30, 2007 and incorporated herein by reference.)
4.20	Officers' Certificate of Amgen Inc. dated as of May 23, 2008, including forms of the Company' s 6.15% Senior Notes due 2018 and 6.90% Senior Notes due 2038. (Filed as exhibit to Form 8-K on May 23, 2009 and incorporated herein by reference.)
4.21	Officers' Certificate of Amgen Inc. dated as of January 16, 2009, including forms of the Company' s 5.70% Senior Notes due 2019 and 6.40% Senior Notes due 2039. (Filed as exhibit to Form 8-K on January 16, 2009 and incorporated herein by reference.)
4.22	Officers' Certificate of Amgen Inc. dated as of March 12, 2010, including forms of the Company' s 4.50% Senior Notes due 2020 and 5.75% Senior Notes due 2040. (Filed as exhibit to Form 8-K on March 15, 2010 and incorporated herein by reference.)
4.23	Officers' Certificate of Amgen Inc., dated as of September 16, 2010, including forms of the Company' s 3.45% Senior Notes due 2020 and 4.95% Senior Notes due 2041. (Filed as an exhibit to Form 8-K on September 17, 2010 and incorporated herein by reference.)
10.1+	Amgen Inc. 2009 Equity Incentive Plan. (Filed as Appendix A to Amgen Inc.' s Proxy Statement on March 26, 2009 and incorporated herein by reference.)
10.2+*	Form of Stock Option Agreement for the Amgen Inc. 2009 Equity Incentive Plan. (As Amended on March 2, 2011.)
10.3+*	Form of Restricted Stock Unit Agreement for the Amgen Inc. 2009 Equity Incentive Plan. (As Amended on March 2, 2011.)
10.4+	Amgen Inc. 2009 Performance Award Program. (As Amended and Restated on December 4, 2009.) (Filed as an exhibit to Form 10-K for the year ended December 31, 2009 on March 1, 2010 and incorporated herein by reference.)
10.5+*	Form of Performance Unit Agreement for the Amgen Inc. 2009 Performance Award Program. (As Amended on March 2, 2011.)
10.6+	Amgen Inc. 2009 Director Equity Incentive Program. (Filed as an exhibit to Form 8-K on May 8, 2009 and incorporated herein by reference.)
10.7+	Form of Grant of Non-Qualified Stock Option Agreement and Restricted Stock Unit Agreement for the Amgen Inc. 2009 Director Equity Incentive Program. (Filed as an exhibit to Form 8-K on May 8, 2009 and incorporated herein by reference.)

10.8+	Amgen Supplemental Retirement Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.9+*	Amendment and Restatement of the Amgen Change of Control Severance Plan. (As Amended and Restated effective December 9, 2010 and subsequently amended effective March 2, 2011.)

Exhibit No.	Description
10.10+	Amgen Inc. Executive Incentive Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.11+	Amgen Inc. Executive Nonqualified Retirement Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.12+	First Amendment to the Amgen Inc. Executive Nonqualified Retirement Plan. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2010 on August 9, 2010 and incorporated herein by reference.)
10.13+	Amgen Nonqualified Deferred Compensation Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.14+	2002 Special Severance Pay Plan for Amgen Employees. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2002 on August 13, 2002 and incorporated herein by reference.)
10.15+	Agreement between Amgen Inc. and Mr. Jonathan M. Peacock, dated July 5, 2010. (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.16	Consulting Agreement, effective February 1, 2011, between Amgen Inc. and Mr. George Morrow. (Filed as an exhibit to Form 8-K on October 22, 2010 and incorporated herein by reference).
10.17	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated, September 30, 1985 between Amgen and Ortho Pharmaceutical Corporation. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.18	Shareholders' Agreement, dated May 11, 1984, among Amgen, Kirin Brewery Company, Limited and Kirin-Amgen, Inc. (Filed as an exhibit to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.19	Amendment No. 1 dated March 19, 1985, Amendment No. 2 dated July 29, 1985 (effective July 1, 1985), and Amendment No. 3, dated December 19, 1985, to the Shareholders' Agreement dated May 11, 1984. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.20	Amendment No. 4 dated October 16, 1986 (effective July 1, 1986), Amendment No. 5 dated December 6, 1986 (effective July 1, 1986), Amendment No. 6 dated June 1, 1987, Amendment No. 7 dated July 17, 1987 (effective April 1, 1987), Amendment No. 8 dated May 28, 1993 (effective November 13, 1990), Amendment No. 9 dated December 9, 1994 (effective June 14, 1994), Amendment No. 10 effective March 1, 1996, and Amendment No. 11 effective March 20, 2000 to the Shareholders' Agreement, dated May 11, 1984. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.21	Amendment No. 12 to the Shareholders' Agreement, dated January 31, 2001. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2005 on August 8, 2005 and incorporated herein by reference.)
10.22	Amendment No. 13 to the Shareholders' Agreement, dated June 28, 2007 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)
10.23	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated September 30, 1985, between Kirin-Amgen, Inc. and Ortho Pharmaceutical Corporation. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.24	Research, Development Technology Disclosure and License Agreement: PPO, dated January 20, 1986, by and between Kirin Brewery Co., Ltd. and Amgen Inc. (Filed as an exhibit to Amendment No. 1 to Form S-1 Registration Statement on March 11, 1986 and incorporated herein by reference.)
10.25	Assignment and License Agreement, dated October 16, 1986 (effective July 1, 1986, between Amgen and Kirin-Amgen, Inc. (Filed as an exhibit to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.26	G-CSF United States License Agreement, dated June 1, 1987 (effective July 1, 1986), Amendment No. 1, dated October 20, 1988, and Amendment No. 2, dated October 17, 1991 (effective November 13, 1990), between Kirin-Amgen, Inc. and Amgen Inc. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)

10.27	G-CSF European License Agreement, dated December 30, 1986, between Kirin-Amgen and Amgen, Amendment No. 1 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated June 1, 1987, Amendment No. 2 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated March 15,

Exhibit No.	Description
	1998, Amendment No. 3 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated October 20, 1988, and Amendment No. 4 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated December 29, 1989, between Kirin-Amgen, Inc. and Amgen Inc. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.28	Agreement Regarding Governance and Commercial Matters, dated December 16, 2001, by and among American Home Products Corporation, American Cyanamid Company and Amgen Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Amendment No. 1 to Form S-4 Registration Statement on March 22, 2002 and incorporated herein by reference.)
10.29	Amended and Restated Promotion Agreement, dated as of December 16, 2001, by and among Immunex Corporation, American Home Products Corporation and Amgen Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Amendment No. 1 to Form S-4 Registration Statement on March 22, 2002 and incorporated herein by reference.)
10.30	Description of Amendment No. 1 to Amended and Restated Promotion Agreement, effective as of July 8, 2003, among Wyeth, Amgen Inc. and Immunex Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2003 on March 11, 2004 and incorporated herein by reference.)
10.31	Description of Amendment No. 2 to Amended and Restated Promotion Agreement, effective as of April 20, 2004, by and among Wyeth, Amgen Inc. and Immunex Corporation. (Filed as an exhibit to Form S-4/A on June 29, 2004 and incorporated herein by reference.)
10.32	Amendment No. 3 to Amended and Restated Promotion Agreement, effective as of January 1, 2005, by and among Wyeth, Amgen Inc. and Immunex Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2005 on May 4, 2005 and incorporated herein by reference.)
10.33	Confirmation of OTC Convertible Note Hedge related to 2013 Notes, dated February 14, 2006, to Amgen Inc. from Merrill Lynch International related to 0.375% Convertible Senior Notes Due 2013. (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
10.34	Confirmation of OTC Warrant Transaction, dated February 14, 2006, to Amgen Inc. from Merrill Lynch International for warrants expiring in 2013. (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
10.35	Collaboration Agreement, dated July 11, 2007, between Amgen Inc. and Daiichi Sankyo Company (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2007 on November 9, 2007 and incorporated herein by reference.)
10.36	Credit Agreement, dated November 2, 2007, among Amgen Inc., with Citicorp USA, Inc., as administrative agent, Barclays Bank PLC, as syndication agent, Citigroup Global Markets, Inc. and Barclays Capital, as joint lead arrangers and joint book runners, and the other banks party thereto. (Filed as an exhibit to Form 8-K filed on November 2, 2007 and incorporated herein by reference.)
10.37	Amendment No. 1, dated May 18, 2009, to the Credit Agreement dated November 2, 2007, among Amgen Inc., with Citicorp USA, Inc., as administrative agent, Barclays Bank PLC, as syndication agent, Citigroup Global Markets, Inc. and Barclays Capital, as joint lead arrangers and joint book runners, and the other banks party thereto. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)
10.38	Multi-product License Agreement with Respect to Japan between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.39	License Agreement for motesanib diphosphate between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.40	Supply Agreement between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.41	Sale and Purchase Agreement between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.42	Master Services Agreement, dated October 22, 2008, between Amgen Inc. and International Business

Exhibit No.	Description
	Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009 and incorporated herein by reference.)
10.43	Amendment, dated December 11, 2009, to Master Services Agreement, dated October 22, 2009, between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2009 on March 1, 2010 and incorporated herein by reference.)
10.44	Amendment Number 6, dated September 23, 2010, to Master Services Agreement, dated October 22, 2009, between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.45	Integrated Facilities Management Services Agreement, dated February 4, 2009 between Amgen Inc. and Jones Lang LaSalle Americas, Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009 and incorporated herein by reference.)
10.46	Collaboration Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2009 on November 6, 2009 and incorporated herein by reference.)
10.47	Expansion Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2009 on November 6, 2009 and incorporated herein by reference.)
10.48	Amendment Number 1, dated September 20, 2010, to Expansion Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.49	Underwriting Agreement, dated March 12, 2010, by and among the Company and Banc of America Securities LLC, Barclays Capital Inc. and Morgan Stanley & Co. Incorporated, as representatives of the several underwriters named therein. (Filed as an exhibit to Form 8-K on March 15, 2010 and incorporated herein by reference.)
10.50	Underwriting Agreement, dated September 13, 2010, by and among the Company and Citigroup Global Markets Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated, as representatives of the several underwriters named therein. (Filed as an exhibit to Form 8-K on September 17, 2010 and incorporated herein by reference.)
31*	Rule 13a-14(a) Certifications.
32**	Section 1350 Certifications.
101.INS**	XBRL Instance Document.
101.SCH**	XBRL Taxonomy Extension Schema Document.
101.CAL**	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB**	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE**	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF**	XBRL Taxonomy Extension Definition Linkbase.

(* = filed herewith)

(** = furnished herewith and not "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended)

(+ = management contract or compensatory plan or arrangement)

Exhibit 2.1

Note: Redacted portions have been marked with [**]. The redacted portions are subject to a request for confidential treatment that has been filed with the Securities and Exchange Commission

AGREEMENT AND PLAN OF MERGER

among

BIOVEX GROUP, INC.,

BIOVEX LIMITED,

AMGEN INC.,

ANDROMEDA ACQUISITION CORP.

and

FORBION 1 MANAGEMENT B.V.
as the Stockholders' Agent

Dated as of January 24, 2011

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), is made and entered into as of January 24, 2011, by and among BioVex Group, Inc., a Delaware corporation (the "Company"), BioVex Limited, a private limited company organized under the laws of England and Wales and a subsidiary of the Company ("UK Sub"), Amgen Inc., a Delaware corporation ("Parent"), Andromeda Acquisition Corp., a Delaware corporation and a subsidiary of Parent ("Merger Sub") and Forbion 1 Management B.V., in its capacity as Stockholders' Agent hereunder (the "Stockholders' Agent").

RECITALS

WHEREAS, the respective boards of directors of each of Parent, Merger Sub and the Company have approved the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement, and the other Transactions, and have approved and declared advisable this Agreement;

WHEREAS, the Company owns all of the issued and outstanding Ordinary A shares, par value GBP 10.00 per share, of UK Sub (the "Ordinary A Shares");

WHEREAS, (a) the Persons set forth on Schedule 1 hereto (the "Ordinary B Shareholders") collectively own all of the issued and outstanding Ordinary B shares, par value GBP 10.00 per share, of UK Sub (the "Ordinary B Shares"); (b) the Persons on Schedule 1 hereto (the "Loan Note Holders") hold all the convertible loan notes issued by UK Sub in the principal amounts set forth opposite their respective names on Schedule 1 hereto, (the "Loan Notes"); and (c) such Ordinary B Shareholders and Loan Note Holders, consequently, collectively own all of the issued and outstanding Ordinary B Shares and Loan Notes and, collectively with the Company, own all of the issued and outstanding share capital of UK Sub;

WHEREAS, on the date hereof, immediately following the execution of this Agreement, Parent, the Company, UK Sub and certain holders of Company Capital Stock, including holders of Company Preferred Stock, constituting at least the Required Stockholder Vote (the "Company Voting Stockholders") and all Ordinary B Shareholders and Loan Note Holders are expected to execute a Support Agreement in the form attached hereto as Annex A (the "Support Agreement") under which such Company Voting Stockholders are expected to execute on the date hereof, immediately following the execution of this Agreement, a written consent with respect to all shares of Company Capital Stock held or to be held by such holder, and together with Loan Note Holders, after the conversion of the Loan Notes to Series G Preferred Stock, adopting and approving this Agreement, the Ancillary Agreements, the Merger and all of the other Transactions, and as a result, the Required Stockholder Vote will have been obtained;

WHEREAS, immediately prior to the Effective Time, (a) the Company will irrevocably exercise, effective as of immediately prior to the Effective Time, its call option over each outstanding Ordinary B Share in exchange for GBP 0.10 pursuant to the Exchange Agreement and, as a result, the Ordinary B Shareholders will not be entitled to any consideration in the Merger as a result of their previous holdings of Ordinary B Shares; (b) UK Sub and the Company will irrevocably effect, immediately prior to the Effective Time, the conversion of the Loan Notes to Ordinary C Shares with issuance by UK Sub of such Ordinary C Shares to the Company and the issuance of shares of Series G Preferred Stock by the Company to the Loan Note Holders pursuant to the Loan Note Instruments, the Exchange Agreement and the Letter of Instruction (such conversion and issuance, the "UK Sub Conversion") and, as a result, the Loan Note Holders will participate in the Merger as holders of Series G Preferred Stock and, in their capacity as Loan Note Holders, shall not be entitled to any additional consideration; and (c) the Company and UK Sub, together with the other parties thereto, irrevocably agree to terminate, effective as of the Closing Date, (i) the Exchange Agreement, (ii) the Stockholders' Agreement, (iii) the Warrant Agreements and (iv) the UK Sub Subscription Agreements. Immediately upon the Effective Time, the Company will directly own one hundred percent (100%) of the allotted, issued and outstanding share capital of UK Sub;

WHEREAS, at or prior to, and conditional upon the occurrence of, the Closing, Parent and the Stockholders' Agent will enter into an escrow agreement, substantially in the form attached hereto as Annex B (the "Escrow Agreement"), with the escrow agent identified therein ("Escrow Agent"), pursuant to which, among other things, following the Closing, Escrow Agent will hold the Total Escrowed Cash, subject to the terms of this Agreement and the Escrow Agreement;

WHEREAS, as a condition to, and inducement of Parent' s and Merger Sub' s willingness to enter into this Agreement, simultaneously with the execution of this Agreement, Parent, Merger Sub and/or the Company, as applicable, are entering into with those individuals listed on Exhibit A (each, a "Key Employee") (a) new employment agreements and/or offer letters, (b) proprietary information and inventions agreements, (c) mutual agreements to arbitrate claims (to be executed by US employees only), (d) covenants not to compete and (e) such other matters as are specified therein (each of the foregoing, a "New Employment Agreement"), that will, in each case, become effective at the Effective Time; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I
Definitions; Interpretation

1.1. Definitions. For purposes of this Agreement, the following items shall have the following meanings:

"$[**] EU Net Sales Milestone" means, from and after the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union pursuant to a Limited Marketing Approval, the first calendar year to occur in which Net Sales of OncoVEXGM-CSF in the European Union in that single calendar year exceeded [**] ($[**]).

"$[**] EU Net Sales Milestone" means, from and after the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union pursuant to a Limited Marketing Approval, the first calendar year to occur in which Net Sales of OncoVEXGM-CSF in the European Union in that single calendar year exceeded [**] ($[**]).

"$[**] US Net Sales Milestone" means, from and after the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States pursuant to a Limited Marketing Approval, the first calendar year to occur in which Net Sales of OncoVEXGM-CSF in the United States in that single calendar year exceeded [**] ($[**]).

"$[**] US Net Sales Milestone" means, from and after the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States pursuant to a Limited Marketing Approval, the first calendar year to occur in which Net Sales of OncoVEXGM-CSF in the United States in that single calendar year exceeded [**] ($[**]).

"ACA" means the Patient Protection and Affordable Care Act (ACA), Public Law 111-148 (124 Stat. 119 (2010)), as amended by section 1404 of the Health Care and Education Reconciliation Act of 2010 (HCERA), Public Law 111-152 (124 Stat. 1029 (2010)).

"Accrual Cut-Off Date" means 11:59 p.m. New York Time on January 31, 2011, which notwithstanding any other provision contained in this Agreement, any Ancillary Agreement, the Loan Note Instruments, the Loan Notes, the Exchange Agreement, the Stockholders' Agreement, the Articles of Association of UK Sub, the Certificate of Incorporation or any other Contract or document will be the date and time through which the Accruing Dividends (as such term is defined in the Certificate of Incorporation) will be deemed to have accrued and thereafter cease to be accruing for

purposes of calculating the Series G Per Share Liquidation Preference Amount or for any other purpose.

"Adjusted Closing Consideration" means the Up-Front Payment, as adjusted pursuant to Section 5.1(b).

"Affiliate" means, with respect to any Person, another Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person.

"Alternate Transaction" means (a) any transaction or series of related transactions involving a direct or indirect acquisition, merger, consolidation, sale, transfer, lease or license involving (i) any material properties, IP Rights or other Assets of the Company (or, following the Effective Time, the Surviving Corporation) or any of its Subsidiaries, including but not limited to OncoVEX$^{GM\text{-}CSF}$ and any rights or Assets relating thereto, (ii) any economic or other rights involving any of the foregoing or other consequences of ownership thereof, or (iii) any prospective or potential economic or other rights, revenues, profits and businesses of the Company (or, following the Effective Time, the Surviving Corporation) or any of its Subsidiaries, (b) any transaction or series of related transactions involving a direct or indirect issuance, sale or transfer of any interests in the Company (or, following the Effective Time, the Surviving Corporation) or any of its Subsidiaries (or any economic, voting or other rights or interests therein or attaching thereto or other consequences of ownership thereof) (other than in connection with any exercise, at or prior to the Effective Time, of Company Options or Company Warrants), (c) any solicitation, granting or execution and delivery of proxies or written consents or other action in opposition to or competition with the approval or consummation of this Agreement or the Transactions, (d) revocation of any proxy or consent granted pursuant to any Support Agreement, or (e) any direct or indirect similar transactions or series of related transactions involving the Company or any of its Subsidiaries, other than, in each case, any such transaction with Parent, Merger Sub or any of their respective Subsidiaries or controlled Affiliates pursuant to this Agreement.

"Alternate Transaction Proposal" means any direct or indirect inquiry, proposal or offer with, or from, any Person with respect to, or that is reasonably likely to lead to, an Alternate Transaction or a Frustrating Action.

"Ancillary Agreements" means, collectively, the Escrow Agreement and the Support Agreements.

"Assets" means all assets, both tangible and intangible, of every kind, nature and description.

"BLA" means a Biologics License Application as described in Title 21 of the U.S. Code of Federal Regulations, Part 601, et seq., that is Filed with the FDA in

order to gain the FDA' s approval to commercialize a pharmaceutical product in the United States for the indications set forth in such Biologic License Application.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company.

"Code" means the Internal Revenue Code of 1986, as amended.

"Combination Product" means a formulation incorporating two or more therapeutically active ingredients, including OncoVEX^{GM-CSF} and at least one that is not OncoVEX^{GM-CSF}, as its main active ingredients (it being understood that drug delivery vehicles, adjuvants, and excipients shall not be deemed to be "therapeutically active ingredients").

"Commercial Sale" means the commercial sale of OncoVEX^{GM-CSF} in the United States or any country in the European Union, as applicable, by or on the behalf of Parent, Surviving Corporation, their respective Affiliates or sublicensees to third parties following receipt of marketing approval for OncoVEX^{GM-CSF} in such country. For the avoidance of doubt, "Commercial Sale" shall exclude (a) sales of OncoVEX^{GM-CSF} among Parent, the Surviving Corporation, their respective Subsidiaries, Affiliates and/or sublicensees, (b) any disposal of OncoVEX^{GM-CSF} at no charge for, or use of OncoVEX^{GM-CSF} without charge in, clinical or pre-clinical trials, given as free samples in commercially reasonable quantities, or distributed at no charge to patients unable to purchase such products or distributed pursuant to any Expanded Access Program and (c) any transaction of the type described in clauses (a) or (b) of the definition of Alternate Transaction (provided, that, for the avoidance of doubt, any subsequent commercial sale of OncoVEX^{GM-CSF} in the United States or the European Union, as applicable, by or on behalf of any such acquiring Person or its Affiliates or sublicensees to third parties following receipt of marketing approval for OncoVEX^{GM-CSF} in such country shall qualify as a "Commercial Sale" hereunder).

"Company Capital Stock" means all shares of Company Common Stock and Company Preferred Stock.

"Company Closing Certificate" means a certificate of the Chief Executive Officer and the Chief Financial Officer of the Company certifying (a) as to the matters set forth in Sections 8.2 and 8.2(b) of this Agreement, (b) that the statement of Estimated Closing Net Cash delivered to Parent pursuant to Section 5.1(a) was prepared in good faith and in accordance with this Agreement, and (c) that the Consideration Allocation Schedule, in the form of Exhibit B and as updated in accordance with Sections 5.1(a) and 7.17, has been prepared in good faith and in accordance with this Agreement and is a true, accurate and complete representation of the matters specified therein.

"Company Fundamental Reps" means the representations and warranties set forth in Section 6.1(a) (Organization, Good Standing and Qualification), 6.1(b)

(Capital Structure), 6.1(c) (Corporate Authority and Approval), 6.1(d)(ii) (No Violations) and 6.1(y) (Brokers and Finders).

"Company IP" means all worldwide IP Rights that are (a) owned by the Company or its Subsidiaries or (b) to which the Company or its Subsidiaries have exclusive rights under any IP Contract as defined hereunder.

"Company Material Adverse Effect" means any state of facts, circumstance, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate: (a) has prevented, materially delayed or materially impaired, or would reasonably be expected to prevent, materially delay or materially impair, the ability of the Company or its Subsidiaries to consummate any of the Transactions or otherwise has prevented or would reasonably expected to prevent the performance by the Company or its Subsidiaries of any of its respective material obligations under this Agreement and the Ancillary Agreements; (b) materially and adversely has affected or would reasonably be expected to affect the financial condition, properties, Assets, Liabilities, business or results of operations of the Company and its Subsidiaries, taken as a whole and/or (c) has resulted in or would reasonably be expected to result in, a material and adverse effect on the supplies of OncoVEX$^{GM\text{-}CSF}$, including viral seed stock for OncoVEX$^{GM\text{-}CSF}$, or the failure of OncoVEX$^{GM\text{-}CSF}$ to receive regulatory approval for the Commercial Sale of OncoVEX$^{GM\text{-}CSF}$ in the United States and/or the European Union based primarily on the OPTiM Pivotal Trial in Melanoma; provided, however, that Company Material Adverse Effect shall not include any effects to the extent arising out of, resulting from or relating to: (i) changes in the national or world economy or national or foreign financial credit or securities markets as a whole; (ii) changes in the biopharmaceutical industry generally; (iii) any hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions, in each case, directly involving the United States or the United Kingdom; (iv) any change in the generally accepted accounting principles or interpretation or application thereof; (v) any adverse change or effect directly arising out of the announcement or consummation of the Transactions contemplated by this Agreement; (vi) any development with respect to any product or product candidate of any third party; (vii) the continued incurrence of expenses by the Company in the ordinary course of business consistent with past practices; and (viii) changes in law, rule or regulations or the interpretation thereof; provided, further, with respect to clauses (i) through (iv) and (viii), such change, effect, circumstance or development does not disproportionately adversely affect the Company and its Subsidiaries, taken as a whole, relative to other participants in the biopharmaceutical industry.

"Company Preferred Stock" means all shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series G Preferred Stock, Series G-1 Preferred Stock and Series M Preferred Stock.

"Company Products" means all "drugs" and "devices" as those terms are defined in the FDCA, including all biological, pharmaceutical and drug candidates, compounds or products and any antibody or other therapeutic agent directed at a specific antigen or other target or in any therapeutic area that is being researched, tested, manufactured, distributed or developed by the Company or any of its Subsidiaries, including OncoVEX^{GM-CSF}, OncoVEX ^{GALV} and ImmunoVEX^{HSV2}.

"Contingent Payments" means each of the BLA Filing Milestone Payment, the US Initial Sale Milestone Payment, the $**] Early US Net Sales Milestone Payment, the $**] Late US Net Sales Milestone Payment, the $**] Early US Net Sales Milestone Payment, the $**] Late US Net Sales Milestone Payment, the EU Initial Sale Milestone Payment, the $**] Early EU Net Sales Milestone Payment, the $**] Late EU Net Sales Milestone, the $**] Early EU Net Sales Milestone Payment, the $**] Late EU Net Sales Milestone Payment, the $**] Net Sales Milestone Payment, the $**] Net Sales Milestone Payment and the $**] Net Sales Milestone Payment, as set forth in Section 10.1.

"Contingent Payments Adjustment Outstanding Reserve" means the aggregate amount of any Contingent Payments Adjustment Reserves that remains subject to dispute and does not already constitute a Contingent Payments Irrevocable Adjustment.

"Contingent Payments Irrevocable Adjustments" means, collectively, the aggregate amounts of any outstanding Contingent Payments Adjustment In the Event of Failure to Dispute, Contingent Payments Dispute Costs Adjustment, Contingent Payments Final Judgment Adjustment, Contingent Payments Negotiated Resolution Adjustment, Contingent Payments Settled Adjustment and Contingent Payments Undisputed Adjustment.

"Copyrights" means published and unpublished works of authorship, whether copyrightable or not, including, without limitation, lab notebooks and records, databases and other compilations of information, computer and electronic data processing programs, operating programs and software, both source code and object code, and mask works, and all applications therefor, and all renewals, extensions, restorations and reversions thereof.

"Credit Agreements" means: (a) Leasehold Mortgage and Security Agreement, dated June 29, 2006, by and between US Sub and Massachusetts Development Finance Agency; (b) Loan and Security Agreement, dated as of December 22, 2010, among Oxford Finance Corporation, the Lenders listed on Schedule 1.1 thereto, the Company, UK Sub and US Sub; and (c) Agreement for the Sale and Purchase of Equipment by and among Kreos Capital II Limited, Kreos Capital II (UK) Limited, UK Sub and the Company, dated as of June 16, 2010 (which, for the avoidance of doubt, shall

include the English Master Sub-Lease, dated August 25, 2006, between Venture Leasing (UK) Annex Limited and UK Sub).

"Current Assets" means, without duplication, the sum of line items set forth under the heading "Current Assets" in the Form of Net Cash Statement, as determined in accordance with the Accounting Policies and the Preparation Guidelines.

"Current Liabilities" means, without duplication, the sum of line items set forth under the heading "Current Liabilities" in the Form of Net Cash Statement, as determined in accordance with the Accounting Policies and the Preparation Guidelines; provided, however, that (a) Current Liabilities shall not include (i) liabilities with respect to any payments required to be made by the Company pursuant to or in connection with the MIP except for any amount that exceeds $**[**]** in the aggregate or (ii) any Debt (including the current portion of long term Debt) and (b) any United Kingdom employer national insurance contributions payable by UK Sub on or in respect of the Company Option Closing Payments or Closing Common Share Payment shall be treated as a Current Liability.

"Debt" means an amount equal to the sum of (a) the items set forth in clauses (a) through (e) of the definition of Indebtedness, in each case of the Company and its Subsidiaries on a consolidated basis, and (b) the Specified Transaction Expenses not actually paid by the Company or its Subsidiaries on or prior to the Closing or otherwise reflected as a Current Liability for purposes of the Net Cash. For the avoidance of doubt, the Debt shall in no event be less than the Existing Debt Payoff Amounts. Section 1.1-A of the Company Disclosure Letter, solely for illustration and not for any other purposes, sets forth an estimate of Debt as of January 31, 2011.

"D&O Indemnified Liabilities" means, with respect to any Person, any Losses, whether asserted or claimed prior to, at or after the Closing, including all Losses based on, arising out of or pertaining to, this Agreement, the Ancillary Agreements or the Transactions, based on or arising out of the fact that such Person is or was a director or officer of the Company or any of its Subsidiaries or by reason of anything done or not done by such Person in any such capacity, but, in no event, pertaining to any act or omission following the Closing.

"EMA" means the European Medicines Agency of the European Union, or any successor entity thereto performing similar functions.

"Environmental Law" means any federal, state, local or foreign statute, law, regulation, common law, order, decree, permit, authorization or requirement of any Governmental Entity relating to: (a) the protection, investigation or restoration, of the environment, employee health and safety, or natural resources, (b) the handling, use, presence, disposal, release or threatened release of any Hazardous Substance or (c) noise,

odor, indoor air, employee exposure, wetlands, pollution, contamination or any injury or threat of injury to persons or property relating to any Hazardous Substance.

"Exchange Agreement" means the Shareholders' and Exchange Agreement, dated November 5, 2009, as amended by a Deed of Amendment and Adherence, dated June 8, 2010, between the Company, the Ordinary B Shareholders, the Loan Note Holders and UK Sub.

"Exclusivity Agreement" means the Exclusivity Agreement, dated December 15, 2010 between Parent, the Company, UK Sub, US Sub and the shareholders of the Company listed on the signature pages thereto.

"Expanded Access Program" means the ability to make available an investigational drug to patients prior to marketing approval of the investigational drug in a given region, as described in Title 21, Sec. 312.300 et seq. of the C.F.R. for the United States, Article 83 of Regulation (EC) No. 726/2004 for the European Union and similar regulatory mechanisms in the individual member states, and similar foreign regulatory mechanisms of other Governmental Entities.

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"FDA" means the United States Food and Drug Administration, or any successor entity thereto performing similar functions.

"FDCA" means the United States Federal Food, Drug and Cosmetic Act of 1938, as amended.

"Federal Health Care Program" has the meaning assigned to such term in Section 1128B(f) of the United States Federal Social Security Act, as amended.

"Filing" means, with respect to a BLA, the date of receipt by the filing Person of written notice of acceptance from the FDA of the BLA for substantive review.

"Final Consideration" means an amount equal to the Up-Front Payment adjusted as follows: if (a) the Final Closing Net Cash is greater than the Reference Amount, plus the amount of such excess, or (b) the Final Closing Net Cash is less than the Reference Amount, minus the amount of such shortfall.

"Former Optionholder" means those Persons who held outstanding Company Options immediately prior to the Effective Time.

"Former Securityholder" means Former Stockholders and those Persons who held outstanding Company Warrants and Company Options, in each case, immediately prior to the Effective Time.

"Former Stockholder" means those Persons who held shares of outstanding Company Capital Stock immediately prior to the Effective Time (other than any holder of outstanding Company Warrants and Company Options immediately prior to the Effective Time). For the avoidance of doubt, the Former Stockholders shall include all Loan Note Holders after the UK Sub Conversion.

"Frustrating Action" means any action, agreement, commitment, undertaking or other arrangement or understanding that would reasonably be expected to (a) result in a material breach of any covenant, representation or warranty or any other obligation or agreement of the Company or UK Sub under this Agreement or any Ancillary Agreement, (b) compete with, impede or interfere with or discourage this Agreement, any Ancillary Agreement or any of the Transactions, or (c) result in (i) any of the conditions to the consummation of the Transactions not being fulfilled on time or otherwise or (ii) this Agreement, any Ancillary Agreement or any of the Transactions being terminated or abandoned.

"Full Marketing Approval" means receipt of marketing approval for OncoVEX$^{GM\text{-}CSF}$ for **[**]** in **[**]** or **[**]**, as the case may be, for patients that **[**]**; provided, however, that "Full Marketing Approval" shall not include any marketing approval that does not include a labeled indication permitting the Commercial Sale of OncoVEX$^{GM\text{-}CSF}$ for **[**]**.

"GAAP" means the then current generally accepted accounting principles in the United States as established by the Financial Accounting Standards Board or any successor entity or other entity generally recognized as having the right to establish such principles in the United States, in each case consistently applied and recognized by the SEC as generally accepted and authorized.

"Gross Selling Price" means the gross price at which an active ingredient is sold to a Third Party, before the deductions described in clauses (a)-(g) of the definition of Net Sales.

"Hazardous Substance" means any substance that is: (a) listed, classified or regulated pursuant to any Environmental Law because of harmful properties or hazardous characteristics; and (b) any petroleum product or byproduct, asbestos-containing material, lead-containing paint, polychlorinated biphenyls, mold, bio-hazard, medical waste, radioactive material or radon.

"IFRS" means the then current International Financial Reporting Standards as issued by the International Accounting Standards Board.

"ImmunoVEX^{HSV2}" has the meaning set forth on Exhibit D.

"Indebtedness" of any Person means: (a) the principal, accreted value, accrued and unpaid interest and any prepayment and redemption premiums or penalties

and unpaid fees or expenses in respect of all Liabilities of such Person for borrowed money, whether current or funded, secured or unsecured, all obligations evidenced by bonds, debentures, notes or similar instruments, and all Liabilities in respect of mandatorily redeemable or purchasable share capital or securities convertible into share capital (including any other costs and fees incurred with prepaying or redeeming any such Liabilities and any related hedging arrangements); (b) all Liabilities of such Person for the deferred purchase price of property or services, which are, and to the extent, required to be classified and accounted for under GAAP as Liabilities; (c) all Liabilities of such Person in respect of any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which are, and to the extent, required to be classified and accounted for under GAAP as capital leases; (d) all obligations under hedging or swap transactions, including interest rate and currency transactions (valued at the fair market value thereof determined in accordance with GAAP and past practice of the Company); and (e) all Liabilities of such Person for the reimbursement of any obligor on any letter of credit, banker' s acceptance or similar credit transaction securing obligations of a type described in clauses (a), (b), (c) or (d) above to the extent of the obligation secured, and all Liabilities as obligor, guarantor or otherwise, to the extent of the obligation secured.

"Indemnity Escrow Account" means the account to be created pursuant to the Escrow Agreement in order to secure the Former Securityholders' and MIP Participants' obligations pursuant to Sections 7.10 and 10.2(b).

"Indemnity Escrowed Cash" means an amount equal to $**[**]**, less the MIP Escrowed Cash, to be deposited by Parent into the Indemnity Escrow Account at Closing pursuant to the terms of this Agreement and the Escrow Agreement.

"Independent Accountant" means an internationally recognized independent certified public accounting firm that is not the auditor for any of the Company, Parent or their respective Affiliates as mutually agreed upon by the parties.

"IP Contract" means any agreement concerning IP Rights to which the Company or its Subsidiaries are a party, including, without limitation: (a) agreements granting or obligating a Person to grant the Company and its Subsidiaries a license or any other right or immunity under any IP Rights owned or held by any Person; (b) agreements under which the Company or any of its Subsidiaries has granted or is obligated to grant a license or any other right or immunity under any Company IP (or a sublicense under any IP Right of a third Person) to any other Person; (c) non-assertion agreements; (d) settlement agreements; (e) consortium, standards body, and patent pool agreements; (f) trademark coexistence agreements; and (g) trademark consent agreements; including all amendments, supplements or modifications thereto but excluding licenses for commercial "off-the-shelf" or "shrink-wrap" software that has not been modified or customized for the Company or any of its Subsidiaries.

"IP Rights" means all worldwide Copyrights, Patent Rights, Trademark Rights, Trade Secrets, copyrightable works, whether registered or not, inventions and discoveries, whether patentable or not, and other intellectual property, industrial or other proprietary rights, along with the rights to sue for and remedies against past, present and future infringements of any or all of the foregoing, and rights of priority and protection of interests therein under the Laws of any jurisdiction worldwide.

"IT Assets" means computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, data communication lines, and all other computer or information technology equipment.

"ITEPA" means the United Kingdom Income Tax (Earnings and Pensions) Act 2003.

"Knowledge" or any similar phrase means the actual knowledge of the individuals named in Section 1.1(a) of the Company Disclosure Letter.

"Letter of Instruction" means a letter in a form reasonably satisfactory to Parent to be executed between the Company, the Loan Note Holders and UK Sub, pursuant to which: (a) the Loan Note Holders instruct UK Sub that upon conversion of the Loan Notes, UK Sub issue the Ordinary C Shares to the Company; and (b) UK Sub instructs the Company to issue the shares of Series G Preferred Stock to the Loan Note Holders.

"Liability" means any and all Indebtedness, losses, claims, charges, demands, actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, covenants, contracts, controversies, omissions, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether due or to become due, fixed, contingent or absolute, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising, including those arising under any Law, principles of common law (including out of any contract or tort based on negligence or strict liability), action, threatened or contemplated action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys' fees and any and all costs and expenses, whatsoever reasonably incurred in investigating, preparing or defending against any such actions or threatened or contemplated actions), order or consent decree of any Governmental Entity or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, whether or not the same would be required by GAAP to be recorded or reflected in financial statements or disclosed in the notes thereto.

"LIBOR" means the twelve (12) month London Interbank Offered Rate with respect to deposits in U.S. dollars as of 11 a.m., London time on the day that is three

(3) business days preceding the relevant date of payment, as published by The Wall Street Journal.

"Liens" means any lien, charge, pledge, security interest, claim or other encumbrance, whether arising by operation of Law, Contract or otherwise.

"Limited Marketing Approval" means receipt of marketing approval for OncoVEXGM-CSF for **[**]** in **[**]** or **[**]**, as the case may be, for (1) a labelled indication that does not permit the Commercial Sale of OncoVEXGM-CSF for **[**]**, and/or (2) a more limited patient population than **[**]**.

"Loan Note Instruments" means (i) the Instrument creating up to $3,500,000 Convertible Loan Notes of UK Sub, dated February 16, 2009, as amended by the Deed of Amendment, dated November 5, 2009, (ii) the Instrument creating up to $5,000,000 Convertible Loan Notes of UK Sub, dated March 30, 2009, as amended by the Deed of Amendment, dated November 5, 2009, (iii) the Instrument creating up to $10,527,777.80 Convertible Loan Notes of UK Sub, dated November 5, 2009, and (iv) the Instrument creating up to $3,379,157.04 Convertible Loan Notes of UK Sub, dated June 8, 2010.

"Loan Notes" means the convertible loan notes of UK Sub constituted by the Loan Note Instruments and issued pursuant to the UK Sub Subscription Agreements, convertible by their terms to Ordinary C Shares.

"Losses" means any and all claims, liabilities, awards, assessments, settlements, penalties, fines, judgments, losses, costs (including attorneys' fees and expenses, and experts' and consultants' fees and expenses), charges and expenses, but excluding any loss of goodwill and any other indirect or consequential losses or punitive damages (other than such loss or other indirect punitive damages incurred by third parties).

"Material IP Contract" means the material IP Contracts set forth in Section 6.1(p)(ii)(A) of the Company Disclosure Letter.

"Merger Consideration" means the amounts payable pursuant to Section 4.1.

"Merger Loan Notes" means non-interest bearing non-transferrable loan notes of Parent constituted by way of a loan note instrument to be entered into by Parent on or prior to the Effective Time in such registered form and substance as determined solely by Parent, provided that such loan notes shall be in a form intended to meet the requirements of section 138A Taxation of Chargeable Gains Act 1992.

"Milestones" means collectively, all the milestones set forth in Section 10.1(a).

"MIP" means the Second Amended and Restated Management Incentive Plan of the Company, attached hereto as Exhibit C.

"MIP Escrowed Cash" means an aggregate amount equal to $**[**]** (representing **[**]**% of the aggregate MIP Gross Payout), to be deposited by Parent into the Indemnity Escrow Account at Closing pursuant to the terms of this Agreement, the MIP and the Escrow Agreement.

"MIP Gross Payout" means an aggregate amount equal to $**[**]** which, subject to the terms and conditions set forth in the MIP, is required to be paid by the Company pursuant to the MIP.

"MIP Gross Upfront Payout" means the aggregate amount of the "Closing Payments" (as defined in the MIP) required to be paid by the Company pursuant to the MIP.

"MIP Net Upfront Payout" means an amount equal to the aggregate MIP Gross Upfront Payout, less an amount equal to the aggregate MIP Escrowed Cash.

"MIP Participants" means those persons entitled to the respective portions of the MIP Gross Payout set out on Schedule A to the MIP.

"Net Cash" means an amount equal to (a) the consolidated Current Assets of the Company and the Subsidiaries of the Company, minus (b) the consolidated Current Liabilities of the Company and the Subsidiaries of the Company, minus (c) the Debt; provided, however, that (i) Net Cash shall not be reduced for any payments required to be made by the Company pursuant to or in connection with the MIP except for any amount that exceeds $**[**]** in the aggregate and (ii) Net Cash shall not be increased for any cash received by the Company from holders of the Company Warrants exercising their Company Warrants or from holders of the Company Options exercising their Company Options. Section 1.1-B of the Company Disclosure Letter, solely for illustration and not for any other purposes, sets forth an estimate of Net Cash as of January 31, 2011.

"Net Sales" means, with respect to a given period, the gross invoiced sales price for a Product sold by or on behalf of Parent, the Surviving Corporation, their respective Affiliates or sublicensees to Third Parties during such period less the total of the following charges or expenses, as determined in accordance with GAAP or the equivalent accounting standard used by Parent from time to time:

(a) Trade, cash, prompt payment and quantity discounts including promotional, service or similar discounts;

(b) Returns, allowances, rebates, chargebacks and fees or payments to government agencies, including any amounts imposed or due under section 9008 of ACA;

(c) Retroactive price reductions;

(d) Fees paid to distributors or wholesalers (in each case, who do not engage in marketing or promotion of Products), or to group purchasing organizations and managed care entities or similar types of organizations;

(e) Credits and allowances for product replacement, whether cash or trade;

(f) The standard inventory cost (actual acquisition cost) of devices used for dispensing or administering the Product which are shipped with the Product and included in the gross invoiced sales price;

(g) Sales taxes (such as VAT or its equivalent) and excise taxes, other consumption taxes, customs duties and compulsory payments to governmental authorities and any other governmental charges imposed upon the sale of such Product to Third Parties (other than taxes based on income); and

(h) **[**]** for bad debts, freight or other transportation charges, insurance charges and additional special packaging;

in the case of each charge or expense above, solely to the extent related to a Product. Notwithstanding the foregoing, sales of Product among the Surviving Corporation, its Affiliates and sublicensees shall not be included within Net Sales; but the resale of such Product to Third Parties for commercial use shall be included in Net Sales. In calculating Net Sales:

(i) Free Products. Any disposal of a Product at no charge for, or use of a Product without charge in, clinical or pre-clinical trials, given as free samples in commercially reasonable quantities, or distributed at no charge to patients unable to purchase the same or distributed at no charge pursuant to an Expanded Access Program shall not be included in Net Sales.

(ii) Combination Products. In the event a Product is sold which is a Combination Product, then Net Sales with respect to such Combination Product shall be calculated by multiplying the Net Sales (as described above, including deduction of the amounts described in clauses (a)-(g) above) of the applicable Combination Product by the fraction A over the sum of A and B, in which: (x) "A" is the Gross Selling Price of a Product containing as therapeutically active ingredients only the OncoVEXGM-CSF contained in such Combination Product (in the same doses and dosage form) when such Product is sold in substantial quantities during the applicable accounting period; and (y) "B" is the Gross Selling Price of a product that does not contain any OncoVEXGM-CSF and which contains as therapeutically active ingredients all of (and only) the other therapeutically active ingredients (other than OncoVEXGM-CSF) that are contained in such Combination Product (in the same doses and dosage form) when such product is sold

separately in substantial quantities during the applicable accounting period. All Gross Selling Prices of the applicable Product and other product used in determining A and B above shall be calculated as the average Gross Selling Price of such Product and other product during the applicable accounting period for which the Net Sales are being calculated. In the event that substantial quantities of the applicable Product used to determine A or the other product used to determine B for a given Combination Product are not made during the applicable accounting period, or if the Gross Selling Price for such Product used to determine A or other product used to determine B cannot be determined for a given accounting period, Net Sales with respect to such Combination Product shall be determined by the parties in good faith, using values of A and B where A is equal to the relative value, to the end-user, of all OncoVEX$^{GM\text{-}CSF}$ contained in the applicable Combination Product, and B is equal to the relative value, to the end-user, of all the other therapeutically active ingredients included in the applicable Combination Product without OncoVEX$^{GM\text{-}CSF}$.

"New Issuance Cost" means all fees, expenses or cost incurred by Parent or its Subsidiaries and Affiliates in connection with the issuance and ongoing administration of Merger Loan Notes pursuant to Section 4.7.

"OncoVEX GALV-CD" has the meaning set forth on Exhibit D.

"OncoVEX$^{GM\text{-}CSF}$" has the meaning set forth on Exhibit D.

"OPTiM Pivotal Trial in Melanoma" means OPTiM (OncoVEX Pivotal Trial in Melanoma), the Company' s pivotal Phase III trial being performed under a Special Protocol Assessment granted by the FDA in April 2008, which is a randomized, open label clinical study of OncoVEX$^{GM\text{-}CSF}$ in patients with melanoma in comparison to a "control arm" of subcutaneously administered GM-CSF.

"Ordinary C Shares" means Ordinary C shares, par value GBP 10.00 per share, of UK Sub.

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"Parent Closing Certificate" means a certificate of an executive officer of Parent certifying as to the matters set forth in Sections 8.3(a) and 8.3(b) of this Agreement.

"Parent Fundamental Reps" means the representations and warranties set forth in Sections 6.2(a), (b) and (d).

"Parent Indemnified Party" means Parent, Merger Sub and their Affiliates, and, following the Closing, the Surviving Corporation and its Subsidiaries and Affiliates, together with, in each case, their respective successors and permitted assigns.

"Parent Material Adverse Effect" means any state of facts, circumstance, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate has prevented, materially delayed or materially impaired or would reasonably be expected to prevent, materially delay or materially impair the ability of Parent or Merger Sub to consummate any of the Transactions or otherwise has prevented or would reasonably be expected to prevent the performance by Parent or Merger Sub of any of its respective material obligations under this Agreement and the Ancillary Agreements; provided, however, that Parent Material Adverse Effect shall not include any effects to the extent arising out of, resulting from or relating to: (i) changes in the national or world economy or national or foreign financial credit or securities markets as a whole; (ii) changes in the biopharmaceutical industry generally; (iii) any hostilities, acts of war, sabotage, terrorism or military actions, or any escalation or worsening of any such hostilities, acts of war, sabotage, terrorism or military actions, in each case, directly involving the United States and/or its territories or the United Kingdom; (iv) any change in the generally accepted accounting principles or interpretation or application thereof; (v) any adverse change or effect directly arising out of announcement or consummation of the Transactions contemplated by this Agreement; and (vi) changes in law, rule or regulations or the interpretation thereof; provided, further, with respect to clauses (i) through (vi), such change, effect, circumstance or development does not disproportionately adversely affect Parent and its Subsidiaries, taken as a whole, relative to other participants in the biopharmaceutical industry.

"Patent Rights" means inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, all patents (including utility and design patents, industrial designs and utility models), registrations and applications therefor in any country (and abandoned patents and patent applications provided that they can be revived), including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions, supplemental protection certificates, re-examinations and reissues.

"Permitted Liens" means (a) Liens for Taxes, assessments or similar charges incurred in the ordinary course of business consistent with past practice that are not yet due and payable, to the extent reserved on the Audited Consolidated Financial Statements or reflected in the Net Cash; (b) Liens of mechanics, materialmen, warehousemen or other like Liens securing obligations which are incurred in the ordinary course of business consistent with past practice and which do not in the aggregate materially detract from the value of the related Assets or properties or materially impair the use thereof in the operation of such business; and (c) similar Liens and encumbrances which are incurred in the ordinary course of business consistent with past practice and which do not in the aggregate materially detract from the value of the related Assets or properties or materially impair the use thereof in the operation of such business.

"Person" means any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust,

association, organization, Governmental Entity, union, works council or other entity of any kind or nature.

"Personal Property Lease" means all Contracts for personal property leased, subleased, licensed or otherwise conveyed to the Company or any of its Subsidiaries (a) involving annual payments in excess of $**[**]** or (b) relating to equipment used in the research, test, clinical trial and development of OncoVEXGM-CSF.

"Pledge and Security Agreements" means (a) Leasehold Mortgage and Security Agreement, dated June 29, 2006, by and between US Sub and Massachusetts Development Finance Agency; (b) Negative Pledge, dated August 25, 2006, from UK Sub to European Venture Partners II Annex Limited and Venture Leasing (UK) Annex Limited; (c) Loan and Security Agreement, dated as of December 22, 2010, among Oxford Finance Corporation, the Lenders listed on Schedule 1.1 thereto, the Company, UK Sub and US Sub and (d) Intellectual Property Security Agreement, entered into as of the effective date thereof, among Oxford Finance Corporation, the Lenders listed on Schedule 1.1 to the Loan Agreement (as defined therein) and UK Sub.

"Post-Closing Adjustment Amount" means an amount, which may be positive or negative, equal to (a) the Final Consideration minus (b) the Adjusted Closing Consideration.

"Product" means any pharmaceutical product containing OncoVEXGM-CSF, alone or in combination with one or more other active pharmaceutical ingredients, in any dosage form or formulation.

"Pro Rata Portion" means, with respect to any Former Securityholder, the fraction having: (a) a numerator equal to the sum of: (i) the aggregate number of shares of Company Common Stock into which all shares of Series G Preferred Stock, which for purposes hereof shall include all shares of Series G Preferred Stock underlying each Series G Warrant held (or deemed to be held) by such Former Securityholder immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (ii) the aggregate number of shares of Company Common Stock into which all shares of Series E Preferred Stock, which for purposes hereof shall include all shares of Series E Preferred Stock underlying each Series E Warrant, held (or deemed to be held) by such Former Securityholder immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (iii) the aggregate number of shares of Company Common Stock (regardless whether vested or unvested) issuable pursuant to all Company Options held by such Former Securityholder immediately prior to the Effective Time and (iv) all shares of Company Common Stock held by such Former Securityholder as of the Effective Time, excluding for purposes of the calculation (except to the extent expressly provided in this Agreement), in each case, for the avoidance of doubt, all dividend and

interest entitlements and accruals thereto; and (b) a denominator equal to the Aggregate Participating Shares.

"Real Property Lease" means all Contracts for real property leased, subleased, licensed or otherwise conveyed to the Company or any of its Subsidiaries, which shall solely consist of the UK Leases and the US Lease.

"Reference Amount" means $**[**]**.

"Registered" means issued or granted by, registered with, renewed by or is the subject of a pending application before any Governmental Entity or internet domain name registrar.

"Remaining Up-Front Payment" means an amount of cash equal to (a) the Adjusted Closing Consideration; minus (b) the sum of the Aggregate Series G Liquidation Preference, the Aggregate Series E Liquidation Preference, the Aggregate Series B, C and D Liquidation Preference and the Aggregate Series M Liquidation Preference.

"Representatives" means, with respect to any Person, the directors, officers, employees, accountants, consultants, legal counsel, investment bankers, advisors, manager, general partner, and agents and other representatives of such Person, in their capacity as such.

"SEC" means the U.S. Securities and Exchange Commission or any successor entity performing similar functions.

"Series A Preferred Stock" means shares of the Company' s Series A Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series B Preferred Stock" means shares of the Company' s Series B Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series C Preferred Stock" means shares of the Company' s Series C Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series D Preferred Stock" means shares of the Company' s Series D Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series E Preferred Stock" means shares of the Company' s Series E Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series G Preferred Stock" means shares of the Company' s Series G Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series G-1 Preferred Stock" means shares of the Company' s Series G-1 Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Series M Preferred Stock" means shares of the Company' s Series M Preferred Stock, par value $.0001 per share, as defined in the Certificate of Incorporation.

"Special Protocol Assessment" means an agreement between FDA and a sponsor, as described in Section 505(b)(5) of the FDCA and related FDA guidance documents, whereby FDA agrees that the design, endpoints, and planned analyses of a clinical trial is adequate to provide the necessary data to support a BLA Filing.

"Specified Transaction Expenses" means the sum of (a) all amounts in excess of the Specified Transaction Expenses Threshold the Company or any of its Subsidiaries paid, incurred, committed to pay or are otherwise obligated to pay since October 31, 2010, whether or not actually paid prior to, or payable at any time after, the Effective Time, to financial advisors, auditors, legal counsel, the Stockholders' Agent (including, for the avoidance of doubt, the Stockholders' Agent' s Fund) or other Representatives or any other Person in connection with the Transactions contemplated hereby and the process leading up to the execution and delivery of this Agreement and the consummation and implementation of the Transactions (including, for the avoidance of doubt, any Taxes, Transfer Taxes, costs, expenses or other amounts the Company or any of its Subsidiaries paid, incurred, committed to pay or are otherwise obligated to pay to, or on behalf of, any Person, whether by way of reimbursement, indemnification or otherwise); and (b) all Transaction Taxes.

"Specified Transaction Expenses Threshold" means the sum of the actual out-of-pocket reasonable fees and disbursements incurred and/or paid by the Company in connection with the Transactions to Wilmer Cutler Pickering Hale and Dorr LLP and PricewaterhouseCoopers (excluding, in each case, any special or contingency payments, bonuses and success fees), up to an aggregate amount not to exceed $**[**]**.

"Stockholders' Agreement" means the Third Amended and Restated Stockholders' Agreement of the Company, dated as of November 5, 2009, by and among the Company and the parties listed in Exhibits A, B and C thereto, as amended by Amendment No. 1, dated as of June 8, 2010 and Amendment No. 2, dated as of January 13, 2011.

"Subsidiary" means, with respect to any Person, any other Person of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions is directly or indirectly owned or controlled by such Person and/or by one or more of its Subsidiaries. For purposes of this Agreement, when referencing the Company, "Subsidiary" shall include, without limitation, UK Sub and US Sub.

"Tax" (including, with correlative meaning, the terms "Taxes" and "Taxable") means all United States federal, state, local or foreign (including the United Kingdom) taxes, charges, imposts, contributions, payments in lieu of taxes, and levies or other assessments or charges in the nature of taxes, including all income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, transfer, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy, social security and other United States or foreign (including the United Kingdom) taxes, duties or assessments in the nature of a tax, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"Tax Return" shall mean all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

"Third Parties" means Persons other than Parent, the Surviving Corporation and their respective Affiliates.

"Total Escrowed Cash" means $**[**]**.

"Trade Secrets" means confidential information, trade secrets and know-how, including invention disclosures, processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists, supplier lists, product formulations, manufacturing processes and data, standard operating procedures, release assays, screening assays, and technology relating to the identification or treatment of diseases or disorders, and technologies relating to the research, development or manufacture of therapeutic compounds, diagnostic and medical devices.

"Trademark Rights" means all trademarks, service marks, brand names, certification marks, collective marks, geographical indications, d/b/a' s, internet domain names, logos, symbols, slogans, trade dress, assumed names, fictitious names, trade names, and other indicia of origin, all applications and registrations for the foregoing in any country, and all goodwill associated therewith and symbolized thereby, including all renewals of same.

"Transaction Taxes" means all employer matching contributions for social security, medicare and other unemployment Taxes (including any national insurance contributions and any UK employee or employer national insurance contributions) due as a result of the consummation of the Transactions, the aggregate amounts of which for each Former Securityholder is set forth on the Consideration Allocation Schedule.

"Transactions" means, collectively, the Merger and other transactions contemplated by this Agreement and the Ancillary Agreements.

"Transfer Taxes" means all transfer, documentary, sales, use, stamp, registration and other such Taxes and fees (excluding VAT) together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

"UK Accounts" means the audited accounts of UK Sub for the twelve month period ended on March 31, 2010.

"UK Leases" means the: (a) Lease Agreement dated April 26, 2007, among MEPC Milton Park No. 1 Limited, MEPC Milton Park No. 2 Limited and UK Sub, relating to Unit 69 Ground Floor and Unit 70 of the Business Development Centre in Milton Park, UK; and (b) Lease Agreement dated November 11, 2005, among MEPC Milton Park No. 1 Limited, MEPC Milton Park No. 2 Limited and UK Sub, relating to Unit 69CG of the Business Development Centre in Milton Park, UK.

"UK Sub Subscription Agreements" means: (a) the Subscription Agreement Relating to Convertible Loan Notes of UK Sub, dated February 16, 2009, among the parties set forth therein; (b) the Subscription Agreement Relating to Convertible Loan Notes of UK Sub, dated March 30, 2009, as amended by the Deed of Amendment, dated November 5, 2009, among the parties set forth therein; and (c) the Subscription Agreement Relating to Convertible Loan Notes of UK Sub, dated October 16, 2009, as amended by the Deed of Amendment and Restatement, dated June 8, 2010, among the parties set forth therein;

"United Kingdom" or "UK" means the United Kingdom of Great Britain and Northern Ireland.

"United States" or "US" means the United States of America.

"Up-Front Payment" means an amount, in cash, equal to $425,000,000, less the MIP Gross Payout.

"US Lease" means the Commercial Lease Agreement, dated December 2, 2005, between Cummings Properties, LLC and US Sub, as amended by Lease Extension No. 1, dated April 16, 2010.

"US Sub" means BioVex, Inc., a wholly-owned Subsidiary of UK Sub.

"VAT" means within the European Union such Taxation as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and outside the European Union any Taxation levied by reference to added value or sales.

"Warrant Agreements" means each of the agreements set forth on Schedule 1.1 -C.

1.2. Additional Definitions. Each of the following terms has the meaning specified in the Section of this Agreement set forth opposite such term:

Term	Section
$[**] Net Sales Milestone Payment	10.1(a)(v)
$[**] Net Sales Milestone	10.1(a)(v)
$[**] Net Sales Milestone Payment	10.1(a)(vi)
$[**] Net Sales Milestone	10.1(a)(vi)
$[**] Early EU Net Sales Milestone	10.1(a)(iii)(A)
$[**] Early EU Net Sales Milestone Payment	10.1(a)(iii)(A)
$[**] Late EU Net Sales Milestone	10.1(a)(iii)(B)
$[**] Late EU Net Sales Milestone Payment	10.1(a)(iii)(B)
$[**] Early EU Net Sales Milestone	10.1(a)(iii)(C)
$[**] Early EU Net Sales Milestone Payment	10.1(a)(iii)(C)
$[**] Late EU Net Sales Milestone	10.1(a)(iii)(D)
$[**] Late EU Net Sales Milestone Payment	10.1(a)(iii)(D)
$[**] Early US Net Sales Milestone	10.1(a)(ii)(A)
$[**] Early US Net Sales Milestone Payment	10.1(a)(ii)(A)
$[**] Late US Net Sales Milestone	10.1(a)(ii)(B)
$[**] Late US Net Sales Milestone Payment	10.1(a)(ii)(B)
$[**] Early US Net Sales Milestone	10.1(a)(ii)(C)
$[**] Early US Net Sales Milestone Payment	10.1(a)(ii)(C)
$[**] Late US Net Sales Milestone	10.1(a(ii)(D)
$[**] Late US Net Sales Milestone Payment	10.1(a)(ii)(D)
$[**] Net Sales Milestone Payment	10.1(a)(iv)
$[**] Net Sales Milestone	10.1(a)(iv)
280G Stockholder Vote	7.7(f)
Accounting Policies	5.1(a)
Aggregate Closing Merger Payment	4.1(j)(A)
Aggregate Participating Shares	4.1(j)(B)
Aggregate Series B, C and D Liquidation Preference	4.1(j)(C)
Aggregate Series E Liquidation Preference	4.1(j)(D)
Aggregate Series G Liquidation Preference	4.1(j)(E)
Aggregate Series M Liquidation Preference	4.1(j)(F)
Agreement	Preamble
Applicable Requirement	7.4(a)
Audited Consolidated Financial Statements	6.1(e)
Auditor	10.1(b)(iv)(E)
Bankruptcy and Equity Exception	6.1(c)(i)
Basket Amount	10.2(b)(iii)
BLA Filing Milestone	10.1(a)(i)
BLA Filing Milestone Payment	10.1(a)(i)
Bribery Act	6.1(i)(ii)
By-Laws	2.5

Term	Section
C.F.R.	6.1(q)(ii)
Certificate	4.2(a)
Charter	2.4
Claim Investigation Period	11.3
Claim Notice	10.2(e)(i)
Closing	2.2
Closing Common Share Payment	4.1(f)
Closing Date	2.2
Closing Debt	5.2(a)(i)
Closing Net Cash	5.2(a)(i)
Closing Series B, C and D Per Share Payment	4.1(c)
Closing Series D Per Warrant Payment	4.4(a)(iii)
Closing Series E Per Share Payment	4.1(b)
Closing Series E Per Warrant Payment	4.4(a)(ii)
Closing Series G Per Share Payment	4.1(a)
Closing Series G Per Warrant Payment	4.4(a)(i)
Closing Series M Per Share Payment	4.1(d)
Closing Warrant Payment	4.4(e)(i)
CMC	6.1(r)(iii)
COBRA	6.1(h)(iii)
Commercial Sale Milestones	10.1(a)(vii)
Commercial Sublicense	10.1(d)
Common Per Share Contingent Payment Amount	4.1(f)(iii)
Common Per Share Indemnity Escrow Amount	4.1(f)(i)
Common Per Share Indemnity Escrow Payout Amount	4.1(f)(ii)
Common Stock Per Share Consideration	4.1(f)
Company	Preamble
Company Balance Sheet	6.1(e)
Company Benefit Plans	6.1(h)(i)
Company Common Stock	4.1
Company Disclosure Letter	6.1
Company Financial Statements	6.1(e)
Company International Benefit Plan	6.1(h)(ii)
Company Option	4.3(a)
Company Option Closing Payments	4.1(j)(G)
Company Permits	6.1(i)(i)
Company UK Benefit Plan	6.1(h)(xiii)
Company Voting Stockholders	Recitals
Company Warrants	6.1(b)(i)
Confidentiality Agreement	12.7
Consideration Allocation Schedule	4.5(a)
Contingent Payments Adjustment In the Event of Failure to Dispute	11.4(c)
Contingent Payments Adjustment Reserve	11.2(b)
Contingent Payments Dispute Costs Adjustment	11.5(b)

Term	Section
Contingent Payments Final Judgment Adjustment	11.5(c)
Contingent Payments Negotiated Resolution Adjustment	11.5(a)
Contingent Payments Settled Adjustment	11.4(b)
Contingent Payments Undisputed Adjustment	11.4(a)
Continuing Employees	7.7(a)
Contract	6.1(d)(ii)
Covered Period	10.1(c)(i)
D&O Indemnified Parties	7.9(a)
Delaware Certificate of Merger	2.3
DGCL	2.1
Dispute	11.3
Dispute Negotiation Period	11.5(a)
Dispute Notice	11.3
Disputed Amount	11.3
Dissenting Share	4.2(f)
Dissenting Stockholder	4.2(f)
Effective Time	2.3
EMI Plans	6.1(h)(xiv)
ERISA	6.1(h)(i)
ERISA Affiliate	6.1(h)(ii)
Escrow Agent	Recitals
Escrow Agreement	Recitals
Estimated Closing Debt	5.1(a)
Estimated Closing Net Cash	5.1(a)
EU Initial Sale Milestone	10.1(a)(iii)
EU Initial Sale Milestone Payment	10.1(a)(iii)
Exchange Fund	4.2(b)
Existing Debt Payoff Amounts	3.1(b)
FCPA	6.1(i)(ii)
FCPI Holder	10.1(b)(iii)(C)
Final Closing Net Cash	5.2(c)(iii)
Final Judgment	11.5(c)
Final Release Date	11.1
Form of Net Cash Statement	5.1(a)
Government Contract	6.1(j)(i)(F)
Governmental Entity	6.1(d)(i)
HIPAA	6.1(h)(viii)
HMO	6.1(h)(x)
HSR Act	6.1(b)(viii)
Indemnified Party	10.2(e)(i)
Indemnifying Party	10.2(e)(i)
Indemnity Settlement	11.4(b)
Information Statement	6.1(c)(iii)
IRS	6.1(h)(iii)

Term	Section
Joint Escrow Notice	11.4(b)
Key Employee	Recitals
Law(s)	6.1(i)(i)
Loan Note Holders	Recitals
Material Contracts	6.1(j)(i)
Material Product and Trial Information	6.1(r)(i)
Merger	Recitals
Merger Loan Note Notice	4.7(a)
Merger Sub	Preamble
Milestones and Indemnity Escrow Payout Agent	10.1(b)(ii)
Negotiated Resolution	11.5(a)
New Employment Agreement	Recitals
Notice Period	10.2(e)(i)
OECD Convention	6.1(i)(ii)
Order	8.1(b)
Ordinary A Shares	Recitals
Ordinary B Shares	Recitals
Ordinary B Shareholders	Recitals
Owns, Consults, Lends, Borrows or Participates	6.1(t)
Parachute Payment	7.7(f)
Parent	Preamble
Parent Claims	10.1(b)(iii)(A)
Parent Indemnity Claim	11.2(a)
Parent Indemnity Claim Amount	11.2(a)
Parent Indemnity Claim Basis	11.2(a)
Parent Indemnity Claim Notice	11.2(a)
Paying Agent	4.2(b)
Per Common Share Participation Amount	4.1(j)(H)
Per Option Consideration	4.3(a)
Per Series D Warrant Consideration	4.4(a)(iii)
Per Series E Warrant Consideration	4.4(a)(ii)
Per Series G Warrant Consideration	4.4(a)(i)
Per Warrant Consideration	4.4(e)(ii)
Permitted Disposition	10.1(b)(ii)
PHSA	6.1(i)(i)
Pre-Closing Taxes	7.10(d)
Preparation Guidelines	5.1(a)
Relevant Cash Amount	4.7(a)
Relief	7.10(g)
Remaining Disagreements	5.2(c)(i)
Remaining Pro Rata Portion	10.1(b)(iii)(C)
Required Stockholder Vote	6.1(c)(i)
Reserve	11.2(b)
Review Board	6.1(d)(i)

Term	Section
Series B, C and D Per Share Consideration	4.1(c)
Series B, C and D Per Share Indemnity Escrow Amount	4.1(c)(ii)
Series B, C and D Per Share Indemnity Escrow Payout Amount	4.1(c)(iii)
Series B, C and D Per Share Liquidation Preference Amount	4.1(c)(i)
Series D Warrants	6.1(b)(i)
Series E Per Share Consideration	4.1(b)
Series E Per Share Contingent Payment Amount	4.1(b)(v)
Series E Per Share Indemnity Escrow Amount	4.1(b)(iii)
Series E Per Share Indemnity Escrow Payout Amount	4.1(b)(iv)
Series E Per Share Liquidation Preference Amount	4.1(b)(i)
Series E Per Share Participation Amount	4.1(b)(ii)
Series E Warrants	6.1(b)(i)
Series G Per Share Consideration	4.1(a)
Series G Per Share Contingent Payment Amount	4.1(a)(v)
Series G Per Share Indemnity Escrow Amount	4.1(a)(iii)
Series G Per Share Indemnity Escrow Payout Amount	4.1(a)(iv)
Series G Per Share Liquidation Preference Amount	4.1(a)(i)
Series G Per Share Participation Amount	4.1(a)(ii)
Series G Warrants	6.1(b)(i)
Series M Per Share Consideration	4.1(d)
Series M Per Share Indemnity Escrow Amount	4.1(d)(ii)
Series M Per Share Indemnity Escrow Payout Amount	4.1(d)(iii)
Series M Per Share Liquidation Preference Amount	4.1(d)(i)
SSA	6.1(r)(vii)
Stock Plans	6.1(b)(ii)
Stockholders' Agent	Preamble
Stockholders' Agent' s Costs	10.3(b)
Stockholders' Agent' s Fund	10.3(a)
Stockholders' Agent' s Objection	5.2(b)
Support Agreements	Recitals
Surviving Corporation	2.1
Takeover Statute	6.1(l)
Termination Agreement	7.6(a)
Termination Date	9.2
Third Party Claim	10.2(e)(i)
UK Holder	4.7(a)
UK Sub	Preamble
UK Sub Conversion	Recitals
Undisputed Amount	11.3
US Initial Sale Milestone	10.1(a)(ii)
US Initial Sale Milestone Payment	10.1(a)(ii)
VEBA	6.1(h)(i)
Voting Debt	6.1(b)(x)

ARTICLE II
The Merger

2.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time, Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Company, with all its rights, privileges, immunities, powers and franchises, shall continue unaffected by the Merger. The Merger shall have the effects specified in the Delaware General Corporation Law, as amended (the "DGCL").

2.2. Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing for the Merger (the "Closing") shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, at 9:00 a.m. on the third business day (the "Closing Date") following the day on which the last to be satisfied or waived of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement; provided if such a business day would otherwise occur within ten (10) business days of the end of the fiscal quarter of Parent, then Parent may, in its discretion, delay the Closing until the first business day of the next succeeding fiscal quarter of Parent, in which case the Closing shall be held on such a business day (so long as all of the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) shall continue to be satisfied or waived in accordance with this Agreement on such a date). For purposes of this Agreement, the term "business day" shall mean any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or a day on which banks are required or authorized to close in the City of New York, New York, United States or London, United Kingdom.

2.3. Effective Time. As soon as practicable following the Closing, the Company and Parent will cause a certificate of merger (the "Delaware Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 251 of the DGCL. The Merger shall become effective at the time when the Delaware Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later time as may be agreed by the parties in writing and specified in the Delaware Certificate of Merger (the "Effective Time").

2.4. The Certificate of Incorporation. The certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be amended and restated in its entirety to be identical to the certificate of incorporation of Merger Sub

as in effect immediately prior to the Effective Time (the "Charter"), until thereafter amended as provided therein or by applicable Laws.

2.5. The By-Laws. The parties hereto shall take all actions necessary so that the by-laws of Merger Sub in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation (the "By-Laws"), until thereafter amended as provided therein or by applicable Law.

2.6. Directors. The parties hereto shall take all actions necessary so that the board of directors of Merger Sub at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation and its Subsidiaries until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter, the By-Laws and the respective organizational documents of the Subsidiaries.

2.7. Other Transactions.

(a) Immediately prior to the Effective Time, (a) the Company will irrevocably exercise, effective as of immediately prior to the Effective Time, its call option over each outstanding Ordinary B Share in exchange for GBP 0.10 pursuant to the Exchange Agreement and, as a result, the Ordinary B Shareholders will not be entitled to any consideration in the Merger as a result of their previous holdings of Ordinary B Shares; (b) the Company and UK Sub will irrevocably effect, immediately prior to the Effective Time, UK Sub Conversion and, as a result, the Loan Note Holders will participate in the Merger as holders of Series G Preferred Stock after conversion set forth in clause (b) hereto and shall not, in their capacity as Loan Note Holders, be entitled to any additional consideration in their capacity as Loan Note Holders; (c) the Company and UK Sub, together with the other parties thereto, irrevocably agree to terminate, effective as of the Closing Date, (i) the Exchange Agreement, (ii) the Stockholders' Agreement, (iii) the Warrant Agreements and (iv) the UK Sub Subscription Agreement. Immediately upon the Effective Time, the Company will directly own one hundred percent (100%) of the allotted, issued and outstanding share capital of UK Sub.

(b) From the date of the Closing until such time the Company is the registered holder of all the Ordinary B Shares, the Ordinary B Shareholders agree to hold the Ordinary B Shares, as nominee, on trust for the Company as the beneficial owner of the Ordinary B Shares. Further, the Ordinary B Shareholders agree: (i) not to transfer or otherwise dispose of the Ordinary B Shares except as the Company directs; (ii) to account promptly to the Company for any and all dividends, distributions or other property rights deriving from the Ordinary B Shares in trust for the Company; (iii) to give promptly to the Company a copy of all notices and other communications received by the Ordinary B Shareholders in respect of the Ordinary B Shares; and (iv) to exercise all voting and other rights UK Sub may have in respect of the Ordinary B Shares at the direction of the Company.

ARTICLE III
Closing Deliveries and Actions

3.1. Deliveries and Actions by the Company at the Closing. At the Closing, with respect to this Agreement and such of the Ancillary Agreements as it is a party to, the Company shall deliver, or cause to be delivered, to Parent the following:

(a) the Company Closing Certificate;

(b) payoff letters from each lender and secured party under each of the Credit Agreements and the Pledge and Security Agreements, in form and substance satisfactory to Parent, evidencing (i) repayment and discharge in full of all of the outstanding Indebtedness under each of the Credit Agreements and all other amounts outstanding and/or accrued thereunder, including any prepayment fees, expenses or penalties (collectively, the "Existing Debt Payoff Amounts"), (ii) satisfaction and discharge in full of all of the other obligations of the Company and the Subsidiaries of the Company under each of the Credit Agreements and the Pledge and Security Agreements, and (iii) full and unconditional release of the Company, Parent, Merger Sub and the Subsidiaries and Affiliates of each of the foregoing, of all of the obligations under or relating to each of the Credit Agreements and the Pledge and Security Agreements;

(c) the counterpart of the Termination Agreement, duly executed by the Company, UK Sub and the other parties thereto;

(d) the opinions to be delivered pursuant to Section 8.2(k);

(e) resignations, effective as of the Effective Time, of each director and officer of the Company and the Subsidiaries of the Company who will not be continuing in such capacities following the Closing; and

(f) such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to Parent, as may be required to give effect to this Agreement or otherwise reasonably requested by Parent.

3.2. Deliveries and Actions by Parent at the Closing. At the Closing, with respect to this Agreement and such of the Ancillary Agreements as it is a party to, Parent shall deliver, or cause to be delivered, the following:

(a) the Parent Closing Certificate to the Company and the Stockholders' Agent;

(b) the counterpart of the Escrow Agreement duly executed by Parent to Escrow Agent and the Stockholders' Agent;

(c) the Existing Debt Payoff Amounts, in cash in immediately available funds to an account or accounts of the applicable lenders designated in writing by the Company no later than three (3) business days prior to the Closing;

(d) to Paying Agent the applicable amounts pursuant to Section 4.2(b);

(e) to Escrow Agent an aggregate amount equal to the Total Escrowed Cash, in cash in U.S. dollars to an account or accounts designated in writing by Escrow Agent, to be deposited into the Indemnity Escrow Account, pursuant to the terms of this Agreement and the Escrow Agreement;

(f) to the MIP Participants, the MIP Net Upfront Payout; and

(g) to the Company and the Stockholders' Agent, such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to the Company and/or the Stockholders' Agent, as may be required to give effect to this Agreement or otherwise reasonably requested by the Company and/or the Stockholders' Agent.

3.3. Deliveries and Actions by the Stockholders' Agent at the Closing. At the Closing, the Stockholders' Agent shall deliver, or cause to be delivered, to Parent:

(a) the counterpart of the Escrow Agreement duly executed by the Stockholders' Agent; and

(b) such other documents, in form and substance reasonably satisfactory to Parent, as may be required to give effect to its engagement and the other matters contemplated by this Agreement or otherwise reasonably requested by Parent.

ARTICLE IV
Effect of the Merger on Capital Stock; Exchange Procedures

4.1. Effect of Merger on Capital Stock of the Company. At the Effective Time, as a result of the Merger and without any action on the part of the holder of any capital stock of the Company, (A) any shares of the Common Stock, par value $0.0001 per share ("Company Common Stock"), or other shares of Company Capital Stock, then held by the Company or any direct or indirect wholly-owned Subsidiary of the Company (or held by any of such Persons in treasury) shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor, (B) each share of the common stock, $0.01 par value per share, of Merger Sub then outstanding shall be converted into one share of common stock of the Surviving Corporation and (C) the consideration payable in the Merger shall be distributed to the Former Securityholders in U.S. dollars as follows:

(a) Each share of Series G Preferred Stock outstanding as of the Effective Time shall be converted into the right to receive an amount of cash equal to: (i) an amount equal to (A) the Series G Per Share Liquidation Preference Amount plus (B) the Series G Per Share Participation Amount, minus (C) the Series G Per Share Indemnity Escrow Amount (the result of clauses (A), (B) and (C), the "Closing Series G Per Share Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.4; plus (ii) the Series G Per Share Indemnity Escrow Payout Amount, if any, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement; plus (iii) each Series G Per Share Contingent Payment Amount, if any, which amount shall be payable following the Effective Time pursuant to and in accordance with Section 10.1 (the foregoing clauses (i), (ii) and (iii) collectively, the "Series G Per Share Consideration"). For purposes of this Agreement:

(i) "Series G Per Share Liquidation Preference Amount" means, for each share of Series G Preferred Stock outstanding as of the Effective Time and each share of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, (x) $0.21, plus (y) the amount of the Accruing Dividend (as defined in, and calculated pursuant to, the Certificate of Incorporation and this Agreement) applicable to such share; provided, however, that notwithstanding anything to the contrary in the Certificate of Incorporation, for purposes of this Agreement, the Accruing Dividend (as defined in the Certificate of Incorporation) shall only accrue through the Accrual Cut-Off Date, at which time it shall stop accruing, even if the Effective Time occurs after such date.

(ii) "Series G Per Share Participation Amount" means, for each share of Series G Preferred Stock outstanding as of the Effective Time and each share of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, (x) the Per Common Share Participation Amount, multiplied by (y) the number of shares of Company Common Stock into which each such share is (or if issued, would be) convertible pursuant to the Certificate of Incorporation.

(iii) "Series G Per Share Indemnity Escrow Amount" means, for each share of Series G Preferred Stock outstanding as of the Effective Time and each share of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, (x) the Indemnity Escrowed Cash multiplied by (y) the quotient obtained by dividing (1) the Series G Per Share Liquidation Preference Amount plus the Series G Per Share Participation Amount by (2) the Aggregate Closing Merger Payment plus the Indemnity Escrowed Cash.

(iv) "Series G Per Share Indemnity Escrow Payout Amount" means, for each share of Series G Preferred Stock outstanding as of the Effective Time and each share of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, as applied to each payment of Indemnity Escrowed Cash by the Escrow Agent to the Stockholders' Agent for the benefit of the Former Securityholders pursuant to Article XI, if any, (x) the aggregate amount of such payment by the Escrow Agent multiplied by (y) the quotient obtained by dividing (1) the Closing Series G Per Share Payment by (2) the Aggregate Closing Merger Payment.

(v) "Series G Per Share Contingent Payment Amount" means, for each share of Series G Preferred Stock outstanding as of the Effective Time and each share of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, as applied to each Contingent Payment, if any, the product of (x) the number of shares of Company Common Stock into which such share is (or if issued, would be) convertible immediately prior to the Effective Time pursuant to the Certificate of Incorporation multiplied by (y) the quotient obtained by dividing (1) the amount of such Contingent Payment by (2) the Aggregate Participating Shares.

(b) Each share of Series E Preferred Stock outstanding as of the Effective Time shall be converted into the right to receive an amount of cash equal to: (i) an amount equal to (A) the Series E Per Share Liquidation Preference Amount, plus (B) the Series E Per Share Participation Amount, minus (C) the Series E Per Share Indemnity Escrow Amount (the result of clauses (A), (B) and (C), the "Closing Series E Per Share Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.4; plus (ii) the Series E Per Share Indemnity Escrow Payout Amount, if any, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement; plus (iii) each Series E Per Share Contingent Payment Amount, if any, which amount shall be payable following the Effective Time pursuant to and in accordance with Section 10.1 (the foregoing clauses (i), (ii) and (iii) collectively, the "Series E Per Share Consideration"). For purposes of this Agreement:

(i) "Series E Per Share Liquidation Preference Amount" means, for each share of Series E Preferred Stock outstanding as of the Effective Time and each share of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, $0.8930.

(ii) "Series E Per Share Participation Amount" means, for each share of Series E Preferred Stock outstanding as of the Effective Time and each share of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, (x) the Per Common Share Participation Amount multiplied by (y) the number of shares of Company Common Stock into

which each such share is (or if issued, would be) convertible pursuant to the Certificate of Incorporation.

(iii) "Series E Per Share Indemnity Escrow Amount" means, for each share of Series E Preferred Stock outstanding as of the Effective Time and each share of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, (x) the Indemnity Escrowed Cash multiplied by (y) the quotient obtained by dividing (1) the Series E Per Share Liquidation Preference Amount plus the Series E Per Share Participation Amount by (2) the Aggregate Closing Merger Payment plus the Indemnity Escrowed Cash.

(iv) "Series E Per Share Indemnity Escrow Payout Amount" means, for each share of Series E Preferred Stock outstanding as of the Effective Time and each share of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, as applied to each payment of Indemnity Escrowed Cash by the Escrow Agent to the Stockholders' Agent for the benefit of the Former Securityholders pursuant to Article XI, if any, (x) the aggregate amount of such payment by the Escrow Agent multiplied by (y) the quotient obtained by dividing (1) the Closing Series E Per Share Payment by (2) the Aggregate Closing Merger Payment.

(v) "Series E Per Share Contingent Payment Amount" means, for each share of Series E Preferred Stock outstanding as of the Effective Time and each share of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, as applied to each Contingent Payment, if any, (x) the number of shares of Company Common Stock into which such share is (or if issued, would be) convertible immediately prior to the Effective Time pursuant to the Certificate of Incorporation multiplied by (y) the quotient obtained by dividing (1) the amount of such Contingent Payment by (2) the Aggregate Participating Shares.

(c) Each share of Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock outstanding as of the Effective Time shall be converted into the right to receive an amount of cash equal to: (i) an amount equal to (A) the Series B, C and D Per Share Liquidation Preference Amount minus (B) the Series B, C and D Per Share Indemnity Escrow Amount (the "Closing Series B, C and D Per Share Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.2; plus (ii) the Series B, C and D Per Share Indemnity Escrow Payout Amount, if any, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement (the foregoing clauses (i) and (ii) collectively, the "Series B, C and D Per Share Consideration"). For purposes of this Agreement:

(i) "Series B, C and D Per Share Liquidation Preference Amount" means, for each share of Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock outstanding as of the Effective Time and each share of Series D Preferred Stock underlying the Series D Warrants outstanding immediately prior to the Effective Time, $0.8930.

(ii) "Series B, C and D Per Share Indemnity Escrow Amount" means, for each share of Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock outstanding as of the Effective Time and each share of Series D Preferred Stock underlying the Series D Warrants outstanding immediately prior to the Effective Time, (x) the Indemnity Escrowed Cash multiplied by (y) the quotient obtained by dividing (1) the Series B, C and D Per Share Liquidation Preference Amount by (2) the Aggregate Closing Merger Payment plus the Indemnity Escrowed Cash.

(iii) "Series B, C and D Per Share Indemnity Escrow Payout Amount" means, for each share of Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock outstanding as of the Effective Time and each share of Series D Preferred Stock underlying the Series D Warrants outstanding immediately prior to the Effective Time, as applied to each payment of Indemnity Escrowed Cash by the Escrow Agent to the Stockholders' Agent for the benefit of the Former Securityholders pursuant to Article XI, if any, (x) the aggregate amount of such payment by the Escrow Agent multiplied by (y) the quotient obtained by dividing (1) the Closing Series B, C and D Per Share Payment by (2) the Aggregate Closing Merger Payment.

(d) Each share of Series M Preferred Stock shall be converted into the right to receive an amount of cash equal to: (i) an amount equal to (A) the Series M Per Share Liquidation Preference Amount minus (B) the Series M Per Share Indemnity Escrow Amount (the "Closing Series M Per Share Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.2; plus (ii) the Series M Per Share Indemnity Escrow Payout Amount, if any, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement (the foregoing clauses (i) and (ii) collectively, the "Series M Per Share Consideration"). For purposes of this Agreement:

(i) "Series M Per Share Liquidation Preference Amount" means, for each share of Series M Preferred Stock outstanding as of the Effective Time, $284.3053.

(ii) "Series M Per Share Indemnity Escrow Amount" means, for each share of Series M Preferred Stock outstanding as of the Effective Time, (x) the Indemnity Escrowed Cash multiplied by (y) the quotient obtained by dividing (1)

the Series M Per Share Liquidation Preference Amount by (2) the Aggregate Closing Merger Payment plus the Indemnity Escrowed Cash.

(iii) "Series M Per Share Indemnity Escrow Payout Amount" means, for each share of Series M Preferred Stock outstanding as of the Effective Time as applied to each payment of Indemnity Escrowed Cash by the Escrow Agent to the Stockholders' Agent for the benefit of the Former Securityholders pursuant to Article XI, if any, (x) the aggregate amount of such payment by the Escrow Agent multiplied by (y) the quotient obtained by dividing (1) the Closing Series M Per Share Payment by (2) the Aggregate Closing Merger Payment.

(e) Each share of Series A Preferred Stock outstanding as of the Effective Time shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(f) Each share of Company Common Stock outstanding as of the Effective Time shall be converted into the right to receive an amount of cash equal to: (i) an amount equal to (A) the Per Common Share Participation Amount minus (B) the Common Per Share Indemnity Escrow Amount (the "Closing Common Share Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.2; plus (ii) the Common Per Share Indemnity Escrow Payout Amount, if any, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement, plus (iii) each Common Per Share Contingent Payment Amount, if any, which amount shall be payable following the Effective Time pursuant to and in accordance with Section 10.1 (the foregoing clauses (i), (ii) and (iii) collectively, the "Common Stock Per Share Consideration"). For purposes of this Agreement:

(i) "Common Per Share Indemnity Escrow Amount" means, for each share of Company Common Stock outstanding as of the Effective Time and each share of Company Common Stock underlying a Company Option outstanding immediately prior to the Effective Time, (x) the Indemnity Escrowed Cash multiplied by (y) the quotient obtained by dividing (1) the Per Common Share Participation Amount by (2) the Aggregate Closing Merger Payment plus Indemnity Escrowed Cash.

(ii) "Common Per Share Indemnity Escrow Payout Amount" means, for each share of Company Common Stock outstanding as of the Effective Time and each share of Company Common Stock underlying a Company Option outstanding immediately prior to the Effective Time, as applied to each payment of Indemnity Escrowed Cash by the Escrow Agent to the Stockholders' Agent for the benefit of the Former Securityholders pursuant to Article XI, if any, (x) the aggregate amount of such payment by the Escrow Agent multiplied by (y) the quotient obtained by dividing (1) the Closing Common Share Payment by (2) the Aggregate Closing Merger Payment.

(iii) "Common Per Share Contingent Payment Amount" means, for each share of Company Common Stock outstanding as of the Effective Time and each share of Company Common Stock underlying a Company Option outstanding immediately prior to the Effective Time, as applied to each Contingent Payment, if any, the quotient obtained by dividing (x) the amount of such Contingent Payment by (y) the Aggregate Participating Shares.

(g) Company Options. Each holder of a Company Option shall be entitled to receive the Per Option Consideration as set forth in Section 4.3(a).

(h) Company Warrants. Each holder of a Company Warrant shall be entitled to receive the Per Warrant Consideration as set forth in Section 4.4.

(i) Certain Additional Acknowledgements.

(i) For the avoidance of doubt, notwithstanding any other provision of this Agreement, (A) in no event shall Parent be obligated to make an Aggregate Closing Merger Payment that exceeds in the aggregate an amount equal to the sum of (x) the Adjusted Closing Consideration minus (y) the amount of the Indemnity Escrowed Cash, (B) in no event shall Parent and the Surviving Corporation collectively be obligated to make an MIP Gross Payout that exceeds in the aggregate $**[**]** (C) in no event shall Parent be obligated to make a Contingent Payment that exceeds the aggregate dollar amount of such Contingent Payment set forth in the definitions herein, and (D) in no event shall Parent be obligated to make aggregate Contingent Payments in an amount in excess of $575,000,000.

(ii) For the further avoidance of doubt: (x) the sum of the Series G Per Share Indemnity Escrow Amounts, the Series E Per Share Indemnity Escrow Amounts, the Series B, C and D Per Share Indemnity Escrow Amounts, the Series M Per Share Indemnity Escrow Amounts and the Common Per Share Indemnity Escrow Amounts (including, for the avoidance of doubt, with respect to all Company Options and Company Warrants) shall, in the aggregate, be equal to the amount of the Indemnity Escrowed Cash; and (y) with respect to any Contingent Payment payable hereunder, if any, the sum of the Series G Per Share Contingent Payment Amounts, the Series E Per Share Contingent Payment Amounts and the Common Per Share Contingent Payment Amounts (including, for the avoidance of doubt, with respect to Company Options and Company Warrants) and any other amounts payable in connection therewith to the Former Securityholders shall not exceed, in the aggregate, the amount of such Contingent Payment, as adjusted in accordance with Section 10.1(b).

(iii) For the further avoidance of doubt, (A) holders of Company Preferred Stock who elect to convert their Company Preferred Stock into shares of

Company Common Stock prior to the Effective Time shall only be entitled to receive the amounts provided for in Section 4.1(f) and shall not be entitled to receive the amounts provided for in Sections 4.1(a)-(d), as applicable, with respect to such converted shares; (B) holders of Ordinary B Shares shall receive an aggregate amount equal to £49,020 in exchange for their Ordinary B Shares from the Company immediately prior to the Closing, which outgoing cash will be taken into account and reduce the Current Assets of the Company; and (C) the holders of Loan Notes (in their capacity as such) shall not be entitled to receive consideration under this Agreement with respect to their Loan Notes to the extent that their Loan Notes have been converted to Ordinary C Shares and they have been issued shares of Series G Preferred Stock (pursuant to the UK Sub Conversion) prior to the Effective Time.

(j) Certain Additional Definitions. For purposes of this Agreement:

(A) "Aggregate Closing Merger Payment" means the sum of (1) the aggregate Closing Series G Per Share Payments payable on all shares of Series G Preferred Stock, (2) the aggregate Closing Series E Per Share Payments payable on all shares of Series E Preferred Stock, (3) the aggregate Closing Series B, C and D Per Share Payments payable on all shares of Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, (4) the aggregate Closing Series M Per Share Payments payable on all shares of Series M Preferred Stock, (5) the aggregate Closing Common Share Payments payable on all Company Common Stock, (6) the aggregate Closing Series G Per Warrant Payments payable on the shares of Series G Preferred Stock underlying all Series G Warrants, (7) the aggregate Closing Series E Per Warrant Payments payable on the shares of Series E Preferred Stock underlying all Series E Warrants, (8) the aggregate Closing Series D Per Warrant Payments payable on the shares of Series D Preferred Stock underlying all Series D Warrants and (9) the aggregate Company Option Closing Payments payable on all shares of Company Common Stock underlying all Company Options, in each case as outstanding immediately prior to the Effective Time. For the avoidance of doubt, the Aggregate Closing Merger Payment shall not exceed the Adjusted Closing Consideration.

(B) "Aggregate Participating Shares" means the sum of (1) the aggregate number of shares of Company Common Stock into which all shares of Series G Preferred Stock, which for purposes hereof shall include all shares of Series G Preferred Stock underlying the Series G Warrants outstanding immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (2) the aggregate number of shares of Company Common Stock into which all shares of Series E Preferred Stock, which for purposes hereof shall include all shares of Series E Preferred Stock underlying the Series E Warrants outstanding immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (3) the

aggregate number of shares of Company Common Stock (regardless whether vested or unvested) issuable pursuant to all Company Options outstanding immediately prior to the Effective Time and (4) all outstanding shares of Company Common Stock as of the Effective Time, excluding for purposes of the calculation (except to the extent expressly provided in this Agreement), in each case, for the avoidance of doubt, all dividend and interest accruals and entitlements thereto (the foregoing shall include all shares of Company Capital Stock that constitute and have never lost their status as Dissenting Shares).

(C) "Aggregate Series B, C and D Liquidation Preference" means the product of (1) the Series B, C and D Per Share Liquidation Preference Amount multiplied by (2) the sum of (x) the aggregate number of shares of Series B, C and D Preferred Stock outstanding as of the Effective Time and (y) the aggregate number of shares of Series D Preferred Stock issuable upon exercise of each Series D Warrant.

(D) "Aggregate Series E Liquidation Preference" means the product of (1) the Series E Per Share Liquidation Preference Amount multiplied by (2) the sum of (x) the aggregate number of shares of Series E Preferred Stock outstanding as of the Effective Time and (y) the aggregate number of shares of Series E Preferred Stock issuable upon exercise of each Series E Warrant.

(E) "Aggregate Series G Liquidation Preference" means the aggregate amount of the Series G Per Share Liquidation Preference Amounts calculated in respect of all shares of Series G Preferred Stock outstanding as of the Effective Time and the shares of Series G Preferred Stock issuable upon exercise of each Series G Warrant.

(F) "Aggregate Series M Liquidation Preference" means the product of (1) the Series M Per Share Liquidation Preference Amount multiplied by (2) the aggregate number of shares of Series M Preferred Stock outstanding as of the Effective Time.

(G) "Company Option Closing Payments" means the amounts payable pursuant to Section 4.3(a).

(H) "Per Common Share Participation Amount" means the amount obtained by dividing (1) the sum of (x) the Remaining Up-Front Payment plus (y) the aggregate exercise price in respect of all Company Warrants outstanding immediately prior to the Effective Time plus (z) the aggregate exercise price in respect of all Company Options outstanding immediately prior to the Effective Time, by (2) the Aggregate Participating Shares.

4.2. Exchange of Certificates.

(a) Cancellation of Certificate. At the Effective Time, all shares of Company Capital Stock outstanding immediately prior to the Effective Time shall automatically be canceled and retired and shall cease to exist, and no holder of record of an original certificate that immediately prior to the Effective Time represented outstanding shares of the Company Capital Stock (a "Certificate") shall have any rights as a stockholder of the Company and each Certificate (i) representing any outstanding shares of Company Capital Stock shall thereafter represent only the right to receive the Merger Consideration payable in respect of such shares as set forth in Section 4.1 of this Agreement and (ii) representing any Dissenting Shares shall thereafter represent only the right to receive the payments described in Section 4.2(f).

(b) Paying Agent. At the Effective Time, Parent shall make available or cause to be made available to a paying agent selected by Parent and reasonably acceptable to the Company and the Stockholders' Agent (the "Paying Agent") amounts sufficient in the aggregate to provide all funds necessary for the Paying Agent to make the Aggregate Closing Merger Payment, subject to Parent' s election under Section 4.3(c) with respect to payment to Former Optionholders (such cash being hereinafter referred to as the "Exchange Fund"). From and after the Effective Time, the Paying Agent shall act as the agent of Parent and the Surviving Corporation in effecting any amounts to be paid with respect to the Aggregate Closing Merger Payment hereunder and the exchange of the Certificates that immediately prior to the Effective Time represented outstanding shares of Company Capital Stock. The Paying Agent shall invest the Exchange Fund as directed by Parent. Any interest and other income resulting from such investment shall become a part of the Exchange Fund, and any amounts in excess of the amounts payable under Section 4.1 shall be promptly returned to Parent.

(c) Exchange Procedures.

(i) Promptly after the date hereof (and in any event within three (3) business days), the Company shall mail to each Former Stockholder: (A) a letter of transmittal in form provided by Parent and reasonably acceptable to the Company specifying that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates (or an indemnity agreement with an affidavit of loss in lieu of the Certificates as provided in Section 4.2(e)) to the Paying Agent, such letter of transmittal to be in such form and have customary title representations and such other provisions as Parent may reasonably request, and (B) instructions for use in effecting the surrender of the Certificates (or affidavits of loss in lieu of the Certificates as provided in Section 4.2(e)) in exchange for the Merger Consideration.

(ii) Upon surrender of a Certificate (or an indemnity agreement with an affidavit of loss in lieu of the Certificate as provided in Section 4.2(e)) to the Paying Agent in accordance with the terms of such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange

therefor a cash amount in immediately available funds (after giving effect to any required withholdings as provided in Section 4.2(g)) of its portion of the Aggregate Closing Merger Payment as reflected in the updated Consideration Allocation Schedule delivered by the Company pursuant to Section 8.2(p), with respect to such Certificate and the Certificate so surrendered shall forthwith be canceled.

(iii) Parent shall, no later than two (2) business days after the Effective Time and after receipt of each properly surrendered Certificate, cause the Paying Agent to make the payment of the applicable portion of the Aggregate Closing Merger Payment (after giving effect to any required withholdings as provided in Section 4.2(g)) as reflected in the updated Consideration Allocation Schedule delivered by the Company pursuant to Section 8.2(p) to the holder of such Certificate, in cash, by check or, at such holder' s expense, by wire transfer of immediately available funds to the account designated by such holder in the letter of transmittal delivered with such Certificate.

(iv) Parent shall pay to the Escrow Agent, for the benefit of each holder of a properly surrendered Certificate, at the time and in the manner set forth in Section 5.2, such holder' s applicable portion of any Post-Closing Adjustment Amount to be paid as provided in Section 5.2 (after giving effect to any required withholdings as provided in Section 4.2(g)). For the avoidance of doubt, such Post-Closing Adjustment Amount shall not constitute a part of the Indemnity Escrowed Cash and shall be paid out to the Former Securityholders together with the Indemnity Escrowed Cash that is not subject to a Reserve on the twelve (12) month anniversary of the Closing (or, if such day is not a business day, on the immediately following business day). Irrespective of any of its actions pursuant to Section 10.3(d), Parent shall have no obligation to any Former Securityholder in respect of such Person' s portion of any Post-Closing Adjustment Amount other than the obligation to make the aggregate payments to the Escrow Agent into the Indemnity Escrow Account as specified in Section 5.2 and upon such payment by Parent, all of Parent' s obligations with respect thereto shall be satisfied and discharged in full. Following such payment by Parent to the Escrow Agent, each Former Securityholder shall look only to the Stockholders' Agent to receive such Person' s portion of any Post-Closing Adjustment Amount when it is released from escrow in accordance with this Agreement and the Escrow Agreement, in accordance with the Consideration Allocation Schedule, as updated pursuant to, and in accordance with, Section 10.3(d), and the other provisions of this Agreement.

(v) Parent shall pay to the Milestones and Indemnity Escrow Payout Agent, as directed by the Stockholders' Agent, for the benefit of each applicable holder of a properly surrendered Certificate, at the time and in the manner set forth in Section 10.1, such holder' s applicable portion of any Contingent Payment

to be paid as provided in Section 10.1 (after giving effect to any withholdings as provided in Section 4.2(g)). Irrespective of any of its actions pursuant to Section 10.3(d), Parent shall have no obligation to any Former Securityholder in respect of such Person' s portion of any Contingent Payment other than the obligation to make aggregate payments to the Milestones and Indemnity Escrow Payout Agent, as directed by the Stockholders' Agent, specified in Section 10.1(a) and upon payment by Parent to the Milestones and Indemnity Escrow Payout Agent, as directed by the Stockholders' Agent, in accordance with Section 10.1(b), of such amounts, all of their respective obligations with respect thereto shall be satisfied and discharged in full. Following such payment by Parent to the Milestones and Indemnity Escrow Payout Agent, each Former Securityholder shall look only to the Stockholders' Agent to receive such Person' s portion of any Contingent Payment pursuant to Section 10.1(a). The Stockholders' Agent shall distribute, or cause the distribution of such amounts to the applicable Former Securityholders, in accordance with the Consideration Allocation Schedule, as updated pursuant to, and in accordance with, Section 10.3(d), and the other provisions of this Agreement.

(vi) Until so surrendered, each outstanding Certificate that prior to the Effective Time represented shares of Company Capital Stock (other than Dissenting Shares) will be deemed from and after the Effective Time, for all purposes, to evidence only the right to receive a payment of the applicable amount provided in Section 4.1(a). If, after the Effective Time, any Certificate is validly presented to the Surviving Corporation or Parent, it shall be cancelled and exchanged as provided in this Section 4.2.

(vii) For the avoidance of doubt, if payment is to be made to a Person other than the registered holder of the Certificate surrendered, it shall be a condition of such payment that the Certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the Person requesting such payment shall pay any Transfer Taxes or other Taxes required by reason of the payment to a Person other than the registered holder of the Certificate surrendered or establish to the satisfaction of the Paying Agent that such Transfer Tax or other Tax was paid or is not applicable.

(d) Termination of Exchange Fund. Any portion of the Exchange Fund (including the proceeds of any investments of the Exchange Fund) that remains unclaimed by the Former Securityholders of the Company for **[**]** after the Effective Time shall be delivered to the Surviving Corporation or, at its election, Parent. Any holder of Company Capital Stock who has not theretofore complied with this Article IV shall thereafter look only to the Surviving Corporation for payment of the Merger Consideration (after giving effect to any required withholdings as provided in Section 4.2(g)) upon due surrender of its Certificates (or an indemnity agreement with an affidavit of loss in lieu of the Certificates), without any interest thereon. Notwithstanding

the foregoing, none of the Surviving Corporation, Parent, the Paying Agent or any other Person shall be liable to any Former Securityholder for any amount properly delivered to a public official pursuant to applicable abandoned property, escheat or similar Laws.

(e) Lost, Stolen or Destroyed Certificates. In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by such record holder and delivery to Parent of an agreement in form reasonably satisfactory to Parent indemnifying Parent against any claim that may be made against Parent or the Surviving Corporation with respect to such Certificate, the Paying Agent shall pay to the record holder of such Certificate the payment of the applicable amounts provided in Section 4.2(c)(ii) to be paid in respect of the shares represented thereby upon due surrender of and deliverable in respect of the shares represented by such Certificate pursuant to this Agreement and such Person also shall be entitled to the right to receive the applicable portion of the payments specified in Sections 4.2(c)(iii) and 4.2(c)(iv), if any, as provided in this Agreement; provided, however, notwithstanding the foregoing, Parent or the Paying Agent may, in its discretion and as a condition precedent to the payment of such consideration, require such record holder to deliver a bond in such sum as Parent may reasonably direct as indemnity against any claim that may be made against Parent or the Surviving Corporation with respect to such Certificate.

(f) Dissenting Shares. No Person who has perfected a demand for appraisal rights pursuant to Section 262 of the DGCL (the "Dissenting Stockholder") shall be entitled to receive the Merger Consideration with respect to the shares of Company Capital Stock owned by such Person unless and until such Person shall have effectively withdrawn or lost such Person' s right to appraisal under the DGCL. Each Dissenting Stockholder shall be entitled to receive only the payment provided by Section 262 of the DGCL with respect to the shares of Company Capital Stock owned by such Dissenting Stockholder (such share being a "Dissenting Share"). The Company shall give Parent (i) prompt notice of any written demands for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable Law that are received by the Company relating to stockholders' rights of appraisal and (ii) the opportunity to direct all negotiations and proceedings with respect to demand for appraisal under the DGCL. The Company shall not, except with the prior written consent of Parent (such consent not to be unreasonably withheld, conditioned or delayed), voluntarily make any payment with respect to any demands for appraisal, offer to settle or settle any such demands or approve any withdrawal of any such demands.

(g) Withholding Rights. Each of Parent, the Paying Agent, the Escrow Agent and the Surviving Corporation shall be entitled to deduct and withhold from any amounts payable by Parent, the Paying Agent, the Escrow Agent or the Surviving Corporation, as the case may be, pursuant to this Agreement or the Escrow Agreement such amounts as it or UK Sub is required to deduct and withhold with respect to the making of such payment under applicable Law (including, without limitation, with respect to any Taxes, Transfer Taxes, Transaction Taxes and other amounts). To the

extent that amounts are so withheld by Parent, the Paying Agent, the Escrow Agent or the Surviving Corporation, as the case may be, such withheld amounts (i) shall be remitted by Parent, the Paying Agent, the Escrow Agent or the Surviving Corporation, as applicable, to the applicable Governmental Entity, and (ii) shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by Parent, the Paying Agent, the Escrow Agent and the Surviving Corporation, as the case may be.

4.3. Treatment of Stock Plans.

(a) Company Options. At the Effective Time, each outstanding option to purchase shares of Company Common Stock (each, a "Company Option") under the Stock Plans, whether vested or unvested immediately prior to the Effective Time shall, automatically and without any required action on the part of the holder thereof, be cancelled and converted into only the right to receive an amount in cash (subject, in each case, to any withholding as provided in Section 4.2(g) and, at Parent' s written request, Parent' s receipt of a customary option surrender agreement in the form determined by Parent and reasonably acceptable to the Company and delivered to such Former Optionholder together with such request promptly, but no later than two (2) business days following the Effective Time) equal to (i) the product of (x) the positive difference, if any, of the Closing Common Share Payment minus the exercise price per share of such Company Option multiplied by (y) the number of shares of Company Common Stock issuable upon the exercise of such Company Option as of immediately prior to the Effective Time (the "Company Option Closing Payment"), which amount shall be payable as soon as reasonably practicable (but no later than the end of the second payroll period) following the Effective Time; plus (ii) the product of (x) the Common Per Share Indemnity Escrow Payout Amount, if any, multiplied by (y) the number of shares of Company Common Stock issuable upon the exercise of such Company Option as of immediately prior to the Effective Time, which amount shall be payable at the times specified in, pursuant to and in accordance with Article XI and the Escrow Agreement; plus (iii) the product of (x) each Common Per Share Contingent Payment Amount, if any, multiplied by (y) the number of shares of Company Common Stock issuable upon the exercise of such Company Option as of immediately prior to the Effective Time, which amount shall be payable at the times specified in, pursuant to and in accordance with Section 10.1 (the foregoing clauses (i), (ii) and (iii) collectively the "Per Option Consideration").

(b) The foregoing payments set forth in clauses (i), (ii) and (iii) of Section 4.3(a) may be made, at Parent' s election, through Parent' s or the Surviving Corporation' s payroll and/or treasury functions or through the Paying Agent, Milestones and Indemnity Escrow Payout Agent or by another agent or third party service provider selected by Parent or, in the case of the foregoing payments set forth in clauses (ii) and (iii) of Section 4.3(a), proposed by the Stockholders' Agent and reasonably acceptable to Parent.

(c) Corporate Actions. At or prior to the Effective Time, the Company and the board of directors and the compensation committee of the Company, as applicable, shall adopt any resolutions and take any actions that are necessary to (i) effectuate the provisions of Section 4.3(a), and (ii) cause the Stock Plans to terminate at or prior to the Effective Time.

(d) No Right to Acquire Shares. The Company shall take all actions necessary to ensure that from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver shares of Company Capital Stock or other capital stock of the Company or any of its Subsidiaries to any Person pursuant to or in settlement of Company Options issued or outstanding at any time prior to the Effective Time.

4.4. Treatment of Company Warrants.

(a) Payments. At the Effective Time, with no further action required on the part of Parent, the Surviving Corporation, the Paying Agent or any holder thereof, each outstanding Company Warrant, whether or not then exercisable, subject to each such holder' s compliance with the provisions of this Section 4.4 and the remainder of this Agreement, shall only entitle the holder thereof to receive the following amounts:

(i) In respect of each Series G Warrant outstanding as of the Effective Time, (A) (x) the positive difference, if any, of the Closing Series G Per Share Payment minus the exercise price per share of Series G Preferred Stock issuable upon the exercise of such Series G Warrant immediately prior to the Effective Time, multiplied by (y) the number of shares of Series G Preferred Stock issuable upon the exercise of such Series G Warrant immediately prior to the Effective Time (the "Closing Series G Per Warrant Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.4(b); plus (B) (x) the Series G Per Share Indemnity Escrow Payout Amount, if any, multiplied by (y) the number of shares of Series G Preferred Stock issuable upon the exercise of such Series G Warrant immediately prior to the Effective Time, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement; plus (C) (x) the Series G Per Share Contingent Payment Amount, if any, payable pursuant to and in accordance with Section 10.1 multiplied by (y) the number of shares of Series G Preferred Stock issuable upon the exercise of such Series G Warrant immediately prior to the Effective Time, which amount shall be payable following the Effective Time pursuant to and in accordance with Section 10.1 (the foregoing clauses (A), (B) and (C) collectively, the "Per Series G Warrant Consideration").

(ii) In respect of each Series E Warrant outstanding as of the Effective Time, (A) (x) the positive difference, if any, of the Closing Series E Per Share Payment minus the exercise price per share of Series E Preferred Stock issuable

upon the exercise of such Series E Warrant immediately prior to the Effective Time multiplied by (y) the number of shares of Series E Preferred Stock issuable upon the exercise of such Series E Warrant immediately prior to the Effective Time (the "Closing Series E Per Warrant Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.4(b); plus (B) (x) the Series E Per Share Indemnity Escrow Payout Amount, if any, multiplied by (y) the number of shares of Series E Preferred Stock issuable upon the exercise of such Series E Warrant immediately prior to the Effective Time, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement; plus (C) (x) the Series E Per Share Contingent Payment Amount, if any, multiplied by (y) the number of shares of Series E Preferred Stock issuable upon the exercise of such Series E Warrant immediately prior to the Effective Time, which amount shall be payable following the Effective Time pursuant to and in accordance with Section 10.1 (the foregoing clauses (A), (B) and (C) collectively, the "Per Series E Warrant Consideration").

(iii) In respect of each Series D Warrant outstanding immediately prior to the Effective Time, (A) (x) the positive difference, if any, of the Closing Series B, C and D Per Share Payment minus the exercise price per share of Series D Preferred Stock issuable upon the exercise of such Series D Warrant immediately prior to the Effective Time multiplied by (y) the number of shares of Series D Preferred Stock issuable upon the exercise of such Series D Warrant immediately prior to the Effective Time (the "Closing Series D Per Warrant Payment"), which amount shall be payable following the Effective Time in accordance with Section 4.4(b); plus (B) (x) the Series B, C and D Per Share Indemnity Escrow Payout Amount, if any, multiplied by (y) the number of shares of Series D Preferred Stock issuable upon the exercise of such Series D Warrant immediately prior to the Effective Time, which amount shall be payable following the Effective Time in accordance with Article XI and the Escrow Agreement (the foregoing clauses (A) and (B) collectively, the "Per Series D Warrant Consideration").

(b) Procedures.

(i) The foregoing payments set forth in clause (a)(i) may be made by Parent or any of its Affiliates, or, at Parent' s election, the Paying Agent and those set forth in clauses (a)(ii) and (a)(iii), if any, shall be made in the manner set forth in Article V, Article X and Article XI of this Agreement, as applicable.

(ii) Promptly after the Effective Time, Parent shall, or shall cause the Paying Agent to, deliver the applicable amounts of the Closing Warrant Payment provided for in this Section 4.4 and reflected in the Consideration Allocation Schedule with respect to holders of Company Warrants to such holders of Company Warrants (solely with respect to shares of Company Capital Stock covered by such Company Warrants) as soon as reasonably practicable after (x)

the surrender by such holder of its Company Warrant and (y) the execution by any such holder of an instrument in the form determined by Parent and reasonably acceptable to the Company, providing for the appointment by such holder of the Stockholders' Agent pursuant to Section 10.3 of this Agreement and such other matters as Parent may reasonably request. In the event any Company Warrants shall have been lost, stolen or destroyed, a holder of such Company Warrants shall have to make and deliver to Parent or the Surviving Corporation an affidavit of that fact by such holder and an agreement in form reasonably satisfactory to Parent indemnifying Parent and the Surviving Corporation against any claim that may be made against Parent or the Surviving Corporation with respect to such Company Warrants; provided, however, notwithstanding the foregoing, Parent or the Surviving Corporation may, in its discretion and as a condition precedent to the payment of any amounts hereunder, require such record holder to deliver a bond in such sum as Parent may reasonably direct as indemnity against any claim that may be made against Parent or the Surviving Corporation with respect to such Company Warrant.

(c) At or prior to the Effective Time, the Company shall take any actions that are necessary to effectuate the provisions of Section 4.4(a).

(d) The Company shall take all actions necessary to ensure that, assuming compliance by Parent with its obligations under Sections 4.2 and 4.3, from and after the Effective Time neither Parent nor the Surviving Corporation will be required to deliver shares of Company Capital Stock or other capital stock of the Company or any of its Subsidiaries to any Person pursuant to or in settlement of Company Warrants issued or outstanding at any time prior to the Effective Time.

(e) Certain Additional Definitions. For purposes of this Agreement:

(i) "Closing Warrant Payment" means the Closing Series D Per Warrant Payment, the Closing Series E Per Warrant Payment and the Closing Series G Per Warrant Payment.

(ii) "Per Warrant Consideration" means the Per Series D Warrant Consideration, the Per Series E Warrant Consideration and the Per Series G Warrant Consideration, as applicable.

4.5. Consideration Allocation Schedule.

(a) Attached as Exhibit B to this Agreement is a form of schedule that will set forth a description of the amounts payable in respect of the Transactions, including pursuant to the Escrow Agreement and the MIP to the Former Securityholders, the MIP Participants, the Ordinary B Shareholders and the Loan Note Holders, including:

(i) the name of each Former Securityholder, MIP Participant, Ordinary B Shareholder and Loan Note Holder;

(ii) (A) the number of Ordinary B Shares held by each Ordinary B Shareholder, (B) the number of shares of each class of Company Capital Stock, Company Options and Company Warrants held by each Former Securityholder, (C) the aggregate principal amount and accrued interest as of the Accrual Cut-off Date, if any, of each Loan Note Holder and the number of shares of Series G Preferred Stock that each Loan Note Holder shall be ultimately entitled to immediately prior to the Effective Time following the UK Sub Conversion and (D) the amount of the Accrued Dividend payable on each share of Series G Preferred Stock through the Accrual Cut-Off Date, in each case, broken out by each instrument representing the foregoing securities, as applicable;

(iii) the number of shares of Company Common Stock that each share of Company Preferred Stock, Company Options and Company Warrants held by each Former Securityholder and each Loan Note Holder is convertible into as of immediately prior to the Effective Time, if applicable, broken out by each instrument representing the foregoing securities;

(iv) the aggregate amount of the Merger Consideration payable to each Former Securityholder and each Loan Note Holder, together with a detailed breakdown of each component thereof and the total withholding amounts and Transaction Taxes, if any, with respect thereto, calculated pursuant to, and in accordance with, this Agreement (assuming, solely for purposes of such schedule, the payment in full of the Merger Consideration with no adjustments pursuant to Section 5.2(b)); and

(v) the aggregate amounts of the MIP Gross Payouts payable to each MIP Participant, together with a detailed breakdown of each component thereof and the total withholding amounts, if any, with respect thereto, calculated pursuant to, and in accordance with, this Agreement and the MIP;

the foregoing, as the same will be completed prior to the Closing in accordance with Section 7.17, including to reflect the adjustments made pursuant to Section 5.1(a), and, following the Closing, to reflect the matters set forth above with respect to each Former Securityholder, MIP Participant, Ordinary B Shareholder, and Loan Note Holder, and to reflect the actual post-Closing distributions, pursuant to Section 10.3(d), the "Consideration Allocation Schedule".

(b) Notwithstanding anything to the contrary in this Agreement or any investigation or examination conducted, or any knowledge possessed or acquired, by or on behalf of Parent or the Surviving Corporation or any of their respective Affiliates, (i) Parent and the Surviving Corporation are entitled to rely on the Consideration Allocation

Schedule in making payment or disbursement to any Person pursuant to this Agreement and (ii) in no event shall Parent or the Surviving Corporation or any of their respective Affiliates have any Liability to any Person (including the Stockholders' Agent and each of the Former Securityholders, the Ordinary B Shareholders and the Loan Note Holders) for the payment or disbursement by any Person (including Parent and the Surviving Corporation and their respective Affiliates and Representatives) in accordance with the Consideration Allocation Schedule, as updated from time to time in accordance with the terms of this Agreement.

4.6. No Transfers; No Conversions or Exchanges.

(a) At the Effective Time, the stock transfer books of the Company and all of its Subsidiaries shall be closed, and there shall thereafter be no further registration of transfers of shares of Company Capital Stock, Company Warrants or other securities or interests of the Company or any of its Subsidiaries outstanding immediately prior to the Effective Time.

(b) At and after the Effective Time, each holder of a Certificate and each former holder of Company Options and Company Warrants shall cease to have rights as a holder of such securities, except for the right to receive the payments specified in this Agreement, or, with respect to the holders of Company Capital Stock, to the extent but only to the extent permitted by applicable Law, to assert dissenter' s rights, and no transfer of shares shall thereafter be made on the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates, Company Options or Company Warrants are presented to the Paying Agent, Parent or the Surviving Corporation, they shall be canceled and exchanged for the applicable portion of the payments set forth in this Agreement to the extent provided in the Consideration Allocation Schedule. No holder of any other security or interest of the Company or any of its Subsidiaries shall have any rights with respect to any other payments hereunder or otherwise following the Effective Time against Parent, the Surviving Corporation, or any of their respective Subsidiaries and Affiliates.

(c) At the Effective Time, there shall thereafter be no further registration of conversion or exchange of shares of Company Capital Stock or any Loan Notes or other securities or interests outstanding immediately prior to the Effective Time on the records of the Company, UK Sub or other Subsidiaries of the Company. At and after the Effective Time, each holder of Company Preferred Stock and Loan Notes shall cease to have rights to convert or exchange any of the Company Preferred Stock or Loan Notes held by such holder.

4.7. Merger Consideration Satisfied by Merger Loan Notes

(a) Subject to Sections 4.7(b) and 4.7(d), each Former Stockholder who is a United Kingdom resident for taxation purposes (a "UK Holder") shall receive all

of the Contingent Payments payable to such UK Holder in respect of Company Capital Stock through the issuance of such principal amount of Merger Loan Notes as is equal to the cash amount of any Contingent Payment as and when payable to such UK Holder pursuant to the terms of this Agreement (any such amount, the "Relevant Cash Amount"). Promptly following the date hereof, and in any event no later than the Effective Time, the Stockholders' Agent shall deliver a notice to Parent identifying each UK Holder. No later than twenty (20) business days prior to the date a Contingent Payment is payable by Parent pursuant to this Agreement to a UK Holder, the Stockholders' Agent shall send Parent a notice identifying: (i) the Relevant Cash Amount in respect of such Contingent Payment payable for each such UK Holder as reflected in the Consideration Allocation Schedule updated and used for the payment of such Contingent Payment; and (ii) such other information as Parent may request (the "Merger Loan Note Notice"). Subject to Sections 4.7(b) and 4.7(d), Parent shall then issue a Merger Loan Note in the name of each UK Holder set forth in the Merger Loan Note Notice, in a principal amount equal to the Relevant Cash Amount applicable to such UK Holder, and shall deliver such Merger Loan Notes to the Stockholders' Agent on behalf of the UK Holders. All references in Section 4.2(c) to "in cash" (as regards payment to a UK Holder) shall be deemed to include a reference to the issue of Merger Loan Notes and this Section 4.7 to the extent that a Merger Loan Note Notice has been validly issued to a UK Holder.

(b) As a condition to Parent' s issuance of any Merger Loan Note to a UK Holder, the Stockholders' Agent agrees, and by accepting such Merger Loan Note such UK Holder agrees, that Parent shall be entitled to rely on the accuracy of the Relevant Cash Amounts contained in the Merger Loan Note Notice and that the Merger Loan Note shall constitute full and final satisfaction of all amounts payable to the UK Holder in respect of the applicable Contingent Payment under this Agreement. Parent shall not have any obligation to confirm that the Relevant Cash Amounts set forth in the Merger Loan Note Notice have been accurately calculated in accordance with terms and conditions of this Agreement.

(c) Any Merger Loan Note Notice issued by the Stockholders' Agent shall be irrevocable.

(d) Notwithstanding anything set forth in this Section 4.7, Parent shall have no obligation to issue any Merger Loan Notes hereunder unless any individual issuance, individually and/or taken together with any prior issuances and any potential subsequent issuances and other facts and circumstances, can be accomplished in a transaction that is, in Parent' s judgment, exempt from registration and qualification under U.S. federal and state securities laws or any other Law or would have an adverse Tax impact or any other adverse impact of any nature on Parent or its Affiliates (including the Surviving Corporation).

4.8. No Interest. For the avoidance of doubt, no interest shall accrue on any amounts payable under this Agreement to any Former Securityholder or any MIP Participant.

4.9. Rounding. Any payments to any Former Securityholder under this Agreement shall be rounded up or down to the nearest whole cent.

ARTICLE V
Consideration Adjustment

5.1. Adjusted Closing Consideration.

(a) At least five (5) business days prior to the Closing Date, the Company shall prepare, or cause to be prepared, and deliver to Parent its (i) good faith estimate of the Net Cash as of the Closing (the "Estimated Closing Net Cash"), including the Debt as of the Closing (the "Estimated Closing Debt") and (ii) an updated Consideration Allocation Schedule. In calculating the Estimated Closing Net Cash, the Company shall use the form of net cash statement set forth in Annex C to this Agreement (the "Form of Net Cash Statement"). The Company shall determine the estimate for the Estimated Closing Net Cash (including the respective line items for Current Assets and Current Liabilities set forth on the Form of Net Cash Statement) and the Estimated Closing Debt in accordance with the accounting methods, policies, practices and procedures set forth in Annex C to this Agreement (collectively, the "Accounting Policies") and, (x) to the extent supplemental guidance is required, GAAP, and (y) to the extent further supplemental guidance is required, the past accounting methods, policies, practices and procedures of the Company and in the same manner, with consistent classification and estimation methodology, as the Audited Consolidated Financial Statements; provided that in the event that the Form of Net Cash Statement and/or the Accounting Policies conflict with any of the sources set forth in the preceding clause (x) or (y), the Form of Net Cash Statement and the Accounting Policies shall prevail (the "Preparation Guidelines"). The Estimated Closing Net Cash shall be used in determining the Adjusted Closing Consideration to be paid by Parent at Closing for purposes of this Agreement in the manner set forth in Section 5.1(b) below.

(b) With no further agreement of the parties required, the Adjusted Closing Consideration shall be determined by automatically adjusting the Up-Front Payment as set forth in the next sentence. The Adjusted Closing Consideration shall be equal to the Up-Front Payment adjusted as follows: if (x) the Estimated Closing Net Cash is greater than the Reference Amount, plus the amount of such excess, or (y) the Estimated Closing Net Cash is less than the Reference Amount, minus the amount of such shortfall.

5.2. Post-Closing Consideration Adjustment.

(a) Preparation of the Closing Net Cash and Closing Debt.

(i) Parent shall, as soon as practicable, and in no event later than the last business day before the end of the quarter in which the Closing Date occurs, prepare, or cause to be prepared, and deliver to the Stockholders' Agent, a statement of (x) the actual Net Cash as of the Closing (the "Closing Net Cash"), including the actual Debt as of the Closing (the "Closing Debt").

(ii) In preparing or causing to be prepared the statement of Closing Net Cash, Parent shall use the Form of Net Cash Statement. Parent shall determine the Closing Net Cash (including the respective line items for Current Assets, Current Liabilities and Closing Debt set forth on the Form of Net Cash Statement) in accordance with the Accounting Policies and the Preparation Guidelines.

(b) Review of the Closing Net Cash. The Stockholders' Agent shall complete its review of the Closing Net Cash within thirty (30) calendar days after delivery thereof by Parent. In the event that the Stockholders' Agent determines that the Closing Net Cash has not been prepared on the basis set forth in Section 5.2(a) and the amounts in dispute exceed **[**]** in the aggregate, the Stockholders' Agent shall, on or before the last day of such 30-day period, so inform Parent in writing (such writing, "Stockholders' Agent' s Objection"), setting forth a detailed description of the basis of the Stockholders' Agent' s determination and the adjustments to the Closing Net Cash that the Stockholders' Agent believes should be made (for the avoidance of doubt, if the amounts in dispute are equal to or less than $**[**]** in the aggregate, the Stockholders' Agent shall have no right to make a Stockholders' Agent' s Objection pursuant to this Section 5.2(b)); provided, however, that (i) no item of dispute shall be the subject of Stockholders' Agent' s Objection that is based on developments after the Closing; and (ii) no adjustments shall be permitted to the extent they relate to (w) the specific Tax indemnities set out in Section 7.10(f) (but, for the avoidance of doubt, it being understood that if a particular Tax Liability is included in the Closing Net Cash, nothing shall prevent Parent from proposing adjustments to such items and, if, and to the extent that, such items result in any adjustment of the Up-Front Payment under Section 5.1 or 5.2 of this Agreement, there shall be no double claim under Section 7.10(f) or 10.2); (x) the indemnities set out in Section 10.2 (but, for the avoidance of doubt, it being understood that if a particular Liability is included in the Closing Net Cash, nothing shall prevent Parent from proposing adjustments to such items and, if, and to the extent that, such items result in any adjustment of the Up-Front Payment under Section 5.1 or 5.2 of this Agreement, there shall be no double claim under Section 7.10(f) or 10.2) or (y) matters that are the subject of a settled indemnification claim already notified under this Agreement.

(c) Determination by Independent Accountant.

(i) Parent shall have thirty (30) calendar days from its receipt of the Stockholders' Agent' s Objection to review and respond to Stockholders' Agent' s Objection. If the Stockholders' Agent and Parent are unable to resolve all of their

disagreements with respect to the proposed adjustments set forth in the Stockholders' Agent's Objection within fifteen (15) calendar days following the completion of Parent's review of Stockholders' Agent's Objection, each of them shall have the right to refer any remaining disagreements (the "Remaining Disagreements") to Independent Accountant. Parent and the Stockholders' Agent will then promptly enter into reasonable and customary arrangements for the services to be rendered by the Independent Accountant hereunder. The Independent Accountant, acting as an expert and not as an arbitrator, shall determine, on the basis set forth in and in accordance with Section 5.2(a), and only with respect to the Remaining Disagreements so submitted, whether and to what extent, if any, the Closing Net Cash requires adjustment. Parent and the Stockholders' Agent shall instruct Independent Accountant to deliver its written determination to Parent and the Stockholders' Agent no later than thirty (30) calendar days after the Remaining Disagreements are referred to Independent Accountant.

(ii) Independent Accountant's determination shall be conclusive and binding upon Parent and the Stockholders' Agent and their respective Affiliates, absent any manifest error. In resolving any Remaining Disagreements, Independent Accountant may not assign a value to such item greater than the greatest value for such item asserted by the Stockholders' Agent or Parent or less than the smallest value for such item asserted by the Stockholders' Agent or Parent.

(iii) The "Final Closing Net Cash" shall be equal to the Closing Net Cash in the statement delivered by Parent pursuant to Section 5.2(a) in the event there is no timely Stockholders' Agent's Objection and shall be equal to the Net Cash as agreed to by Parent and the Stockholders' Agent or as determined by Independent Accountant in the event of a timely Stockholders' Agent's Objection.

(iv) The fees and disbursements of Independent Accountant shall be borne by Parent and the Stockholders' Agent in the proportion that the aggregate value of those Remaining Disagreements that Independent Accountant determines require adjustment bears to the aggregate value of those Remaining Disagreements that Independent Accountant determines not to require adjustment.

(d) Cooperation.

(i) Without limitation to Section 7.3, Parent, the Surviving Corporation and the Subsidiaries of the Surviving Corporation shall provide to the Stockholders' Agent and its accountants reasonable access to the books and records of the Surviving Corporation and the Subsidiaries of the Surviving Corporation and to any other information, including work papers of its accountants (subject to customary hold harmless covenants), and to any

employees during regular business hours and on reasonable advance notice, to the extent necessary for the Stockholders' Agent to submit a Stockholders' Agent' s Objection.

(ii) The Stockholders' Agent and Parent shall make readily available to Independent Accountant all relevant books and records and any work papers (including those of their respective accountants, subject to customary hold harmless agreements) relating to the Closing Net Cash, and Stockholders' Agent' s Objection and all other items reasonably requested by Independent Accountant in connection therewith.

(e) Payment of Post-Closing Adjustment Amount. If (i) the Post-Closing Adjustment Amount is a positive number (that is, the Final Consideration exceeds the Adjusted Closing Consideration), then Parent shall (or shall cause the Company) promptly (and in any event within five (5) business days) after the final determination thereof pay to the Escrow Agent on behalf of the Former Securityholders, the amount of such difference, which, for the avoidance of doubt, shall not constitute a part of the Indemnity Escrowed Cash, and shall be paid out to the Former Securityholders together with the Indemnity Escrowed Cash that is not subject to a Reserve **[**]** of the Closing (or, if such day is not a business day, on the immediately following business day), or (ii) the Post-Closing Adjustment Amount is a negative number (that is, the Final Consideration is less than the Adjusted Closing Consideration), after the final determination thereof, the Escrow Agent shall distribute the amount of such difference from the Indemnity Escrow Account to Parent to an account or accounts designated in writing by Parent; and, in each case, plus interest from the Closing Date to, but not including, the date of payment at LIBOR calculated based on (A) the actual number of days between the Closing Date and the date of payment of the Post-Closing Adjustment Amount, divided by (B) 365. Upon the payment of the amount specified in clause (A) above, if any, to the Escrow Agent on behalf of the Former Securityholders, Parent shall cease to have any further liability or obligation to any of the foregoing with respect to these matters.

(f) No Duplication. For the avoidance of doubt, there shall be no duplication between: (i) the Current Liability and Debt calculations performed in the determination of Net Cash (including any line items and other components included therein) and any related adjustments hereunder and/or (ii) the adjustments under Section 5.1 or 5.2 of this Agreement.

ARTICLE VI
Representations and Warranties

6.1. Representations and Warranties of the Company. The Company represents and warrants to Parent and Merger Sub as follows, except as expressly set forth in the disclosure letter delivered by the Company to Parent not less than 48 hours

prior to entering into this Agreement (the "Company Disclosure Letter"). The Company Disclosure Letter shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article VI, and the disclosure in any paragraph of the Company Disclosure Letter shall qualify (1) the corresponding paragraph in this Article VI and (2) the other paragraphs in this Article VI to the extent that it is reasonably apparent from the face of such disclosure that it also qualifies or applies to such other paragraphs.

(a) Organization, Good Standing and Qualification. Each of the Company and its Subsidiaries is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and Assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation or other legal entity in each jurisdiction where the ownership, leasing or operation of its Assets or properties or conduct of its business requires such qualification, except for where the failure to be so duly organized, validly existing or in good standing, or the failure to possess such corporate or similar power, authority and qualification would not reasonably be expected to have a Company Material Adverse Effect. The Company has delivered or made available to Parent complete and correct copies of the Company' s and its Subsidiaries' certificates of incorporation and by-laws or comparable governing documents, each as amended to the date of this Agreement, and each as so delivered is in full force and effect. The Company has made available to Parent true and correct copies of (i) all minute books of all meetings of directors and stockholders or actions by written consent of the Company and US Sub since the time of formation to the date hereof, and (ii) the statutory books (including all registers and minute books) of UK Sub for the five (5) years prior to the date hereof. The statutory books (including all registers and minute books) of UK Sub have been kept up-to-date and are maintained in accordance with applicable Laws and all returns, particulars, resolutions and other documents required to be delivered to the Registrar of Companies by UK Sub have been so delivered in accordance with applicable Laws and are in all material respects correct. Section 6.1(a) of the Company Disclosure Letter contains a correct and complete list of each jurisdiction where the Company and its Subsidiaries are organized and qualified to do business.

(b) Capital Structure.

(i) The authorized capital stock of the Company consists of (A) 880,602,417 shares of Company Common Stock, of which there were issued and outstanding as of the close of business on the date of this Agreement 5,251,546 shares, and (B) 1,295,135,846 shares of Company Preferred Stock. As of the date of this Agreement, there were issued and outstanding: (A) 95,213 shares of Series A Preferred Stock convertible into 95,213 shares of Common Stock; (B) 18,517,457 shares of Series B Preferred Stock convertible into 41,059,370 shares of Common Stock; (C) 3,429,024 shares of Series C Preferred

Stock convertible into 7,603,288 shares of Common Stock; (D) 15,569,616 shares of Series D Preferred Stock convertible into 34,523,017 shares of Common Stock; (E) 27,725,435 shares of Series E Preferred Stock convertible into 61,476,515 shares of Common Stock; (F) 336,913,747 shares of Series G Preferred Stock convertible into 336,913,747 shares of Common Stock; and (G) 19,000 shares of Series M Preferred Stock convertible into 19,000 shares of Common Stock. As of the date of this Agreement, there was no Series G-1 Preferred Stock issued and outstanding. As of the date of this Agreement, there were issued and outstanding: (A) warrants to purchase 1,819,221 shares of Series D Preferred Stock convertible into 4,033,812 shares of Common Stock ("Series D Warrants"); (B) warrants to purchase 4,270,924 shares of Series E Preferred Stock convertible into 9,470,054 shares of Common Stock ("Series E Warrants"); and (C) warrants to purchase 121,408,312 shares of Series G Preferred Stock convertible into 121,408,312 shares of Common Stock ("Series G Warrants", and, together with the Series D Warrants and Series E Warrants, the "Company Warrants").

(ii) All outstanding shares of Company Common Stock and Company Preferred Stock (A) are duly authorized, validly issued, fully paid and non-assessable, (B) are free of any Liens and (C) were not issued in violation of any preemptive rights or rights of first refusal created by Law, the Certificate of Incorporation or by-laws of the Company or any Contract to which Company is a party or by which it is bound. Other than 98,732,119 shares reserved for issuance under the Company' s 2005 Stock Incentive Plan and 2003 Enterprise Management Incentive Scheme (the "Stock Plans"), the Company has no capital stock reserved for issuance. Nothing in this Agreement or in the Company Disclosure Letter shall prevent or limit in any manner Parent Indemnified Party' s indemnification rights provided in this Agreement with respect to any Losses arising out of or in connection with the matters set forth in Section 6.1(b)(ii)(3) of the Company Disclosure Letter.

(iii) Each Company Option (A) was granted in compliance with all applicable Laws and all of the terms and conditions of the Stock Plans pursuant to which it was issued, (B) has an exercise price per share of Company Common Stock determined by the board of directors of the Company at the time of grant to be equal to or greater than the fair market value of a share of Company Common Stock on the date of such grant, (C) has a grant date identical to the date on which the Company' s board of directors or compensation committee thereof actually awarded such Company Option, (D) qualifies for the tax and accounting treatment afforded to such Company Option in the Company' s tax returns and (E) does not trigger any liability for the holder thereof under Section 409A of the Code. Upon any issuance of any shares of Company Common Stock in accordance with the terms of the Stock Plans, such shares will be duly authorized, validly issued, fully paid and non-assessable and free and clear of any Liens. As of (x) the date hereof, there are 9,350 shares of Company restricted stock issued and outstanding,

and (y) immediately prior to the Effective Time, there will be no shares of Company restricted stock issued and outstanding.

(iv) Section 6.1(b)(iv) of the Company Disclosure Letter contains a correct and complete list of (x) each Company Warrant and (y) each Company Option, including, as applicable, the holder' s name, country and state (if applicable) of residence at the date of both grant and exercise of the Company Option, date of grant, term, number of shares of Company Common Stock subject thereto, and, where applicable, exercise price or reference price, number of shares of Company Common Stock vested as of such date and vesting schedule, including whether the vesting will be accelerated by the execution of this Agreement or consummation of the Merger or by termination of employment or change of position following consummation of the Merger, and, in the case of a Company Option, whether the option is an Incentive Stock Option (within the meaning of the Code) or is an option granted under the EMI Plan, and the Stock Plans or other Company Benefit Plan under which such Company Options was granted.

(v) The Company has delivered or made available to Parent true and complete copies of each (A) form of Company Warrant and each Warrant Agreement evidencing or relating to such Company Warrant; (B) form of award agreement for each Company Option; (C) any other stock option and other award agreements to the extent there are variations from the form of agreement, specifically identifying the Person(s) to whom such variant forms apply; and (D) all Contracts and other documents governing or otherwise relating to the Loan Notes and the Ordinary B Shares.

(vi) The entire allotted, issued and outstanding share capital of UK Sub consists of (A) 490,200 Ordinary A Shares, all of which are owned by the Company; and (B) 490,200 Ordinary B Shares, all of which are owned by the Ordinary B Shareholders. The directors of UK Sub have authority to allot shares in UK Sub up to an aggregate nominal amount of GBP 20,000,000, to be made up of: (A) 1,000,000 Ordinary A Shares; (B) 500,000 Ordinary B Shares; and (C) 500,000 Ordinary C Shares.

(vii) All of the outstanding shares of capital stock or other securities of each of the Company' s Subsidiaries: (A) are duly authorized, validly issued, fully paid and non-assessable, (B) are free of any Liens, (C) were not issued in violation of any preemptive rights or rights of first refusal created by Law, the organizational documents of such Subsidiary or any Contract to which such Subsidiary is a party or by which it is bound, and (D) other than as set forth in Section 6.1(b)(vii) of the Company Disclosure Letter, are owned by the Company or by a direct or indirect wholly-owned Subsidiary of the Company.

(viii) Section 6.1(b)(viii) of the Company Disclosure Letter sets forth: (x) each of the Company' s Subsidiaries and the ownership interest of the Company in each such Subsidiary, as well as the ownership interest of any other Person or Persons in each such Subsidiary and (y) the Company' s or its Subsidiaries' capital stock, equity interest or other direct or indirect ownership, voting or other interest in, or obligation to contribute any capital or make any loans or advances to, any other Person. The Company does not own, directly or indirectly, any voting interest in any Person that requires an additional filing by Parent under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act").

(ix) Except as set forth above, there are no preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate the Company or any of its Subsidiaries to issue or sell any shares of capital stock or other securities, interests or obligations of the Company or any of its Subsidiaries or any securities, interests or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries, and no securities, interests or obligations evidencing such rights are authorized, issued or outstanding. Immediately upon the Effective Time, there will be no right of any kind that obligates the Company or any of its Subsidiaries to issue or sell any shares of capital stock or other securities, interests or obligations of the Company or any of its Subsidiaries or any securities, interests or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company or any of its Subsidiaries.

(x) There are no other Contracts relating to the voting, purchase or sale of the capital stock of the Company or any of its Subsidiaries (A) between or among the Company, any of its Subsidiaries and the stockholders of the Company or any of its Subsidiaries or any other Person, and (B) to the Knowledge of the Company or any of its Subsidiaries, between or among any of the stockholders of the Company or any of its Subsidiaries or any other Person. Except as set forth in Section 6.1(b)(x) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has outstanding any bonds, debentures, loan or other notes or other obligations the holders of which have the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) with the stockholders of the Company or any of its Subsidiaries on any matter ("Voting Debt").

(xi) Section 6.1(b)(xi) of the Company Disclosure Letter sets forth, as of the date hereof: the true and correct number of shares of Company Capital Stock that each current stockholder of the Company holds of record.

(xii) After giving effect to the Transactions, and subject to Section 4.2(f), Parent will directly own one hundred percent (100%) of the outstanding capital stock of the Company, the Company will directly own one hundred percent (100%) of the allotted, issued and outstanding share capital of UK Sub, and UK Sub will own directly one hundred percent (100%) of the outstanding capital stock of US Sub, in each case not subject to any preemptive or other outstanding rights, options, warrants, conversion rights, stock appreciation rights, redemption rights, repurchase rights, agreements, arrangements, calls, commitments or rights of any kind that obligate Parent or any other Person to issue or sell any shares of capital stock or other securities or Indebtedness of the Company, UK Sub or US Sub or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Company, UK Sub or US Sub (including, in each case, any voting, economic or other rights attaching thereto). Without limitation of the foregoing and for the avoidance of doubt, after giving effect to the Transactions, there will be no Loan Notes or any other convertible loan notes of UK Sub outstanding.

(xiii) The Consideration Allocation Schedule to be delivered pursuant to Sections 8.2(p) and 10.3(d) of this Agreement will be, true, complete and correct, and comply with this Agreement, in all respects.

(xiv) There is $20,909,457 aggregate principal amount of Loan Notes outstanding, convertible by their terms into Ordinary C Shares pursuant to the Loan Note Instruments in effect as of the date of this Agreement, such number of Ordinary C Shares being exchangeable for 103,403,884 shares of Series G Preferred Stock pursuant to the Exchange Agreement in effect as of the date of this Agreement. There is no interest, dividend or similar payment of any kind payable on the Loan Notes.

(xv) The issuance of the Ordinary C Shares to the Company upon the conversion of the Loan Notes and issuance of the Series G Preferred Stock to the Loan Note Holders, each as set forth and pursuant to the Letter of Instruction, (i) will not create any adverse Tax or other consequences for any of Parent, Company or any of their Subsidiaries or Affiliates (including the Surviving Corporation) and (ii) will result in the same outcome with regard to corporate, tax, accounting and other perspectives as the default mechanisms for such conversion and issuance as set forth in the Loan Note Instruments and the Exchange Agreement.

(xvi) The definition of "Credit Agreements" contained in Section 1.1 of this Agreement includes all agreements or Contracts under which the Company or any of its Subsidiaries have any outstanding long term debt or loans (except loans covered by the Loan Note Instruments). The definition of "Pledge and Security

Agreements" contained in Section 1.1 of this Agreement includes all agreements or Contracts under which any Assets of the Company or any of its Subsidiaries are subject to any security interest to secure the performance of any obligation, including the payment of any Indebtedness (except Permitted Liens). The definition of "Warrant Agreements" contained in Section 1.1 of this Agreement includes all agreements and documents providing for or evidencing the issuance of warrants to purchase capital stock of the Company or any of its Subsidiaries or governing the rights of holders of such warrants, whether or not such warrants are issued or outstanding. The definition of "Loan Note Instruments" contained in Section 1.1 of this Agreement includes all agreements and documents providing for or evidencing the issuance of loan notes that are convertible or exercisable by their terms to any capital stock of the Company or any of its Subsidiaries.

(xvii) Section 6.1(b)(xvii) of the Company Disclosure Letter sets forth, as of the date hereof the aggregate amount of long term debt or loans of the Company and its Subsidiaries (excluding the Loan Notes). The Existing Debt Payoff Amounts shall cover all of the outstanding long term debt or loans (excluding the Loan Notes) of the Company and its Subsidiaries and all other amounts outstanding and/or accrued thereunder, including any prepayment fees, expenses or penalties, and there will be no further obligations in respect of any lender or other party thereunder.

(xviii) Article IV of this Agreement complies with the Certificate of Incorporation, other than as set forth in this Agreement with regard to the definition of "Accrual Cut-Off Date".

(c) Corporate Authority and Approval.

(i) The Company, UK Sub and other Subsidiaries of the Company have all requisite corporate power and authority to execute and deliver this Agreement and such of the Ancillary Agreements as they are a party to, and to perform their obligations under this Agreement and such of the Ancillary Agreements as they are a party to, including to consummate the Transactions. The (A) affirmative vote or consent of the holders of a majority of the outstanding Company Capital Stock (on an as-converted to Company Common Stock basis) entitled to vote on the adoption of this Agreement on the record date chosen for purposes of determining the stockholders of the Company entitled to vote on the approval of this Agreement; (B) affirmative vote or consent of the holders of at least forty percent (40%) of the outstanding shares of Company Preferred Stock voting or acting together as a single class and on an as-converted to Company Common Stock basis; and (C) affirmative vote or consent of the holders of at least seventy-two percent (72%) of the Series G Preferred Stock on an as-converted to Company Common Stock basis including Deemed Issued Stock, as defined in the Stockholders' Agreement, are the only votes of the holders of any Company

Capital Stock necessary under the DGCL, the Certificate of Incorporation and/or the Stockholders' Agreement to adopt this Agreement (collectively, the "Required Stockholder Vote"). Without limitation to the provisions of Section 6.1(d), this Agreement, including, without limitation, the provisions of Article IV hereof, the Ancillary Agreements and the Transactions do not violate the provisions of the Certificate of Incorporation, the by-laws of the Company, all other organizational documents of the Company and its Subsidiaries, the Stockholders' Agreement and the Exchange Agreement, and the only stockholder action on the part of holders of Company Capital Stock that is required in connection therewith is the Required Stockholder Vote. The board of directors of the Company has unanimously (A) declared that the Merger and the other Transactions are advisable, fair to and in the best interests of the Company and its stockholders, (B) approved this Agreement and the Ancillary Agreements to which it is a party in accordance with the provisions of DGCL, (C) directed that this Agreement, the Ancillary Agreements to which it is a party, the Merger and the other Transactions be submitted to the stockholders of the Company for their adoption and approval by written consent and (D) resolved to recommend that the stockholders of the Company vote in favor of the adoption of this Agreement and approval of the Ancillary Agreements to which it is a party, the Merger and the other Transactions immediately following the execution of this Agreement. On the date hereof, the Company Voting Stockholders shall execute a written consent with respect to all shares of Company Capital Stock held by each such holder, adopting this Agreement and approving the Ancillary Agreements to which the Company is a party, the Merger and the other Transactions, and as a result, the Required Stockholder Vote will have been obtained and no other corporate proceedings will be necessary to authorize this Agreement or to consummate the Merger and the other Transactions (other than the filing and recordation of the Delaware Certificate of Merger and such other documents as required by the DGCL). As a result of the Company' s receipt of the Required Stockholder Vote, the Merger will have been approved by the Company' s stockholders in accordance with the DGCL and other applicable Law, Contracts and other documents on the date hereof, immediately following the execution of this Agreement. The board of directors of the Company has taken all action so that Parent, Merger Sub and their respective Affiliates will not be an "interested stockholder" or prohibited from entering into or consummating a "business combination" with the Company (in each case as such term is used in Section 203 of the DGCL) as a result of the execution of this Agreement or the consummation of the Transactions in the manner contemplated hereby. This Agreement, and such of the Ancillary Agreements as they are a party to, have been duly executed and delivered by the Company and its Subsidiaries and, assuming the valid execution and delivery by all counterparties hereto and thereto, each constitutes a valid and binding obligation of the Company and its Subsidiaries enforceable against the Company and its Subsidiaries in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium or other similar Laws

affecting or relating to creditors' rights generally and general principles of equity, regardless of whether asserted in a proceeding in equity or at law (the "Bankruptcy and Equity Exception").

(ii) Except for the automatic call and conversion options and transfer restrictions described in Section 7.5, none of the Company Capital Stock, the Ordinary B Shares or the Loan Notes are subject to any call rights, put rights, exchange or conversion rights or any restrictions or limitation on transfer or encumbrance under any Contract.

(iii) The Company will distribute to all Former Securityholders according to Section 7.11 an information statement in form reasonably acceptable to Parent (together with any amendments thereof or supplements thereto, the "Information Statement") relating to the action of the Company stockholders, by written consent in lieu of a meeting, to adopt this Agreement. The Information Statement will include the recommendation of the board of directors of the Company to the Company stockholders in favor of adoption of this Agreement and approval of the Ancillary Agreements, the Merger and the other Transactions.

(d) Governmental Filings; No Violations; Certain Contracts.

(i) Other than the filings and/or notices (A) pursuant to Section 2.4, (B) under the HSR Act and (C) with or to those foreign Governmental Entities regulating competition and antitrust Laws listed on Section 6.1(d)(i) of the Company Disclosure Letter, no notices, reports or other filings are required to be made by the Company or its Subsidiaries with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by the Company or its Subsidiaries from, any domestic, foreign or international governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity, including, for the avoidance of doubt, any tax authority (each, a "Governmental Entity"), and any domestic or foreign institutional review board, privacy board or ethics committee approving any clinical trial involving the Company Products (each, a "Review Board") or any other Person in connection with the execution, delivery and performance of this Agreement by the Company and UK Sub and the consummation of the Merger and the other Transactions, or in connection with the continuing operation of the business of the Company and its Subsidiaries following the Effective Time.

(ii) The execution, delivery and performance of this Agreement, and such of the Ancillary Agreements as it is a party to, by the Company or any of its Subsidiaries do not, and the consummation of the Transactions will not, constitute or result in (A) a breach or violation of, or a default under, the Certificate of Incorporation or by-laws of the Company or the comparable governing instruments of any of its Subsidiaries, (B) with or without notice or lapse of time

or both, a breach or violation of, a termination (or right of termination) or default under, the acceleration of or creation of any obligations or the creation of any Lien on the Company Products or any other Assets of the Company or any of its Subsidiaries (or, after giving effect to the Transactions, Parent or its Subsidiaries) pursuant to, any agreement, lease, license, contract, note, mortgage, indenture, loan, credit agreement, arrangement or other obligation, including all amendments, supplements or modifications thereto, and all plans and budgets approved by any governance or other committee established thereunder or otherwise contemplated thereby, whether written or oral (each, a "Contract"), in each case, that would be binding upon the Company or any of its Subsidiaries (including, for the avoidance of doubt, the Exchange Agreement and the Stockholders' Agreement), or any Laws or governmental or non-governmental permit or license applicable to the Company or any of its Subsidiaries or (C) any change in the rights or obligations of any party under any Contract binding upon the Company or any of its Subsidiaries, except such breaches, violations, terminations, defaults, accelerations, creations or changes that, individually or in the aggregate, has not had or would not reasonably be expected to have a Company Material Adverse Effect. Section 6.1(d)(ii) of the Company Disclosure Letter sets forth a correct and complete list of all Material Contracts (as defined in Section 6.1(j)(i)) pursuant to which consents or waivers are or may be required prior to consummation of the Transactions.

(iii) Neither of the Company nor any of its Subsidiaries is a party to or bound by any non-competition or other Contract that purports to limit in any material respect either the type of business in which the Company or its Subsidiaries (or, after giving effect to the Transactions, Parent or its Subsidiaries) may engage, including the development and commercialization of the Company Products, or the manner or locations in which any of them may so engage in any business with respect to the Company Products.

(e) Financial Statements. The Company has delivered to Parent (i) the audited consolidated balance sheets and statements of operations of the Company and its Subsidiaries as of and for the fiscal years ended March 31, 2008, 2009 and 2010 (the "Audited Consolidated Financial Statements"), and (ii)(A) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2010 (the "Company Balance Sheet") and (B) the unaudited consolidated statement of operations of the Company and its Subsidiaries for the nine-month period ended December 31, 2010 (collectively, the "Company Financial Statements"). The Company Financial Statements have been prepared in accordance with GAAP (except as disclosed in the notes thereto and except that the unaudited Company Financial Statements do not contain footnotes and are subject to normal year-end audit adjustments) applied on a consistent basis throughout the periods covered and are consistent with the books and records of the Company and its Subsidiaries. The Company Financial Statements fairly present, in all material respects and in accordance with GAAP, the consolidated financial condition of

the Company and its Subsidiaries as of the dates indicated therein and the consolidated results of operations and cash flows of the Company and its Subsidiaries for the periods indicated therein, subject to normal year-end audit adjustments and the absence of footnotes in the case of the unaudited Company Financial Statements. The UK Accounts have been prepared in accordance with applicable Law and in accordance with the accounting principles, standards and practices generally accepted in the United Kingdom, and the UK Accounts give a true and fair view of the assets, liabilities and state of affairs of UK Sub and of the profits and losses of UK Sub as of the date thereof and for the period covered thereby.

(f) Absence of Certain Changes. Since March 31, 2010, the Company and its Subsidiaries have conducted their respective businesses only in, and have not engaged in any material transaction other than in accordance with, the ordinary course of such businesses consistent with past practices, and there has not been:

(i) any change in the financial condition, properties, Assets (including IP Rights), Liabilities, business or results of operations of the Company and its Subsidiaries or any development or combination of developments which, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect;

(ii) any material damage, destruction or other loss with respect to any material Asset or property, including material IP Rights, owned, leased, licensed or otherwise used by the Company or any of its Subsidiaries, whether or not covered by insurance;

(iii) any merger or consolidation of the Company or any of its Subsidiaries with any Person or any split, combination or reclassification of the capital stock of the Company or any of its Subsidiaries or any issuance, purchase, redemption or other acquisition, directly or indirectly, by the Company or any of its Subsidiaries of the capital stock of the Company or such Subsidiary or any securities convertible into or exchangeable or exercisable therefor;

(iv) any declaration, setting aside or payment of any dividend or other distribution, payable in cash, stock, property or otherwise, in respect of the capital stock of the Company or any of its Subsidiaries, other than dividends from their respective wholly-owned Subsidiaries;

(v) any transfer, lease, license, guarantee, sale, mortgage, pledge, disposal or encumbrance of (A) any material IP Rights or (B) any other property, Assets or interest therein of the Company or any of its Subsidiaries in excess of $**[**]** individually or $**[**]** in the aggregate (including capital stock of any of the Company' s Subsidiaries), other than (1) in the ordinary course of business consistent with past practice or (2) the incurrence of Permitted Liens;

(vi) any incurrence by the Company or any of its Subsidiaries of any Indebtedness or the issuance of any debt securities or warrants or other rights to acquire debt securities of the Company or any of its Subsidiaries or the assumption, guarantee or endorsement as an accommodation or otherwise by the Company or any of its Subsidiaries of the obligations of any other Person, in the case of any of the foregoing involving $**[**]** individually or $**[**]** in the aggregate;

(vii) any acquisition by the Company or any of its Subsidiaries of any Assets or interest in any Assets (including any license of IP Rights) from any other Person (other than of any wholly-owned Subsidiary of the Company) outside the ordinary course of business consistent with past practice in excess of $**[**]** individually or $**[**]** in the aggregate;

(viii) any change by the Company or any of its Subsidiaries in its accounting practices, policies or procedures, except as required by GAAP or by Law or a Governmental Entity as concurred to by the Company' s independent auditors;

(ix) any revaluation of any of the material Assets of the Company and/or any of its Subsidiaries except as required by GAAP;

(x) any material increase in or material change (including any such changes reasonably expected to be adopted prior to the Effective Time) or establishment of any bonus, insurance, severance, retention, deferred compensation, pension, retirement, profit sharing, stock option, stock award, restricted stock, stock purchase or other employee benefit plan, or any other material increase or material change (including any such changes reasonably expected to be adopted prior to the Effective Time) in the compensation payable or to become payable to any officers or employees of the Company or any of its Subsidiaries or any material amendment of any of the Company Benefit Plans other than as indicated in Section 6.1(f)(x) of the Company Disclosure Letter;

(xi) any making of any material loan, advance or capital contribution to, or investment in, any Person other than (A) loans, advances or capital contributions to, or investments in Subsidiaries of the Company and (B) loans, advances or capital contributions to, or investments in, any Person (other than routine travel and similar advances made to employees in the ordinary course of business that are consistent in frequency and amount with past practice) in an amount not in excess of $**[**]** individually or $**[**]** in the aggregate;

(xii) any amendment to the certificate of incorporation or by-laws or equivalent organizational documents of the Company or any of its Subsidiaries; and

(xiii) any agreement or undertaking to do any of the foregoing.

(g) Litigation and Liabilities.

(i) There are no (A) civil, criminal or administrative actions, suits, claims, hearings or proceedings in progress or pending by or against the Company or any of its Subsidiaries or, to the Knowledge of the Company, threatened by or against the Company or any of its Subsidiaries or Assets (including IP Rights); or (B) investigations in progress, pending or, to the Knowledge of the Company, threatened that are against the Company or any of its Subsidiaries; or (C) Liabilities or obligations of any nature, whether or not accrued, contingent or otherwise and whether or not required to be disclosed, including those relating to environmental and occupational safety and health matters, or any other facts or circumstances of which the Company has Knowledge that would reasonably be expected to result in any such actions, suits, claims, hearings, investigations or proceedings. None of the Company or any of its Subsidiaries is subject to any outstanding order, writ, injunction, decree or arbitration ruling, award or other finding.

(ii) There are no Liabilities or obligations of any nature of the Company or any Subsidiary of the Company, whether or not accrued, contingent or otherwise and whether or not required to be disclosed, or any other facts or circumstances that would reasonably be expected to result in any obligations or Liabilities of the Company or any of its Subsidiaries, other than:

(A) Liabilities or obligations to the extent reflected on and adequately reserved against in the Company Financial Statements; or

(B) Liabilities or obligations incurred in the ordinary course of business consistent with past practice since December 31, 2010 in the aggregate amount not exceeding $**[**]**.

(h) Employee Benefits.

(i) Section 6.1(h)(i) of the Company Disclosure Letter sets forth a list that is accurate and complete in all material respects of each plan, program, policy, practice, contract, agreement or other arrangement providing for employment, compensation, retirement, pension, deferred compensation, loans, severance, separation, relocation, repatriation, expatriation, visas, work permits, termination pay, redundancy pay, performance awards, bonus, incentive, stock option, stock purchase, stock bonus, restricted stock, phantom stock, stock appreciation right, supplemental retirement, profit sharing, fringe benefits, cafeteria benefits, medical benefits, life insurance, pay and benefits relating to maternity, paternity or adoption leave, disability benefits, accident benefits, salary continuation, accrued leave, vacation, sabbatical, sick pay, sick leave,

unemployment benefits or other material benefits, whether written or unwritten, including each "voluntary employees' beneficiary association", under Section 501(c)(9) of the Code ("VEBA") and each "employee benefit plan" within the meaning of Section 3(3) the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), in each case, for active, retired or former employees, directors or consultants, which is sponsored, maintained, contributed to, or required to be contributed to or with respect to which any potential Liability is borne by the Company or any trade or business (whether or not incorporated) that is or at any relevant time was treated as a single employer with the Company (within the meaning of Section 414 of the Code) (collectively, whether or not material and including the Stock Plans, the "Company Benefit Plans").

(ii) The Company has separately identified in Section 6.1(h)(i) of the Company Disclosure Letter all Company Benefit Plans that (A) provide benefits to non-resident aliens with no United States source income outside of the United States or (B) are currently in effect and that have been adopted or maintained by the Company or its Subsidiaries, whether formally or informally, for the benefit of employees outside the United States (in each case, such Company Benefit Plan a "Company International Benefit Plan"). The Company has separately identified in Section 6.1(h)(i) of the Company Disclosure Letter true and complete copies of all Company Benefit Plans which contain change in control provisions. For purposes of this Section 6.1(h), "ERISA Affiliate" means all employers (whether or not incorporated) that would be treated together with the Company or any of its Subsidiaries as a single employer within the meaning of Section 414 of the Code. Neither the Company nor, to the Knowledge of the Company, any other Person or entity, has made any commitment to modify, change or terminate any Company Benefit Plan, other than with respect to a modification, change or termination required by ERISA, the Code or applicable Laws, or as necessary to implement the terms of this Agreement, and there has been no amendment to, or written interpretation or announcement by the Company or any Subsidiary regarding any Company Benefit Plan that would increase the expense of maintaining such Company Benefit Plan above the level of expense incurred with respect to that plan for the fiscal year ended March 31, 2010.

(iii) With respect to each Company Benefit Plan, the Company has made available to Parent copies that are true, correct and complete in all material respects of (A) each Company Benefit Plan (or, if not written, a written summary of its material terms), including all current plan documents, trust agreements, group annuity contracts, insurance policies or contracts, forms of participant agreements, third party administrator or administrative service agreements, summary plan descriptions or other funding vehicles and all amendments thereto and any related notices, registration statements and prospectuses, and, to the extent still in the Company' s possession, any material and still relevant employee communications relating thereto, (B) all current summaries and the most recent

summary plan descriptions, together with any summary of modifications, (C) the three most recent annual reports (Form 5500 or 990 series and all schedules attached thereto) filed with the Internal Revenue Service ("IRS") with respect to such Company Benefit Plan, (D) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and related trust intended to be qualified under Section 401(a) of the Code and any pending request for such a determination letter, (E) if applicable, the most recent nondiscrimination tests performed under the Code (including 401(k) and 401(m) tests) for each Company Benefit Plan, (F) the Company' s standard forms and related notices under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the regulations (including proposed regulations) thereunder ("COBRA") and (G) all filings made by the Company or any ERISA Affiliate of the Company with any Governmental Entity, including any filings under the IRS' Employee Plans Compliance Resolution System Program or any of its predecessors or the Department of Labor Delinquent Filer Program.

(iv) With respect to the Company Benefit Plans, no event has occurred and, to the Knowledge of the Company, there exists no condition or set of circumstances, that the Company would reasonably expect to subject it to any material Liability (other than for Liabilities with respect to routine benefit claims) under the terms of, or with respect to, such Company Benefit Plans, ERISA, the Code or any other applicable Laws. (A) The Company and each ERISA Affiliate have performed all material obligations required to be performed by them under each Company Benefit Plan and neither the Company nor any ERISA Affiliate is in material default under or in violation of any Company Benefit Plan, (B) each Company Benefit Plan (including any related trust) has been established and maintained in all material respects in accordance with its terms and in compliance in all material respects with all applicable Laws, including, without limitation, ERISA and the Code, (C) each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has obtained a favorable determination letter (or opinion letter, if applicable) as to its qualified status under the Code, including all currently effective amendments to the Code, and the corresponding related exemption of its trust from U.S. federal income taxation under Section 501(a) of the Code is so exempt, each VEBA has been determined by the IRS to be exempt from U.S. federal income taxation under Section 501(c)(9) of the Code, and to the Knowledge of the Company, nothing has occurred that would be reasonably expected to result in the loss of such qualification or exemption, except for such events than can be remedied without material Liability to the Company, (D) neither the Company, any Company Benefit Plan nor to the Knowledge of the Company any trustee, administrator or other third-party fiduciary and/or party-in-interest thereof, has engaged in any breach of fiduciary responsibility or any "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) to which Section 406 of ERISA or Section 4975 of the Code applies and which could subject the Company, any

ERISA Affiliate or any Company Benefit Plan or trustee, administrator or other third-party fiduciary and/or party-in-interest thereof to the tax or penalty on prohibited transactions imposed by Section 4975 of the Code, (E) each Company Benefit Plan can be amended, terminated or otherwise discontinued after the Closing Date in accordance with its terms, without any material Liability except for benefits accrued through the date of such amendment, termination or discontinuance, (F) no suit, administrative proceeding, action or other litigation has been brought, or to the Knowledge of the Company is threatened, against or with respect to any such Company Benefit Plan, any fiduciaries thereof with respect to their duties to the Company Benefit Plans or the Assets of any of the trusts under any of the Company Benefit Plans, including any audit or inquiry by the IRS, the United States Department of Labor, the United States Pension Benefit Guaranty Corporation, or the United States Department of Health and Human Services that would reasonably be expected to result in any material Liability, (G) none of the Assets of the Company or any ERISA Affiliate is, or may reasonably be expected to become, the subject of any Lien arising under Section 302 of ERISA or Section 412(n) of the Code, (H) all Tax, annual reporting and other governmental filings required by ERISA and the Code have been timely filed with the appropriate Governmental Entity and all material notices and disclosures required under applicable Law have been timely provided to participants, (I) all contributions and payments to such Company Benefit Plan with regard to US-based employees are deductible under Code Sections 162 or 404 and (J) no Assets of any Company Benefit Plan are subject to a material amount of Tax as unrelated business taxable income under Section 511 of the Code.

(v) Neither the Company nor any of its ERISA Affiliates sponsors, maintains, contributes to or has an obligation to contribute to, or has, for the past six (6) years, sponsored, maintained, contributed to or had an obligation to contribute to, any (A) "employee pension benefit plan" (as defined in Section 3(2) of ERISA) that is subject to Title IV of ERISA or Section 412 of the Code or (B) "multiemployer plan" as defined in Section 3(37) of ERISA.

(vi) Neither the Company nor any ERISA Affiliate is subject to any material Liability or penalty under Sections 4976 through 4980 of the Code or Title I of ERISA with respect to any Company Benefit Plan. All required contributions in respect of any Company Benefit Plan have in all material respects been timely made or properly accrued on the financial statements included in or incorporated by reference into the Company Financial Statements delivered to Parent. No "reportable event" within the meaning of Section 4043 of ERISA (excluding any such event for which the 30 day notice requirement has been waived under the regulations to Section 4043 of ERISA) has occurred with respect to any Company Benefit Plan, nor has any event described in Section

4062, 4063 or 4041 of ERISA occurred with respect to any Company Benefit Plan.

(vii) No amount that could be received (whether in cash or property or the vesting of property), as a result of the consummation of the Merger or other Transactions, by any employee, officer or director of the Company or any of its Subsidiaries who is a "disqualified individual" (as such term is defined in Treasury Regulations Section 1.280G-1) under any Company Benefit Plan or otherwise could be characterized as an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code).

(viii) Except as required by applicable Law, no Company Benefit Plan provides any of the following retiree or post-employment benefits to any person: medical, disability or life insurance benefits and/or other welfare benefits and neither the Company nor any of its Subsidiaries has any obligation to provide such benefits, and there are no reserve Assets, surplus or prepaid premiums under any Company Benefit Plan. The Company and each ERISA Affiliate are in substantial compliance with (A) the requirements of the applicable health care continuation and notice provisions of COBRA and any similar state Law governing health care coverage extension or continuation, (B) the applicable requirements of the Family and Medical Leave Act of 1993 and the regulations thereunder, (C) the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder ("HIPAA") and (D) the applicable requirements of the Cancer Rights Act of 1998. Neither the Company nor any Subsidiary have any material unsatisfied obligations to any Company employees, former employees or their qualified beneficiaries pursuant to COBRA, HIPAA or any other applicable Law governing health care coverage extension or continuation.

(ix) There are no loans by the Company or any of its Subsidiaries outstanding on the date hereof, nor have there ever been any loans (including any loans by the Company or its Subsidiaries subject to Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing margin requirements), to any of their officers, employees, contractors or directors, (other than loans under any Company Benefit Plan intended to qualify under Section 401(k) of the Code and routine travel advances made in the ordinary course of business). Except as disclosed in Section 6.1(h)(ix) of the Company Disclosure Letter, all employees of the Company and its Subsidiaries who are employed in the United States are "at-will" and will not be owed any severance or other payments or benefits upon termination or upon a change in control of the Company.

(x) With respect to each Company Benefit Plan that is an "employee welfare benefit plan" within the meaning of Section 3(2) of ERISA, other than

any health care reimbursement plan under Section 125 of the Code, all material claims incurred (including claims incurred but not reported) by employees, former employees and their dependents thereunder for which the Company is, or will become, liable are (A) insured pursuant to a contract of insurance whereby the insurance company bears any risk of loss with respect to such claims, (B) covered under a contract with a health maintenance organization (an "HMO") pursuant to which the HMO bears the Liability for such claims or (C) reflected as a Liability or accrued for on the Company Balance Sheet. Neither the Company nor any ERISA Affiliate has ever maintained, established, sponsored, participated in or contributed to any self-insured welfare benefit plan that is governed by ERISA and that provides benefits to employees (including any such plan pursuant to which a stop-loss policy or contract applies).

(xi) With respect to each plan of the Company or any of the Subsidiaries that is a "nonqualified deferred compensation plan" (as defined for purposes of Section 409A(d)(1) of the Code), (A) such plan has been operated, in relation to employees who are subject to Section 409A of the Code, since January 1, 2005 in good faith compliance with Section 409A of the Code and all applicable IRS guidance promulgated thereunder to the extent such plan is subject to Section 409A of the Code and so as to avoid any Tax, interest or penalty thereunder; and (B) the document or documents that evidence each such plan have complied with the provisions of Section 409A of the Code and the final regulations under Section 409A of the Code in all material respects since January 1, 2009. Neither the Company nor any of its Subsidiaries has any obligation to provide any "gross-up" payment to or otherwise indemnify any Person for any Tax that may be due pursuant to Section 409A of the Code.

(xii) All Company International Benefit Plans comply in all material respects with applicable local Laws. Neither the Company nor any of its Subsidiaries have any unfunded Liabilities with respect to any such Company International Benefit Plans. As of the date hereof, there is no pending or, to the Knowledge of the Company, threatened litigation relating to any Company International Benefit Plan.

(xiii) In relation to each Company International Benefit Plan applicable to employees in the United Kingdom (a "Company UK Benefit Plan"), neither the Company nor any of its Subsidiaries (A) has ceased to participate in any occupational pension scheme or otherwise become liable to pay any debt, or has entered into an arrangement which might be construed as a compromise or a reduction of a statutory debt, in each case under section 75 or 75A of the Pensions Act 1995 (or its predecessor, section 144 of the U.K. Pension Schemes Act 1993), (B) has been issued with a restoration order, a contribution notice or financial support direction under Pensions Act 2004 in relation to any pension arrangement. With respect to each Company UK Benefit Plan, (1) no acts, omissions or other

events have to the Knowledge of the Company been reported to the UK Pensions Regulator under sections 69 or 70 of the Pensions Act 2004, (2) any Company UK Benefit Plan which is a money purchase scheme and apart from any insured death in service benefits provides money purchase benefits only as defined in section 181 of the Pension Schemes Act 1993 and (3) any Company UK Benefit Plan that is a "pension scheme" for the purposes of Chapter 2 of Part 4 of the Finance Act 2004 is properly registered thereunder, and to the Knowledge of the Company there is no reason why HM Revenue and Customs might de-register any such Company UK Benefit Plan.

(xiv) In relation to the Enterprise Management Incentive options for UK qualifying employees granted under the 2003 Enterprise Management Incentive Scheme and 2005 Stock Incentive Plan (the "EMI Plans") (A) the participants in the EMI Plans were qualifying employees in accordance with paragraph 24, Schedule 5 of the ITEPA, at the time they were granted an option under the EMI Plans, (B) the EMI Plans have met the provisions of Schedule 5 ITEPA at all times since they were established, (C) in relation to the EMI Plans there have been no disqualifying events as defined in section 533 ITEPA, (D) there are no amounts owing by the Company or any of its Subsidiaries in respect of income tax or UK employer or employee national insurance contributions payable in connection with the operation of the EMI Plans and (E) the Company and any of its Subsidiaries have complied with their obligations under Section 421K ITEPA.

(xv) Neither the execution and delivery of this Agreement or any Ancillary Agreement, nor the consummation of the Transactions will (either alone or in conjunction with any other event, such as termination of employment), (A) result in any payment (including, without limitation, severance or unemployment compensation) becoming due to any employee of the Company or any of its Subsidiaries or Affiliates from the Company or any of its Subsidiaries or Affiliates under any Company Benefit Plan or otherwise, (B) increase any benefits otherwise payable under any Company Benefit Plan, (C) result in any acceleration of the time of payment or vesting of any benefits under any Company Benefit Plan, (D) result in the forgiveness of any Indebtedness, (E) result in any obligation to fund future benefits under any Company Benefit Plan or (F) result in the imposition of any restrictions with respect to the amendment or termination of any of the Company Benefit Plans. No individual who is a party to an employment agreement listed in Section 6.1(h)(xv) of the Company Disclosure Letter or any agreement incorporating change in control provisions with the Company or any of its Subsidiaries has terminated employment or been terminated, nor has any event occurred that could give rise to a termination event, in either case under circumstances that have given, or could give, rise to a severance obligation on the part of the Company or any of its Subsidiaries under such agreement.

(i) Compliance with Laws; Permits.

(i) The businesses of each of the Company and its Subsidiaries have not been, and are not being, conducted in violation of any U.S. federal, state, local or foreign law, statute, ordinance, rule, regulation, judgment, order, injunction, decree, arbitration award, agency requirement, license or permit of any Governmental Entity or any Review Board (collectively, "Laws") in any material respect. No investigation or review by any Governmental Entity or Review Board with respect to the Company or any of its Subsidiaries is pending or, to the Knowledge of the Company, threatened. To the Knowledge of the Company, no change is required in the Company' s or any of its Subsidiaries' processes, properties, internal controls, compliance functions or other procedures in order to bring them into material compliance with any Laws. The Company has not received any written notice or communication from any Person (including any Governmental Entity or any Review Board) of any material noncompliance with any Laws that has not been cured in all material respects as of the date hereof. Each of the Company and its Subsidiaries has all material licenses, permits, franchises, variances, exemptions, orders and other governmental authorizations, consents, approvals and clearances of, and has submitted required notices to, all Governmental Entities, including all authorizations under the FDCA, the Public Health Service Act of 1944, as amended (the "PHSA"), the regulations of the FDA promulgated thereunder, the European Directives 2001/20/EC of April 4, 2001 and 2003/94/EC of October 8, 2003, and the implementing Laws of the individual member states, and any other Governmental Entity or Review Board with jurisdiction as to the quality, identity, strength, purity, safety, efficacy or manufacturing of the Company Products tested or clinically researched by the Company or its Subsidiaries, and those necessary for the Company or any such Subsidiary to own, lease and operate its properties or other Assets and to carry on its respective business (the "Company Permits"), and all such Company Permits are valid, and in full force and effect. The Company and each of its Subsidiaries are in material compliance with all statutes, rules and regulations (including those pertaining to Good Manufacturing Practice, Good Laboratory Practice and Good Clinical Practice) of the FDA, the United States Department of Agriculture and all other applicable federal, state, local and foreign Laws with respect to manufacturing, importing, advertising, promotion, distribution, transportation, supply, pre-clinical and clinical research and development of all of the Company Products. The Company has no reason to believe that any of the Company Permits have been or are being revoked or challenged.

(ii) None of the Company or any of its Subsidiaries or, to the Knowledge of the Company, any director, officer, employee, agent or other Representative of the Company or any of its Subsidiaries, has taken any action, directly or indirectly, that could result in a violation by such persons of the Foreign Corrupt Practices Act 1977, as amended, or the rules and regulations

thereunder (the "FCPA") (including, without limitation, making use of the mail or any means or instrument of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA), the OECD Convention on Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention") or any similar Laws, to which the Company or any Subsidiary or any director, officer, agent, employee of the Company or any Subsidiary is subject (including, without limitation, the UK Bribery Act 2010 (the "Bribery Act")); and the Company and each Subsidiary have conducted their businesses in compliance with the FCPA, the OECD Convention, the Bribery Act and any applicable similar Laws and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(j) Contracts.

(i) Section 6.1(j) of the Company Disclosure Letter lists each of the following Contracts to which the Company or any of its Subsidiaries is a party or is otherwise bound (such Contracts being the "Material Contracts"):

(A) each Contract or series of related Contracts that (1) involved or involves payment by the Company or any of its Subsidiaries of consideration of more than $**[**]** in the aggregate over the term of such Contract and cannot be cancelled by the Company or such Subsidiary without penalty or further payment without more than ninety (90) days' notice (other than payments for services rendered to date), (2) provides for any payment to the other party of any new, additional or increased amounts as a result of or in connection with the Transactions, (3) gives the other party or parties thereto any rights to cancel, terminate, amend, not renew or change the scope of such Contract as a result of the Transactions or requires a modification to, or gives the other party or parties the right to modify, the material terms of such Contract or consent to the Transactions or any matter set forth in this Agreement, or (4) has material continuing obligations or interests involving the payment of milestones, royalties or other amounts payable upon the achievement of specified events or results or calculated based upon the revenues or income of the Company or any of its Subsidiaries or any product or product candidates of the Company or its Subsidiaries or any income or revenues connected therewith;

(B) each Contract or series of related Contracts pursuant to which the Company, any of its Subsidiaries or any other party thereto has continuing obligations, rights or interests relating to the research, development,

clinical trial, distribution, supply, service, material transfer, manufacture, marketing or co-promotion of, or collaboration with respect to, any Company Product;

(C) each Contract requiring payments to the Company or any of its Subsidiaries in excess of $**[**]** per year;

(D) each Contract pursuant to which the Company or any of its Subsidiaries provides contract manufacturing, fill/finish, supply, testing or similar services to any other Person;

(E) each Contract or series of related Contracts evidencing Indebtedness in excess of $**[**]**;

(F) each Contract with any Governmental Entity (including any subcontract with a prime contractor or other subcontractor who is a party to any such Contract) (each, a "Government Contract");

(G) each non-competition or other Contract that limits or purports to limit in any material respect either the type of business in which the Company or any of its Subsidiaries (or, after giving effect to the Transactions, Parent or its Subsidiaries) may engage, including, without limitation, the development and commercialization of the Company Products, or the manner or locations in which any of them may so engage in any business;

(H) each Contract (other than employment agreements set forth in Section 6.1(h)(i) of the Company Disclosure Letter) requiring payments by or to the Company or any of its Subsidiaries in excess of $**[**]** individually between or among the Company or any of its Subsidiaries and any director, officer, stockholder holding five percent or more of any class of outstanding equity securities or noteholder of the Company or any of its Subsidiaries or, to the Knowledge of the Company, any Affiliate of such Person;

(I) each Material IP Contract;

(J) each Real Property Lease and each Personal Property Lease;

(K) each material CRO Contract or other Contract for similar clinical trial-related services with any Person; and

(L) all other Contracts, whether or not entered into in the ordinary course of business, that are material to the Company and its Subsidiaries, taken as a whole, or to the conduct of their respective businesses, taken as a whole, or the absence of which would reasonably be expected to prevent or

materially delay consummation of the Transactions or otherwise prevent or materially delay the Company or its Subsidiaries from performing their respective obligations under this Agreement.

(ii) (A) All Material Contracts are valid and binding on the Company and/or the relevant Subsidiary of the Company that is a party thereto and, to the Knowledge of the Company, each other party thereto, subject in each case to the Bankruptcy and Equity Exception, (B) all Material Contracts are in full force and effect, (C) the Company and each of its Subsidiaries has performed in all material respects all obligations required to be performed by them under the Material Contracts to which they are parties, including that neither the Company nor any of its Subsidiaries has received written notice from the other party thereto under the agreement set forth in Section 6.1(j)(ii) of the Company Disclosure Letter specifying a breach or default of any kind by UK Sub of such agreement or indicating an intention to terminate such agreement, (D) to the Knowledge of the Company, each other party to a Material Contract has performed in all material respects all obligations required to be performed by it under such Material Contract and (E) no party to any Material Contract has given the Company or any of its Subsidiaries notice of its intention to cancel, terminate, change the scope of rights under, otherwise amend or fail to renew any Material Contract and none of the Company or any of its Subsidiaries and, to the Knowledge of the Company, no other party to any Material Contract has repudiated in writing any material provision thereof. None of the Company or any of its Subsidiaries knows of, or has received notice of, any material violation or material default under (or any condition which with the passage of time or the giving of notice would cause such a violation of or default under or permit termination, modification or acceleration under) any Material Contract or any other Contract to which it is a party or by which it or any of its properties or Assets is bound.

(iii) None of the Company or any of its Subsidiaries or Assets (including IP Rights) is party or otherwise subject to or covered by any Government Contract.

(iv) A true and complete copy of each Material Contract, together with all amendments and supplements thereto, has been delivered to Parent.

(k) Properties.

(i) Each of the Company and its Subsidiaries has (A) good and valid title to all of the material properties and Assets reflected as owned on the Company Balance Sheet, except for properties or Assets that have been sold or disposed of in the ordinary course of business consistent with past practice since the date of such Company Balance Sheet, free and clear of any Liens, except for Permitted Liens, and (B) a valid leasehold interest or other comparable Contract

of use in all material properties and Assets reflected as leased on the Company Balance Sheet, except for such leases terminated in the ordinary course of business consistent with past practice since the date of such Company Balance Sheet, free and clear of any Liens, except for Permitted Liens. The Assets of the Company and its Subsidiaries and any Assets leased or licensed by the Company and its Subsidiaries constitute as of the date of this Agreement, and will constitute as of the Closing (except sales and dispositions of Assets in the ordinary course of business consistent with past practice), all of the material Assets, rights and properties, tangible and intangible, real or personal, which are necessary for the operation of the business of the Company and its Subsidiaries, as presently operated.

(ii) None of the Company or any of its Subsidiaries owns any real property and none of them is a sublessor or sublessee of any real property. The only Real Property Leases to which the Company or any of its Subsidiaries is a party are the US Lease and the UK Leases.

(iii) (A) All Personal Property Leases and Real Property Leases are valid and binding on the Company or any of its Subsidiaries party thereto and, to the Knowledge of the Company, each other party thereto, subject to the Bankruptcy and Equity Exception, (B) all Personal Property Leases and Real Property Leases are in full force and effect, (C) each of the Company and its Subsidiaries has performed in all material respects all obligations required to be performed by it under the Personal Property Leases and Real Property Leases and (D) to the Knowledge of the Company, each other party to a Real Property Lease or Personal Property Lease has performed in all material respects all obligations required to be performed by it under such Real Property Lease or Personal Property Lease.

(iv) No lessor under any Real Property Lease has given any notice to the Company or any of its Subsidiaries for the purpose of terminating or threatening to terminate any right of first refusal (or right of first offer) to lease or purchase any lease expansion right or any similar right now existing under the Real Property Leases. There are no sublessors under any of the Real Property Leases.

(v) To the Knowledge of the Company, the real property subject to the Real Property Leases are structurally sound, with no material defects, and all building systems contained therein are in good operating condition and repair, subject to ordinary wear and tear.

(vi) All equipment used in the research, development, manufacture, storage, import, distribution and transport of Company Products is in good operating condition and repair, subject to ordinary wear and tear.

(l) Takeover Statutes. No "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation (each, a "Takeover Statute") or any anti-takeover provision in the Company' s Certificate of Incorporation or by-laws is, or at the Effective Time will be, applicable to the Company, UK Sub, the Company Capital Stock, the Merger or the other Transactions.

(m) Environmental Matters. Except as disclosed in Section 6.1(m) of the Company Disclosure Letter: (i) the Company and its Subsidiaries have materially complied at all times with all applicable Environmental Laws; (ii) no property currently or, to the Knowledge of the Company, formerly owned, operated or used by the Company or any of its Subsidiaries (including soils, groundwater, surface water, buildings or structures thereon) is contaminated with any Hazardous Substance in a manner or under circumstances that could reasonably be expected to result in any material Liability relating to any Environmental Law; (iii) to the Knowledge of the Company, neither the Company nor any of its Subsidiaries is subject to any Liability for any Hazardous Substance disposal or contamination on any third party property; (iv) neither the Company nor any of its Subsidiaries has received any notice, demand, letter, claim or request for information alleging that the Company or any of its Subsidiaries may be in violation of, or subject to material Liability under, any Environmental Law; (v) neither the Company nor any of its Subsidiaries is subject to any order, decree, injunction or agreement with or from any Governmental Entity or any indemnity or other agreement with any third party concerning any obligations or Liability relating to any Environmental Law; (vi) there are no other circumstances or conditions involving the Company or any of its Subsidiaries that could reasonably be expected to result in any Liability, investigation, or material non-statutory restriction on the ownership, use, or transfer of any property relating to any Environmental Law; and (vii) the Company has disclosed and made available to Parent true and complete copies of all material environmental reports, studies, assessments, sampling data and any other material environmental information in its possession relating to the Company or its Subsidiaries or their respective current and former properties or operations. The representations and warranties in this Section 6.1(m), Section 6.1(g), and those pertaining to Company Permits in Section 6.1(g)(ii) are the only representations and warranties of the Company as to environmental matters.

(n) Taxes.

(i) The Company and each of its Subsidiaries (A) have prepared in good faith and duly and timely filed (taking into account any extension of time within which to file) with the appropriate Tax authorities all Tax Returns required to be filed by any of them and all such filed Tax Returns are complete and accurate in all material respects; (B) have paid all Taxes that are due and owing on or before the date hereof (whether or not shown as due on any Tax Returns); and (C) have prepared, kept and preserved in all material respects records and other documentation in relation to Tax as required by Law.

(ii) All Taxes that the Company and each of its Subsidiaries have been required to collect or withhold have been duly collected or withheld and, to the extent required by applicable Law when due, have been duly and timely paid to the proper Tax authority.

(iii) No deficiencies for Taxes with respect to the Company or any of its Subsidiaries have been assessed, or to the Knowledge of the Company, claimed or proposed, by a Tax authority that have not been resolved or paid in full. With respect to each of the Company and its Subsidiaries, no claim has ever been made in writing by a Tax authority in a jurisdiction where it does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(iv) UK Sub has not failed to submit, within appropriate time limits, any claims, elections, disclaimers or withdrawals of claims which have been assumed to have been made for the purposes of its accounts.

(v) There are not pending or, to the Knowledge of the Company, threatened any audits, examinations, investigations or other proceedings in respect of Taxes or Tax matters with respect to the Company or any of its Subsidiaries, and there is no dispute or disagreement outstanding or, to the Knowledge of the Company, contemplated with any Tax authority. No extension of time with respect to any date on which a Tax Return was required to be filed by the Company or any of its Subsidiaries is in force, and no waiver or agreement by or with respect to the Company or any of its Subsidiaries is in force for the extension of time for the payment, collection or assessment of any Taxes, and no pending request has been made by the Company or any of its Subsidiaries for any such extension or waiver.

(vi) The Company has made available to Parent true and correct copies of the United States federal, state and local income, and franchise Tax Returns, and all non-United States income Tax Returns filed by the Company and its Subsidiaries for each of the fiscal years ended March 31, 2010, 2009, 2008, 2007 and 2006 and true and correct copies of all examination reports and statements of deficiencies assessed against or agreed to by the Company or any of its Subsidiaries or any of its or their respective predecessors since December 31, 2005 with respect to Taxes of any type.

(vii) The Company has established on the Company Balance Sheet, in accordance with GAAP, consistently applied in accordance with the Company' s historical practices insofar as such practices are consistent with GAAP, reserves that are adequate for the payment of any Taxes owed by the Company and its Subsidiaries through the date thereof.

(viii) There are no Liens for Taxes upon the Assets of the Company or any of its Subsidiaries (other than Liens for Taxes not yet due or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP).

(ix) Neither the Company nor any of its Subsidiaries is responsible for Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee, by contract or otherwise.

(x) No closing agreements, private letter rulings, clearances or rulings have been entered into or issued by any Tax authority with respect to the Company or any of its Subsidiaries. There are no outstanding requests for rulings or clearances from any Tax authority addressed to the Company or any of its Subsidiaries that if issued would be binding on the Company or any of its Subsidiaries.

(xi) Neither the Company nor any of its Subsidiaries is a party to, or otherwise bound by or has any obligation under any Tax sharing, Tax allocation or Tax indemnity agreement or similar contract or arrangement, whether oral or written. Neither the Company nor any of its Subsidiaries has been part of a consolidated group for Tax purposes with any Person other than a group of which Company is a parent. No Tax authority has operated or agreed to operate any special arrangement (being an arrangement which is not based on relevant legislation or on published practice or concession) in relation to the affairs of the Company or any of its Subsidiaries.

(xii) Neither the Company nor any of its Subsidiaries has been a party to any distribution occurring during the two years preceding the date of this Agreement in which the parties to such distribution treated the distribution as one to which Section 355 of the Code (or any similar provision of state, local or foreign Law) is applicable.

(xiii) No action has been taken by the Company or any of the Subsidiaries in respect of which any consent or clearance from a Tax authority was required would ordinarily be obtained, save in circumstances where such consent or clearance was validly obtained and where any conditions attaching thereto were and will at Closing continue to be satisfied.

(xiv) All documents which are required to be stamped under the applicable Law relating to stamp duty which are in the possession of the Company or any of its Subsidiaries have been duly stamped.

(xv) No person has acquired by reason of an employment of that person or any other person an interest in any securities in the Company or in any of its

Subsidiaries: (i) which are restricted within the meaning of Chapter 2 Part 7 of ITEPA; (ii) which are convertible within the meaning of Chapter 3 Part 7 of ITEPA; (iii) the market value of which has been reduced by things done otherwise than for genuine commercial purposes within the meaning of Chapter 3A Part 7 of ITEPA; (iv) the market value of which has been increased by things done otherwise than for genuine commercial purposes within the meaning of Chapter 3B Part 7 of ITEPA; (v) to which Chapter 3C Part 7 of ITEPA (Securities Acquired For Less Than Market Value) could apply; (vi) to which Chapter 4 Part 7 of ITEPA (Post-Acquisition Benefits From Securities) could apply; and (vii) to which Chapter 9 Part 7 of ITEPA (Enterprise Management Incentives) could apply. No person is party by reason of an employment of that person or any other person with the Company or any of its Subsidiaries to any arrangements to which the draft Part 7A of ITEPA (Employment Income Through Third Parties) published by HM Revenue & Customs on 9 December 2010 could apply.

(xvi) The Company and any of its Subsidiaries required to be registered for the purposes of VAT or any other applicable sales, purchase or turnover tax in any relevant jurisdiction is so registered and has been so registered at all times when it has been required to be so registered. Neither the Company nor any of its Subsidiaries has been required by any relevant Tax authority to give security in respect of any such Tax.

(xvii) Within the last six years, neither the Company nor any of its Subsidiaries has been treated as a member of a group (whether under section 43 UK Value Added Tax Act 1994 or otherwise) for the purposes of VAT or any other applicable sales, purchase or turnover Tax in any relevant jurisdiction and no application is pending as at the date of this Agreement for the Company or any Subsidiary so to be treated.

(xviii) The Company and each Subsidiary is not and never has been liable to Tax in any jurisdiction other than its jurisdiction of incorporation, nor does the Company or any Subsidiary have nor has it ever had a branch, agency or "permanent establishment" in a jurisdiction other than its jurisdiction of incorporation.

(xix) Neither the Company nor any of its Subsidiaries has agreed, or is required, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise. There is no application pending with any Tax authority requesting permission for any change in any accounting method of the Company or any of its Subsidiaries.

(xx) The Company and each Subsidiary is in possession or has access to all material information to enable it and/or its officers, employees or

representatives to capture its liability to Tax insofar as it depends on any transaction occurring on or before Closing.

(xxi) The Company Disclosure Letter contains full details of any research and development credits for Tax Purposes that are available to UK Sub.

(xxii) None of the Company nor any of its Subsidiaries has made any election pursuant to U.S. Treasury Regulations Section 301.7701-3 to change its classification for U.S. federal tax purposes.

(xxiii) None of the Subsidiaries of the Company is a "passive foreign investment company" within the meaning of Section 1297 of the Code.

(xxiv) Neither the Company nor any of its Subsidiaries has any interest in a "controlled foreign company", other than a controlled foreign company that is a subsidiary.

(xxv) Neither the Company nor any of its Subsidiaries has entered into or participated in any transaction identified as a "reportable transaction" for purposes of Treasury Regulations Sections 1.6011-4.

(xxvi) Neither the Company nor any of its Subsidiaries has become subject to an obligation to provide prescribed information to HM Revenue & Customs in respect of any scheme or arrangement which would constitute (x) a "notifiable arrangement" or a "notifiable proposal" for the purposes of Part 7 of the United Kingdom Finance Act 2004, (y) a "notifiable contribution arrangement" or a "notifiable contribution proposal" for the purposes of the United Kingdom National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2007 or (z) a "designated scheme" or a "notifiable scheme" for the purposes of Schedule 11A of the VATA and the United Kingdom VAT (Disclosure of Avoidance Schemes) (Designations) Order 2004 (SI 2004/1933).

(xxvii) Neither the Company nor any of its Subsidiaries is (or has been at any time during the five-year period ending at the Effective Time) a "United States real property holding corporation" as defined in Section 897(c)(2) of the Code and the applicable Treasury Regulations.

(o) Labor Matters.

(i) Section 6.1(o) of the Company Disclosure Letter sets forth (x) the name of each person who is a director of UK Sub and (y) anonymized details of all employees of the Company, including: (A) the company which employs or engages them, (B) their current remuneration and (C) the length of notice necessary to terminate each employee.

(ii) The Company has delivered to Parent true, correct and complete copies of all (x) contracts for Key Employees, the Company' s standard contract(s) for all other employees (and anonymized copies of any contracts that differ materially from the standard contract(s)), anonymized copies of all agreements with consultants, handbooks, policies and other documents which apply to any employees or consultants of the Company and any of its Subsidiaries and (y) agreements or arrangements with any trade union, employee representative or body of employees or their representatives (whether binding or not) and details of any such unwritten agreements or arrangements which may affect any employees or consultants of the Company and any of its Subsidiaries.

(iii) Neither the Company nor any Subsidiary of the Company is a party to or bound by any collective bargaining agreement, works council or similar arrangement.

(iv) None of the employees of the Company or any Subsidiary is represented by a labor union, works council or similar body, and, to the Knowledge of the Company, no petition has been filed, nor has any proceeding been instituted by any employee or group of employees with any labor relations board or commission seeking recognition of a collective bargaining representative.

(v) To the Knowledge of the Company, (A) there is no organizational effort currently being made or threatened by or on behalf of any labor organization, trade union, works council or similar body to organize any employees of the Company or any Subsidiary, and (B) no demand for recognition of any employees of the Company or any Subsidiary has been made by or on behalf of any labor organization, trade union or works council or similar body, nor has there been in the previous five (5) years.

(vi) There is no pending or, to the Knowledge of the Company, threatened employee strike, work stoppage, slowdown, picketing or material labor dispute or negotiation regarding a claim with respect to any employees of the Company or any Subsidiary, nor has there been in the previous five (5) years.

(vii) The Company and all of its Subsidiaries have paid or made provision for payment of all salaries, wages, statutory payments to employees and vacation pay accrued through the Closing Date, and are in compliance in all material respects with all obligations and duties they are required to perform whether arising under contract or applicable Laws and all Laws respecting employment and employment practices, terms and conditions of employment, collective bargaining, information and consultation obligations, transfers of undertakings, immigration, wages, hours and benefits, non-discrimination in employment, part-time workers, fixed-term workers, whistleblowing, equal pay,

equality of terms, termination of employment, disciplinary and grievance procedures, workers compensation, statutory payments to employees, the collection and payment of withholding and/or payroll taxes and similar taxes (except for non-compliance which, individually or in the aggregate, has not had, or would not reasonably be expected to have a Company Material Adverse Effect).

(viii) There is no claim pending or, to the Knowledge of the Company, threatened before any court or agency alleging unlawful discrimination in employment practices or any unfair labor practice by the Company or any Subsidiary in relation to employees in the United Kingdom, no questionnaire has been served on the Company or any Subsidiary by any current or former employee or consultant under any United Kingdom employment legislation which remains unanswered in full or in part.

(ix) Neither the Company nor any of its Subsidiaries has incurred any outstanding actual or contingent liability in connection with any termination of employment of any current or former employee (including redundancy payments) or for failure to comply with any order for the reinstatement or re-engagement of any former employee.

(x) None of the Company' s nor any of its Subsidiaries' current or former employees or consultants has any entitlement conditional on the consummation of the Transactions or on a change in the control (howsoever defined and to include a disposal of all or substantially all of the business and assets of the relevant company) of the Company or any of its Subsidiaries allowing an employee or consultant to resign without notice or to receive any payment, additional period of notice or other benefit whatsoever or to treat himself as dismissed or released from any obligation.

(p) Intellectual Property.

(i) Company IP.

(A) Section 6.1(p)(i)(A) of the Company Disclosure Letter sets forth a true and complete list of all Company IP that is Registered, indicating for each item the applicable filing, registration, or patent number, and the jurisdiction in which the filing was made or from which the registration issued.

(B) The Company and/or its Subsidiaries exclusively own (beneficially, and of record where applicable), or have valid exclusive licenses to, all Company IP, free and clear of all Liens other than Permitted Liens and exclusive licenses and non-exclusive licenses granted in the ordinary course of business, and has validly claimed from and remunerated, as may be required by Law, its employees for all employee inventions.

(C) Each item of Company IP is subsisting and, to the Knowledge of the Company, valid and enforceable. None of the Company IP is subject to any order, judgment, decree, injunction, award, settlement or agreement adversely affecting the Company' s and its Subsidiaries' use thereof or its rights thereto, including its or their ability to transfer or license such IP Rights. The pending trademark registrations and pending patent applications in the Company IP are being diligently prosecuted. The Company has no Knowledge of any ground for a bona fide claim challenging or affecting the patentability, validity or enforceability of any Patent Rights included in the Company IP or Company' s ownership thereof.

(D) All assignments of Company IP to the Company or any Subsidiary have been properly executed and recorded.

(E) All registration, renewal, maintenance and other payments that are or have become due with respect to Company IP have been timely paid by or on behalf of the Company or its Subsidiaries.

(F) The Company and its Subsidiaries have complied with their duty of candor and disclosure to the United States Patent and Trademark Office and any relevant foreign patent office with respect to all Patent Rights included in the Company IP.

(ii) IP Contracts.

(A) Section 6.1(p)(ii)(A) of the Company Disclosure Letter sets forth a true and complete list of all Material IP Contracts to which the Company or any of its Subsidiaries is a party or otherwise bound, along with the effective dates thereof and other identifying information.

(B) Each IP Contract is valid, subsisting and enforceable (subject to the Bankruptcy and Equity Exception) and is not subject to any outstanding order, judgment, decree or agreement adversely affecting the Company' s or its Subsidiaries' use thereof or their rights thereto.

(C) The consummation of the Merger and the other Transactions will not create or result in (A) any breach or violation of any IP Contract, (B) any modification, termination or acceleration of any right or obligation under any IP Contract or (C) any license, waiver or other right or obligation under any IP Contract with respect to, or any Lien on, any IP Rights owned or held by Parent or any of its Affiliates. To the Knowledge of the Company, other than pursuant to an IP Contract listed in Section 6.1(p)(ii)(A) of the Company Disclosure Letter, no third party, including any academic organization or Governmental Entity, possesses rights (including any retained

rights with respect to federally funded inventions) to any Patent Rights included in the Company IP.

(D) Section 6.1(p)(ii)(D) of the Company Disclosure Letter sets forth a true and complete list of all agreements (along with the effective dates thereof and other identifying information) under which the Company or a Subsidiary has agreed to indemnify any Person against any infringement, violation or misappropriation of the IP Rights of a third party.

(E) Section 6.1(p)(ii)(E) of the Company Disclosure Letter sets forth a true and complete list of all agreements (along with the effective dates thereof and other identifying information) under which the Company or any Subsidiary has agreed to make payments by way of royalties, reimbursement, milestones, maintenance, advances, profit sharing, commissions, or other fees of any kind to any Person in respect of any IP Right or the use or exploitation thereof.

(iii) Intellectual Property Use Rights.

(A) The Company and its Subsidiaries have sufficient rights to use all IP Rights used in or necessary for their business as presently conducted and as presently contemplated to be conducted, all of which rights shall survive the consummation of the Merger and any other Transactions. All IP Rights shall be owned or licensed, as the case may be, and available for use immediately after the Closing on substantially identical terms and conditions as each such IP Right was immediately prior to the Closing.

(B) To the Knowledge of the Company, the research, discovery, development and other activities of the Company and its Subsidiaries (including all activities relating to product candidates and Company Products) do not and have not infringed, misappropriated or otherwise violated the IP Rights of any third party.

(C) Section 6.1(p)(iii)(C) of the Company Disclosure Letter sets forth a true and complete list of all material and unresolved complaints, claims, notices and written threats thereof received by the Company or any of its Subsidiaries alleging any infringement, violation or misappropriation of any IP Rights.

(D) There is no litigation, opposition, interference, cancellation, nullity action, proceeding, objection or claim pending, asserted or, to the Knowledge of the Company, threatened against the Company or its Subsidiaries (1) concerning the ownership, validity, registerability, enforceability, infringement or use of, licensed right to use or any material right of the Company in, any IP Rights or (2) that alleges any infringement, contributory infringement,

inducement to infringe, misappropriation, violation or unlawful use by the Company of the IP Rights of any other Person. To the Knowledge of the Company, no valid basis for any such litigation, opposition, interference, cancellation, proceeding, objection or claim exists.

(E) To the Knowledge of the Company, no Person is infringing, misappropriating or violating any Company IP right or other IP Right that the Company or its Subsidiaries own or hold exclusively, including any employee or former employee of the Company or any of its Subsidiaries.

(F) None of the Company IP is subject to any settlement or similar agreement with any Governmental Entity, or to any order, judgment, decree, injunction or award of any Governmental Entity.

(G) To the Knowledge of the Company, there are no pending applications of any other Person that, if issued as patents, (1) would dominate or interfere with the practice of any invention claimed under Company IP and (2) would not be subject to rights granted the Company under any IP Contract.

(iv) Confidentiality.

(A) The Company and its Subsidiaries have taken reasonable measures to protect the IP Rights used in its and their businesses, including the confidentiality and value of Trade Secrets that are owned, used or held by the Company and its Subsidiaries, including entering into licenses and contracts that require employees, licensees, consultants, and other third Persons with access to such Trade Secrets to keep such Trade Secrets confidential.

(B) To the Knowledge of the Company, such Trade Secrets have not been used, disclosed to or discovered by any Person except pursuant to valid and appropriate non-disclosure and/or license agreements which have not been breached.

(v) Company Employees, Consultants and Agents.

(A) To the Knowledge of the Company, no employee, consultant or agent of the Company or any of its Subsidiaries, past or present, is in default or breach of any term of any employment agreement, nondisclosure agreement, assignment of invention agreement or similar agreement or contract relating in any way to the protection, ownership, development, use or transfer of Company IP, any other IP Right that the Company or its Subsidiaries own or hold exclusively, or any IP Contract.

(B) All employees of, consultants to or vendors of the Company or any of its Subsidiaries, past and present, with access to confidential

information of the Company or any of its Subsidiaries are party to written agreements under which, among other things, each such employee, consultant or vendor is obligated to maintain the confidentiality of confidential information of the Company or any of its Subsidiaries and, in the case of employees and consultants, assign to the Company all IP Rights created by such employee or consultant in the scope of employment or consultancy with the Company or its Subsidiaries. The Company has prior to the date of this Agreement provided to Parent for its review forms of any such written agreements that relate to current employees or consultants.

(C) To the Knowledge of the Company, none of the Company' s or its Subsidiaries' current employees is the owner of any patent issued or applications pending for any device, process, composition of matter, design or invention of any kind now used or needed by the Company or its Subsidiaries in furtherance of its business, which patents or applications have not been assigned to the Company or a Subsidiary of the Company.

(D) All IP Rights developed under contract to the Company or its Subsidiaries have been assigned to the Company or a Subsidiary of the Company in compliance with local laws in order to effectuate a proper assignment.

(E) To the Knowledge of the Company, the Company' s and its Subsidiaries' employees' performance of their employment activities does not violate any third party' s IP Rights or such employees' contractual obligations to any third Person.

(vi) IT Assets.

(A) To the Knowledge of the Company, the Company' s and the Subsidiaries' IT Assets operate and perform in all material respects in accordance with their documentation and functional specifications and otherwise as required by the Company in connection with its business, and have not materially malfunctioned or failed within the past three (3) years.

(B) To the Knowledge of the Company, the IT Assets do not contain any "time bombs," "Trojan horses," "back doors," "trap doors," "worms," viruses, bugs, faults or other devices or effects that (1) enable or assist any Person to access without authorization the IT Assets, or (2) otherwise significantly adversely affect the functionality of the IT Assets, except as disclosed in its documentation.

(C) To the Knowledge of the Company, no Person has gained unauthorized access to the IT Assets. The Company has implemented and has verifiable functionality of reasonable identity management, backup, archive,

security and disaster recovery technology and processes consistent with industry practices. The Company has taken all reasonable measures, directly or indirectly, to ensure the confidentiality, privacy and security of employee, customer financial and other confidential information, and is compliant with all relevant data protection and privacy laws, rules and regulations.

(D) To the Knowledge of the Company, all IT Assets, including but not limited to software applications and operating systems, that are licensed from third parties are licensed pursuant to valid and enforceable license agreements, and neither the Company nor its Subsidiaries are in breach of any such license agreement, including any payment terms contained in such license agreements.

(vii) Government Funding. Except as set forth in Section 6.1(p)(vii) of the Company Disclosure Letter, which contains a true and complete list of all of funding, resource or assistance from any Governmental Entity in connection with the research, discovery, development or commercialization of the Company Products, the Company and its Subsidiaries have neither sought, applied for nor received any other support, funding, resources or assistance from any Governmental Entity or quasi-governmental agency or funding source in connection with the research, discovery, development or commercialization of the Company Products.

(q) Regulatory Compliance.

(i) All Company Products are being developed, manufactured, labeled, stored, tested, distributed and marketed in material compliance with all applicable requirements under all applicable Laws, including the FDCA, the PHSA, their implementing regulations, applicable European Union directives and the implementing Laws of the individual member states, and all federal, state, local and foreign regulatory requirements of any Governmental Entity, including those relating to pre-clinical studies, clinical trials and manufacturing of an investigational new drug product.

(ii) All pre-clinical studies and clinical trials conducted with respect to any Company Products have been, and are being, conducted in material compliance with the requirements of all applicable Laws, including where applicable Good Laboratory Practice, Good Clinical Practice, and all requirements relating to the protection of human subjects contained in Title 21, Parts 50, 56 and 600 of the United States Code of Federal Regulations ("C.F.R."), 21 C.F.R. Part 312, the International Conference on Harmonization Guidelines, European Directives 2001/20/EC of April 4, 2001, 2004/10/EC of February 11, 2004 and 2005/28/EC of April 8, 2005 and the implementing Laws of the individual member states, and all federal, state, local and foreign regulatory

requirements of any Governmental Entity or Review Board. The Company is in compliance in all material respects with all applicable provisions of Title VIII of the Food and Drug Administration Amendments Act of 2007, including requirements for the registration of all applicable clinical trials sponsored by the Company and its Subsidiaries on the federal clinical trials databank.

(iii) All manufacturing operations conducted with respect to any Company Products have been and are being conducted in material compliance with all applicable Laws, including current Good Manufacturing Practice, 21 C.F.R. Parts 210 and 211, European Directive 2003/94/EC of October 8, 2003 and the implementing Laws of the applicable individual member states, and all applicable federal, state, local and foreign regulatory requirements of any Governmental Entity. In addition, the Company and its Subsidiaries are in material compliance with all registration requirements set forth in 21 U.S.C. Section 360 and 21 C.F.R. Part 207 and in all similar federal, state, local or foreign regulatory requirements of any Governmental Entity.

(iv) All operations conducted by or for the benefit of the Company, have been and are being conducted in material compliance with the Controlled Substances Act of 1970, as amended, and the Animal Welfare Act of 1966, as amended, and their implementing regulations, applicable export control and economic sanction Laws which prohibit the shipment of U.S.-origin products and technology to certain restricted counties, entities and individuals, applicable anti-bribery Laws pertaining to interactions with government agents, officials and representatives, and any other similar Laws promulgated by any other federal, state or foreign Governmental Entity.

(v) To the Knowledge of the Company, all material electronic systems supporting preclinical studies and clinical trials conducted with respect to any Company Products are in compliance with the requirements of all applicable Laws, including Good Laboratory Practice, Good Clinical Practice and all material requirements relating to the generation and maintenance of electronic records and signatures as contained in 21 C.F.R. Part 11, the International Conference on Harmonization Guidelines and the implementing Laws of the applicable individual member states, and all applicable federal, state, local and foreign regulatory requirements of any Governmental Entity, except where the failure to comply would not result in a Company Material Adverse Effect.

(vi) All personal data collected, processed and disclosed by the Company, UK Sub and other Subsidiaries of the Company, including without limitation any information or data collected during any clinical trials conducted with respect to any Company Products or during the development, pre-clinical and clinical testing, manufacture, storage, testing, distribution, supply and administration of any Company Products, have been, and are being, collected,

processed and disclosed in material compliance with the requirements of all applicable Laws and industry standards, including with HIPAA, Directive 95/46/EC of 24 October 1995 and the implementing Laws of the individual member states (including, but not limited to, the UK Data Protection Act 1998). The Company has not received any: (x) written notice or written complaint alleging non-compliance with any applicable Laws relating to the collection, processing and disclosure of personal data; (y) written claim for compensation for loss or unauthorized collection, processing or disclosure of personal data; or (z) written notification of an application for rectification, erasure or destruction of personal data which application is still outstanding. The Company, UK Sub and other Subsidiaries of the Company hold all necessary consents and authorities necessary to collect, process and disclose any such information or data in the manner currently collected, processed and disclosed in material compliance with applicable Law. In this warranty "personal data" shall have the meaning given in Directive 95/46/EC of 24 October 1995.

(r) Product and Clinical Trial Disclosures.

(i) The Company has provided to Parent (or made available in the electronic data room for the Transactions) true and complete copies of (A) all material filings with the FDA, EMA or equivalent Governmental Entity relating to the Company Products in its possession or control, (B) all material correspondence with the FDA (including with the Center for Biologics Evaluation and Research and, if applicable, with the Center for Drug Evaluation and Research), EMA or equivalent Governmental Entity relating to the Company Products in its possession or control (including written correspondence, meeting minutes, records of contact, and other communications regarding pre-clinical and clinical development of the Company Products, regulatory strategy, marketing applications, potential product labels, **[**]**, Special Protocol Assessment documentation, pricing and reimbursement) and (C) all material data, information, results, analyses, publications, and reports relating to the Company Products in the Company' s possession or control, including all clinical trial protocols, trial statistical analysis plans, **[**]**, published trial results, **[**]**, Special Protocol Assessments, internal standard operating procedures and, without limiting the generality of the foregoing, the information set forth on Section 6.1(r) of the Company Disclosure Letter (collectively, the "Material Product and Trial Information"). The Material Product and Trial Information is a true, accurate and complete representation in all material respects of the matters reflected therein.

(ii) The Company Product registration and regulatory files, dossiers and supporting materials of the Company and each of its Subsidiaries have been maintained in accordance in all material respects with all applicable Law, reasonable industry standards, and the Company' s standard operating procedures. All material filings made by the Company and any of its Subsidiaries with the

FDA, EMA, an equivalent Governmental Entity or with any Review Board relating to the Company Products did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading. The Company and each of its Subsidiaries have in its possession copies of all the material documentation required to be filed with the FDA, EMA, an equivalent Governmental Entity or with any Review Board for the regulatory approval or registration, **[**]**, of OncoVEX^{GM-CSF} for melanoma, including all documentation required for the submission of a true, accurate and complete CMC portion of a BLA for OncoVEX^{GM-CSF} for melanoma, in each case that is (or would reasonably be expected to be) required or in existence in light of the stage and status of the OPTiM Pivotal Trial in Melanoma.

(iii) The Company and its Subsidiaries have access, on terms that are commercially reasonable, to sufficient quantities of all materials that the Company believes are necessary to manufacture clinical trial materials in quantities sufficient to perform and complete the current Phase III clinical trials of OncoVEX^{GM-CSF} and to carry out all associated chemistry, manufacturing, and controls ("CMC") activities, including but not limited to process characterization, process validation, specification development, and stability testing, as applicable to the stage of development of the product. Section 6.1(r)(iii) of the Company Disclosure Schedule set forth a true and complete list of quantities of viral seed stock of OncoVEX^{GM-CSF}.

(iv) The OptiM Pivotal Trial in Melanoma has been conducted by or on behalf of the Company in all material respects in accordance with the clinical trial protocol, the trial statistical analysis plan, **[**]**, the Special Protocol Assessment and the Company' s internal standard operating procedures, and the Company has complied in all material respects with all the terms and conditions of the Special Protocol Assessment and all related guidance provided by the FDA, EMA or any equivalent Governmental Entity or by any Review Board.

(v) Neither the Company nor any Representative of the Company nor, to the Knowledge of the Company, any of its licensees or assignees of Company' s IP Rights has received any notice, or are aware of any facts, circumstances or conditions that would be reasonably likely to form the basis that the FDA, EMA or any other Governmental Entity or any Review Board has initiated, or threatened to initiate, or would be reasonably likely to initiate any action to suspend, place restrictions on or delay approval of any clinical trial or otherwise restrict the pre-clinical research on or clinical study of any Company Product or any biological or drug product being developed by any licensee or assignee of Company IP Rights based on such intellectual property, or to recall, suspend or otherwise restrict the manufacture of any Company Product.

(vi) None of the Company or any of its Subsidiaries has committed any act, made any statement or failed to make any statement that would reasonably be expected to provide a basis for the FDA to invoke its policy with respect to "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto or any other Governmental Entity or Review Board to invoke a similar policy under any applicable federal, state, local or foreign regulatory requirements. Additionally, none of the Company or any of its Subsidiaries, nor any officer, Key Employee or, to the Knowledge of the Company, agent has been convicted of any crime or engaged in any conduct that has resulted, or would reasonably be expected to result, in debarment under applicable Law, including 21 U.S.C. Section 335a or any similar state law or regulation under 42 U.S.C. Section 1320a-7, or any similar federal, state, local or foreign regulatory requirement, or listing in any exclusion list or program similar to the exclusion list and program maintained by the United States Office of Inspector General under 42 C.F.R. Part 1003.102.

(vii) None of the Company, its Subsidiaries, the officers, directors, managing employees or, to the Knowledge of the Company, agents (as those terms are defined in 42 C.F.R. §1001.1001) of the Company or its Subsidiaries: (w) have engaged in any activities which are prohibited under, or are cause for civil penalties or mandatory or permissive exclusion from, any Federal Health Care Program (as defined in Section 1128B(f) of the United States Federal Social Security Act (together with all regulations promulgated thereunder, "SSA")) under Sections 1128, 1128A, 1128B, or 1877 of SSA or related state or local statutes, including knowingly and willfully offering, paying, soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind in return for, or to induce, the purchase, lease, or order, or the arranging for or recommending of the purchase, lease or order, of any item or service for which payment may be made in whole or in part under any such program; (x) have had a civil monetary penalty assessed against them under Section 1128A of SSA; (y) have been excluded from participation under any Federal Health Care Program; or (z) have been convicted (as defined in 42 C.F.R. §1001.2) of any of the categories of offenses described in Section 1128(a) or 1128(b)(1), (b)(2), or (b)(3) of SSA.

(s) Insurance. Section 6.1(s) of the Company Disclosure Letter sets forth, with respect to each insurance policy under which the Company or any of its Subsidiaries is an insured or otherwise the principal beneficiary of coverage, (i) the name of the insurer, the principal insured and each named insured, (ii) the policy number, (iii) the period, scope and amount of coverage, (iv) the premium charged and (v) all material claims made under each policy, whether paid or unpaid as of the date hereof, since the date of the Company Balance Sheet. The Company has made available to Parent true and complete copies of all such policies. All insurance policies maintained by

the Company or any of its Subsidiaries cover such risks as are in accordance with normal industry practice for companies with similar operations and subject to comparable perils or hazards. Neither the Company nor any of its Subsidiaries is in material breach or default (including any such breach or default with respect to the payment of premiums or the giving of notice under any such policy) and, to the Knowledge of the Company, no event has occurred which, with notice or lapse of time, would constitute such breach or default, or permit termination or modification, under the policy. At no time has the Company or any of its Subsidiaries been denied any insurance or indemnity bond coverage which it has requested. Neither the Company nor any of its Subsidiaries has received notice from any of its insurance carriers that any insurance coverage listed in Section 6.1(s) of the Company Disclosure Letter will not be available in the future substantially on the same terms as are now in effect.

(t) Related Party Transactions. None of the Company, its Subsidiaries or any director, officer, employee, consultant or, to the Knowledge of the Company, Affiliate of the Company or any of its Subsidiaries: (i) has any cause of action or other claim whatsoever against, or owes any amounts to, the Company or any of its Subsidiaries except for claims of employees in the ordinary course of business, such as for accrued vacation pay or for accrued benefits under an employee benefit plan maintained by the Company or any of its Subsidiaries or for benefits under an employment or indemnification agreement with the Company or any of its Subsidiaries, disclosed in the Company Disclosure Letter; (ii) owns, directly or indirectly, in whole or in part, any tangible or intangible property which the Company or any of its Subsidiaries is using or which is necessary for the business of the Company or any of its Subsidiaries; or (iii) to the Knowledge of the Company, owns any direct or indirect interest of any kind in (other than publicly traded securities in an amount less than 3% of the voting securities of such entity), or is an Affiliate or employee of, or consultant or lender to, or borrower from, or has the right to participate in the management, operations or profits of (collectively, "Owns, Consults, Lends, Borrows or Participates"), any Person that is (A) a supplier, customer, client, distributor, lessor, tenant, creditor or debtor of the Company or any of its Subsidiaries, (B) a party to any Contract with the Company or any of its Subsidiaries, or (C) engaged in any transaction with the Company or any of its Subsidiaries. To the Knowledge of the Company, none of the Company, its Subsidiaries or any officer or employee of the Company or any of its Subsidiaries Owns, Consults, Lends, Borrows or Participates in or with any Person that is a competitor of the Company or any of its Subsidiaries.

(u) Sufficiency of Assets. The Company and its Subsidiaries own good title to, or hold a valid leasehold interest in, and have a right to use, all of the material Assets (other than IP Rights; it being understood that excluding IP Rights from this Section 6.1(u) shall not limit in any manner the representations and warranties set forth in Section 6.1(p)(iii)(A)), and have rights to all other properties, rights and Contracts used by them in the conduct of their business, free and clear of all Liens, except for Permitted Liens and Liens that will be terminated at or prior to the Closing. Upon

consummation of the Transactions, the Surviving Corporation and its Subsidiaries will own and have a right to use all material Assets (other than IP Rights; it being understood that excluding IP Rights from this Section 6.1(u) shall not limit in any manner the representations and warranties set forth in Section 6.1(p)(iii)(A)), properties and rights (including Contracts) necessary and sufficient to permit the Surviving Corporation and its Subsidiaries to conduct, immediately after the Effective Time without interruption in all material respects, their business as conducted immediately prior to the Effective Time by the Company and Subsidiaries of the Company.

(v) Customers and Suppliers. No current customer and no current supplier of the Company or its Subsidiaries has canceled or otherwise terminated, or made any written threat to the Company or its Subsidiaries to cancel or otherwise terminate, its relationship with the Company or its Subsidiaries or has, at any time on or after the date of the Company Balance Sheet, decreased its services or supplies to the Company or its Subsidiaries in the case of any such supplier, or its usage of the services or products of the Company or its Subsidiaries in the case of such customer. To the Knowledge of the Company, no such supplier or customer has indicated in a writing delivered to the Company that such supplier or customer intends to cancel or otherwise terminate its relationship with the Company or its Subsidiaries or to decrease materially its delivery of services or supplies to the Company or its Subsidiaries or its usage of the services or products of the Company or its Subsidiaries, as the case may be.

(w) Product Warranty; Product Liability.

(i) In the last **[**]** years, each product manufactured, sold or delivered by the Company or any of its Subsidiaries in conducting their respective business, including, without limitation, pursuant to any contract manufacturing arrangement, has been in conformity, in all material respects, with all product specifications, all express and implied warranties and all applicable Laws. Neither the Company nor any of its Subsidiaries has any material Liability for replacement or refund of any such products or other damages in connection therewith or any other customer or product obligations not reserved against in the Company Balance Sheet.

(ii) (A) Neither the Company nor any of its Subsidiaries has any Liability arising out of any injury to individuals or property as a result of the ownership, possession or use of any product designed, developed, manufactured, maintained, delivered, sold or installed, or services rendered, by or on behalf of the Company or any of its Subsidiaries, and (B) neither the Company nor any of its Subsidiaries has committed any act or failed to commit any act, which would result in, and there has been no occurrence which would give rise to or form the basis of, any material product Liability or material Liability for breach of warranty (whether covered by insurance or not) on the part of the Company or any of its Subsidiaries with respect to products designed, developed,

manufactured, maintained, delivered, sold or installed, or services rendered by or on behalf of the Company or its Subsidiaries.

(x) Complete Copies of Materials. Each document that the Company has delivered to Parent (or made available in a data room for review by Parent), other than documents that have been redacted to comply with confidentiality or similar contractual obligations thereunder, is a true and complete copy of each such document, and in each case where a representation and warranty of the Company in this Agreement requires the listing of documents and agreements, true and complete copies of all such documents and agreements have been delivered to Parent (or made available in a data room for review by Parent) prior to the date hereof.

(y) Brokers and Finders. Neither the Company nor any of its Subsidiaries nor any of their respective officers, directors or employees has employed any broker or finder or incurred any Liability for any brokerage fees, commissions or finders' fees in connection with the Merger or the other Transactions.

6.2. Representations and Warranties of Parent. Parent hereby represents and warrants to the Company that:

(a) Organization, Good Standing and Qualification. Each of Parent and Merger Sub is a legal entity duly organized, validly existing and in good standing under the Laws of its respective jurisdiction of organization and has all requisite corporate or similar power and authority to own, lease and operate its properties and Assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its Assets or properties or conduct of its business requires such qualification, except for where the failure to be so duly organized, validly existing or in good standing, or the failure to possess such corporate or similar power, authority and qualification would not reasonably be expected to result in a Parent Material Adverse Effect.

(b) Corporate Authority. Parent and Merger Sub have all requisite corporate power and authority to execute and deliver this Agreement and such of the Ancillary Agreements as they are parties to, and to perform their obligations under this Agreement and such of the Ancillary Agreements as they are parties to. The execution and delivery by Parent and Merger Sub of this Agreement and such of the Ancillary Agreements as they are parties to and the consummation by Parent and Merger Sub of the Transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Parent and Merger Sub, and no other authorization or consent of Parent, Merger Sub or their respective stockholders is necessary. This Agreement and such of the Ancillary Agreements as they are parties to have been duly executed and delivered by each of Parent and Merger Sub and assuming the valid execution and delivery by all counterparties hereto and thereto, each constitutes

a valid and binding obligation of Parent and Merger Sub, enforceable against Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(c) Governmental Filings. Other than the filings and/or notices (i) under the HSR Act, the Securities Act of 1933 and the Securities Exchange Act of 1934 and (ii) with or to those foreign Governmental Entities regulating competition and antitrust Laws, no notices, reports or other filings are required to be made by Parent or Merger Sub with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Parent or Merger Sub from, any Governmental Entity, in connection with the execution and delivery of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Merger and the other Transactions contemplated hereby, except those that the failure to make or obtain would not, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(d) No Violations. The execution, delivery and performance of this Agreement and such of the Ancillary Agreements as they are parties to by Parent and Merger Sub do not, and the consummation by Parent and Merger Sub of the Merger and the other Transactions contemplated hereby and thereby will not, constitute or result in (A) a breach or violation of, or a default under, the certificate of incorporation or by-laws or the comparable governing instruments of Parent or Merger Sub or (B) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) or a default under, the creation or acceleration of any obligations under or the creation of a Lien on any of the Assets of Parent or any of its Subsidiaries pursuant to, any Contracts binding upon Parent or any of its Subsidiaries or any Laws or governmental or non-governmental permit or license to which Parent or any of its Subsidiaries is subject in each case would, individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(e) Available Funds. Parent has adequate financial resources to satisfy its respective monetary and other obligations under this Agreement.

(f) Capitalization of Merger Sub. Merger Sub was formed solely for the purpose of engaging in the Transactions, has engaged in no other business activities and has conducted its operations only as contemplated by this Agreement.

ARTICLE VII
Covenants

7.1. Interim Operations. Except (i) as expressly set forth in Section 7.1 of the Company Disclosure Letter, (ii) as necessary to comply with the Company' s obligations under this Agreement, or (iii) as required by applicable Law, the Company covenants and agrees as to itself and its Subsidiaries that, from the date of this Agreement

until the Effective Time (except with Parent' s prior written approval, such approval not to be unreasonably withheld, conditioned or delayed), the business of it and its Subsidiaries shall be conducted in the ordinary and usual course consistent with past practice and, to the extent consistent therewith, it and its Subsidiaries shall use their respective commercially reasonable efforts to (A) protect and preserve the scope, breadth and value of its Assets (including the Company IP and in respect of the Company Products), (B) preserve its business organization intact, (C) maintain its existing relations and goodwill with collaboration partners, customers, manufacturers, suppliers, Governmental Entities, fill/finish providers, distributors, creditors, lessors, clinical trial investigators or managers of its clinical trials, commercial research organizations, employees, consultants and other business associates and (D) use commercially reasonable efforts to keep available the services of the current directors, officers, material employees and material consultants of the Company and its Subsidiaries and preserve the current relationships of the Company and its Subsidiaries with their directors, officers, employees and consultants. Without limiting the generality of the foregoing, and as an extension thereof, except (i) as expressly set forth in the correspondingly numbered paragraph of Section 7.1 of the Company Disclosure Letter, (ii) as necessary to comply with the Company' s obligations under this Agreement, or (iii) as required by applicable Law, the Company shall not and shall not permit any of its Subsidiaries to, from the date of this Agreement until the Effective Time, directly or indirectly, do, or agree to do, any of the following without the prior written consent of Parent, such consent not to be unreasonably withheld, conditioned or delayed (irrespective of whether any of the following shall constitute ordinary and usual course consistent with past practice, unless expressly set forth otherwise in the respective item below):

(a) amend or propose to amend its certificate of incorporation or by-laws or other comparable governing instruments;

(b) acquire (including by merger, consolidation, or acquisition of stock or Assets (including IP Rights) or any other business combination) any corporation, partnership, other business organization or any division thereof or any Assets or interest in any Assets from any other Person in excess of $**[**]** individually or $**[**]** in the aggregate;

(c) split, combine or reclassify its outstanding shares of capital stock or share capital or enter into any agreement with respect to voting of, or exercise of any other rights or obligations under, any of its capital stock or share capital or any securities exercisable for, convertible into or exchangeable for such capital stock or share capital;

(d) declare, set aside or pay any dividend or other distribution, payable in cash, stock, property or otherwise, in respect of its capital stock or share capital, other than dividends from its wholly-owned Subsidiaries;

(e) purchase, redeem or otherwise acquire, except in connection with the Stock Plans, any shares of its capital stock or share capital or any securities exercisable for, convertible into or exchangeable for any shares of capital stock or share capital;

(f) transfer, lease, license, guarantee, sell, mortgage, pledge, dispose of, encumber, abandon, assign or waive (i) any IP Rights (but excluding non-exclusive licenses of IP Rights granted in the ordinary course of business to third parties) or (ii) any of its other property, Assets or interest therein in excess of $**[**]** individually or $**[**]** in the aggregate (including capital stock or share capital of any of the Company' s Subsidiaries);

(g) create, incur or expand any Lien material to it except for Permitted Liens;

(h) incur any Indebtedness (including, for the avoidance of doubt, any additional drawdown under any of the Credit Agreements) or issue any debt securities or warrants or other rights to acquire its debt securities or assume, guarantee or endorse, as an accommodation or otherwise, the obligations of any other Person, in the case of any of the foregoing, involving an aggregate principal amount or potential guaranteed amount in excess of $**[**]**, individually or in the aggregate, or otherwise incur or modify any material Indebtedness or Liability;

(i) issue, sell, pledge, dispose of or encumber any shares of, or securities convertible into or exchangeable or exercisable for, or options, warrants, calls, commitments or rights of any kind to acquire, any shares of its capital stock of any class or share capital or any Voting Debt or any other of its property or Assets except that the Company may (i) issue shares of Company Capital Stock upon the exercise of Company Options outstanding on the date of this Agreement in accordance with their terms as of the date of this Agreement, (ii) issue shares of Company Capital Stock upon the exercise of Company Warrants outstanding as of the date of this Agreement in accordance with their terms as of the date of this Agreement and (iii) issue Company Common Stock upon conversion of Company Preferred Stock in accordance with their terms as of the date of this Agreement;

(j) make or agree to make any capital expenditures other than (i) any such expenditures not in excess of $**[**]** individually or $**[**]** in the aggregate, or (ii) in furtherance of its business as now being conducted; provided that the Company shall provide notice to Parent in advance of, and shall consult with Parent with respect to, any such expenditure;

(k) waive any benefits of, agree to modify in any respect, fail to enforce or consent to any matter with respect to which consent is required under any (i) standstill or similar agreement containing provisions prohibiting a third party from

purchasing its capital stock or Assets or otherwise seeking to influence or exercise control over it and to which it is a party or (ii) confidentiality, non-solicitation or similar agreements to which it is a party;

(l) other than in the ordinary course of business consistent with past practice, enter into any Contract that would have been a Material Contract had it been entered into prior to this Agreement;

(m) make any change in accounting practices, policies or principles, except as required by GAAP or by Law or a Governmental Entity as concurred to by the Company' s independent auditors;

(n) revalue any of its material Assets, except as required by GAAP;

(o) enter into, modify, amend or terminate, or waive, release or assign any rights or claims under any Material Contract;

(p) make any material loan, advance, capital contribution to, or investment in, any Person other than (i) loans, advances or capital contributions to, or investments in, Subsidiaries of the Company, (ii) routine loans or advances to employees for travel and related expenses in the ordinary course of business that are consistent in frequency and amount with past practice, and (iii) loans, advances or capital contributions to, or investments in, any other Person in an amount not in excess of $**[**]** individually or $**[**]** in the aggregate;

(q) enter into, modify, amend or terminate any Contract or waive, release or assign any rights or claims thereunder, which if so entered into, modified, amended, terminated, waived, released or assigned would be reasonably likely to (i) adversely affect the Company and its Subsidiaries (or, following consummation of the Merger, Parent or any Affiliates of Parent) in any material respect, (ii) impair the ability of the Company or its Subsidiaries to perform their respective obligations under this Agreement in any material respect, (iii) prevent or materially delay or impair the consummation of the Merger and the other Transactions or (iv) limit or restrict the Surviving Corporation, any Affiliate of the Surviving Corporation or any of their successors and assigns from engaging or competing in any line of business, including the development and commercialization of OncoVEX$^{GM\text{-}CSF}$, ImmunoVEX^{HSV2} or any other Company Product, any other therapeutic agent, or in any therapeutic or geographic area;

(r) take any action that is intended or would be reasonably likely to result in any of the representations and warranties set forth in Article VI hereof to become untrue in any material respect or any condition set forth in Article VIII not being satisfied (without regard to any materiality or Company Material Adverse Effect qualifier therein);

(s) delay any material payments or the collection of payment due to the Company, except in the ordinary course of business consistent with past practice;

(t) (i) except as required in the diligent prosecution of the Company IP grant, extend, amend, abandon, waive or modify any material rights in or to the Company IP or IP Contracts, (ii) fail to diligently prosecute the Company' s and its Subsidiaries' patent applications, or (iii) fail to exercise a right of renewal or extension under any Material IP Contracts;

(u) except as required pursuant to a Company Benefit Plan in effect prior to the date hereof and set forth in Section 6.1(h)(i) of the Company Disclosure Letter, or as otherwise required by applicable Law, (i) increase in any manner the compensation, bonus, pension, welfare, fringe or other benefits of any of the current or former directors, officers, employees or consultants of the Company or its Subsidiaries, (ii) pay any bonus to any of the current or former directors, officers, employees or consultants of the Company or its Subsidiaries, (iii) adopt, enter into, establish, amend, modify or terminate any Company Benefit Plan or any employment, consulting, collective bargaining, bonus or other incentive compensation, health or other welfare, pension, retirement, severance, deferred compensation or other compensation or benefit plan with, for or in respect of any shareholder, director, officer, other employee or consultant that would constitute a Company Benefit Plan had it been in effect as of the date hereof, (iv) promote any employee who is an officer to a position more senior than such employee' s position as of the date hereof, or promote a non-officer employee to an officer position, (v) increase in any manner the severance or termination pay of any current or former officer, employee or consultant, (vi) grant any new awards under any Company Benefit Plan, (vii) amend or modify any outstanding award under any Company Benefit Plan, (viii) take any action to amend, waive or accelerate the vesting criteria or vesting requirements of payment of any compensation or benefit under any Company Benefit Plan, (ix) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any Company Benefit Plan, to the extent not already provided in any such Company Benefit Plan, (x) change any actuarial or other assumptions used to calculate funding obligations with respect to any Company Benefit Plan or to change the manner in which contributions to such plans are made or the basis on which such contributions are determined, except as may be required by GAAP or applicable Laws, (xi) issue or forgive any loans (other than routine travel advances issued in the ordinary course of business) to directors, officers, contractors or employees of the Company or any of its Subsidiaries or (xii) hire any employee or engage any independent contractor (who is a natural person) other than (A) after providing at least five (5) business days' prior written notice to Parent, and (B) then only as disclosed in the Company' s hiring plan as set forth in Section 7.1(u) of the Company Disclosure Letter; provided, however, that the compensation and benefits granted to any such newly hired employee or newly engaged independent contractor shall be consistent with, and be no more favorable in the aggregate than, the compensation and

benefits (excluding equity awards) provided as of the date hereof to the Company' s similarly situated employees or independent contractors;

(v) communicate with its employees regarding the compensation, benefits or other treatment they will receive in connection with the proposed Transactions, unless any such communications are consistent with the prior directives or documentation provided to the Company by Parent (in which case, the Company shall provide Parent with prior notice and the opportunity to review and comment upon any such communication);

(w) settle or compromise any material claims or litigation or modify, amend or terminate any of the Material Contracts or waive, release or assign any material rights or claims thereunder including granting any covenant not to sue except (i) in the ordinary course of business consistent with past practice, (ii) as required by Law or any judgment by a Governmental Entity and (iii) to the extent necessary to permit the Company to protect the Company IP;

(x) make any material Tax election or settle or compromise any material Liability for Taxes, take any action to jeopardize or negatively affect the net operating losses of the Company and its Subsidiaries, change any annual Tax accounting period, change any material Tax accounting method, file any amended material Tax Return, enter into any closing agreement relating to any material Tax, surrender any right to claim a material Tax refund or consent to any extension or waiver of the statute of limitations period applicable to any material Tax claim or assessment;

(y) except as required by this Agreement, modify, supplement, amend in any way, waive any right or obligation under, or enter into any Contract similar in effect to, (i) the Exchange Agreement, (ii) the Stockholders' Agreement, (iii) the Warrant Agreements, (iv) the Loan Note Instruments, (v) the UK Sub Subscription Agreements and (vi) the MIP; or

(z) authorize or enter into an agreement to do any of the foregoing.

7.2. Filings; Other Actions; Notification.

(a) Cooperation. Subject to the terms and conditions set forth in this Agreement, the Company and Parent shall cooperate with each other and use (and shall cause their respective Subsidiaries to use) their respective commercially reasonable efforts (except for antitrust filings which shall be governed by Section 7.2(b)) to take or cause to be taken all actions, and do or cause to be done all things, reasonably necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate and make effective the Merger and the other Transactions as soon as reasonably practicable, including preparing and filing as promptly as practicable all documentation to effect all necessary notices, reports and other filings and to obtain as promptly as practicable all consents, registrations, approvals, permits and authorizations necessary or

advisable to be obtained from any Governmental Entity or other Person in order to consummate the Merger or any of the other Transactions.

(b) Antitrust Filings. Without limiting the generality of Section 7.2(a), each of Parent and the Company shall use its reasonable best efforts to cause to be prepared and filed, by no later than the fifth (5th) business day following the date of this Agreement, the notifications required under the HSR Act in connection with the Merger. Parent and the Company shall respond as promptly as reasonably practicable to (i) any inquiries or requests received from the Federal Trade Commission or the Department of Justice for additional information or documentation and (ii) any inquiries or requests received from any state attorney general or other Governmental Entity in connection with antitrust or related matters. Notwithstanding anything to the contrary, nothing in this Agreement, including, without limitation, this Section 7.2, shall require, or be construed to require, Parent or its Affiliates to proffer to, or agree to, sell, divest, lease, license, transfer, dispose of or otherwise encumber or hold separate and agree to sell, divest, lease, license, transfer, dispose of or otherwise encumber before or after the Effective Time, any Assets (including IP Rights), licenses, operations, rights, product lines, businesses or interest therein of Parent, the Company or any of their respective Affiliates (or to consent to any sale, divestiture, lease, license, transfer, disposition or other encumberment by the Company of any of its Assets (including IP Rights), licenses, operations, rights, product lines, businesses or interest therein or to any agreement by the Company to take any of the foregoing actions) or to agree to any material changes (including, without limitation, through a licensing arrangement) or restriction on, or other impairment of Parent' s ability to own or operate, any of such Assets, licenses, operations, rights, product lines, businesses or interests therein or Parent' s ability to vote, transfer, receive dividends or otherwise exercise full ownership rights with respect to the stock of the Surviving Corporation. The Company and Parent will each request early termination of the waiting period with respect to the Merger under the HSR Act and other applicable foreign antitrust Laws. Subject to applicable Laws relating to the exchange of information, Parent shall have the right to direct all matters with any Governmental Entity consistent with its obligations hereunder; provided that Parent and the Company shall have the right to review in advance and, to the extent practicable, each will consult with the other on and consider in good faith the views of the other in connection with, all of the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing or form (excluding attachments or exhibits thereto) made with or submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other Transactions. In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as practicable.

(c) Information. The Company and Parent each shall, upon request by the other, furnish the other with all information concerning itself, its Subsidiaries, and its and their directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with any filing, notice or application made by or on

behalf of Parent, the Company or any of their respective Subsidiaries to any third party and/or any Governmental Entity in connection with the Merger and the other Transactions.

(d) Status. Subject to applicable Laws and as required by any Governmental Entity, the Company and Parent each shall keep the other apprised of the status of matters relating to completion of the Transactions, including promptly furnishing the other with copies of notices or other communications received by Parent or the Company, as the case may be, or any of its Subsidiaries, from any third party and/or any Governmental Entity with respect to the Merger and the other Transactions. The Company shall give prompt notice to Parent of any change, fact or condition that is reasonably expected to result in a Company Material Adverse Effect or of any failure of any condition to Parent' s obligations to effect the Merger and other Transactions contemplated hereby. Parent shall give prompt notice to the Company of any change, fact or condition that is reasonably expected to result in any failure of any condition to the obligations of the Company to effect the Merger and the other Transactions contemplated hereby set forth in Section 8.3. Neither the Company nor Parent shall permit any of its Representatives to participate in any meeting with any Governmental Entity in respect of any filings, investigation or other inquiry relating to the Transactions unless it consults with the other party in advance and, to the extent permitted by such Governmental Entity, gives the other party the opportunity to attend and participate thereat.

7.3. Access and Reports. Subject to applicable Law, upon reasonable notice, the Company shall (and shall cause its Subsidiaries to) afford Parent' s officers and other authorized Representatives reasonable access, during normal business hours throughout the period prior to the Effective Time, to its employees, properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to Parent all information concerning its business, properties and personnel as may reasonably be requested, provided that no investigation pursuant to this Section 7.3 shall affect or be deemed to modify any representation or warranty made by the Company herein, and provided, further, that the foregoing shall not require the Company (i) to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would result in the disclosure of any Trade Secrets of third parties or violate any of its obligations with respect to confidentiality if the Company shall have used commercially reasonable efforts to obtain the consent of such third party to such inspection or disclosure or (ii) to disclose any privileged information of the Company or any of its Subsidiaries. All requests for information made pursuant to this Section 7.3 shall be directed to the executive officer or other Person designated by the Company. All such information shall be governed by the terms of the Confidentiality Agreement.

7.4. Publicity; Confidentiality.

(a) The initial press release regarding the Transactions shall be a joint press release, and, thereafter, the Stockholders' Agent shall, and shall cause its Affiliates and Representatives to, consult with Parent prior to issuing any press releases or otherwise making public announcements with respect to this Agreement, the Ancillary Agreements, the Transactions and all other matters and documents contemplated by this Agreement and the Ancillary Agreements and the content of any such press release or public announcement shall be limited to the fact that the Transactions have occurred (if and when that occurs), except as may be required by Law or by obligations pursuant to any listing agreement with or rules of any national securities exchange or interdealer quotation service or by the request of, or as may be advisable in view of any considerations relating to, any Governmental Entity (each, an "Applicable Requirement").

(b) Each party to this Agreement shall, and shall cause its Affiliates and Representatives to, keep the existence and terms of this Agreement, the Ancillary Agreements, the Transactions and all other matters and documents contemplated by or related to this Agreement and the Ancillary Agreements confidential and shall not now or hereafter disclose any of the foregoing to any third-party Person, except (i) with the prior written consent of all of Parent, the Company and the Stockholders' Agent, (ii) as required by any Applicable Requirement (including, for the avoidance of doubt, any filings with the SEC that Parent or its Affiliates deem required or advisable), (iii) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties, (iv) in confidence to its legal counsel, accountants, banks and financing sources and their advisors in their capacity of advising the disclosing party in such matters, (v) in confidence to the auditors of the disclosing party, (vi) to any Taxing authority, or (vii) in confidence to the Auditor, Escrow Agent, Paying Agent or the Milestones and Indemnity Escrow Payout Agent in connection with the performance of their respective duties under this Agreement or any Ancillary Agreement. On and after the Closing Date, the obligations under this Section 7.4(b) shall terminate with respect to each party to this Agreement other than the Stockholders' Agent.

(c) Without limiting the generality of Section 7.4(b), the Stockholders' Agent recognizes and acknowledges that (1) any information acquired from the Surviving Corporation relating to OncoVEX$^{GM\text{-}CSF}$ or pursuant to Section 10.1(b)(iv)(D) is proprietary and confidential, shall not be disclosed to any other Person and violation of such confidentiality obligation could result in irrevocable harm and (2) Parent shall, in addition to any other remedies or rights it may have at law or equity, have the right to injunctive relief to prevent the disclosure of such information.

7.5. Certain Actions. Prior to the Closing, the Company and UK Sub hereby agree to and shall (a) irrevocably effect, immediately prior to the Effective Time, the UK Sub Conversion, pursuant to the Loan Note Insrument, the Exchange Agreement and the Letter of Instruction; and (b) irrevocably exercise the Company' s call option over

each outstanding Ordinary B Share in exchange for GBP 0.10 pursuant to the Exchange Agreement.

7.6. Treatment of Certain Documents.

(a) Prior to the Closing, the Company and UK Sub shall, and shall cause other relevant parties to, enter into a termination agreement reasonably acceptable to Parent to terminate or cause the termination of, effective as of the Closing Date, (i) the Exchange Agreement, (ii) the Stockholders' Agreement, (iii) the Warrant Agreements and (iv) the UK Sub Subscription Agreements (the "Termination Agreement").

(b) Prior to the Closing, the Company and UK Sub shall comply with the matters set forth in Section 7.6(b) of the Company Disclosure Letter.

7.7. Employee Benefits.

(a) Parent agrees that the employees of the Company at the Effective Time who continue to remain employed with the Company, UK Sub or US Sub (the "Continuing Employees") will, during the period commencing as of the Closing Date and continuing through December 31, 2011, continue to be provided with "employee welfare benefits" (within the meaning of Section 3(1) of ERISA) and "employee pension benefits" (within the meaning of Section 3(2) of ERISA) (excluding, in each case, equity awards), and severance pay that are comparable in the aggregate to those employee welfare benefits and employee pension benefits and severance pay that are provided to such employees by the Company immediately prior to the Effective Time (whether or not such severance pay is pursuant to a plan described in Section 3(1) or Section 3(2) of ERISA).

(b) Parent shall use commercially reasonable efforts to (i) cause any pre-existing conditions or limitations and eligibility waiting periods under any group health plans of Parent or its Affiliates to be waived with respect to Continuing Employees and their eligible dependents, (ii) give each Continuing Employee credit for the plan year in which the Effective Time occurs towards applicable deductibles and annual out-of-pocket limits for medical expenses incurred prior to the Effective Time for which payment has been made and (iii) to the extent that it would not result in a duplication of benefits and to the extent that such service was recognized under a similar Company Benefit Plan, give each Continuing Employee service credit for such Continuing Employee' s employment with the Company for purposes of eligibility to participate and vesting credit (but excluding benefit accrual) under each applicable Parent benefit plan, as if such service had been performed with Parent.

(c) As of the Effective Time, Parent shall, or shall cause the Surviving Corporation to, credit Continuing Employees with the amount of unused vacation time that such Continuing Employees had accrued under any applicable Company Benefit Plan as of the Effective Time.

(d) Between the date of this Agreement and the Effective Time, the Company shall use its commercially reasonable efforts to assist Parent in entering into Parent' s standard "on-boarding" documents with each of the Company' s employees, (other than the Key Employees, whose continuing employment after the Effective Time shall be governed by the New Employment Agreements), which documents will be effective at the Effective Time and shall include (i) at will agreements for US-based employees, (ii) proprietary information and inventions agreements and (iii) mutual agreements to arbitrate claims for US-based employees.

(e) If requested by Parent at least five (5) business days prior to the Effective Time, the Company shall terminate any and all Company Benefit Plans intended to qualify under Section 401(k) of the Code, effective not later than the business day immediately preceding the Effective Time. In the event that Parent requests that such 401(k) plan(s) be terminated, the Company shall provide Parent with evidence that such 401(k) plan(s) have been terminated pursuant to resolution of the Company Board (the form and substance of which shall be subject to review and approval by Parent) not later than the business day immediately preceding the Effective Time.

(f) No later than five (5) business days after the date hereof, the Company shall provide Parent with all relevant calculations related to any potential liability of the Company or any of its Subsidiaries or any employee, director or officer thereof, under Section 280G or Section 4999 of the Code, respectively. At least five (5) calendar days prior to the Closing, (i) the Company shall submit for approval by its stockholders, in conformance with Section 280G of the Code and the regulations thereunder (the "280G Stockholder Vote"), any payments that could constitute a "parachute payment" pursuant to Section 280G of the Code (each, a "Parachute Payment"), (ii) the right to any Parachute Payment shall have been irrevocably waived by each of the applicable Disqualified Individuals, and (iii) the Company shall have delivered to Parent true and complete copies of all disclosure and documents that comprise the stockholder approval of each Parachute Payment as set forth in this Section 7.7(f) in sufficient time to allow Parent to comment thereon (but no less than ten (10) calendar days prior to the 280G Stockholder Vote) and shall reflect all reasonable comments of Parent thereon.

(g) Nothing in this Agreement is intended to (i) be treated as an amendment to any particular Company Benefit Plan, (ii) prevent Parent from terminating any of its benefit plans in accordance with their terms, (iii) prevent Parent, after the Effective Time, from terminating the employment of any Continuing Employee, provided that such termination complies with applicable law and the terms of any applicable employment agreement or (iv) create any third-party beneficiary rights in any employee of the Company or any Subsidiary, any beneficiary or dependent thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and/or benefits that may be provided to any Continuing

Employee by Parent or the Company or under any benefit plan which Parent or the Company may maintain.

7.8. Expenses. Except as otherwise provided in this Agreement, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such expense.

7.9. Indemnification; Directors' and Officers' Insurance.

(a) For a period of **[**]** years from and after the Effective Time, Parent and the Surviving Corporation, jointly and severally, agree that they will indemnify (including the advancement of expenses) and hold harmless each present and former director and officer of the Company or any of its Subsidiaries (in each case, when acting in such capacity), and their respective heirs and legal representatives (the "D&O Indemnified Parties"), against any D&O Indemnified Liability, to the fullest extent that the Company or any of its Subsidiaries would have been permitted under applicable Law and its certificate of incorporation or by-laws or the equivalent organization documents of its Subsidiaries in effect on the date of this Agreement to indemnify such Person, but subject to, for the avoidance of doubt, any limitation imposed by the foregoing (and Parent or the Surviving Corporation shall also advance expenses as incurred if not already paid by insurer to the fullest extent permitted under applicable Law; provided that the Person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification); and provided, further, that any determination required to be made with respect to whether an officer' s or director' s conduct complies with the standards set forth under the DGCL and other provisions of Delaware and other applicable Law and the relevant certificate of incorporation and by-laws of the Company or the equivalent organizational documents of the Subsidiaries of the Company shall be made by independent counsel selected by the Surviving Corporation.

(b) Any D&O Indemnified Party wishing to claim indemnification under paragraph (a) of this Section 7.9, upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify Parent thereof, but the failure to so notify shall not relieve Parent or the Surviving Corporation of any Liability it may have to such D&O Indemnified Party except to the extent such failure materially prejudices the indemnifying party, including if a delayed notice precludes an insurance recovery because of such delay. In the event of any such claim, action, suit, proceeding or investigation (whether arising before or after the Effective Time), (i) Parent or the Surviving Corporation shall have the right to assume the defense thereof and Parent and the Surviving Corporation shall not be liable to such D&O Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such D&O Indemnified Parties in connection with the defense thereof, except that if Parent or the Surviving Corporation elects not to assume such defense or counsel for the D&O

Indemnified Parties advises that there are issues which raise conflicts of interest between Parent or the Surviving Corporation and the D&O Indemnified Parties, the D&O Indemnified Parties may retain counsel satisfactory to them, and Parent or the Surviving Corporation shall pay all reasonable fees and expenses of such counsel for the D&O Indemnified Parties promptly as statements therefor are received; provided, however, that Parent and the Surviving Corporation shall be obligated pursuant to this paragraph (b) to pay for only one firm of counsel for all D&O Indemnified Parties in any jurisdiction unless the use of one counsel for such D&O Indemnified Parties would present such counsel with a conflict of interest; provided that the fewest number of counsels necessary to avoid conflicts of interest shall be used; (ii) the D&O Indemnified Parties will cooperate in the defense of any such matter; and (iii) Parent and the Surviving Corporation shall not be liable for any settlement effected without their prior written consent; and provided, further, that Parent and the Surviving Corporation shall not have any obligation hereunder to any D&O Indemnified Party if and when a court of competent jurisdiction shall ultimately determine, and such determination shall have become final, that the indemnification of such D&O Indemnified Party in the manner contemplated hereby is prohibited by applicable Law.

(c) Prior to the Effective Time, the Company shall and, if the Company is unable to, Parent shall cause the Surviving Corporation to, at no expense to the beneficiaries, either (i) purchase a **[**]** year extended reporting period endorsement with respect to the Company's current directors' and officers' liability insurance and maintain such endorsement in full force and effect for its full term, or (ii) maintain in effect for six years from and after the Effective Time the current policies of the directors' and officers' liability insurance maintained by the Company; with both (i) and (ii) to apply with respect to matters existing or occurring at or prior to the Effective Time (including the Transactions). Alternatively, if (i) or (ii) are not available on commercially reasonable terms or at all, Surviving Corporation shall maintain in effect for six years from and after the Effective Time comparable coverage with respect to matters existing or occurring at or prior to the Effective Time (including the Transactions) from insurance carriers with an A.M. Best Rating of not less than A-, and providing benefits and limits of liability not materially less favorable than as provided in the Company's existing policies as of the date of this Agreement, to the extent that such coverage is commercially available, and if such coverage is not available on commercially reasonable terms, on the best commercially available coverage terms and limits of liability as may be commercially reasonably obtained at such time. In satisfying its obligation under this Section 7.9(c), neither Parent nor the Surviving Corporation shall be obligated to pay in total more than **[**]**% of the last annual aggregate premium paid prior to the date of this Agreement by the Company to obtain such coverage, it being understood and agreed that in the event such coverage cannot be obtained for **[**]**% or less of the last annual aggregate premium paid prior to the date of this Agreement by the Company, Parent and the Surviving Corporation shall be obligated to provide the best commercially available coverage terms and limits of liability as may be commercially reasonably obtained for such amount.

(d) If Parent or the Surviving Corporation or any of their respective successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and Assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of Parent or the Surviving Corporation shall assume all of the obligations set forth in this Section 7.9.

(e) The provisions of this Section 7.9 are intended to be for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties. The obligations of Parent and the Surviving Corporation under this Section 7.9 shall not be terminated or modified in such a manner as to materially and adversely affect any indemnitee to whom this Section 7.9 applies without the express written consent of such affected indemnitee.

(f) The rights of the D&O Indemnified Parties under this Section 7.9 shall be in addition to any rights such D&O Indemnified Parties may have under the Certificate of Incorporation or by-laws of the Company or equivalent organizational documents of any of its Subsidiaries, or under any applicable Contracts or Laws.

7.10. Tax Matters. For purposes of this Section 7.10, references to "the Company" are deemed to be references to "the Company and its Subsidiaries."

(a) The Company shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to it or any of its Subsidiaries on or before the Closing Date and shall pay or withhold or pay over to the competent Tax authority any Taxes due in respect of such Tax Returns. Such Tax Returns shall be true and correct in all material respects and shall be prepared in accordance with all applicable Laws and the historical Tax practices of the Company and its Subsidiaries, as the case may be, except for new elections that may be made therein that were not previously available, subject to Parent' s consent.

(b) Parent shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to the Company or any of its Subsidiaries after the Closing Date and shall pay or withhold or pay over to the competent Tax authority any Taxes due in respect of such Tax Returns. Such Tax Returns relating to Taxable years or periods that begin on or before the Closing Date shall be true and correct in all material respects and shall be prepared in accordance with all applicable Laws and the historical Tax practices of the Company and its Subsidiaries, as the case may be, except for new elections that may be made therein that were not previously available, subject to Parent' s consent. Parent shall provide the Stockholders' Agent a copy of each such Tax Return that is a material Tax Return no later than forty-five (45) days prior to the due date of such Tax Return for review and comment, which shall be submitted to Parent no later than fifteen (15) days prior to the due date of such Tax Return. Parent shall reflect

all such comments of the Stockholders' Agent, except to the extent not permitted by Law and to the extent Parent deems appropriate in its sole discretion.

(c) Prior to the Closing Date (but no earlier than 30 days before the Closing Date), the Company shall deliver to Parent and to the IRS notices in the form and substance reasonably satisfactory to Parent that the Company Common Stock and Company Preferred Stock are not "U.S. real property interests" in accordance with Treasury Regulations under Sections 897 and 1445 of the Code; provided, however, if the Company does not deliver the notices, Parent shall be permitted to deem the Company Common Stock and the Company Preferred Stock to be U.S. real property interests and shall be permitted to withhold from the payments due hereunder the minimum amount required under Section 1445 of the Code.

(d) The Former Securityholders shall be liable for and indemnify the Surviving Corporation for the full amount of any and all Taxes imposed on the Company (including UK Sub) for any taxable year or period that ends on or before the Closing Date and, with respect to any taxable year or period beginning before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date ("Pre-Closing Taxes") to the extent that such Taxes exceed the amount of Taxes included as a liability in the Final Closing Net Cash.

(e) Where the Pre-Closing Taxes involve a period which begins before and ends after the Closing Date, such Pre-Closing Taxes shall be calculated as though the taxable year of the Company terminated as of the close of business on the Closing Date; provided, however, that in the case of a tax not based on income, receipts, proceeds, profits or similar items, Pre-Closing Taxes shall be equal to the amount of Tax for the taxable period multiplied by a fraction, the numerator of which shall be the number of days from the beginning of the taxable period through the Closing Date and the denominator of which shall be the number of days in the taxable period.

(f) After the Effective Time, the Company shall promptly notify the Stockholders' Agent in writing upon receipt by Parent or the Company of notice of any pending or threatened Tax audits or assessments which may materially affect Tax Liabilities for which the Former Securityholders would be required to indemnify the Surviving Corporation pursuant to Section 7.10(d), provided that failure to comply with this provision shall not affect Parent' s or the Surviving Corporation' s right to indemnification hereunder. Parent shall have the right to control at its expense in any Tax proceeding related to Pre-Closing Taxes of the Company or any Subsidiary; provided, however, that Parent shall not settle or compromise any such proceeding without the Stockholders' Agent' s consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) The Former Securityholders shall pay to the Surviving Corporation an amount equal to any Taxes (ignoring any Relief available to the Company or UK Sub)

that is payable by the Company or UK Sub as a result of the UK Sub Conversion. "Relief" means any loss, relief, allowance, refund, exemption, set-off, deduction, right to repayment or credit or other relief of a similar nature granted by or available in relation to Tax pursuant to any legislation or otherwise.

7.11. Exclusivity. Without limitation to the matters set forth in the Support Agreement, none of the Company, any of its Subsidiaries or any of their respective executive officers and directors shall, and the Company and its Subsidiaries shall direct and use reasonable best efforts to cause their respective employees, agents and Representatives not to, directly or indirectly, (a) initiate, solicit, encourage or otherwise facilitate the contemplation, consideration, making or implementation of any Alternate Transaction Proposal; (b) provide any due diligence materials or other information or data to any Person concerning the contemplation, consideration, making or implementation of any Alternate Transaction Proposal; or (c) agree to enter, or enter, into any letter of intent, memorandum of understanding, contract, agreement, document, commitment, arrangement or understanding, whether written or oral, legally binding or not, concerning any Alternate Transaction Proposal or the contemplation, consideration, making or implementation thereof, or otherwise agree to or participate in any Alternate Transaction Proposal. The Company shall notify Parent within 48 hours if any Alternate Transaction Proposal is received by it or any of its executive officers, directors, agents or other Representatives, or, to the knowledge of such party' s management, any of such party' s shareholders, investors or other employees, indicating, in connection with such notice, a summary of the consideration and other material terms and conditions of any Alternate Transaction Proposal; provided that the name of the Person submitting the Alternate Transaction Proposal may be redacted to the minimum extent required to comply with any binding confidentiality obligations relating to the underlying Alternate Transaction Proposal.

7.12. Information Statement. As promptly as reasonably practicable following the date hereof, the Company shall distribute to the Former Securityholders the Information Statement relating to the action of the Company stockholders, by written consent in lieu of a meeting, to adopt this Agreement. The Information Statement shall be in a form reasonably acceptable to Parent and shall include the recommendation of the board of directors of the Company to the Former Securityholders in favor of adoption of this Agreement and approval of the Ancillary Agreements, the Merger and the other Transactions. No amendment or supplement to the Information Statement will be made by the Company without the prior written approval of Parent, such approval not to be unreasonably withheld, conditioned or delayed.

7.13. Waiver of Prepayment Notice. Promptly following the date hereof, the Company shall obtain a waiver of any requirement to deliver notice of prepayment under each Credit Agreement or any other Indebtedness of the Company or its Subsidiaries, as applicable.

7.14. Takeover Statutes. If any Takeover Statute is or may become applicable to the Merger or the other Transactions, the Company and its board of directors shall grant such approvals and take such actions as are necessary so that such Transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on such Transactions.

7.15. Governmental Entity Contacts. From the date hereof until Closing, the Company shall (a) promptly notify Parent in writing of all material developments relating to the Company Products or the OptiM Pivotal Trial in Melanoma, including all material developments relating to the Material Product and Trial Information, **[**]** or any other communications, filings or reports to be made with (or received from) the FDA, the EMA, any other Governmental Entity or Review Board relating to the Company Products or the OptiM Pivotal Trial in Melanoma; (b) promptly provide Parent with true and complete copies of all material correspondence, filings or reports to be made with (or that are received from) the FDA, the EMA, any other Governmental Entity or Review Board relating to the Company Products or the OptiM Pivotal Trial in Melanoma (including **[**]** all other material filings, reports, written correspondence, meeting minutes, records of contact, and other communications); (c) consult in advance with Parent with respect to **[**]** any other material correspondence, reports, filings or other documentation proposed to be made or provided by or on behalf of the Company or any of its Subsidiaries with the FDA, the EMA, any other Governmental Entity or Review Board relating to the Company Products or the OptiM Pivotal Trial in Melanoma (including by providing Parent with an advance copy thereof and a reasonable opportunity to review and provide comments thereon); (d) incorporate all reasonable comments made by Parent with respect thereto; and (e) to the extent requested by Parent and permitted by applicable Law, allow Parent to participate in any such discussions with any such Governmental Entities or Review Boards.

7.16. Management Incentive Plan. Parent shall pay, or cause the Surviving Corporation to pay all amounts required to be paid pursuant to the MIP, on the terms, and subject to the conditions, specified therein. Other than the amendments that do not adversely affect the MIP Participants, Parent shall not permit the Surviving Corporation to amend or terminate the MIP following the Closing except with the written agreement of the affected MIP Participants.

7.17. Completed Consideration Allocation Schedule. At least five (5) business days prior to the Closing, the Company and the Stockholders' Agent shall deliver to Parent a completed Consideration Allocation Schedule, certified by the Chief Executive Officer of the Company, that shall set forth a description true and accurate in all respects of the exact amounts payable in respect of the Transactions, including pursuant to the Escrow Agreement and the MIP, to the Former Securityholders, the MIP Participants, the Ordinary B Shareholders and the Loan Note Holders and that shall also reflect the adjustments to be made, pursuant to, and in accordance with, Section 5.1(a).

Parent and the Surviving Corporation are entitled to rely on the Consideration Allocation Schedule in making any payment or disbursement to any Person pursuant to this Agreement and in no event shall Parent or the Surviving Corporation or any of their respective Affiliates have any Liability to any Person (including the Stockholders' Agent and each of the Former Securityholders, the Ordinary B Shareholders and the Loan Note Holders) for the payment or disbursement by any Person (including Parent and the Surviving Corporation and their respective Affiliates and Representatives) in accordance with the Consideration Allocation Schedule, as updated from time to time in accordance with the terms of this Agreement.

7.18. Further Assurances. The parties shall cooperate and use their respective reasonable best efforts to execute any additional documents necessary to effect the Transactions.

ARTICLE VIII
Conditions

8.1. Conditions to Each Party' s Obligation. The respective obligation of each party to effect the Transactions is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

(a) Regulatory Consents. The waiting period applicable to the consummation of the Merger under the HSR Act shall have expired or been earlier terminated. All other competition, merger control and antitrust approvals or filings required by the applicable foreign antitrust Laws shall have been obtained, terminated or made, as the case may be.

(b) Injunctions. No court or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of any of the Transactions (collectively, an "Order") and no Governmental Entity shall have instituted any proceeding, and no other Person shall have instituted any proceeding reasonably likely to succeed on the legal and factual merits, seeking any such Order.

(c) Stockholder Approval. This Agreement shall have been duly adopted and the Merger and other Transactions contemplated by this Agreement shall have approved by Required Stockholder Vote in the manner set forth in Section 6.1(c).

8.2. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Transactions are also subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties of the Company. The representations and warranties of the Company set forth in this Agreement (without regard to materiality or Company Material Adverse Effect qualifiers contained therein) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties of the Company to be so true and correct, individually or in the aggregate, has not had or would not reasonably be expected to have a Company Material Adverse Effect; provided, however, the Company Fundamental Reps must be true and correct in all material respects. Parent shall have received at the Closing a certificate signed on behalf of the Company by an executive officer of the Company dated as of the Closing Date, certifying that the foregoing conditions have been satisfied.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed on behalf of the Company by an executive officer of the Company, dated as of the Closing Date, certifying that the foregoing conditions have been satisfied.

(c) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any state of facts, circumstance, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate, has had, or would reasonably be expected to have, a Company Material Adverse Effect.

(d) Consents Under Certain Contracts. The Company shall have obtained the consents or approvals set forth in Section 8.2(d) of the Company Disclosure Letter.

(e) Certain Employees. Each Key Employee shall have remained actively employed by the Company through the Effective Time, other than for reasons of death or permanent and total disability, and, to the Company' s Knowledge, no Key Employee shall have any intention not to honor such individual' s New Employment Agreement. In addition, no fewer than **[**]**% of the current employees of the Company listed in Section 8.2(e) of the Company Disclosure Letter shall be actively employed by the Company at the Effective Time, other than for reasons of death or permanent and total disability; provided, however, that if any such named individual voluntarily leaves the employ of the Company, the Company may hire a replacement employee that is reasonably acceptable to Parent. Permanent and total disability shall have the meaning of Section 22(e)(3) of the Code and must be certified by (i) the United States Social Security Administration, for US employees and Key Employees, (ii) the comparable governmental authority, for UK employees and Key Employees, (iii) such other body having the

relevant decision-making power, for UK employees and Key Employees, or (iv) an independent medical advisor appointed by Parent in its sole discretion, as applicable, in any such case.

(f) Appraisal Rights. Not more than **[**]**% of the outstanding shares of the Company Capital Stock (on an as-converted basis) shall constitute Dissenting Shares.

(g) Escrow Agreement. The Escrow Agreement shall have been duly executed and delivered by each of Escrow Agent and the Stockholders' Agent.

(h) Payoff Letters. Contemporaneously with the Closing, the Company shall have delivered to Parent the documents referred to in Section 3.1(b) of this Agreement.

(i) Merger Certificate. The Delaware Certificate of Merger shall have been duly filed with the Secretary of State of the State of Delaware for the Merger, in such form as required by the relevant provisions of the DGCL.

(j) 280G Stockholder Vote. The 280G Stockholder Vote shall have occurred and any payments which could reasonably be expected to be nondeductible under Section 280G of the Code have been irrevocably waived by each of the applicable Disqualified Individuals and either approved or disapproved in the 280G Stockholder Vote.

(k) Legal Opinions. Parent shall have received from Wilmer Cutler Pickering Hale and Dorr LLP, on behalf of the Company and UK Sub, legal opinions substantially in the form set forth in Annex D-1 and Annex D-2, respectively.

(l) Additional Matter. The condition set forth in Section 8.2(l) of the Company Disclosure Letter shall have been satisfied.

(m) Certain Actions. (i) The Company and UK Sub shall have (a) effected the UK Sub Conversion pursuant to the Loan Note Instruments; the Exchange Agreement and the Letter of Instruction; and (b) exercised the Company' s call option over each outstanding Ordinary B Share in exchange for GBP 0.10 pursuant to the Exchange Agreement and (ii) each Ordinary B Shareholder and Loan Note Holder shall have delivered all original certificates and notes representing all issued and outstanding Ordinary B Shares and Loan Notes to the Company (or indemnities in respect thereof in a form reasonably satisfactory to Parent), duly and validly endorsed for transfer and assignment, free and clear of all Liens.

(n) Adjusted Closing Consideration. The Company shall have complied with its obligations under Section 5.1(a) within the time periods specified therein.

(o) Support Agreements. Each Company Voting Stockholder and each Ordinary B Shareholder and Loan Note Holder shall have executed the Support Agreement and such Support Agreement and all of the proxies, consents and other documents delivered pursuant thereto, as applicable, shall remain in full force and effect pursuant to their respective terms, and no breaches thereof by any party thereto shall have occurred.

(p) Updated Consideration Allocation Schedule. The Company and Stockholders' Agent shall have delivered to Parent the Consideration Allocation Schedule according to Section 7.16.

(q) Delivery Obligations. The Company shall have complied with its delivery obligations under Article III.

8.3. Conditions to Obligation of the Company. The obligation of the Company to effect the Transactions is also subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. The representations and warranties of Parent set forth in this Agreement (without regard to materiality qualifiers contained therein) shall be true and correct as of the date of this Agreement and as of the Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date), except where the failure of such representations and warranties of Parent to be so true and correct, individually or in the aggregate, has not or could not reasonably be expected to result in a Parent Material Adverse Effect; provided, however, the Parent Fundamental Reps must be true and correct in all material respects. The Company shall have received at the Closing a certificate signed on behalf of Parent by an executive officer of Parent as of the Closing Date, certifying that the foregoing conditions have been satisfied.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date, and the Company shall have received a certificate signed on behalf of Parent and Merger Sub by an executive officer of Parent as of the Closing Date, certifying that the foregoing conditions have been satisfied.

(c) Merger Certificate. The Delaware Certificate of Merger shall have been duly filed with the Secretary of State of the State of Delaware for the Merger, in such form as required by the relevant provisions of the DGCL.

(d) Escrow Agreement. The Escrow Agreement shall have been duly executed and delivered by Parent and Escrow Agent.

ARTICLE IX
Termination

9.1. Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Effective Time, by mutual written consent of the Company and Parent.

9.2. Termination by Either Parent or the Company. This Agreement may be terminated at any time prior to the Effective Time by either Parent or the Company if (a) the Transactions shall not have been consummated by April 30, 2011; provided, however, that if Parent determines that additional time is necessary in order to forestall any action to restrain, enjoin or prohibit the Transactions by any Governmental Entity, the Termination Date may be extended by Parent to a date not beyond May 31, 2011 (the "Termination Date"), or (b) any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable; provided that the right to terminate this Agreement pursuant to this Section 9.2 shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the occurrence of the failure of a condition to the consummation of the Transactions.

9.3. Termination by the Company. This Agreement may be terminated by the Company if there has been a breach of any representation, warranty, covenant or agreement made by Parent or Merger Sub in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 8.3(a) or 8.3(b) would not be satisfied, and such breach or condition is not curable or, if curable, is not cured within the earlier of (a) 30 days after written notice thereof is given by the Company to Parent and (b) the Termination Date.

9.4. Termination by Parent. This Agreement may be terminated at any time prior to the Effective Time by Parent if (a) there has been a breach of any representation, warranty, covenant or agreement made by the Company in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 8.2 would not be satisfied, and such breach or condition is not curable or, if curable, is not cured within the earlier of (i) 30 days after written notice thereof is given by Parent to the Company and (ii) the Termination Date, or (b) the Required Stockholder Vote shall not have been obtained or the Support Agreement shall not have been executed by each Company Voting Stockholder immediately following the execution of this Agreement on the date hereof.

9.5. Effect of Termination. In the event of termination of this Agreement pursuant to this Article IX, this Agreement shall become void and of no effect with no Liability to any Person on the part of any party hereto (or of any of its Representatives or Affiliates); provided, however, and notwithstanding anything in the foregoing to the contrary, that (a) no such termination shall relieve any party hereto or

their Representatives or Affiliates of any Liability to the other parties hereto resulting from any fraud or intentional breach of this Agreement and (b) the provisions set forth in this Section 9.5 (Effect of Termination), Article XII (Miscellaneous and General) and Sections 7.4 (Publicity; Confidentiality) and 7.8 (Expenses) (and any related definitional provisions set forth in Article I) shall survive the termination of this Agreement. The Confidentiality Agreement and the Exclusivity Agreement shall be affected by the termination of this Agreement in accordance with their respective terms (including with respect to any prior breaches thereof).

ARTICLE X
Contingent Payment and Indemnification

10.1. Contingent Payments.

(a) Milestones.

(i) **[**]** following the Filing of the first BLA by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees for OncoVEX^{GM-CSF} in the United States for **[**]** that is primarily based on **[**]** (the "BLA Filing Milestone"), Parent shall notify the Stockholders' Agent that the BLA Filing Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "BLA Filing Milestone Payment").

(ii) In the event that the Surviving Corporation, Parent or their respective Affiliates or sublicensees receives Full Marketing Approval in the United States, then **[**]** following the first Commercial Sale of OncoVEX^{GM-CSF} by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States for **[**]** (the "US Initial Sale Milestone"), Parent shall notify the Stockholders' Agent that the US Initial Sale Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "US Initial Sale Milestone Payment"). Notwithstanding the foregoing, in the event that the Surviving Corporation, Parent or their respective Affiliates or sublicensees first receives Limited Marketing Approval in the United States, then the US Initial Sale Milestone Payment shall no longer be payable, and in lieu thereof the Former

Securityholders shall have the right to receive only the following payments, subject to the terms and conditions hereof:

(A) if the $**[**]** US Net Sales Milestone is satisfied with respect to either the **[**]** or **[**]** full calendar year immediately following the first Commercial Sale of OncoVEX^{GM-CSF} by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States (the $**[**]** Early US Net Sales Milestone"), then within **[**]**, Parent shall notify the Stockholders' Agent that the $**[**]** Early US Net Sales Milestone has been satisfied, and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Early US Net Sales Milestone Payment"); provided, however, that notwithstanding the foregoing, the $**[**]** Early US Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year in which the $**[**]** Early US Net Sales Milestone is satisfied, (2) not be paid together with, and preclude, the $**[**]** Late US Net Sales Milestone Payment and (3) terminate on, and no longer be due or payable after, the last calendar day of the **[**]** calendar year following the Closing;

(B) if the $**[**]** Early US Net Sales Milestone has not been satisfied, but the $**[**]** US Net Sales Milestone is satisfied with respect to any one of the **[**]**, **[**]** or **[**]** full calendar years immediately following the first Commercial Sale of OncoVEX^{GM-CSF} by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States (the "$**[**]** Late US Net Sales Milestone"), then within **[**]**, Parent shall notify the Stockholders' Agent that the $**[**]** Late US Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Late US Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Late US Net Sales Milestone Payment shall (1) be paid one time only in respect of the first applicable calendar year to occur in which the $**[**]** Late US Net Sales Milestone is satisfied, (2) not be payable together with, and shall preclude, the $**[**]** Early US Net Sales Milestone Payment and (3) terminate on, and no longer be due or payable after, the last calendar day of the **[**]** calendar year following the Closing;

(C) if (1) the $**[**]** Early US Net Sales Milestone has been satisfied and (2) the $**[**]** US Net Sales Milestone is satisfied in respect of the same or any subsequent full calendar year during the first **[**]** full calendar years immediately following the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States (the "$**[**]** Early US Net Sales Milestone"), then within **[**]**, Parent shall notify the Stockholders' Agent that the $**[**]** Early US Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Early US Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Early US Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year to occur in which the $**[**]** Early US Net Sales Milestone is satisfied, (2) not be payable together with, and preclude, the $**[**]** Late US Net Sales Milestone Payment and (3) terminate on, and no longer be due or payable after, the last calendar day of the **[**]** calendar year following the Closing; and

(D) if (1) the $**[**]** Early US Net Sales Milestone has not been satisfied and (2) the $**[**]** US Net Sales Milestone has been satisfied with respect to any one of the first **[**]** full calendar years immediately following the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the United States (the "$**[**]** Late US Net Sales Milestone"), then within **[**]**, Parent shall notify the Stockholders' Agent that the $**[**]** Late US Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Late US Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Late US Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year to occur in which the $**[**]** Late US Net Sales Milestone is satisfied, (2) not be payable together with, and preclude, the $**[**]** Early US Net Sales Milestone Payment and (3) terminate on, and no longer be due or payable after, the last calendar day of the **[**]** calendar year following the Closing.

(iii) In the event that the Surviving Corporation, Parent or their respective Affiliates or sublicensees receives Full Marketing Approval in the

European Union, then **[**]** following the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union for melanoma (the "EU Initial Sale Milestone"), Parent shall notify the Stockholders' Agent that the EU Initial Sale Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent's election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "EU Initial Sale Milestone Payment"). Notwithstanding the foregoing, in the event that the Surviving Corporation, Parent or their respective Affiliates or sublicensees first receives Limited Marketing Approval in the European Union, then the EU Initial Sale Milestone Payment shall no longer be payable, and in lieu thereof the Former Securityholders shall have the right to receive only the following payments, subject to the terms and conditions thereof:

(A) if the $**[**]** EU Net Sales Milestone is satisfied with respect to either the **[**]** or **[**]** full calendar year immediately following the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union (the "$**[**]** Early EU Net Sales Milestone"), then within 45 calendar days following the end of such calendar year, Parent shall notify the Stockholders' Agent that the $**[**]** Early EU Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent's election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Early EU Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Early EU Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year to occur in which the $**[**]** Early EU Net Sales Milestone is satisfied, (2) not be paid together with, and preclude, the $**[**]** Late EU Net Sales Milestone Payment and (3) terminate on, and no longer be payable after, the last calendar day of the **[**]** calendar year following the Closing;

(B) if the $**[**]** Early EU Net Sales Milestone has not been satisfied, but the $**[**]** EU Net Sales Milestone is satisfied with respect to any one of the **[**]**, **[**]** or **[**]** full calendar years immediately following the first Commercial Sale of OncoVEXGM-CSF by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union (the $**[**]** Late EU Net Sales Milestone"), then within 45 calendar days

following the end of such calendar year, Parent shall notify the Stockholders' Agent that the $**[**]** Late EU Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Late EU Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Late EU Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year to occur in which the $**[**]** Late EU Net Sales Milestone is satisfied, (2) not be payable together with, and preclude, the $**[**]** Early EU Net Sales Milestone Payment and (3) terminate on, and no longer be payable after, the last calendar day of the **[**]** calendar year following the Closing;

(C) if (1) the $**[**]** Early EU Net Sales Milestone has been satisfied and (2) the $**[**]** EU Net Sales Milestone is satisfied in respect of the same or any subsequent full calendar year during the first **[**]** full calendar years immediately following the first Commercial Sale of OncoVEX$^{GM\text{-}CSF}$ by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union (the "$**[**]** Early EU Net Sales Milestone"), then within 45 calendar days following the end of such calendar year, Parent shall notify the Stockholders' Agent that the $**[**]** Early EU Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Early EU Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Early EU Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first applicable calendar year to occur in which the $**[**]** Early EU Net Sales Milestone is satisfied, (2) not be payable together with, and preclude, the $**[**]** Late EU Net Sales Milestone Payment and (3) terminate on, and no longer be payable after, the last calendar day of the **[**]** calendar year following the Closing; and

(D) if (1) the $**[**]** Early EU Net Sales Milestone has not been satisfied, and (2) the $**[**]** EU Net Sales Milestone has been satisfied with respect to any one of the first **[**]** full calendar years immediately following the first Commercial Sale of OncoVEX$^{GM\text{-}CSF}$ by or on behalf of the Surviving Corporation, Parent or their respective Affiliates or sublicensees in the European Union (the "$**[**]** Late EU Net Sales Milestone") has been satisfied, then within

45 calendar days following the end of such calendar year, Parent shall notify the Stockholders' Agent that the $**[**]** Late EU Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Late EU Net Sales Milestone Payment"); provided, however, that, notwithstanding the foregoing, the $**[**]** Late EU Net Sales Milestone Payment shall (1) be paid one time only, in respect of the first calendar year to occur in which the $**[**]** Late EU Net Sales Milestone is satisfied, (2) not be payable together with, and preclude, the $**[**]** Early EU Net Sales Milestone Payment and (3) terminate on, and no longer be payable after, the last calendar day of the **[**]** calendar year following the Closing.

(iv) **[**]** following the end of the first calendar year in which worldwide Net Sales of OncoVEX^{GM-CSF} in a single calendar year exceeded $**[**]** (the "$**[**]** Net Sales Milestone"), Parent shall notify the Stockholders' Agent that the $**[**]** Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Net Sales Milestone Payment").

(v) **[**]** following the end of the first calendar year in which worldwide Net Sales of OncoVEX^{GM-CSF} in a single calendar year exceeded $**[**]** (the "$**[**]** Net Sales Milestone"), Parent shall notify the Stockholders' Agent that the $**[**]** Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to Parent' s election pursuant to Section 4.3(b) in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Net Sales Milestone Payment").

(vi) Within 45 calendar days following the end of the first calendar year in which worldwide Net Sales of OncoVEX^{GM-CSF} in a single calendar year exceeded $**[**]** (the "$**[**]** Net Sales Milestone"), Parent shall notify the Stockholders' Agent that the $**[**]** Net Sales Milestone has been satisfied and Parent shall pay or cause to be paid to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (subject to

Parent' s election pursuant to Section 4.3(b)in the case of payments to Former Optionholders) **[**]** ($**[**]**) less the portion of such amount, if any, attributable to Dissenting Shares, as such amount may be adjusted pursuant to Section 10.1(b)(iii) (such amount, as so adjusted, the "$**[**]** Net Sales Milestone Payment").

(vii) Notwithstanding any other provision of this Agreement, and for the avoidance of doubt, none of the Milestone payments shall be payable more than one time. With respect to the Milestones set forth in subsections (ii)(A)-(D), (iii)(A)-(D), (iv), (v) and (vi) (the "Commercial Sale Milestones"), the payments set forth in such subsections shall be payable following the end of the first calendar year in which the respective Milestone is satisfied; accordingly, the parties acknowledge that more than one of such Milestones may be payable with respect to a particular calendar year (for example, if worldwide Net Sales of OncoVEX^{GM-CSF} exceed $**[**]** for the first time in a particular calendar year and also exceed $**[**]** for the first time in the same calendar year, then the Milestones payable under both subsection (iv) and subsection (v) shall be payable for such calendar year).

(viii) For the avoidance of doubt, in no event shall Parent be obligated to make aggregate Contingent Payments in an aggregated amount in excess of $575,000,000.

(b) General.

(i) No Obligations. Following the Closing, Parent and its Affiliates shall have the right, in their sole and absolute discretion, to direct and control the development, manufacture and commercialization of OncoVEX^{GM-CSF} in all respects, including the determination to test, develop, pursue, market, make any regulatory filings, including any BLA filing, or seek any regulatory approvals, including any marketing approvals in the United States or the European Union, with respect to, or make any strategic product portfolio decisions affecting, OncoVEX^{GM-CSF}. None of this Agreement, any Ancillary Agreements or any other fact, circumstance or matter relating hereto or thereto (including the process of negotiation, execution and implementation hereof or thereof) shall be construed to impose upon Parent or any of its Affiliates any express or implied obligation, duty or expectation to test, develop, pursue, market, make any regulatory filings or seek any regulatory approvals with respect to, or otherwise advance OncoVEX^{GM-CSF}.

(ii) Payment Procedures. As promptly as practicable following the earlier of (x) the notice that the first Milestone has been met and (y) 30 days prior to the Final Release Date, the Stockholders' Agent shall engage a nationally recognized institution of good repute reasonably acceptable to Parent to act as a

paying agent (the "Milestones and Indemnity Escrow Payout Agent"). Subject to Parent's election pursuant to Section 4.3(b), promptly following the payment of a Contingent Payment to the Milestones and Indemnity Escrow Payout Agent, the Stockholders' Agent shall direct the Milestones and Indemnity Escrow Payout Agent to pay to each applicable Former Securityholder, by wire transfer of immediately available funds (or by check, as reasonably directed by such Person), such Person's Pro Rata Portion of such Contingent Payment (after giving effect to any required withholding as provided in Section 4.2(g) not otherwise deducted and withheld by Parent pursuant to Section 10.1(b)(iii)(A)) pursuant to the updated Consideration Allocation Schedule delivered to Parent in accordance with Section 10.3(d). Irrespective of any of its actions pursuant to Section 10.3(d) hereof, Parent shall have no obligation to any Former Securityholder in respect of such Person's Pro Rata Portion of any Contingent Payment other than the obligation to make the aggregate payments specified in Section 10.1(a) to the Milestones and Indemnity Escrow Payout Agent as directed by the Stockholders' Agent, or, in the case of payments to the Former Optionholders, through other means at Parent's election pursuant to Section 4.3(b), and upon such payment of such amounts, all of Parent's obligations with respect thereto shall be satisfied and discharged in full. Following such payment by Parent to the Milestones and Indemnity Escrow Payout Agent, or, in the case of payments to the Former Optionholders, through other means at Parent's election pursuant to Section 4.3(b), each Former Securityholder shall look only to the Stockholders' Agent, the Milestones and Indemnity Escrow Payout Agent or, in the case of payments to the Former Optionholders, through other means at Parent's election pursuant to Section 4.3(b), to receive such Person's Pro Rata Portion of any Contingent Payment pursuant to Section 10.1(a). The right of the Former Securityholders to receive their respective Pro Rata Portions of the Contingent Payments shall not be evidenced by any form of certificate or instrument. The right of any Former Securityholder to receive such Person's Pro Rata Portion of any Contingent Payment shall not be assignable or transferable except by will, the Laws of intestacy, other operation of Law, or a Permitted Disposition if such Former Securityholder is a partnership or a limited liability company, to one or more partners or members of such Former Securityholder or to one or more Affiliates of such Former Securityholder (provided that written notice of such assignment and transfer shall be promptly delivered to each of Parent and the Stockholders' Agent by transferor or assignor, which notice shall expressly set forth the transferor or assignor and the transferee or assignee, the securities, instruments or rights to which such transfer or assignment related and the effective date of such transfer and, provided, further, that as a condition to such transfer or assignment, the parties to such transfer or assignment shall agree to provide to each of Parent and the Stockholders' Agent, at their respective request, any additional evidence of the transfer or assignment that it may reasonably request) and neither Parent, the Surviving Corporation nor the Stockholders' Agent shall give effect to any purported assignment or transfer made in contravention of this sentence. For

purposes of this Agreement, "Permitted Disposition" means a transfer to a third party approved in writing in advance by Parent, such approval not to be unreasonably withheld; provided that notwithstanding anything set forth in this Agreement, Parent shall have no obligation to consent to any such transfer if such transfer cannot, individually and/or taken together with any prior transfer and any potential future transfers and other facts and circumstances, be accomplished in a transaction that is, in Parent' s judgment, exempt from registration and qualification under, and/or result in any other adverse consequences under, U.S. federal and state securities laws or any other Law or would have an adverse Tax impact or any other adverse impact of any nature on Parent or its Affiliates (including the Surviving Corporation).

(iii) Adjustments.

(A) In addition, any Contingent Payment that is payable following the completion of a Milestone shall be automatically reduced by the aggregate amount of (1) any amounts Parent is required to deduct or withhold with respect to the making of such payment under applicable Law (including, without limitation, with respect to any Taxes, Transfer Tax, Transaction Taxes and other amounts); (2) the New Issuance Cost; (3) any UK employer' s national insurance payable by UK Sub in respect of payments under this Section 10.1 to Former Securityholders; (4) subject to Section 10.2(b)(ii), (I) the aggregate Contingent Payments Irrevocable Adjustments outstanding at the relevant time and (II) the aggregate Contingent Payments Adjustment Outstanding Reserves at the relevant time and (5) any Stockholders' Agent' s Costs payable under Section 10.3(b), in each case, not otherwise deducted from the Up-Front Payment, Indemnity Escrowed Cash or any prior Contingent Payment (for the avoidance of doubt, to the extent that the amount of a particular Contingent Payment is insufficient to offset any Parent Claim (as defined below), the undeducted excess of such amounts shall be carried forward and deducted from the next Contingent Payments in the manner provided herein) (the amounts subject to clauses (4) and (5), together, the "Parent Claims"); for the avoidance of doubt, the amounts set forth in this Section 10.1(b)(iii) shall not be subject to the Basket Amount set forth in Section 10.2(b) of this Agreement.

(B) Subject to 10.2(b)(ii), within 30 business days following the final determination in accordance with Article XI of this Agreement of the Contingent Payments Adjustment Outstanding Reserves for which a Contingent Payment was reduced pursuant to Section 10.1(b)(iii), if the final determination of claims with respect to such Contingent Payments Adjustment Outstanding Reserves is less than the amount by which the Contingent Payment was reduced, Parent shall pay or cause to be paid the applicable difference to the Milestones and Indemnity Escrow Payout Agent in the manner set forth in Section 10.2(b)(i) (less any amounts set forth in Section 10.1(b)(iii) above and subject to Parent' s

election pursuant to Section 4.3(b) in the case of payments to Former Optionholders). In the event that the final determination of claims with respect to such outstanding Contingent Payments Adjustment Outstanding Reserves is more than the amount by which the Contingent Payment was reduced, the difference shall be carried forward and deducted from the next Contingent Payments in the manner provided herein.

(C) With respect to any Contingent Payment that becomes payable following **[**]** of the Closing Date, if such Contingent Payment is due to be adjusted by the amounts set forth above in Section 10.1(b)(iii)(A)(4), (1) the FCPI Holders, as of such time, shall receive their respective Pro Rata Portions of such Contingent Payment adjusted by the amounts set forth in Sections 10.1(b)(iii)(A)(1), (2), (3) and (5), and (2) the remaining balance shall first be reduced by the amounts set forth above in Section 10.1(b)(iii)(A)(4) and, then, such difference shall be distributed to the remaining Former Securityholders, as of such time, based on their respective Remaining Pro Rata Portion. For purposes of this Agreement: (1) "FCPI Holder" means a Former Securityholder that is organized and qualified as an "FCPI" (*fonds communs de placement dans l' innovation*) under French law, and (2) "Remaining Pro Rata Portion" means, with respect to any Former Securityholder other than an FCPI Holder, the fraction having: (a) a numerator equal to the sum of: (i) the aggregate number of shares of Company Common Stock into which all shares of Series G Preferred Stock, which for purposes hereof shall include all shares of Series G Preferred Stock underlying each Series G Warrant held (or deemed to be held) by such Former Securityholder immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (ii) the aggregate number of shares of Company Common Stock into which all shares of Series E Preferred Stock, which for purposes hereof shall include all shares of Series E Preferred Stock underlying each Series E Warrant, held (or deemed to be held) by such Former Securityholder immediately prior to the Effective Time, are (or if issued would be) convertible pursuant to the Certificate of Incorporation; (iii) the aggregate number of shares of Company Common Stock (regardless whether vested or unvested) issuable pursuant to all Company Options held by such Former Securityholder immediately prior to the Effective Time and (iv) all shares of Company Common Stock held by such Former Securityholder as of the Effective Time, excluding for purposes of the calculation (except to the extent expressly provided in this Agreement), in each case, for the avoidance of doubt, all dividend and interest entitlements and accruals thereto; and (b) a denominator equal to the Aggregate Participating Shares held by all Former Securityholders other than the FCPI Holders.

(iv) Reporting; Miscellaneous.

(A) If any Milestone occurs prior to the Closing, (1) Parent shall not be obligated to make any Contingent Payment unless the Effective Time occurs, and (2) the related Contingent Payment will be payable within 45 calendar days following the Effective Time and otherwise subject to the other applicable terms of this Agreement.

(B) Parent shall cause the Surviving Corporation to keep complete, true and accurate books of accounts and records for the purpose of determining the amounts payable to the Former Securityholders pursuant to Sections 10.1(a)(ii) through 10.1(a)(vi). Such books and records shall be kept for at least three (3) years following the end of the calendar quarter to which they pertain.

(C) Until the earlier of (x) the achievement of the first Commercial Sale of OncoVEX GM-CSF in the United States or (y) the **[**]** anniversary of the Closing, Parent shall provide the Stockholders' Representative, within sixty days following January 1st and July 1st of each calendar year, with a semiannual report of the current status of the OncoVEX GM-CSF program in terms of obtaining marketing approval in the United States and the EU.

(D) Commencing upon the first Commercial Sale and until the earlier of (1) the achievement of all Milestones and (2) the **[**]** anniversary of the Closing, Parent shall furnish the Stockholders' Representative with an annual report of Net Sales of OncoVEXGM-CSF within sixty days after the end of each calendar year. Such reports shall include only the aggregate figure for each of (1) the Net Sales during such calendar year and (2) the aggregate estimated "gross to net" adjustments for such calendar year pursuant to the definition of Net Sales set forth herein. For avoidance of doubt, in connection with the foregoing, the report of Net Sales of OncoVEXGM-CSF will include only the aggregate figure for each of (I) total calendar year worldwide gross sales, (II) total calendar year worldwide adjustments pursuant to the definition of Net Sales set forth herein and (III) total calendar year worldwide Net Sales.

(E) Commencing on the first Commercial Sale, on not less than thirty (30) calendar days' prior written notice, Parent shall permit an independent, certified public accountant selected by the Stockholders' Agent and reasonably acceptable to Parent, which acceptance will not be unreasonably withheld, conditioned or delayed (for the purposes of this Section 10.1(b)(iv)(E), the "Auditor"), to audit or inspect those books or records of the Surviving Corporation that relate to Net Sales and are necessary to audit or inspect, for the sole purpose of verifying whether or not any of the Commercial Sale Milestones, which have not previously been paid, have been satisfied. The Auditor will disclose to the Stockholders' Agent only whether or not the applicable Commercial Sale Milestone was met. Such inspections may be made no more

than once each calendar year and during normal business hours and shall not be available to the extent that Parent has otherwise included in its filings with the SEC or other public disclosures information sufficient to enable the Stockholders' Agent to make the determination without such an audit. Such records for any particular calendar quarter shall be subject to no more than one inspection. The Auditor shall be obligated to execute a confidentiality agreement in form and substance satisfactory to Parent prior to commencing any such inspection. Inspections conducted under this Section 10.1(b)(iv)(E) shall be at the expense of the Stockholders' Agent; provided, however, that if any such inspection reveals and, to the extent there is a dispute over such finding, any court of competent jurisdiction finally determines, that a Commercial Sale Milestone has in fact been achieved, the costs thereof shall be borne by Parent. The Stockholders' Agent and the Auditor shall conduct any such inspection in a manner that minimizes disruption of Parent' s and the Surviving Corporation' s normal business activities.

(F) Notwithstanding anything to the contrary, in no event shall the aggregate amounts payable to the Former Securityholders in respect of a Contingent Payment set forth in each of Sections 10.1(a)(i) to 10.1(a)(vi) exceed the maximum amount payable pursuant to each such Contingent Payment.

(G) Each of the Contingent Payments set forth in Sections 10.1(a)(i) to 10.1(a)(vi) to former holders of Company Options pursuant to Section 4.3 shall be deemed a separate payment for purposes of Section 409A of the Code.

(H) For purposes of determining whether any Milestone has been met, the parties agree that Parent shall use its prevailing applicable foreign currency conversion and other accounting policies; provided that such conversion and other policies shall be in accordance with GAAP or, if Parent is then using IFRS or another nationally or internationally recognized set of generally accepted accounting principles, such other standard.

(c) Consummation of OncoVEXGM-CSF Product Line Sale.

(i) During the period beginning at the Effective Time and ending on the date on which the $**[**]** Net Sales Milestone Payment is delivered by Parent to the Milestones and Indemnity Escrow Payout Agent for the benefit of the applicable Former Securityholders (the "Covered Period"), Parent and its Affiliates (including the Surviving Corporation and its Subsidiaries) may not directly or indirectly consummate an OncoVEXGM-CSF Product Line Sale unless (A) Parent and its Affiliates (including the Surviving Corporation) make proper provision so that such acquiror assumes and succeeds to the obligations of Parent and its Affiliates (including the Surviving Corporation) set forth in this Section 10.1 (as if such acquirer were Parent for purposes of the definition of Net Sales

and the obligations set forth in this Section 10.1); (B) prior to or simultaneously with the consummation of such OncoVEX^{GM-CSF} Product Line Sale, such acquirer delivers to the Stockholders' Agent an instrument of assumption for the benefit of the Former Securityholders effecting the assumption and succession described in the foregoing clause (A); and (C) **[**]**.

(ii) "OncoVEX^{GM-CSF} Product Line Sale" means (A) a merger, dissolution, liquidation or consolidation of the Surviving Corporation or any of its Subsidiaries with or into another Person who is not an Affiliate of Parent, directly or indirectly or (B) a sale, conveyance, transfer or other disposition of the assets and properties or all of the capital stock of the Surviving Corporation or any of its Subsidiaries (other than a license granted pursuant to paragraph (d) below) to any third party who is not an Affiliate of Parent, that includes all or substantially all of the United States or European Union rights covering OncoVEX^{GM-CSF} (including any regulatory approvals and Company IP), other than, for the avoidance of doubt, (x) sales of units of OncoVEX^{GM-CSF} product in the ordinary course of business or (y) a direct or indirect change of control of Parent.

(d) Conditions to Licensing and Sublicensing. If, during the Covered Period, Parent or any of its Affiliates (including the Surviving Corporation and its Subsidiaries) grants, directly or indirectly, an exclusive license or exclusive sublicense under the Company IP to any third party that is not an Affiliate of Parent with respect to the development and/or commercialization of OncoVEX^{GM-CSF} in the United States or any member state of the European Union, and, as a result of such exclusive arrangement, Parent does not have final decision making authority regarding the development (if such arrangement covers development of OncoVEX^{GM-CSF}) and/or commercialization (if such arrangement covers commercialization of OncoVEX^{GM-CSF}) of OncoVEX^{GM-CSF} (it being understood that contract manufacturing, contract sales organization, material transfer, clinical trial site, contract research organization, distribution (with respect to relationships with wholesalers) and co-promotion arrangements shall not be covered by this definition) (each a "Commercial Sublicense"), then:

(i) any such Commercial Sublicense shall contain provisions requiring the licensee, sublicensee or other recipient of rights to: (A) deliver to Parent the information required by Parent to prepare and deliver the reports and other information set forth in Section 10.1(b)(iv) (Reporting; Miscellaneous); (B) keep accounts of all Net Sales of OncoVEX^{GM-CSF}, and deliver to Parent the information required by Parent to calculate Net Sales of OncoVEX^{GM-CSF} hereunder and deliver to the Stockholders' Agent the written statements required by Section 10.1(b)(iv) (Reporting; Miscellaneous); and (C) provide Parent with the right to request access for an Auditor to the records of such licensee, sublicensee or other recipient on terms similar to those required by Section 10.1(b)(iv) (Reporting; Miscellaneous) so that Parent can comply with Section 10.1(b)(iv); and

(ii) Parent shall deliver to the Stockholders' Agent a copy of such definitive agreement, which may be reasonably redacted (other than with respect to reporting and audit matters necessary to effectuate the provisions of Section 10.1(b)(iv) (Reporting; Miscellaneous)), within thirty calendar days of the execution thereof.

10.2. Indemnification.

(a) Survival. The representations and warranties of the parties contained in this Agreement shall survive the Effective Time for the periods set forth in this Section 10.2(a). All representations and warranties contained in this Agreement and all claims with respect thereto shall terminate upon the expiration of **[**]** after the Closing Date (or the immediately following business day if such day is not a business day); provided that (i) the Parent Fundamental Reps and Company Fundamental Reps shall survive indefinitely (provided, however, that with respect to the liability of the FCPI Holders under Section 10.2(b), the Company Fundamental Reps shall survive for a period of ten (10) years after the Closing Date and this shall result in the consequences set forth in Section 10.1(b)(iii)(C)), (ii) the representations and warranties contained in Section 6.1(r) (Product and Clinical Trial Disclosures) shall terminate on **[**]**; and (iii) the representations and warranties contained in Sections 6.1(n) (Taxes) and the agreements of the Company and Parent contained in Section 7.10 (Tax Matters) shall terminate on the date that is six months after the expiration of all statutes of limitations governing the respective matters set forth therein. This Article X and the agreements of the parties contained in Article IV, Article V, Article XI, and Article XII and Sections 7.4 (Publicity; Confidentiality), 7.7 (Employee Benefits), 7.8 (Expenses), 7.9 (Indemnification; Directors' and Officers' Insurance), 7.10 (Tax Matters) and 7.18 (Further Assurances) (and any related definitional provisions set forth in Article I) shall survive the Closing. Any claim for any breach of any covenants or other obligations prior to the Closing shall survive the Closing. The Confidentiality Agreement and the Exclusivity Agreement shall not survive the Closing, except with respect to any prior breaches thereof.

(b) Indemnification by Former Securityholders and MIP Participants.

(i) In addition, and without limitation, to the matters set forth in Sections 7.10 and 12.10, from and after the Closing, each Parent Indemnified Party shall be indemnified, reimbursed and held harmless, without duplication of Losses, by the Former Securityholders and MIP Participants, by means of, at Parent' s sole option, deductions from the Total Escrowed Cash and/or adjustments of the Contingent Payments (pursuant to Section 10.1(b)(iii) and Article XI of this Agreement and as set forth below), and subject to the provisions of this Section 10.2, from and against any and all Losses asserted against, suffered, sustained, accrued or incurred by such Parent Indemnified Party or by UK Sub in connection with, arising out of or resulting from:

(A) any breach or inaccuracy of any representation or warranty of the Company contained in this Agreement;

(B) any failure to perform any covenant or obligation of the Company, UK Sub, any of its other Subsidiaries or the Stockholders' Agent contained in this Agreement; and

(C) any errors, misstatements or inaccuracies contained in, or omissions from, the Consideration Allocation Schedule (as delivered according to Section 7.16 or updated at any time thereafter) or in respect of any payments made by Parent or the Stockholders' Agent pursuant thereto;

(D) any other breach, act or non-performance by or on behalf of the Stockholders' Agent or the Milestones and Indemnity Escrow Payout Agent (including, without limitation, in connection with Section 10.3(d) hereof) or breach of the applicable confidentiality restrictions by the Auditor, including, without limitation, the failure of the Stockholders' Agent, the Milestones and Indemnity Escrow Payout Agent or any other Person acting on their behalf or at their direction to correctly distribute any monies received by it hereunder on behalf of the Former Securityholders, make all appropriate withholdings, including in respect of Taxes, Transaction Taxes, Transfer Taxes and other amounts, under applicable Law and/or comply with Section 10.3(d) or any other provision hereof;

(E) issuance of the Merger Loan Notes; and

(F) any United Kingdom employer national insurance contributions payable by UK Sub on or in respect of the Company Option Closing Payments or any Contingent Payment.

(ii) Notwithstanding anything herein to the contrary, the aggregate amount that may be recovered by Parent by means of adjustments of the Contingent Payments in respect of any Losses in respect of Section 10.2(b)(i)(A) (other than those that relate to Section 6.1(a) (Organization, Good Standing and Qualification), 6.1(b) (Capital Structure), 6.1(c) (Corporate Authority and Approval) and 6.1(d)(ii) (No Violations), which shall be subject to offset against 100% of the Contingent Payments), shall not exceed $**[**]** (without limitation to its access to the Total Escrowed Cash hereunder).

(iii) Notwithstanding anything herein to the contrary, the Former Securityholders and MIP Participants shall not be liable to any Parent Indemnified Party for any Losses in respect of Section 10.2(b)(i)(A) (other than those that relate to Company Fundamental Reps) unless such Losses exceed an amount equal to $**[**]** in the aggregate (the "Basket Amount"); it being understood that, when such Losses exceed the Basket Amount, the Former Securityholders and

MIP Participants shall be liable to the Parent Indemnified Party(ies) only for such Losses as are in excess of the Basket Amount.

(iv) For the avoidance of doubt, notwithstanding anything to the contrary in this Agreement, the Former Securityholders and MIP Participants shall not be liable to the Parent Indemnified Party(ies) if any Tax attributes of the Company (including, but not limited to, net operating loss carryovers, capital loss carryovers, adjusted basis or credits) are not available to the Surviving Corporation, Parent or any Affiliate of Parent for any taxable period or portion thereof ending after the Closing Date.

(c) Indemnification by Parent.

(i) From and after the Closing, each Former Securityholder shall be indemnified, reimbursed and held harmless, by Parent, subject to the provisions of this Section 10.2, from and against any and all Losses asserted against, suffered, sustained, accrued or incurred by such Former Securityholder in connection with, arising out of or resulting from (A) any breach or inaccuracy of any representation or warranty made by Parent in or pursuant to this Agreement or (B) any failure to perform any covenant or obligation made by Parent or Merger Sub in or pursuant to this Agreement.

(ii) Notwithstanding anything herein to the contrary, (A) Parent shall not be liable to any Company Indemnified Party for any Losses in respect of Section 10.2(c)(i)(A) (other than those that relate to Parent Fundamental Reps) unless such Losses exceed an amount equal to the Basket Amount in the aggregate; it being understood that when such Losses exceed the Basket Amount, Parent shall only be liable to the Company Indemnified Party for such Losses as are in excess of the Basket Amount, and (B) Parent shall only be liable for Losses in respect of Section 10.2(c)(i)(A) up to, in the aggregate, $**[****]**; provided, that, solely with respect to any breach by Parent of its payment obligations hereunder, Parent shall only be liable for Losses relating to such breach up to the amount of its respective relevant payment obligation that was breached and, in any event, the aggregate liability of Parent for all breaches by Parent of its payment obligations hereunder, any other breach of this Agreement or otherwise under, in connection with, arising out of, resulting from or in any way related to this Agreement, any Ancillary Agreement and the Transactions, shall not exceed (x) the amount of the Merger Consideration plus the MIP Gross Payout, minus (y) the amounts of (A) the Aggregate Closing Merger Payment not yet due and payable or already paid by Parent or transmitted to the Paying Agent, the Escrow Agent or such agent engaged by Parent pursuant to Section 4.3(b), (B) any Contingent Payment not yet due and payable or already paid by Parent or transmitted to the Stockholders' Agent, the Milestones and Indemnity Escrow Payout Agent or such agent engaged by Parent pursuant to Section 4.3(b), (C) any distributions from the Total

Escrowed Cash not yet due and payable or already transmitted to the Stockholders' Agent or to which the Stockholders' Agent has an entitlement to under Article XI and the Escrow Agreement, (D) any Post-Closing Adjustment Amounts not yet due and payable or already paid by Parent pursuant to Section 5.2(e), (E) any payment under the MIP not yet due and payable or already paid by Parent or the Surviving Corporation and (F) any other amounts paid by Parent or any of its Affiliates pursuant to this Section 10.2(c) or otherwise under, in connection with, arising out of, resulting from or in any way related to this Agreement, any Ancillary Agreement and the Transactions.

(d) Notice of Claims. A claim notified in accordance with this Article X is unenforceable against Parent or the Former Securityholders or MIP Participants on or after the expiration of the applicable time limit for notifying such a claim under this Article X.

(e) Third Party Claims. Except to the extent inconsistent with the provisions of Section 7.10, in which case such provisions of Section 7.10 shall apply with respect to Taxes:

(i) In the event that any written claim or demand for which an indemnifying party would have Liability to any party entitled to indemnification under Section 10.2(b) or (c), giving effect to all limitations contained in such sections, (an "Indemnified Party"), is asserted against or sought to be collected from any Indemnified Party by a third party (a "Third Party Claim"), such Indemnified Party shall promptly, but in no event more than thirty (30) days following such Indemnified Party' s receipt of a Third Party Claim, notify the Stockholders' Agent (if such Indemnified Party is a Parent Indemnified Party) or Parent and the Stockholders' Agent (if such Indemnified Party is a Company Indemnified Party) (the party receiving such notice, the "Indemnifying Party"; it being understood, in the case of any claim by a Parent Indemnified Party, that the Stockholders' Agent is authorized pursuant to Section 10.3 to act in its capacity as Stockholders' Agent hereunder but that the Former Securityholders and MIP Participants, and not the Stockholders' Agent, are the only Persons with any Liability to the Parent Indemnified Parties under this Agreement) and, to the extent required under Section 11.2(a), notify Escrow Agent in writing of such Third Party Claim, the amount or the estimated amount of Losses sought thereunder to the extent then ascertainable (which estimate shall not be conclusive of the final amount of such Third Party Claim), any other remedy sought thereunder, any relevant time constraints relating thereto and, to the extent practicable, any other material details pertaining thereto (a "Claim Notice"); provided, however, that the failure timely to give a Claim Notice shall affect the rights of an Indemnified Party under this Agreement only to the extent that such failure has a material and actual prejudicial effect on the amount of Losses or on the defenses or other rights available to the Indemnifying Party with respect to

such Third Party Claim. The Indemnifying Party shall have thirty (30) calendar days (or such lesser number of days as set forth in the Claim Notice as may be required by court proceeding in the event of a litigated matter) after receipt of the Claim Notice (the "Notice Period") to notify the Indemnified Party that it desires to defend the Indemnified Party against such Third Party Claim.

(ii) In the event that the Indemnifying Party notifies the Indemnified Party within the Notice Period that it desires to defend the Indemnified Party against a Third Party Claim, the Indemnifying Party shall have the right to defend the Indemnified Party by appropriate proceedings and shall have the sole power to direct and control such defense at its expense; provided, the Indemnified Party may retain separate co-counsel at its sole cost and expense to participate in such defense; provided, further, that the Indemnifying Party shall not be entitled to assume control of such defense if (A) based on the reasonable opinion of counsel to the Indemnified Party, a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party in connection with such Third Party Claim and/or conduct of claim by the Indemnifying Party would comprise any legal privilege or similar doctrine with respect to the Indemnified Party of any of its Affiliates, (B) the claim for indemnification relates to or arises in connection with any criminal or regulatory proceeding, action, indictment, allegation or investigation, (C) the claim seeks an injunction or equitable relief against the Indemnified Party (or against the Company or any Company Subsidiary, if the Indemnified Party is a Parent Indemnified Party), (D) the Indemnified Party shall have reasonably concluded that there may be defenses available to such Indemnified Party that are different from or additional to those available to the Indemnifying Party, (E) the Parent Indemnified Party shall have reasonably concluded in good faith that the relevant Third Party Claim relates to the matters that could materially and adversely affect the commercial potential of OncoVEX$^{GM\text{-}CSF}$ or any Company product, including any regulatory matters relating thereto, and/or (F) the Third Party Claim exceeds the balance of the Indemnifying Party' s indemnity obligations hereunder or exceeds the sum of (1) balance of the Total Escrowed Cash available and remaining and (2) any pending and payable Contingent Payment which is not subject to a Contingent Payments Adjustment Reserve; it being understood that in the event of clause (A) to (F) in the proviso, if the defense is controlled by the Indemnified Party, the Indemnifying Party shall pay the fees and expenses of counsel retained by the Indemnified Party. If the Indemnifying Party has the right and does elect to defend any Third Party Claim, the Indemnifying Party shall conduct the defense of such Third Party Claim with reasonable diligence and promptly inform the Indemnified Party of the status of the claim, including all settlement negotiations, and all material developments with respect to such Third Party Claim, and the Indemnified Party shall be entitled to participate in any discussions relating to the litigation strategy implemented with respect to the defense of such Third Party Claim. The Indemnifying Party shall not, without the prior written consent of the

Indemnified Party, settle, compromise or offer to settle or compromise any Third Party Claim on a basis that would not include an unconditional release of the Indemnified Party and would (w) exceed the balance of the Indemnifying Party' s indemnity obligations hereunder or exceed the sum of (1) the balance of the Total Escrowed Cash available and remaining and (2) any pending and payable Contingent Payment which is not subject to a Contingent Payments Adjustment Reserve, (x) result in the imposition of a consent order, injunction or decree that would restrict the future activity or conduct of the Indemnified Party or any of its Affiliates, (y) result in a finding or admission of a violation of Law or violation of the rights of any Person by the Indemnified Party or any of its Affiliates, or (z) impose ongoing obligations on the Indemnified Party following the date of such settlement or compromise.

(iii) If the Indemnifying Party (x) elects not to defend the Indemnified Party against a Third Party Claim, whether by not giving the Indemnified Party timely notice of its desire to so defend or otherwise, or (y) after assuming the defense of a Third Party Claim, fails to take reasonable steps necessary to defend diligently such Third Party Claim within ten (10) days after receiving written notice from the Indemnified Party to the effect that the Indemnifying Party has so failed, the Indemnified Party shall have the right but not the obligation to assume its own defense; it being understood that the Indemnified Party' s right to indemnification for a Third Party Claim shall not be adversely affected by assuming the defense of such Third Party Claim. The Indemnified Party shall not settle a Third Party Claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(iv) Subject to Section 10.2(e)(v) below, the Indemnified Party and the Indemnifying Party shall cooperate in order to ensure the proper and adequate defense of a Third Party Claim, including by providing access to each other' s relevant business records and other documents, and employees; it being understood that the reasonable costs and expenses of the Indemnified Party relating thereto shall constitute Losses.

(v) The Indemnified Party and the Indemnifying Party shall use reasonable best efforts to avoid production or other disclosure of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a Third Party Claim to be made so as to preserve any applicable attorney-client or work-product privileges.

(f) Disregarding Certain Qualifications. For purposes of determining whether a breach of a representation, warranty, covenant or agreement hereunder has occurred or calculating the amount of Losses otherwise indemnifiable hereunder, any materiality, Company Material Adverse Effect, Parent Material Adverse Effect or similar

qualifications in such representation, warranty, covenant or agreement shall be disregarded.

(g) Characterization for Tax Purposes. All payments (i) made by an Indemnifying Party to an Indemnified Party in respect of any claim pursuant to Section 10.2(b) or 10.2(c), (ii) made pursuant to Section 7.10 and (iii) any Post-Closing Adjustment Amount pursuant to Section 5.2(e), shall be treated for Tax purposes as adjustments to the consideration payable to the Former Securityholders in the Merger or the MIP Participants, as applicable.

(h) Sole Remedy. Following the Closing, the indemnification rights provided in this Agreement shall constitute the sole and exclusive remedy and the sole basis for and means of recourse among Parent, the Company, Merger Sub, the Stockholders' Agent and the Former Securityholders and all of their respective Affiliates and Representatives with respect to any Losses of any kind or nature (other than the Losses caused by fraud and intentional breach arising out of or in connection with any breach or alleged breach of any representation, warranty or covenants contained in this Agreement (except with respect to claims for equitable relief with respect to breaches of any covenant or obligation in this Agreement). Notwithstanding the forgoing, nothing in this Section 10.2(h) shall limit any claims by Parent or its Subsidiaries or Affiliates against the Stockholders' Agent in connection with the execution of its duties or any claim by Parent or its Subsidiaries or Affiliates with respect to the Support Agreements, the New Employment Agreements, the letters of transmittal, the option cancellation agreements and any documents delivered pursuant to any of the foregoing.

(i) Recovery by Parent. Other than the Losses caused by fraud and intentional breach, except as set forth in Article V (but, for the avoidance of doubt, without duplication), all claims of Parent Indemnified Parties (including the Company and the Subsidiaries of the Company following the Closing) under, in connection with, arising out of, resulting from or in any way related to this Agreement, the Escrow Agreement (except as otherwise expressly set forth therein) and the Transactions shall be satisfied solely and exclusively out of (a) the Total Escrowed Cash and (b) the adjustments of the Contingent Payments (pursuant to Section 10.1(b)(iii) of this Agreement) at the sole election and discretion of the Parent Indemnified Parties, in each case to the extent any is available, and in accordance with, and to the extent permitted by Article X, as qualified by the other provisions of this Agreement and the Escrow Agreement. Notwithstanding the forgoing, nothing in this Section 8.2(i) shall limit any claims by Parent or its Subsidiaries or Affiliates against the Stockholders' Agent in connection with the execution of its duties or any claim by Parent or its Subsidiaries or Affiliates with respect to the Support Agreements, the New Employment Agreements, the letters of transmittal, the option cancellation agreements and any documents delivered pursuant to any of the foregoing.

(j) No Circular Recovery, Etc. The Stockholders' Agent hereby agrees that it will not, and no Former Securityholder shall, make any claim for indemnification with respect to any D&O Indemnified Liability against Parent, the Surviving Corporation or any of their respective Subsidiaries by reason of the fact that such Former Securityholder was a controlling person, director, officer, shareholder, employee agent or other Representative of the Company or any of its Subsidiaries or was serving as such for another Person at the request of the Company or any of its Subsidiaries (whether such claim is pursuant to any statute, organizational document, contractual obligation or otherwise) with respect to, or as a result of, any claim brought by a Parent Indemnified Party in accordance with this Agreement. The Stockholders' Agent, on behalf of itself and each such Former Securityholder and MIP Participant, expressly waives any right of subrogation, contribution, advancement, indemnification or other claim against Parent or the Surviving Corporation or any of their respective Subsidiaries with respect to any amounts owed by such Person pursuant to this Article X.

10.3. Stockholders' Agent.

(a) By virtue of the approval of this Agreement by the Company' s stockholders, and without further action of any Company stockholder, by virtue of the execution of the applicable instrument provided for in Sections 4.3 and 4.4 of this Agreement by the former holders of Company Warrants and Company Options, and by virtue of the acceptance of payment under the MIP by the MIP Participants, each MIP Participant, each Former Securityholder and each MIP Participant shall be deemed to have irrevocably constituted and appointed, or shall irrevocably constitute and appoint, as the case may be, the Stockholders' Agent (and by execution of this Agreement, the Stockholders' Agent hereby accepts such appointment) as agent and attorney-in-fact for and on behalf of the Former Securityholders and MIP Participants, with full power of substitution, to act in the name, place and stead of each Former Securityholder and MIP Participant with respect to this Article X, Article III, Article IV, Article V, Article VI, Article XI and Article XII and the taking by the Stockholders' Agent of any and all actions and the making of any decisions required or permitted to be taken by the Stockholders' Agent under this Agreement, including, without limitation, the exercise of the power to: (i) give and receive notices and communications under this Article X, Article V, Article VI and Article XI; (ii) object to claims for indemnification and other Parent Claims made by Parent under this Article X; (iii) agree to, negotiate, enter into settlements and compromises of, and comply with orders of courts with respect to claims for indemnification and other Parent Claims made by Parent under this Article X; (iv) modify or amend this Agreement under Article XII or the Escrow Agreement pursuant to terms thereof; (v) engage the Milestones and Indemnity Escrow Payout Agent in accordance with this Agreement; (vi) determine any modifications to the Consideration Allocation Schedule to reflect any adjustments to the Indemnity Escrow Account or any Contingent Payment distribution and/or otherwise act pursuant to Section 10.3(d); (vii) accept, on behalf of the Former Securityholders, all payments with respect to the distributions from the Indemnity Escrowed Cash and/or the Contingent Payments and

distribute (or cause to be distributed) the same to the Former Securityholders in accordance with this Agreement; (viii) accept, on behalf of the MIP Participants, all payments with respect to the distributions from the MIP Escrowed Cash and distribute (or cause to be distributed) the same to each MIP Participant pro rata to such MIP Participant' s Percentage Interest (as defined in the MIP and set out in Schedule A thereto); (ix) receive a deposit in the amount of $**[**]**, to be provided by the Company at the Effective Time, to hold such funds (the "Stockholders' Agent' s Fund") in a separate account solely within the Stockholders' Agent' s control and which need not be interest bearing, to deduct from the Stockholders' Agent' s Fund the amount of $**[**]** per year as a fee for serving as Stockholders' Agent, to use the amounts in the Stockholders' Agent' s Fund in furtherance of its duties as Stockholders' Agent as it may determine in its good faith discretion and to retain as an additional fee any amounts remaining in the Stockholders' Agent' s Fund following the conclusion of its services as Stockholders' Agent hereunder; (x) take all actions and perform all duties required to be taken or performed by it pursuant to any Merger Loan Notes (including the conditions thereof) and (xi) take all actions necessary or appropriate in the good faith judgment of the Stockholders' Agent for the accomplishment of the foregoing. The power of attorney granted in this Section 10.3 by each Former Securityholder and MIP Participant to the Stockholders' Agent is coupled with an interest and is irrevocable, may be delegated by the Stockholders' Agent and shall survive the death or incapacity of any Former Securityholder or MIP Participant. The identity of the Stockholders' Agent and the terms of the agency may be changed, and a successor Stockholders' Agent may be appointed, from time to time (including in the event of the death, disability or other incapacity of the Stockholders' Agent) by the Former Securityholders whose aggregate portion of the Pro Rata Portion exceeds 50% of those Former Securityholders who elect to vote with respect to any such change of Stockholders' Agent, and any such successor shall succeed the Stockholders' Agent as Stockholders' Agent hereunder. No bond shall be required of the Stockholders' Agent.

(b) Without limitation, for the avoidance of doubt, to Parent' s right to indemnification under Section 10.2 of this Agreement, the Stockholders' Agent shall not be liable to the Former Securityholders or MIP Participants for any Loss incurred without fraud, gross negligence or willful misconduct by the Stockholders' Agent while acting in good faith and in the exercise of its reasonable judgment and arising out of or in connection with the acceptance or administration of his duties hereunder (it being understood that any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith). It shall be a condition of each Former Securityholder' s or MIP Participant' s right to receive any payment or benefit hereunder that such Person execute a document in which such Person shall indemnify and defend the Stockholders' Agent and hold the Stockholders' Agent harmless against such Former Securityholder' s or MIP Participant' s portion (pro rata to such MIP Participant' s Percentage Interest (as defined in the MIP and set out in Schedule A thereto) in the MIP Escrowed Cash) of any Loss incurred without fraud, gross negligence or willful misconduct by the Stockholders' Agent and arising out of or in connection with the

acceptance, performance or administration of the Stockholders' Agent' s duties under this Agreement. Any Loss incurred by or reasonably expected to be incurred by the Stockholders' Agent in connection with the acceptance, performance and administration of its duties as the Stockholders' Agent pursuant to this Agreement (including the hiring of legal counsel, accountants or auditors and other advisors pursuant to the terms of this Agreement but excluding any of the foregoing arising out of the Stockholders' Agent' s fraud, gross negligence or willful misconduct) ("Stockholders' Agent' s Costs"), shall be paid as follows: (i) first by recourse to the Stockholders' Agent' s Fund, (ii) then by recourse to any Contingent Payments as set forth in Section 10.1(b)(iii), and (iii) if such amounts are insufficient to pay such Stockholders' Agent' s Costs, directly to the Former Securityholders, in proportion to the payments received by such Persons under Section 10.1 of this Agreement (provided that any such payments shall not affect, for the avoidance of doubt, Parent' s right to indemnification under Section 10.2 of this Agreement).

(c) Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent and their respective Affiliates or Representatives shall have no Liability to any of the Former Securityholders or MIP Participants or otherwise arising out of the acts or omissions of the Stockholders' Agent or any disputes among the Former Securityholders and MIP Participants or between the Former Securityholders and MIP Participants, on the one hand, and the Stockholders' Agent, on the other hand. Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent and their respective Affiliates or Representatives may rely entirely on their dealings with, and notices to and from, the Stockholders' Agent to satisfy any obligations they might have under this Agreement or otherwise to the Former Securityholders or MIP Participants.

(d) Prior to making a distribution, or authorizing the Milestones and Indemnity Escrow Payout Agent or any other Person to make a distribution, to the Former Securityholders or MIP Participants with respect to any amounts received by or on behalf of the Stockholders' Agent on behalf of the Former Securityholders or MIP Participants hereunder (including any Contingent Payments and distributions from the Indemnity Escrowed Cash or MIP Escrowed Cash, as the case may be), the Stockholders' Agent shall deliver to Parent a true, correct and complete update of the Consideration Allocation Schedule with respect to such actual payment not less than five (5) business days prior to the proposed date for the distribution thereof to the Former Securityholders or MIP Participants, certified by an authorized offer of the Stockholders' Agent that it is true, complete and correct, and complies with this Agreement, in all respects, and was prepared in good faith. Parent shall have the right to comment during the following five (5) business day period on any part of such updated Consideration Allocation Schedule, and the Stockholders' Agent shall consider Parent' s comments thereon in good faith.

10.4. Actions of the Stockholders' Agent. From and after the Effective Time, a decision, act, consent or instruction of the Stockholders' Agent pursuant to Article III, Article IV, Article V, Article VI, Article X, Article XI or Article XII of this

Agreement shall constitute a decision of all Former Securityholders and MIP Participants and shall be final, binding and conclusive upon each Former Securityholder, MIP Participant; and Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent and their respective Affiliates or Representatives may rely upon any decision, act, consent or instruction of the Stockholders' Agent as being the decision, act, consent or instruction of each Former Securityholder and MIP Participant. Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent and their respective Affiliates or Representatives are hereby relieved from any Liability to any Person for any acts done or omitted by the Stockholders' Agent and any acts done or omitted by Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent or their respective Affiliates or Representatives in accordance with any such decision, act, consent or instruction, or omission on the part, of the Stockholders' Agent or the Milestones and Indemnity Escrow Payout Agent. After the Effective Time, Parent, the Surviving Corporation, the Escrow Agent, the Paying Agent and their respective Affiliates or Representatives shall only communicate and deal with the Stockholders' Agent for any matter related to the Former Securityholders or MIP Participants.

ARTICLE XI
Adjustments to Total Escrowed Cash and Contingent Payments in Case of Claims

11.1. Deposit and Administration of Escrowed Cash. In accordance with the terms and subject to the conditions set forth in this Agreement and in the Escrow Agreement, Escrow Agent shall accept the deposit of the Total Escrowed Cash into the Indemnity Escrow Account and shall administer the Indemnity Escrow Account until the later of (a) the final determination of the Post-Closing Adjustment Amount and the distribution of funds in accordance with 5.2(e) of this Agreement and (b) the twelve (12) month anniversary of the Closing or such later date upon which the Total Escrowed Cash subject to a Reserve is released pursuant to Section 11.4 or 11.5, as the case may be (or the immediately following business day if such day is not a business day), or such earlier date as the parties may mutually agree (such date, the "Final Release Date").

11.2. Making and Receipt of Parent Indemnity Claims.

(a) If Parent believes, in good faith, that it is entitled to indemnification for Losses, Taxes and/or Transfer Taxes under Sections 7.10, 10.2(b) and/or 12.10, as the case may be (in any such case, a "Parent Indemnity Claim"), then Parent may: (i) comply with the notification requirements and other provisions set forth in Section 7.10 and Article X and elsewhere in this Agreement, as the case may be; and (ii) provide written notice (a "Parent Indemnity Claim Notice") to the Stockholders' Agent of the U.S. dollar amount of such Parent Indemnity Claim (the "Parent Indemnity Claim Amount"), describing in reasonable detail the basis upon which Parent asserts that such Parent Indemnity Claim is required to be satisfied through a release and distribution of all or a portion of the Total Escrowed Cash and/or an adjustment to the Contingent

Payments, including all supporting documentation which may be reasonably necessary to determine the basis for such Parent Indemnity Claim and the Parent Indemnity Claim Amount, including all supporting documentation which may be reasonably necessary to determine the basis for such Parent Indemnity Claim and the Parent Indemnity Claim Amount and such other documentation as is reasonably requested by the Stockholders' Agent in connection therewith (collectively, the "Parent Indemnity Claim Basis").

(b) Upon receipt of a copy of the Parent Indemnity Claim Notice from Parent, Escrow Agent shall set aside and hold as a reserve to cover such Parent Indemnity Claim such amount of Total Escrowed Cash equal to the Parent Indemnity Claim Amount set forth in the Parent Indemnity Claim Notice (a "Reserve"), until there is a final resolution of such Parent Indemnity Claim. If the amount of Parent Indemnity Claim exceeds the remaining Indemnity Escrowed Cash not subject to a Reserve (if any) or if there is no Reserve and/or Indemnity Escrowed Cash available or remaining, then such excess or entire amount, as applicable, shall constitute a claim against any pending or future Contingent Payments in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii) (a "Contingent Payments Adjustment Reserve").

11.3. Claim Investigation Period and Disputes. Following receipt by the Stockholders' Agent of a proper Parent Indemnity Claim Notice, the Stockholders' Agent shall have no less than thirty (30) calendar days (the "Claim Investigation Period") to make an investigation of the Parent Indemnity Claim. At any time prior to the expiration of the Claim Investigation Period, the Stockholders' Agent may dispute in good faith the Parent Indemnity Claim, the Parent Indemnity Claim Basis and/or all or any part of the Parent Indemnity Claim Amount specified in such Parent Indemnity Claim Notice (a "Dispute") by written notice to Parent on or prior to the expiration of the Claim Investigation Period (a "Dispute Notice"). The Dispute Notice shall: (a) specify, in reasonable detail, the factual grounds for the Dispute; (b) specify the amount of the Parent Indemnity Claim that the Stockholders' Agent disputes (the "Disputed Amount"); (c) specify the amount, if any, which the Stockholders' Agent does not dispute (the "Undisputed Amount"), if any; and (d) include all supporting documentation which may be reasonably necessary to determine the basis for such Dispute and Disputed Amount and such other documentation as is reasonably requested by Parent and its Representatives in connection therewith.

11.4. Payment of Undisputed and Settled Claims.

(a) If Parent receives, within the Claim Investigation Period, from the Stockholders' Agent a Dispute Notice setting forth a Dispute then, to the extent applicable, Escrow Agent shall release and distribute to Parent, in accordance with this Article XI and the Escrow Agreement, no later than ten (10) business days after the date of the Dispute Notice, all Undisputed Amounts set forth therein and, upon payment thereof, the relevant portion of the Reserve, Parent Indemnity Claim and Dispute shall be deemed to have been satisfied and discharged in full. If the Undisputed Amounts exceed

the amount of the related Reserve (or if there is no Reserve or Indemnity Escrowed Cash available or remaining), then any excess or such entire amount, as applicable, shall be released from the Contingent Payments Adjustment Reserve (a "Contingent Payments Undisputed Adjustment") and become immediately subject to adjustment against any pending or future Contingent Payment in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii).

(b) If Parent and the Stockholders' Agent agree, prior to or on the date of the expiration of the Claim Investigation Period, as to the validity and amount of all or a portion of any Disputed Amount, they shall promptly give Escrow Agent joint notice, in writing and signed by Parent and the Stockholders' Agent (such notice, the "Joint Escrow Notice"), to apply a specified portion of the Total Escrowed Cash in settlement of such Parent Indemnity Claim or any portion thereof (an "Indemnity Settlement"), and such writing shall contain instructions from Parent, as to the delivery of such portion of the Total Escrowed Cash necessary to pay the Indemnity Settlement amount and, upon payment thereof, the relevant portion of the Reserve, Parent Indemnity Claim and all or the relevant portion of the Disputed Amount shall be deemed to have been satisfied and discharged in full; provided that, for the avoidance of doubt, in connection with any Indemnity Settlement, the Stockholders' Agent can also deliver a Dispute Notice in connection with any portion of such Parent Indemnity Claim or Parent Indemnity Claim Basis not so settled. If the Indemnity Settlement exceeds the amount of the related Reserve (or if there is no Reserve or Indemnity Escrowed Cash available or remaining), then any excess or such entire amount, as applicable, shall be released from the Contingent Payments Adjustment Reserve (a "Contingent Payments Settled Adjustment") and become immediately subject to adjustment against any pending or future Contingent Payment in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii).

(c) If Escrow Agent does not receive from the Stockholders' Agent a Dispute Notice on or prior to the expiration of the Claim Investigation Period, then Escrow Agent shall release and distribute to Parent, in accordance with this Article XI and the Escrow Agreement, no later than ten (10) business days after the end of the Claim Investigation Period, such amount of Total Escrowed Cash equal to the Parent Indemnity Claim Amount and, upon payment thereof, the relevant Reserve, Parent Indemnity Claim and Dispute shall be deemed to have been satisfied and discharged in full. If the Parent Indemnity Claim Amount exceeds the amount of available Reserve (or if there is no Reserve or Indemnity Escrowed Cash available or remaining), then any excess or such entire amount, as applicable, shall be released from the Contingent Payment Adjustment Reserve (a "Contingent Payments Adjustment In the Event of Failure to Dispute") and become immediately subject to adjustment against any pending or future Contingent Payment in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii).

11.5. Payment of Disputed Claims Not Settled by Parent and the Stockholders' Agent.

(a) Parent and the Stockholders' Agent agree to negotiate in good faith, for a period of sixty (60) calendar days following the date of any Dispute Notice, to resolve the Dispute in its entirety (the "Dispute Negotiation Period"). If Parent and the Stockholders' Agent agree, prior to or on the date of the expiration of the Dispute Negotiation Period, as to the validity and amount of all or a portion of any Parent Indemnity Claim, they shall promptly give Escrow Agent a Joint Escrow Notice to apply a specified portion of the Total Escrowed Cash in resolution of such Dispute (the "Negotiated Resolution"), and such writing shall contain instructions from Parent, as to the delivery of such portion of the Total Escrowed Cash necessary to pay the Negotiated Resolution amount and, upon payment thereof, the relevant Reserve, Parent Indemnity Claim and Dispute shall be deemed to have been satisfied and discharged in full. Such payment will be made to Parent, in accordance with this Article XI and the Escrow Agreement, no later than ten (10) business days after receipt of such notice by Escrow Agent. If the amount of the Negotiated Resolution exceeds the amount of available Reserve (or if there is no Reserve or Indemnity Escrowed Cash available or remaining), then any excess or such entire amount, as applicable, shall be released from the Contingent Payment Adjustment Reserve (a "Contingent Payments Negotiated Resolution Adjustment") and become immediately subject to adjustment against any pending or future Contingent Payment in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii). The parties shall cooperate with each other during the Dispute Negotiation Period and provide reasonable access to relevant books, records and personnel in accordance with reasonable confidentiality undertakings to be agreed upon by the parties prior to any such access.

(b) Following the expiration of the Dispute Negotiation Period, if no Negotiated Resolution has been reached by Parent and the Stockholders' Agent with respect to the Dispute in its entirety, either Parent or the Stockholders' Agent may bring an action to resolve such Dispute in any court of competent jurisdiction pursuant to the terms of this Agreement. The party which does not prevail in any such action shall bear all legal costs and expenses (including fees and disbursements of outside counsel, experts and other consultants) of the winning party out of the Total Escrowed Cash and/or the Contingent Payments (any such amount payable out of Contingent Payments, the "Contingent Payments Dispute Costs Adjustment").

(c) Upon receipt by Escrow Agent of a court order or judgment by a court of competent jurisdiction resolving a Dispute in favor of Parent, which order or judgment has become a final order from which no appeal has been or can be had (a "Final Judgment"), Escrow Agent shall promptly deliver to Parent any payment so awarded out of any remaining amounts of the Total Escrowed Cash, if any, in accordance with the Final Judgment or, if unspecified therein, as specified in a written notice by Parent to Escrow Agent, attaching a copy of the Final Judgment. Such payment will be made no later than ten (10) business days after receipt of such notice by Escrow Agent. If the amount of the Final Judgment exceeds the amount of available Reserve (or if there is no Reserve or Indemnity Escrowed Cash available or remaining), then any excess or such

entire amount, as applicable, shall be released from the Contingent Payment Adjustment Reserve (a "Contingent Payments Final Judgment Adjustment") and become immediately subject to adjustment against any pending or future Contingent Payment in accordance with Section 10.1(b) and subject to Section 10.2(b)(ii).

(d) If Parent and the Stockholders' Agent agree to a resolution of any Dispute following the commencement of any action, but prior to a Final Judgment, Parent and the Stockholders' Agent shall, by Joint Escrow Notice, direct Escrow Agent to make delivery from the Total Escrowed Cash of the amount dictated by such agreement between Parent on the one hand and the Stockholders' Agent on the other hand, and upon payment thereof, the relevant Reserve, Parent Indemnity Claim and Dispute shall be deemed to have been satisfied and discharged in full. Such payment will be made no later than ten (10) business days after receipt of such notice by Escrow Agent.

11.6. Final Release of Total Escrowed Cash.

(a) No later than ten (10) business days after the **[**]** month anniversary of the Closing (or the immediately following business day if such day is not a business day), Escrow Agent shall release and distribute to the Milestones and Indemnity Escrow Payout Agent all Total Escrowed Cash not previously released and distributed to Parent, less any Total Escrowed Cash subject to a Reserve. Notwithstanding the foregoing, at Parent' s election pursuant to Section 4.3(b), Escrow Agent shall release to Parent or such agent designated by Parent the portion of the Total Escrowed Cash attributable to the Former Optionholders pursuant to the updated Consideration Allocation Schedule delivered pursuant to Section 10.3(d). Following the **[**]** month anniversary of the Closing, upon resolution of any Dispute, the Total Escrowed Cash subject to a related Reserve shall be released and distributed in accordance with such resolution as set forth in a Joint Escrow Notice or Final Judgment, together with any interest, earnings and other distributions or gains on the Total Escrowed Cash and proceeds of any investment or reinvestment in respect of the Total Escrowed Cash thereon not previously released to the Stockholders' Agent. Such payment will be made no later than ten (10) business days after receipt of such notice by Escrow Agent.

(b) Promptly following the payment of the amounts referred to in the prior paragraph (a) to the Milestones and Indemnity Escrow Payout Agent, Parent and/or such agent designated by Parent, as the case may be, (i) in the case of payments to the Milestones and Indemnity Escrow Payout Agent, the Stockholders' Agent shall direct the Milestones and Indemnity Escrow Payout Agent to pay to each applicable Former Securityholder and MIP Participant, by wire transfer of immediately available funds (or by check, as reasonably directed by such Person), such Person' s portion thereof pursuant to the updated Consideration Allocation Schedule delivered to and agreed to by Parent pursuant to Section 10.3(d), and (ii) in the case of payments to Parent or such agent designated by Parent, Parent shall pay, or direct such agent to pay, to each applicable Former Optionholder such Former Optionholder' s portion thereof pursuant to the updated

Consideration Allocation Schedule. Irrespective of any of its actions pursuant to Section 10.3(d) hereof, except in the case of Former Optionholders for whom the payment of the amounts referred to in paragraph (a) has been released to Parent, Parent shall have no obligation to any Former Securityholder or MIP Participant in respect of such Person' s portion of such amounts. Upon the foregoing payment of the Total Escrowed Cash to the Milestones and Indemnity Escrow Payout Agent, as directed by the Stockholders' Agent, for the benefit of the Former Securityholders and MIP Participants, or to such agent designated by Parent for the benefit of the Former Optionholders, as the case may be, all of the obligations of Parent and Escrow Agent with respect thereto shall be satisfied and discharged in full. Following such payment to the Milestones and Indemnity Escrow Payout Agent, each Former Securityholder and MIP Participant shall look only to the Stockholders' Agent and the Milestones and Indemnity Escrow Payout Agent to receive such Person' s portion of any such amount, except in the case of Former Optionholders that receive such payment directly from Parent or such agent designated by Parent, who shall look to Parent or such agent to receive such Person' s portion of any such amount. The right of the Former Securityholders and MIP Participants to receive their respective portions of such amounts shall not be evidenced by any form of certificate or instrument. The right of any Former Securityholder and MIP Participants to receive respective portions of such amounts shall not be assignable or transferable except by will, the Laws of intestacy, other operation of Law, or a Permitted Disposition, or, if such Former Securityholder is a partnership or a limited liability company, to one or more partners or members of such Former Securityholder or to one or more Affiliates of such Former Securityholder (provided that written notice of such assignment and transfer shall be promptly delivered to each of Parent and the Stockholders' Agent by transferor or assignor, which notice shall expressly set forth the transferor or assignor and the transferee or assignee, the securities, instruments or rights to which such transfer or assignment related and the effective date of such transfer and provided, further, that as a condition to such transfer or assignment, the parties to such transfer or assignment shall agree to provide to each of Parent and the Stockholders' Agent, at their respective request, any additional evidence of the transfer or assignment that it may reasonably request) and neither Parent, the Surviving Corporation nor the Stockholders' Agent shall give effect to any purported assignment or transfer made in contravention of this sentence.

(c) References to Parent in this Article XI shall refer to the applicable Parent Indemnified Party, as appropriate.

ARTICLE XII
Miscellaneous and General

12.1. Modification or Amendment. Subject to the provisions of the applicable Laws, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

12.2. Waiver of Conditions. The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable Laws.

12.3. No Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A party shall not be deemed to have waived any claim available to it arising out of this Agreement, or any right, power or privilege hereunder, unless the waiver is expressly set forth in writing duly executed and delivered on behalf of such party. Except as specifically set forth in this agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

12.4. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

12.5. Governing Law and Venue; Waiver of Jury Trial. (a) This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction. The parties hereby irrevocably submit to the personal jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in the State of Delaware solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the Transactions, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims relating to such action, proceeding or transactions shall be heard and determined in such a Delaware State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the Person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12.6 or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each such party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation directly or indirectly arising

out of or relating to this agreement, or the transactions contemplated by this agreement. Each party certifies and acknowledges that (i) no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, (ii) each party understands and has considered the implications of this waiver, (iii) each party makes this waiver voluntarily, and (iv) each party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this section 12.5.

12.6. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, by facsimile or overnight courier:

If to the Company or UK Sub:
BioVex Group, Inc.
34 Commerce Way
Woburn, MA 01801
Attention: Chief Executive Officer
fax: [**]

with a copy to
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street,
Boston MA 02109
Attention: Timothy J. Corbett and Steven D. Singer
fax: [**]

If to Parent or Merger Sub:
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, CA 91320-1799
Attention: General Counsel
fax: [**]

with a copy to
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Francis J. Aquila
fax: **[**]**

If to the Stockholders' Agent:

Forbion 1 Management B.V.
c/o Forbion Capital Partners
Gooimeer 2-35
1411 DC Naarden, The Netherlands
Attention: Sander Slootweg
fax: [**]

with a copy to
Goodwin Procter
53 State Street
Boston, MA 02109
Attention: Michael Bison
fax: [**]

and
Wilmer Cutler Pickering Hale and Dorr LLP
60 State Street
Boston MA 02109
Attention: Timothy J. Corbett and Steven D. Singer
fax: [**]

or to such other Persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction or other document given as provided above shall be deemed given to the receiving party upon actual receipt, if delivered personally; three (3) business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier.

12.7. Entire Agreement. This Agreement (including any exhibits hereto), the Ancillary Agreements, the Company Disclosure Letter, the Exclusivity Agreement and the Confidentiality Disclosure Agreement, dated September 23, 2010, and the related Request of Restricted Information, between Parent and the Company (collectively, the "Confidentiality Agreement") constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

12.8. No Third Party Beneficiaries. Except as provided in Section 7.9 (Indemnification; Directors' and Officers' Insurance) and Section 10.2 (Indemnification) only (which rights in any event will only arise after the Effective Time), Parent, the Company and Merger Sub hereby agree that their respective representations, warranties

and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including, without limitation, the right to rely upon the representations and warranties set forth herein.

12.9. Obligations of the Company. Whenever this Agreement requires a Subsidiary of the Company or UK Sub to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Surviving Corporation to cause such Subsidiary to take such action.

12.10. Transfer Taxes. All Transfer Taxes incurred in connection with the Transactions shall be paid by the Former Securityholders when due, and the Former Securityholders will indemnify the Company and its Subsidiaries and, following the Closing, the Parent Indemnified Parties, against any Liabilities for any such Transfer Taxes (including by way of adjustment to the Contingent Payments and the Total Escrowed Cash in accordance with Article XI).

12.11. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application of such provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application of such provision, in any other jurisdiction.

12.12. Interpretation; Construction. The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Annex, such reference shall be to a Section of or Annex to this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.”

(a) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(b) Each party to this Agreement has or may have set forth information in its respective Disclosure Letter in a section of such Disclosure Letter that corresponds to the section of this Agreement to which it relates. The fact that any item of information is disclosed in a Disclosure Letter to this Agreement shall not be construed to mean that such information is required to be disclosed by this Agreement.

12.13. Assignment. This Agreement shall inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Without the prior written consent of the parties hereto, no party may assign, delegate or otherwise transfer any rights or obligations pursuant to this Agreement, in whole or in part; provided that: (a) Parent may assign or transfer any of its rights or obligations hereunder to any Subsidiary or controlled Affiliate; and (b) for the avoidance of doubt, the foregoing shall not prohibit any direct or indirect change in control of Parent. Any assignment, delegation or other transfer of this Agreement in violation of this Section 12.13 shall be void ab initio.

[*Remainder of this page left intentionally blank.*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

BIOVEX GROUP, INC.

By: /s/ Philip Astley-Sparke
Name: Philip Astley-Sparke
Title: Chief Executive Officer

BIOVEX LIMITED

By: /s/ Philip Astley-Sparke
Name: Philip Astley-Sparke
Title: Chief Executive Officer

[Signature Page to the Agreement and Plan of Merger]

AMGEN INC.

By: /s/ Kevin W. Sharer
Name: Kevin W. Sharer
Title: Chairman of the Board and
Chief Executive Officer

ANDROMEDA ACQUISITION CORP.

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

[Signature Page to the Agreement and Plan of Merger]

FORBION 1 MANAGEMENT B.V.
As Stockholders' Agent

By: /s/ H.A. Slootweg
Name: (Sander) H.A. Slootweg
Title: Director

[Signature Page to the Agreement and Plan of Merger]

[**]

Exhibit 2.2

Note: Redacted portions have been marked with [**]. The redacted portions are subject to a request for confidential treatment that has been filed with the Securities and Exchange Commission.

FIRST AMENDMENT TO
THE AGREEMENT AND PLAN OF MERGER

This FIRST AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER (the "Amendment"), dated as of March 3, 2011, is entered into by and among BioVex Group, Inc., a Delaware corporation (the "Company"), BioVex Limited, a private limited company organized under the laws of England and Wales and a subsidiary of the Company ("UK Sub"), Amgen Inc., a Delaware corporation ("Parent"), Andromeda Acquisition Corp., a Delaware corporation and a subsidiary of Parent ("Merger Sub") and Forbion 1 Management B.V., in its capacity as Stockholders' Agent (the "Stockholders' Agent" and, together with the Company, UK Sub, Parent and Merger Sub, the "Parties").

WHEREAS, the Parties are parties to that certain Agreement and Plan of Merger, dated as of January 24, 2011 (the "Merger Agreement"); and

WHEREAS, the Parties desire to amend the Merger Agreement and make certain related agreements and acknowledgements, in each case as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Merger Agreement.

Section 2. Certain Amendments to the Merger Agreement.

(a) The following definitions in Section 1.1 of the Merger Agreement (*Definitions*) are hereby amended and restated in their entirety as follows:

"Current Liabilities" means, without duplication, the sum of line items set forth under the heading "Current Liabilities" in the Form of Net Cash Statement, as determined in accordance with the Accounting Policies and the Preparation Guidelines; provided, however, that (a) "Current Liabilities" shall not include (i) liabilities with respect to any payments required to be made by the Company pursuant to or in connection with the MIP except for any amount that exceeds $**[**]** in the aggregate, (ii) any Debt (including the current portion of long-term Debt) or (iii) the actual out-of-pocket reasonable fees and disbursements incurred by the Company in connection with the Transactions that are payable to Wilmer Cutler Pickering Hale and Dorr LLP and/or PricewaterhouseCoopers (excluding in each case, any special or contingency payments, bonuses and success fees) up to the Specified Transaction Expenses Threshold, and (b) any United Kingdom employer national insurance contributions payable by UK Sub on or in respect of the Company Option Closing Payments or Closing Common Share Payment shall be treated as a Current Liability.

"Reference Amount" means $**[**]**.

"Transaction Taxes" means all employer matching contributions for social security, medicare and other unemployment Taxes (including any national insurance contributions and any UK employee or employer national insurance contributions) due as a result of the consummation of the Transactions, the aggregate amounts of which for each Former Securityholder is set forth on the Consideration Allocation Schedule; provided, however, for the avoidance of doubt, for the purposes of determining the Specified Transaction Expenses, Transaction Taxes shall not include any UK

employee or employer national insurance contributions payable by the Company or its Subsidiaries in connection with the MIP Gross Payout.

(b) First sentence of Section 2.2 of the Merger Agreement (*Closing*) is amended and restated in its entirety as follows:

"Unless otherwise mutually agreed in writing between the Company and Parent, the closing for the Merger (the "Closing") shall take place at the offices of Sullivan & Cromwell LLP, 125 Broad Street, New York, New York, at 9:00 a.m. on March 7, 2011 (the "Closing Date"), subject to the fulfillment or waiver of conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), it being understood and agreed that the Parties shall use commercially reasonable efforts to close on March 4, 2011."

(c) Section 3.2 of the Merger Agreement (*Deliveries and Actions by Parent at the Closing*) is hereby amended by deleting Subsection (f) therefrom.

(d) Section 5.2(a)(i) of the Merger Agreement is hereby deleted in its entirely and replaced by the following:

"Parent shall, as soon as practicable, and in no event later than April 29, 2011, prepare, or cause to be prepared, and deliver to the Stockholders' Agent, a statement of the actual Net Cash as of the Closing (the "Closing Net Cash"), including the actual Debt as of the Closing (the "Closing Debt")."

(e) Article IV of the Merger Agreement (*Effect of the Merger on Capital Stock; Exchange Procedures*) is hereby amended by adding Section 4.10 as follows:

"Payment of the MIP Net Upfront Payout. As soon as reasonably practicable (but no later than the end of the second payroll period) following the Effective Time, Parent shall deliver, or cause to be delivered, to the Surviving Corporation' s existing payroll provider or such other payroll provider as is mutually acceptable to Parent and the Stockholders' Agent, the MIP Net Upfront Payout to be promptly paid to the MIP Participants.

Section 3. Certain Agreements and Acknowledgements Relating to the Existing Debt Payoff Amounts. The Parties agree and acknowledge that, notwithstanding any provision of the Merger Agreement (including, without limitation, Section 3.2(c) thereof and Annex C thereto) the Company shall deliver all of the Existing Debt Payoff Amounts at or prior to the Closing, in cash, to the applicable lenders and secure the receipt of the documents referred to in Section 3.1(a) of the Merger Agreement in the manner specified therein, and (a) none of Parent nor any of its Subsidiaries or Affiliates shall have any obligation to deliver such Existing Debt Payoff Amounts to the applicable lender parties; and (b) any Indebtedness so discharged as a result of such actual payment of such Existing Debt Payoff Amounts by the Company at or prior to the Closing and the receipt of the documents referred to in Section 3.1(a) of the Merger Agreement in the manner specified therein shall not be included in the definition of Debt for purposes of the adjustments specified in Article V of the Merger Agreement.

Section 4. Certain Amendments and Acknowledgements Relating to Estimated Closing Net Cash and Estimated Closing Net Debt and Related Matters. The Parties agree and acknowledge

that, notwithstanding any provision of the Merger Agreement (including, without limitation, Section 5.1(a) thereof and Annex C thereto), the Estimated Closing Net Cash and the Estimated Closing Debt shall be calculated on the basis of net working capital as of February 28, 2011 (calculated in accordance with Annex C), reduced by the following deductions: (a) the Company' s expenses from February 28, 2011 through the Closing Date, in the estimated amount of $**[**]**; (b) the repayment of principal and accrued interest, together with prepayment penalties, under the Loan and Security Agreement, dated as of December 22, 2010, among Oxford Finance Corporation, the Lenders listed on Schedule 1.1 thereto, the Company, UK Sub and US Sub, in the amount of $**[**]**; (c) the repayment of principal and accrued interest, together with applicable success fees, in connection with the Leasehold Mortgage and Security Agreement, dated June 29, 2006, by and between US Sub and Massachusetts Development Finance Agency, in the amount of $**[**]**; (d) applicable United States employer matching payroll taxes in connection with the Merger Consideration, in the estimated amount of $**[**]**; (e) the applicable employer' s United Kingdom National Insurance payable in connection with the aggregate Company Option Closing Payments, in the estimated amount of $**[**]**; and (f) the Stockholders' Agent' s Fund in the amount of $**[**]**. For the avoidance of doubt, the foregoing shall only apply to the determination of the Estimated Closing Net Cash and the Estimated Closing Debt and shall not apply to the determination of the Closing Net Cash and the Closing Debt in accordance with Article V of the Merger Agreement and any resultant adjustments.

Section 5. Effect of Amendment; Miscellaneous.

(a) This Amendment shall not constitute an amendment or waiver of any provision of the Merger Agreement except as expressly stated herein. Except as expressly amended hereby, the provisions of the Merger Agreement shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(b) On and after the date hereof, each reference in the Merger Agreement to "this Merger Agreement," "hereunder," "hereof," "herein" or words of similar import shall be deemed a reference to the Merger Agreement, as amended hereby, provided that the references to the date of the Merger Agreement will continue to refer to the original execution date of the Merger Agreement.

(c) The provisions of Article XII of the Merger Agreement shall apply to this Amendment mutatis mutandis.

[*The Remainder of This Page Is Intentionally Left Blank*]

In Witness Whereof, each of the Parties has caused this Amendment to be duly executed and delivered as of the day and year written above.

BIOVEX GROUP, INC.

By: /s/ Philip Astley-Sparke
Name: Philip Astley-Sparke
Title: President and CEO

BIOVEX LIMITED

By: /s/ Philip Astley-Sparke
Name: Philip Astley-Sparke
Title: Director

[*Signature Page to the First Amendment to the Merger Agreement*]

AMGEN INC.

By: /s/ Kevin W. Sharer
Name: Kevin W. Sharer
Title: Chairman of the Board and Chief Executive Officer

ANDROMEDA ACQUISITION CORP.

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

[*Signature Page to the First Amendment to the Merger Agreement*]

FORBION 1 MANAGEMENT B.V.
As Stockholders' Agent

By: /s/ Martien van Osch, by Christina Takke, Proxy Holder
Name: Martien van Osch
Title: Director

[*Signature Page to the First Amendment to the Merger Agreement*]

Exhibit 10.2

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Grant Date:	
Grant Price:	$_____
Number of Shares:	
Expiration Date:	The [_____ (___th)] anniversary of the date of this Award
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

GRANT OF STOCK OPTION AGREEMENT

THE SPECIFIC TERMS OF YOUR STOCK OPTION ARE FOUND IN THE PAGES RELATING TO THE GRANT OF STOCK OPTIONS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS GRANT OF STOCK OPTIONS.

On the Grant Date, specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), an option (the "Option") to purchase the number of shares of the $.0001 par value common stock of the Company (the "Shares") specified in the Award Notice, pursuant to the terms set forth in this Stock Option Agreement, any special terms and conditions for your country set forth in the attached Appendix A and the Award Notice (together, the "Agreement"). This Option is not intended to qualify and will not be treated as an "incentive stock option" within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (together with the regulations and other official guidance promulgated thereunder, the "Code"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Plan.

The provisions of your Option are as follows:

I. Subject to the terms and conditions of the Plan and this Agreement, on each Vesting Date the Option shall vest with respect to the number of Shares indicated on the Vesting Schedule, provided that you have remained continuously and actively employed with the Company or an Affiliate (as defined in the Plan) through each applicable Vesting Date, unless (i) your employment has terminated due to your Voluntary Termination (as defined in Section IV(A)(5)) or (ii) you experience a Qualified Termination (as defined in Section IV(B)(4)), or as otherwise determined by the Company in the exercise of its discretion as provided in Section IV(A)(7). This Option may only be exercised for whole shares of the Common Stock, and the Company shall be under no obligation to issue any fractional Shares to you. Subject to the limitations contained herein, this Option shall be exercisable with respect to each installment on or after the applicable Vesting Date. Notwithstanding anything herein to the contrary, the Vesting Schedule may be accelerated (by notice in writing) by the Company in its sole discretion at any time during the term of this Option. In addition, if not prohibited by local law, vesting may be suspended by the Company in its sole discretion during a leave of absence as provided from time to time according to Company policies and practices.

II. (a) The per share exercise price of this Option is the Grant Price as defined in the Award Notice, being not less than the Fair Market Value of the Common Stock on the date of grant of this Option.

(2) To the extent permitted by applicable statutes and regulations,

payment of the exercise price per share is due in full upon exercise of all or any part of each installment which has become exercisable by you by means of (i) cash or a check, (ii) any cashless exercise procedure through the use of a brokerage arrangement approved by the Company, or (iii) any other form of legal consideration that may be acceptable to the Board or the Committee in their discretion.

(3) To the extent permitted by applicable statutes and regulations, if, at the time of exercise, the Company' s Common Stock is publicly traded and quoted regularly in the Wall Street Journal, payment of the exercise price may be made by delivery of already-owned Shares of a value equal to the exercise price of the Shares for which this Option is being exercised. The already-owned Shares must have been owned by you for the period required to avoid adverse accounting treatment and owned free and clear of any liens, claims, encumbrances or security interests. Payment may also be made by a combination of cash and already-owned Common Stock.

Notwithstanding the foregoing, the Company reserves the right to restrict the methods of payment of the exercise price if necessary or advisable to comply with applicable law or regulation, as determined by the Company in its sole discretion.

III. Notwithstanding anything to the contrary contained herein, this Option may not be exercised unless the Shares issuable upon exercise of this Option are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

IV. (A) The term of this Option commences on the Grant Date and, unless sooner terminated as set forth below or in the Plan, terminates on the [___(___th)] anniversary of the date of this Option (the "Expiration Date"). This Option shall terminate prior to the Expiration Date as follows: three (3) months after the termination of your employment with the Company or an Affiliate (as defined in the Plan) for any reason or for no reason, including if your employment is terminated by the Company or an Affiliate without Cause (as defined below), or in the event of any other termination of your employment caused directly or indirectly by the Company or an Affiliate, unless:

(1) such termination of your employment is due to your Permanent and Total Disability (as defined below), in which case the Option shall terminate on the earlier of the Expiration Date or five (5) years after termination of your employment and the vesting of the Option shall be accelerated and the Option shall be fully exercisable, subject to your execution of a general release and waiver in a form provided by the Company, as of the day immediately preceding such termination of your employment with respect to the Option, except that if the Option was granted in the calendar year in which such termination occurs, the Option shall be accelerated to vest with respect to a number of Shares equal to the number of Shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12);

(2) such termination of your employment is due to your death, in which case the Option shall terminate on the earlier of the Expiration Date or five (5) years after your death and the vesting of the Option shall be accelerated and the Option shall be fully exercisable as of the day immediately preceding your death with respect to the Option, except that if the Option was granted in the calendar year in which your death occurs the Option shall be accelerated to vest with respect to a number of shares equal to the number of shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12);

(3) during any part of such three (3) month period, this Option is not exercisable solely because of the condition set forth in Section III above, in which event this Option shall not terminate until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three (3) months after the termination of your employment;

(4) exercise of this Option within three (3) months after termination of your employment with the Company or with an Affiliate would result in liability under Section 16(b) of the Exchange Act, in which case this Option will terminate on the earlier of: (a) the tenth (10th) day after the last date upon which exercise would result in such liability; (b) six (6) months and ten (10) days after the termination of your employment with the Company or an Affiliate; or (iii) the Expiration Date;

(5) such termination of your employment is due to your voluntary termination (and such voluntary termination is not the result of Permanent and Total Disability (as defined below)) after you are at least sixty five (65) years of age, or after you are at least fifty-five (55) years of age and have been an employee of the Company and/or an Affiliate for at least ten (10) years in the aggregate as determined by the Company in its sole discretion according to Company policies and practices as in effect from time to time ("Voluntary Termination"), in which case this Option shall terminate on the earlier of the Expiration Date or five (5) years after termination of your employment and the unvested portions of this Option will become exercisable pursuant to the Vesting Schedule without regard to your Voluntary Termination of your employment prior to the Vesting Date, subject to your execution of a general release and waiver in a form provided by the Company, with respect to the Option; if the Option was granted in the calendar year in which your Voluntary Termination occurs, the Option will become exercisable pursuant to the Vesting Schedule only with respect to a number of Shares equal to the number of Shares subject to the Option multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12); notwithstanding the definition of Voluntary Termination set forth above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in your jurisdiction that would likely result in the favorable treatment upon Voluntary Termination described above being deemed unlawful and/or discriminatory, then the Committee will not apply the favorable treatment described above;

(6) such termination of your employment is due to a Qualified Termination, in which case, the Option shall terminate within three (3) months following the Qualified Termination and, to the extent permitted by applicable law, the vesting of the Option shall be accelerated and the Option shall be fully exercisable as of the day immediately prior to the Qualified Termination; or

(7) the Company determines, in its sole discretion at any time during the term of this Option, in writing, to otherwise extend the period of time during which this Option will vest and may be exercised after termination of your employment.

However, in any and all circumstances and except to the extent the Vesting Schedule has been accelerated by the Company in its sole discretion during the term of this Option or as a result of your Permanent and Total Disability or death as provided in Sections IV(A)(1) or IV(A)(2) above, respectively, as a result of your Voluntary Termination as provided in Section IV(A)(5) above, as a result of a Change of Control as provided in Section IV(A)(6) above or as otherwise determined by the Company in the exercise of its discretion as provided in Section IV(A)(7) above, this Option may be exercised following termination of your employment only as to that number of Shares as to which it was exercisable on the date of termination of your employment under the provisions of Section I of this Agreement.

(B) For purposes of this Option:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director to the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive options and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law). Your right, if any, to exercise the Option after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law;

(2) "Cause" shall mean (i) your conviction of a felony, or (ii) your engaging in conduct that constitutes willful gross neglect or willful gross misconduct in carrying out your duties, resulting, in either case, in material economic harm to the Company, unless you believed in good faith that such conduct was in, or not contrary to, the best interests of the Company. For purposes of clause (ii) above, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith;

(3) "Permanent and Total Disability" shall have the meaning ascribed to such term under Section 22(e)(3) of the Code and with such permanent and total disability being certified prior to termination of your employment by (a) the U.S. Social Security Administration, (b) the comparable governmental authority applicable to an Affiliate, (c) such other body having

the relevant decision-making power applicable to an Affiliate, or (d) an independent medical advisor appointed by the Company in its sole discretion, as applicable, in any such case;

(4) "Qualified Termination" shall mean

(a) if you are an employee who participates in the Change of Control Plan, your termination of employment within two (2) years following a Change of Control (i) by the Company other than for Cause, Disability (as defined below) or as a result of your death, or (ii) by you for Good Reason (as defined in the Change of Control Plan); or

(b) if you are an employee who does not participate in the Change of Control Plan or the Change of Control Plan is no longer in effect, your termination of employment within two (2) years following a Change of Control by the Company other than for Cause, Disability (as defined below) or as a result of your death;

(5) "Change of Control" shall mean the occurrence of any of the following:

(a) the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then outstanding Shares or the combined voting power of the Company' s then outstanding voting securities entitled to vote generally in the election of directors; or

(b) individuals who, as of April 2, 1991, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to April 2, 1991, whose election, or nomination for election by the Company' s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(c) the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company' s then outstanding voting securities) or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(d) any other event which the Incumbent Board, in its sole discretion, determines shall constitute a Change of Control;

Notwithstanding anything herein or in any Award Agreement to the contrary, if a Change of Control constitutes a payment event with respect to any Award that is subject to United States income tax and which provides for a deferral of compensation that is subject to Section 409A of the Code, the transaction or event described in subsection (a), (b), (c) or (d) above must also constitute a "change in control event," as defined in U.S. Treasury Regulation §1.409A-3(i)(5), in order to constitute a Change of Control for purposes of payment of such Award.

(6) "Change of Control Plan" shall mean the Company' s change of control and severance plan, including the Amgen Inc. Change of Control Severance Plan, as amended and restated, effective as of December 9, 2010 (and any subsequent amendments thereto), or any equivalent plan governing the provision of benefits to eligible employees upon the occurrence of a Change of Control (including resulting from a termination of employment that occurs within a specified time period following a Change of Control), as in effect immediately prior to a Change of Control; and

(7) "Disability" shall be determined in accordance with the Company' s long-term disability plan as in effect immediately prior to a Change of Control.

V. (A) To the extent specified above, this Option may be exercised by delivering a notice of exercise in person, by mail, via electronic mail or facsimile or by other authorized method designated by the Company, together with the exercise price to the Company Stock Administrator, or to such other person as the Company Stock Administrator may designate, during regular business hours, together with such additional documents as the Company may then require pursuant to Section 7.2(b) of the Plan.

(B) Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax Obligations"), you acknowledge that the ultimate liability for all Tax Obligations is and remains your responsibility and may exceed the amount actually withheld by the Company and/or your Employer. You further acknowledge that the Company and/or your Employer: (a) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option grant, including, but not limited to, the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your liability for Tax Obligations or achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

(C) Prior to any relevant taxable or tax withholding event, as applicable, you shall pay or make adequate arrangements satisfactory to the Company and/or your Employer to satisfy all Tax Obligations. In this regard, you authorize the Company and/or your Employer, or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(1) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(2) withholding from proceeds of the sale of Shares acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization).

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates.

(D) Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. You agree to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section V. Notwithstanding anything to the contrary contained herein, the Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax Obligations.

VI. This Option is not transferable, except by will or the laws of descent and distribution, and is exercisable during your life only by you except if you have named a trust created for the benefit of you, your spouse, or members of your immediate family (a "Trust") as beneficiary of this Option, this Option may be exercised by the Trust after your death.

VII. Any notices provided for in this Option or the Plan shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the address specified above or at such other address as you hereafter designate by written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

VIII. This Option is subject to all the provisions of the Plan and its provisions are hereby made a part of this Option, including without limitation the provisions of Articles 6 and 7 of the Plan relating to Options, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Option and those of the Plan, the provisions of the Plan shall control.

IX. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Option by and among, as applicable, your Employer, the Company, or Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and your Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Data"). You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), or any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere including outside the European Economic Area, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize your Employer, the Company, Affiliates of the Company, Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to any other broker, escrow agent or other third party with whom the shares received upon exercise of this Option may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

X. The terms of this Option shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Option is made and/or to be performed.

XI. Notwithstanding any provision of this Option to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, the Option

granted hereunder shall be subject to any special terms and conditions for your country set forth in Appendix A and the following additional terms and conditions:

a. the terms and conditions of this Option, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration to the Plan;

b. if applicable, the effectiveness of this Option is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals; and

c. the Company may take any other action before or after the date of this Option that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

XII. Notwithstanding the foregoing, the Company may not take any actions hereunder, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation, or the rules of any Securities Exchange. Notwithstanding anything to the contrary contained herein, the Shares issuable upon exercise of this Option shall not be issued unless such Shares are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

XIII. (A) In accepting this Option, you acknowledge that:

(1) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan;

(2) the grant of this Option is voluntary and occasional and does not create any contractual or other right to receive future awards of options, or benefits in lieu of options even if options have been awarded repeatedly in the past;

(3) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(4) your participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(5) your participation in the Plan is voluntary;

(6) for labor law purposes outside the United States, options are an extraordinary item that do not constitute compensation of any kind for services of any kind rendered to the Company or to your Employer, and the grant of this Option is outside the scope of your employment contract, if any;

(7) for labor law purposes outside the United States, the grant of options and the underlying Shares are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payment and in no event shall be considered as compensation for, or relating in any way to, past services for the Company or any Affiliate;

(8) the grant of options and the underlying Shares are not intended to replace any pension rights or compensation;

(9) neither the grant of options nor any provision of this Option, the Plan or the policies adopted pursuant to the Plan confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(10) in the event that you are not an employee of the Company or any Affiliate, the Option shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(11) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(12) if the underlying Shares do not increase in value, this Option will have no value; if you exercise this Option and obtain Shares, the value of those Shares acquired upon exercise may increase or decrease in value, even below the Grant Price per share;

(13) in consideration of the grant of this Option, no claim or entitlement to compensation or damages arises from forfeiture of options resulting from termination of your employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim;

(14) except as otherwise provided in this Agreement or the Plan, the Option and the benefits under the Plan, if any, will not automatically transfer to another company in case of a merger, takeover or transfer of liability.

(B) The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

XIV. If one or more of the provisions of this Option shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Option to be construed so as to foster the intent of this Option and the Plan.

XV. If you have received this Option or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVI. This Option is not intended to constitute "nonqualified deferred compensation" within the meaning of Code Section 409A, but rather is intended to be exempt from the application of Code Section 409A. To the extent that this Option is nevertheless deemed to be subject to Code Section 409A for any reason, this Option shall be interpreted in accordance with Code Section 409A and U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Notwithstanding any provision herein to the contrary, in the event that following the Grant Date, the Committee (as defined in the Plan) determines that this Option may be or become subject to Code Section 409A, the Committee may adopt such amendments to the Plan and/or this Option or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Plan and/or this Option from the application of Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to this Option, or (b) comply with the requirements of Code Section 409A; provided, however, that this paragraph shall not create an obligation on the part of the Committee to adopt any such amendment, policy or procedure or take any such other action.

XVII. By electing to accept this Option, you acknowledge receipt of this Option and hereby confirm your understanding that the terms set forth in this Option constitute, subject to the terms of the Plan, which terms shall control in the event of any conflict between the Plan and this Option, the entire agreement and understanding of the parties with respect to the matters contained herein and supersede any and all prior agreements, arrangements and understandings, both oral and written, between the parties concerning the subject matter of this Option. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

XVIII. The Company reserves the right to impose other requirements on your participation in the Plan, on this Option and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

XIX. This Option and all compensation payable with respect to it shall be subject to recovery by the Company pursuant to any and all of the Company' s policies with respect to the recovery of compensation, as they shall be in effect and may be amended from time to time, to the maximum extent permitted by applicable law.

Very truly yours,

AMGEN INC.

By _____
Duly authorized on behalf
of the Board of Directors

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC 2009 EQUITY INCENTIVE STOCK PLAN

GRANT OF STOCK OPTION (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern the Option to purchase Shares under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern the Option granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you**. Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2011. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you exercise the Option, acquire Shares under the Plan, or when you subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

ALL NON-U.S. JURISDICTIONS

TERMS AND CONDITIONS

Method of Exercise. The following provision replaces Section II(a)(3):

To the extent permitted by applicable statutes and regulations, payment of the exercise price per share is due in full in cash or check upon exercise of all or any part of this Option which has

become exercisable by you. Due to legal restrictions outside the U.S., you are not permitted to pay the exercise price by delivery of already-owned Shares of a value equal to the exercise price of the Shares for which this Option is being exercised. Furthermore, payment may not be made by a combination of cash and already-owned Common Stock.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire Shares under the Plan and offer the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Notification. You may be entitled to revoke acceptance of the Option granted under the Plan on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

(i) If you accept the Option outside the business premises of the Company, you may be entitled to revoke your acceptance of the Option, provided the revocation is made within one (1) week after such acceptance of the Option.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the applicable Agreement to the Company or the Company' s representative with language which can be understood as a refusal to conclude or honor the applicable Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Notification. If you hold Shares acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed 30,000,000 or as of December 31 does not exceed 5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell Shares acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of

Austria. If the transaction volume of all accounts abroad exceeds 3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Taxation of the Option. Your tax consequences will vary depending on when you accept the Option. If you accept the Option in writing within 60 days of the offer date, you will be subject to taxation on the offer date. If you accept the Option more than 60 days after the offer date, you will be subject to taxation at exercise. Please refer to the additional materials that will be delivered to you for a more detailed description of the tax consequences of accepting the Option. You should consult your personal tax advisor prior to accepting the Option.

Tax Reporting Notification. You are required to report any taxable income attributable to the Option granted hereunder on your annual tax return. You are also required to report any bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Option, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the exercise of the Option and the sale of Shares acquired under the Plan.

NOTIFICATIONS

Exchange Control Notification. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the Shares.

BULGARIA

NOTIFICATIONS

Exchange Control Notification. If you exercise the Option by means of cash or a check, in order to remit funds out of Bulgaria, you will need to declare the purpose of the remittance to the local bank that is transferring the funds abroad. If the amount that you wish to transfer exceeds BGN25,000, you will need to complete a standard form statistical declaration and provide it to the bank involved in the money transfer. You should check with your local bank on requirements for information or documents that may need to be provided. If you exercise the Option by means of a cashless exercise method, no declaration to the local bank will be required.

If you exercise the Option by way of a cashless method of exercise, this declaration will not be required because no funds will be remitted out of Bulgaria.

CANADA

TERMS AND CONDITIONS

Form of Payment. Due to legal restrictions in Canada, you are prohibited from surrendering Shares that you already own or attesting to the ownership of Shares to pay the exercise price or any Tax Obligations in connection with the Option.

Termination of Employment. Section IV(B) (1) of the Agreement is amended to read as follows:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director to the Company or an Affiliate; in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive the Option and vest under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire Shares pursuant to the Option after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaries intentées, directement ou indirectement, relativement à ou suite à la présente convention.

Data Privacy Notice and Consent. This provision supplements Section IX of the Agreement:

You hereby authorize the Company and the Company' s representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Notification. Proceeds from the sale of Shares may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire Shares.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding Shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Form V must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

If you exercise the Option by means of the cashless method of exercise, you are not required to file a Form V because you will not hold any Shares. However, if you open a deposit account with a foreign broker or bank to hold the cash proceeds, you are required to file a Form K as described above.

FINLAND

There are no country-specific provisions.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of 12,500 must be reported monthly to the German Federal Bank. If you use a German bank to effect a cross-border payment in excess of 12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables or payables or debts in foreign currency exceeding an amount of 5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

NOTIFICATIONS

Exchange Control Information. If you exercise your Option through a cash exercise, withdraw funds from a bank in Greece and remit those funds out of Greece, you may be required to submit a written application to the bank. The application will likely need to contain the following information: (i) amount and currency to be remitted; (ii) account to be debited; (iii) name and contact information of the beneficiary (the person or corporation to whom the funds are to be remitted); (iv) bank of the beneficiary with address and code number; (v) account number of the beneficiary; (vi) details of the payment such as the purpose of the transaction (*e.g.*, exercise of Option); and (vii) expenses of the transaction.

If you exercise your Option by way of a cashless method of exercise as described in Section II(2)(ii) of the Agreement, this application will not be required because no funds will be remitted out of Greece.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: *The Option and any Shares issued in respect of the Option do not constitute a public offering of securities under Hong Kong law and are available only to members of the Board, Employees and Consultants. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Option and any documentation related thereto are intended solely for the personal use of each member of the Board, Employee and/or Consultant and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, or the Plan, you should obtain independent professional advice.*

Sale of Shares. In the event that Shares are issued in respect of Options within six (6) months of the Grant Date, you agree that you will not dispose of such Shares prior to the six-month anniversary of the Grant Date.

HUNGARY

There are no country-specific provisions.

INDIA

TERMS AND CONDITIONS

Option Exercise Restriction. Due to legal restrictions in India, you will not be permitted to pay the exercise price for Shares subject to the Option granted hereunder by a cashless "sell-to-cover" procedure, under which method a number of Shares with a value sufficient to cover the exercise price, brokerage fees and any applicable Tax Obligations would be sold upon exercise and you would receive only the remaining Shares subject to the exercised Option. The Company reserves the right to permit this procedure for payment of the exercise price in the future, depending on the development of local law.

NOTIFICATIONS

Exchange Control Notification. If you remit funds out of India to purchase Shares at exercise of the Option granted hereunder, you are responsible for complying with applicable exchange control regulations. In particular, it will be your obligation to determine whether approval from the Reserve Bank of India is required prior to exercise or whether you have exhausted the investment limit of US$200,000 for the relevant fiscal year.

You must repatriate the proceeds from the sale of Shares acquired under the Plan and any dividends received in relation to the Shares to India within 90 days after receipt. You must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or your Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Agreement. This provision supplements Section XII of the Agreement:

In accepting the Option granted hereunder, you acknowledge your understanding and agreement that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.,* an Option or Shares) in the Company,

or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Option Cashless Exercise Restriction. Due to legal restrictions in Italy, you will be required to pay the exercise price for any Shares subject to the Option granted hereunder by a cashless sell-all exercise, such that all Shares will be sold immediately upon exercise and the cash proceeds of sale, less the exercise price, any Tax Obligations and broker' s fees or commissions, will be remitted to you. The Company reserves the right to provide additional methods of exercise depending on local developments.

Data Privacy Consent. The following provision replaces Section IX of the Agreement:

You hereby explicitly and unambiguously consent to the collection, use, processing and transfer, in electronic or other form, of your personal data as described herein by and among, as applicable, your Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Affiliate, details of all option granted, or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 − 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purpose of implementing, administering and managing your participation in the Plan, and that the

Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit any Shares acquired at vesting of the Option. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Agreement. By accepting the Option granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Agreement and this Appendix.

For the Option granted, you further acknowledge that you have read and specifically and explicitly approve, without limitation, the following Sections of the Option Agreement: Section I, Section IV, Section V, Section IX (as replaced by the above consent), Section X, Section XIII, Section XIV, and Section XVIII.

JAPAN

NOTIFICATIONS

Exchange Control Information. If you acquires Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares.

In addition, if you pay more than ¥30,000,000 in a single transaction for the purchase of Shares when you exercise the Option, you must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether or not the relevant payment is made through a bank in Japan.

A Payment Report is required independently from a Securities Acquisition Report. Therefore, if the total amount that the you pay upon a one-time transaction for exercising the Option and purchasing Shares exceeds ¥100,000,000, then you must file both a Payment Report and a Securities Acquisition Report.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Agreement. In accepting the Option granted hereunder, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Option Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section XIII of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan does not constitute an acquired right.

(2) The Plan and your participation in the Plan are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of the Option granted and/or Shares issued under the Plan.

Labor Law Acknowledgement and Policy Statement. In accepting the Option granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen

Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of Shares do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. ("Amgen-Mexico"). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participation in the Plan do not establish any rights between you and your employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Opción bajo el presente documento, usted reconoce que ha recibido una copia del Plan, que ha revisado el mismo en su totalidad, así como también el Acuerdo de Opción, incluyendo este Apéndice, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan y del Opción, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección XIII del Acuerdo de Opción, en los que se establece y describe claramente que:

(1) Su participación en el Plan de ninguna manera constituye un derecho adquirido.

(2) El Plan y su participación en el mismo son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de la opción otorgada y/o de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Opción bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de

Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. ("Amgen-México"). Derivado de lo anterior, usted reconoce expresamente que el Plan y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen − México, y no forman parte de las condiciones laborales y/o los beneficios otorgados por Amgen − México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Notification. You should be aware of Dutch insider-trading rules, which may impact the exercise of the Option granted hereunder and the sale of Shares acquired under the Plan. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting the Option granted hereunder and participating in the Plan, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider trading rules:

Under Article 46 of the Act on the Supervision of the Securities Trade 1995, anyone who has "inside information" related to the Company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is knowledge of a detail concerning the issuer to which the securities relate that is not public and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including person eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

NOTIFICATIONS

Securities Law Information. You are being offered an opportunity to participate in the Plan. In compliance with New Zealand securities law, you are hereby notified that the following documents are available for review at the web addresses listed below:

The Company' s most recent Annual Report (Form 10-K), Quarterly Report (Form 10-Q) and published financial statements (in Form 10-K or Form 10-Q): www.amgen.com

The Plan, the Plan Prospectus and the Agreement: www.benefits.ml.com

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Notification. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such transactions or balances exceeds 15,000. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter. The reports are filed on special forms available on the website of the National Bank of Poland.

PORTUGAL

NOTIFICATIONS

Exchange Control Notification. If you do not hold the Shares acquired under the Plan with a Portuguese financial intermediary, you may need to file a report with the Portuguese Central Bank. If the Shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Notification. If you deposit proceeds from the sale of Shares in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Option Cashless Exercise Restriction. Due to legal restrictions in Russia, you will be required to pay the exercise price for any Shares subject to the Option granted hereunder by a cashless sell-all exercise, such that all Shares will be sold immediately upon exercise and the cash proceeds of sale, less the exercise price, any Tax Obligations and broker' s fees or commissions, will be remitted to you. The Company reserves the right to provide additional methods of exercise depending on local developments.

Securities Law Requirements. The Option granted hereunder, the Agreement, including this Appendix, the Plan and all other materials you may receive regarding your participation in the Plan or the Option granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia; therefore, such Shares may not be offered or placed in public circulation in Russia.

In no event will Shares acquired under the Plan be delivered to you in Russia; all Shares will be maintained on your behalf in the United States.

You are not permitted to sell any Shares acquired under the Plan directly to a Russian legal entity or resident.

NOTIFICATIONS

Exchange Control Notification. If you remit funds out of Russia to purchase Shares at exercise of the Option, the funds must be remitted from a foreign currency account in your name at an authorized bank in Russia. This requirement does not apply if you use a cashless exercise procedure such that all or part of the Shares subject to the Option granted hereunder are sold immediately upon exercise and the proceeds of sale remitted to the Company to cover the exercise price for the purchased Shares and any Tax Obligations because, in this case, there is no remittance of funds out of Russia.

With respect to any Shares acquired under the Plan, you must repatriate the proceeds from the sale of such Shares and any dividends received in relation to such shares to Russia within a

reasonably short period after receipt. The sale proceeds and any dividends received must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section XIII of the Agreement:

By accepting the Option granted hereunder, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant the Option under the Plan to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision, which is entered into upon the express assumption and condition that the Option granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis other than as expressly set forth in the Agreement, including this Appendix. Consequently, you understand that the Option granted hereunder is given on the assumption and condition that it shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of the Option since the future value of the Option and the underlying Shares is unknown and unpredictable. In addition, you understand that the Option granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of an Option or right to an Option shall be null and void.

Further, the vesting of the Option is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Option may

cease vesting immediately, in whole or in part, effective on the date of your termination of employment (unless otherwise specifically provided in Section IV of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Options that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accepts the conditions referred to in Section IV of the Agreement.

NOTIFICATIONS

Securities Law Information. The Option and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores*, and do not constitute a public offering prospectus.

Exchange Control Notification. When receiving foreign currency payments derived from the ownership of Shares (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan and wish to import the ownership title of such Shares (*i.e.*, share certificates) into Spain, you must declare the importation of such securities to the *Direccion General de Política Comercial y de Inversiones Extranjeras* ("DGPCIE"). Because you will not purchase or sell the Shares through the use of a Spanish financial institution, you must make the declaration yourself by filing a D-6 form with the DGCI. Generally, the D-6 form must be filed each January while the Shares are owned or to report the sale of Shares.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Option offered hereunder is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

Exchange Control Information. Turkish exchange control regulations require Turkish residents to buy Shares through financial intermediary institutions that are approved under the Capital Markets Law (*i.e.*, banks licensed in Turkey). Therefore, if you use cash to pay the exercise price for the Option, the funds must be remitted through a bank or other financial institution licensed in Turkey. A wire transfer of funds by a Turkish bank will satisfy this requirement. If you exercise the Option by way of a cashless method of exercise, this requirement does not apply because no funds will be remitted out of Turkey.

UNITED ARAB EMIRATES

There are no country-specific provisions.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section V of the Agreement:

You agree that if you do not pay or your Employer, or the Company does not withhold from you, the full amount of Tax Obligations that you owe upon exercise of the Option, or the release or assignment of the Option for consideration, or the receipt of any other benefit in connection with the Option (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter (subject to Section V of the Agreement) by withholding such amount from salary, bonus or any other funds due to you by your Employer, by withholding in Shares issued upon exercise of the

Option or from the cash proceeds from the sale of Shares or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company and/or your Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section V of the Agreement.

Joint Election. As a condition of the Option granted hereunder, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs"), which may be payable by the Company or your Employer with respect to the exercise of the Option and issuance of Shares subject to the Option, the assignment or release of the Option for consideration, or the receipt of any other benefit in connection with the Option.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for your Employer NICs payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorize the Company and your Employer to withhold such Employer NICs by any of the means set forth in Section V of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Option, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section IV(B)(1) of the Agreement:

(1) "termination of your employment" shall mean the last date you are either an active employee of the Company or an Affiliate or actively engaged as a consultant or director to the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive options and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed; provided, however, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar

periods pursuant to local law) and any paid administrative leave (as applicable), unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave. Your right, if any, to exercise the options after termination of employment will be measured by the date of termination of your active employment; provided, however, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave, unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave.

Exhibit 10.3

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Grant Date:	
Grant Price:	$_____
Number of Shares:	
Number of Units	
Expiration Date:	The [_____ (___th)] anniversary of the date of this Award
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

RESTRICTED STOCK UNIT AGREEMENT

THE SPECIFIC TERMS OF YOUR GRANT OF RESTRICTED STOCK UNITS ARE FOUND IN THE PAGES RELATING TO THE GRANT OF RESTRICTED STOCK UNITS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS RESTRICTED STOCK UNIT AGREEMENT.

On the Grant Date specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), the Number of Units with respect to the number of shares of the $.0001 par value common stock of the Company (the "Shares") specified in the Award Notice, on the terms and conditions set forth in this Restricted Stock Unit Agreement, any special terms and conditions for your country set forth in the attached Appendix A and the Award Notice (together, the "Agreement"). The Units shall constitute Restricted Stock Units under Section 9.5 of the Plan, which is incorporated herein by reference. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Plan.

I. Vesting Schedule and Termination of Units.

a. *General.* Subject to the terms and conditions of this Agreement, on each Vesting Date, the Number of Units indicated on the Vesting Schedule shall vest, provided that you have remained continuously and actively employed with the Company or an Affiliate (as defined in the Plan) through each applicable Vesting Date, unless (i) your employment has terminated due to your Voluntary Termination (as defined in paragraph (d) of this Section I below), (ii) you experience a Qualified Termination (as defined below), or (iii) as otherwise determined by the Company in the exercise of its discretion as provided in paragraph (f) of this Section I. The Units represent an unfunded, unsecured promise by the Company to deliver Shares. Only whole Shares shall be issued upon vesting of the Units, and the Company shall be under no obligation to issue any fractional Shares to you. If your employment with the Company or an Affiliate is terminated for any reason or for no reason, including if your active employment is terminated by the Company or an Affiliate without Cause (as defined below), or in the event of any other termination of your active employment caused directly or indirectly by the Company or an Affiliate, except as otherwise provided in paragraphs (b), (c), (d), (e) or (f) of this Section I below, your unvested Units shall automatically expire and terminate on the date of termination of your active employment. Notwithstanding anything herein to the contrary, the Vesting Schedule may be accelerated (by notice in writing) by the Company in its sole discretion at any time during the term of the Units. In addition, if not prohibited by local law, vesting may be suspended by the Company in its sole discretion during a leave of absence as provided from time to time according to Company policies and practices.

b. *Permanent and Total Disability.* Notwithstanding the provisions in paragraph (a) above, if your employment with the Company or an Affiliate terminates due to your Permanent and Total Disability (as defined below), then the vesting of Units granted under this Agreement shall be accelerated, subject to your execution of a general release and waiver in a form provided by the Company, to vest as of the day immediately preceding such termination of your employment with respect to all Units granted hereunder, except that if the Units were granted in the calendar year in which such termination occurs, the Units shall be accelerated to vest with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12).

c. *Death*. Notwithstanding the provisions in paragraph (a) above, if your employment with the Company or an Affiliate terminates due to your death, then the vesting of Units granted under this Agreement shall be accelerated to vest as of the day immediately preceding your death with respect to all Units granted hereunder, except that if the Units were granted in the calendar year in which your death occurs the Units shall be accelerated to vest with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12).

d. *Retirement*. Notwithstanding the provisions in paragraph (a) above, if you terminate your employment with the Company or an Affiliate due to your voluntary termination (and such voluntary termination is not the result of Permanent and Total Disability (as defined below)) after you are at least sixty-five (65) years of age, or after you are at least fifty-five (55) years of age and have been an employee of the Company and/or an Affiliate for at least ten (10) years in the aggregate as determined by the Company in its sole discretion according to Company policies and practices as in effect from time to time ("Voluntary Termination"), then the Units will vest pursuant to the Vesting Schedule without regard to the termination of employment prior to the Vesting Date, subject to your execution of a general release and waiver in a form provided by the Company, with respect to all Units granted hereunder; provided, however, that if the Units were granted in the calendar year in which the Voluntary Termination occurs, the Units will vest pursuant to the Vesting Schedule provided in the Award Notice only with respect to a number of Units equal to the number of Units subject to this Agreement multiplied by a fraction, the numerator of which is the number of complete months you remained continuously and actively employed during such calendar year, and the denominator of which is twelve (12); notwithstanding the definition of Voluntary Termination set forth above, if the Company receives an opinion of counsel that there has been a legal judgment and/or legal development in your jurisdiction that would likely result in the favorable treatment upon Voluntary Termination described above being deemed unlawful and/or discriminatory, then the Committee will not apply the favorable treatment described above.

e. *Qualified Termination after a Change of Control*. Notwithstanding the provisions in paragraph (a) above, in the event of a Qualified Termination (as defined below), then, to the extent permitted by applicable law, the vesting of Units granted under this Agreement shall be accelerated to vest as of the day immediately prior to the Qualified Termination.

f. *Continued Vesting*. Notwithstanding the provisions in paragraph (a) above, the Company may in its sole discretion at any time during the term of this Agreement, in writing, otherwise provide that the Units will vest pursuant to the Vesting Schedule without regard to the termination of employment prior to the Vesting Date, subject to any terms and conditions that the Company may determine.

For purposes of this Agreement:

(i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Units and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law);

(ii) "Cause" shall mean (i) your conviction of a felony, or (ii) your engaging in conduct that constitutes willful gross neglect or willful gross misconduct in carrying out your duties, resulting, in either case, in material economic harm to the Company, unless you believed in good faith that such conduct was in, or not contrary to, the best interests of the Company. For purposes of clause (ii) above, no act, or failure to act, on your part shall be deemed "willful" unless done, or omitted to be done, by you not in good faith;

(iii) "Permanent and Total Disability" shall have the meaning ascribed to such term under Section 22(e)(3) of the Code and with such permanent and total disability being certified prior to termination of your employment by (i) the U.S. Social Security Administration, (ii) the comparable governmental authority applicable to an Affiliate, (iii) such other body having the relevant decision-making power applicable to an Affiliate, or (iv) an independent medical advisor appointed by the Company in its sole discretion, as applicable, in any such case;

(iv) "Qualified Termination" shall mean

(a) if you are an employee who participates in the Change of Control Plan (as defined below), your termination of employment within two (2) years following a Change of Control (i) by the Company other than for Cause, Disability (as defined below), or as a result of your death or (ii) by you for Good Reason (as defined in the Change of Control Plan); or

if you are an employee who does not participate in the Change of Control Plan or the Change of Control Plan is no
(b) longer in effect, your termination of employment within two (2) years following a Change of Control by the Company other than for Cause, Disability (as defined below), or as a result of your death;

(v) "Change of Control" shall mean the occurrence of any of the following:

(A) the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or any of its Affiliates, or any employee benefit plan of the Company or any of its Affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then-outstanding Shares or the combined voting power of the Company' s then-outstanding voting securities entitled to vote generally in the election of directors; or

(B) individuals who, as of April 2, 1991, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to April 2, 1991, whose election, or nomination for election by the Company' s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(C) the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company' s then-outstanding voting securities) or a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company; or

(D) any other event which the Incumbent Board, in its sole discretion, determines shall constitute a Change of Control.

Notwithstanding anything herein or in the Agreement to the contrary, if a Change of Control constitutes a payment event with respect to any Unit that is subject to United States income tax and which provides for a deferral of compensation that is subject to Section 409A of the Code, the transaction or event described in subsection (A), (B), (C) or (D) above must also constitute a "change in control event," as defined in U.S. Treasury Regulation § 1.409A-3(i)(5), in order to constitute a Change of Control for purposes of payment of such Unit.

(vi) "Change of Control Plan" shall mean the Company' s change of control and severance plan, including the Amgen Inc. Change of Control Severance Plan, as amended and

restated, effective as of December 9, 2010 (and any subsequent amendments thereto), or equivalent plan governing the provision of benefits to eligible employees upon the occurrence of a Change of Control (including resulting from a termination of employment that occurs within a specified time period following a Change of Control), as in effect immediately prior to a Change of Control; and

(vii) "Disability" shall be determined in accordance with the Company' s long-term disability plan as in effect immediately prior to a Change of Control.

II. Form and Timing of Payment. Subject to satisfaction of tax or similar obligations as provided for in Section III, any vested Units shall be paid by the Company in Shares (on a one-to-one basis) on, or as soon as practicable after, the applicable Vesting Date (which, for purposes of this Section II, includes the date of any accelerated vesting under Sections I(b), (c), (d), (e) or (f) above); provided, however, that in no event shall the payment be made after the close of your taxable year which includes the applicable Vesting Date or, if later, after the 15th day of the third calendar month following the applicable Vesting Date. Shares issued in respect of a Unit shall be deemed to be issued in consideration of past services actually rendered by you to the Company or an Affiliate or for its benefit for which you have not previously been compensated or for future services to be rendered, as the case may be, which the Company deems to have a value at least equal to the aggregate par value thereof.

III. Tax Withholding; Issuance of Certificates. Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax Obligations"), you acknowledge that the ultimate liability for all Tax Obligations is and remains your responsibility and may exceed the amount actually withheld by the Company and/ or your Employer. You further acknowledge that the Company and/or your Employer (i) make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Units, including the grant of the Units, the vesting of Units, the conversion of the Units into Shares or the receipt of an equivalent cash payment, the subsequent sale of any Shares acquired at vesting and the receipt of any dividends, and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Units to reduce or eliminate your liability for Tax Obligations or achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you shall pay, or make adequate arrangements satisfactory to the Company or to your Employer (in their sole discretion) to satisfy all Tax Obligations. In this regard, you authorize the Company and/or your Employer or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(a) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(b) withholding from proceeds of the sale of Shares acquired upon vesting or payment of the Units either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); or

(c) withholding in Shares to be issued upon vesting or payment of the Units, provided that the Company and your Employer shall only withhold an amount of Shares with a fair market value equal to the Tax Obligations.

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates. If the Tax Obligations are satisfied by withholding in Shares, for tax purposes, you are deemed to have been issued the full number of Shares subject to the vested Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax Obligations due as a result of any aspect of your participation in the Plan (any Shares withheld by the Company hereunder shall not be deemed to have been issued by the Company for any purpose under the Plan and shall remain available for issuance thereunder).

Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. You agree to take any further actions and execute any additional documents as may be necessary to effectuate the provisions of this Section III. Notwithstanding Section II above, the Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if you fail to comply with your obligations in connection with the Tax Obligations.

IV. Transferability. No benefit payable under, or interest in, this Agreement or in the Shares that are scheduled to be issued to you hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, your or your beneficiary' s debts, contracts, liabilities or torts; provided, however, nothing in this Section IV shall prevent transfer (i) by will or (ii) by applicable laws of descent and distribution.

V. Notices. Any notices provided for in this Agreement or the Plan shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at such address as is currently maintained in the Company' s records or at such other address as you hereafter designate by written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

VI. Plan. This Agreement is subject to all the provisions of the Plan, which provisions are hereby made a part of this Agreement, including without limitation the provisions of Section 9.5 of the Plan relating to Restricted Stock Units, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

VII. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Agreement is made and/or to be performed.

VIII. Code Section 409A. The time and form of payment of the Units is intended to comply with the requirements of Code Section 409A and this Agreement shall be interpreted in accordance with Code Section 409A and U.S. Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Grant Date. Notwithstanding any provision herein to the contrary, in the event that following the Grant Date, the Committee (as defined in the Plan) determines that it may be necessary or appropriate to do so, the Committee may adopt such amendments to the Plan and/or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Committee determines are necessary or appropriate to (a) exempt the Plan and/or the Units from the application of Code Section 409A and/or preserve the intended tax treatment of the benefits provided with respect to this Award, or (b) comply with the requirements of Code Section 409A; provided, however, that this paragraph shall not create an obligation on the part of the Committee to adopt any such amendment, policy or procedure or take any such other action.

IX. Acknowledgement. By electing to accept this Agreement, you acknowledge receipt of this Agreement and hereby confirm your understanding that the terms set forth in this Agreement constitute, subject to the terms of the Plan, which terms shall control in the event of any conflict between the Plan and this Agreement, the entire agreement and understanding of the parties with respect to the matters contained herein and supersede any and all prior agreements, arrangements and understandings, both oral and written, between the parties concerning the subject matter of this Agreement. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

X. Acknowledgment of Nature of Plan and Units. In accepting this Agreement, you acknowledge that:

(a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan;

(b) the grant of the Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Units, or benefits in lieu of Units even if Units have been awarded repeatedly in the past;

(c) all decisions with respect to future Awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(e) your participation in the Plan is voluntary;

(f) for labor law purposes outside the United States, Units are an extraordinary item that do not constitute wages of any kind for services of any kind rendered to the Company or to your Employer, and the grant of Units is outside the scope of your employment contract, if any;

(g) for labor law purposes outside the United States, the grant of Units and the Shares subject to the Units are not part of normal or expected wages or salary for any purposes, including, but not limited to, calculation of any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments;

(h) the grant of Units and the Shares subject to the Units are not intended to replace any pension rights or compensation;

(i) neither the grant of Units nor any provision of this Agreement, the Plan or the policies adopted pursuant to the Plan confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate;

(j) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(k) in consideration of the grant of Units hereunder, no claim or entitlement to compensation or damages arises from termination of Units, and no claim or entitlement to compensation or damages shall arise from forfeiture of the Units resulting from termination of your employment by the Company or an Affiliate (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim

is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim; and

(l) except as otherwise provided in this Agreement or the Plan, the Units and the benefits under the Plan, if any, will not automatically transfer to another company in case of a merger, takeover or transfer of liability.

XI. No Advice Regarding Award. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying Shares. You are hereby advised to consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

XII. Compliance with Laws. Notwithstanding any provision of this Agreement to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, the Units granted hereunder shall be subject to any special terms and conditions for your country set forth in Appendix A and to the following additional terms and conditions:

a. the terms and conditions of this Agreement, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration of the Plan;

b. if applicable, the effectiveness of your award of Units is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals;

c. to the extent necessary to comply with applicable foreign laws, the payment of any earned Units shall be made in cash or Common Stock, at the Company' s election; and

d. the Company may take any other action, before or after an award of Units is made, that it deems advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

Notwithstanding the foregoing, the Company may not take any actions hereunder, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation, or the rules of any Securities Exchange. Notwithstanding anything to the contrary contained herein, the Shares issuable upon vesting of the Unit shall not be issued unless such Shares are then registered under the Securities Act, or, if such Shares are not then so registered, the Company has determined that such vesting and issuance would be exempt from the registration requirements of the Securities Act.

XIII. ***Data Privacy and Notice of Consent. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as applicable, your Employer, the Company,***

and Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan.

You understand that the Company and your Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to Shares awarded, canceled, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan ("Data"). You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB, or any successor thereto, or any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, including outside the European Economic Area and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize your Employer, the Company, Affiliates of the Company, Merrill Lynch Bank & Trust Co., FSB, or any successor thereto, and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data as may be required to any other broker, escrow agent or other third party with whom the Shares received upon vesting of the Units may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

XIV. Severability. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

XV. Language. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVI. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan, on the Units and on any Shares acquired

under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

XVII. Compensation Subject to Recovery. The Units subject to this Award and all compensation payable with respect to them shall be subject to recovery by the Company pursuant to any and all of the Company' s policies with respect to the recovery of compensation, as they shall be in effect and may be amended from time to time, to the maximum extent permitted by applicable law.

Very truly yours,
AMGEN INC.

By: _____
Name:
Title:

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC. 2009 EQUITY INCENTIVE PLAN

GRANT OF RESTRICTED STOCK UNITS (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern any Units granted under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern any Units granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you**. Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2011. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you vest in the Units and acquire Shares under the Plan, or when you subsequently sell Shares acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire Shares under the Plan and offer the Shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Notification. You may be entitled to revoke acceptance of any Units granted under the Plan on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Agreement and the Plan:

(i) If you accept the Units outside the business premises of the Company, you may be entitled to revoke your acceptance of the Units, provided the revocation is made within one (1) week after such acceptance of the Units.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the Agreement to the Company or the Company' s representative with language which can be understood as a refusal to conclude or honor the Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Notification. If you hold Shares acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed 30,000,000 or as of December 31 does not exceed 5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell Shares acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds 3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Tax Reporting Notification. You are required to report any taxable income attributable to the Units granted hereunder on your annual tax return. You are also required to report any bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Units, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the Units and the sale of Shares acquired under the Plan.

NOTIFICATIONS

Exchange Control Information. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the Shares.

BULGARIA

There are no country-specific provisions.

CANADA

TERMS AND CONDITIONS

Termination of Employment. Section I(i) of the Agreement is amended to read as follows: (i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive any Units and vest under the Plan, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire Shares pursuant to the Units after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaries intentées, directement ou indirectement, relativement à ou suite à la présente convention.

Data Privacy Notice and Consent. This provision supplements Section XIII of the Agreement:

You hereby authorize the Company and the Company' s representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Notification. Proceeds from the sale of Shares may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire Shares.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding Shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold Shares acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Form V must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of 12,500 must be reported monthly to the German Federal Bank. If you use a German bank to effect a cross-border payment in excess of 12,500 in connection with the sale of Shares acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables or payables or debts in foreign currency exceeding an amount of 5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold Shares that exceed 10% of the total voting capital of the Company.

GREECE

There are no country-specific provisions.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: *The Units and any Shares issued in respect of the Units do not constitute a public offering of securities under Hong Kong law and are available only to members of the Board, Employees and Consultants. The Agreement, including this Appendix, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Units and any documentation related thereto are intended solely for the personal use of each member of the Board, Employee and/or Consultant and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, or the Plan, you should obtain independent professional advice.*

Units Payable Only in Shares. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the Units do not provide any right for you to receive a cash payment and shall be paid in Shares only.

Sale of Shares. In the event that Shares are issued in respect of the Units within six (6) months of the Grant Date, you agree that you will not dispose of the Shares prior to the six (6)-month anniversary of the Grant Date.

HUNGARY

There are no country-specific provisions.

INDIA

NOTIFICATIONS

Exchange Control Notification. You must repatriate the proceeds from the sale of Shares acquired under the Plan and any dividends received in relation to the Shares to India within 90 days after receipt. You must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or your Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Agreement. This provision supplements Section X of the Agreement:

In accepting any Units granted hereunder, you understand and agree that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.,* the Units or Shares) in the Company, or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Data Privacy Consent. The following provision replaces Section XIII of the Agreement:

You hereby explicitly and unambiguously consent to the collection, use, processing and transfer, in electronic or other form, of your personal data as described herein by and among, as applicable, your Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in

the Company or any Affiliate, details of all Awards granted, or any other entitlement to Shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 − 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purposes of implementing, administering and managing your participation in the Plan, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit any Shares acquired at vesting of the Units. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Agreement. By accepting any Units granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Agreement and this Appendix.

For any Units granted, you further acknowledge that you have read and specifically and explicitly approve, without limitation, the following sections of the Agreement: Section I; Section II; Section III; Section IX; Section X; Section XIII (as replaced by the above consent); Section XV; and Section XVI.

JAPAN

There are no country-specific provisions.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Agreement. In accepting the Award granted hereunder, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Agreement, including this Appendix, in their entirety and fully understand and accept all provisions of the Plan and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section X of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan does not constitute an acquired right.

(2) The Plan and your participation in the Plan are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of the option granted and/or Shares issued under the Plan.

Labor Law Acknowledgement and Policy Statement. In accepting any Award granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the

administration of the Plan and that your participation in the Plan and acquisition of Shares do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. ("Amgen-Mexico"). Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participation in the Plan do not establish any rights between you and your employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Otorgamiento bajo el presente documento, usted reconoce que ha recibido una copia del Plan, que ha revisado el mismo en su totalidad, así como también el Acuerdo de Opción, el Acuerdo, incluyendo este Apéndice, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan y del Otorgamiento, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección X del Acuerdo, en los que se establece y describe claramente que:

(1) Su participación en el Plan de ninguna manera constituye un derecho adquirido.

(2) El Plan y su participación en el mismo son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Otorgamiento de Acciones bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación

comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. ("Amgen-México"). Derivado de lo anterior, usted reconoce expresamente que el Plan y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen − México, y no forman parte de las condiciones laborales y/o los beneficios otorgados por Amgen − México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Notification. You should be aware of Dutch insider-trading rules, which may impact the sale of Shares acquired under the Plan. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting any Units granted hereunder and participating in the Plan, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider trading rules:

Under Article 46 of the Act on the Supervision of the Securities Trade 1995, anyone who has "inside information" related to the Company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is knowledge of a detail concerning the issuer to which the securities relate that is not public and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including persons eligible to participate in the Plan) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

There are no country-specific provisions.

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Notification. Polish residents holding foreign securities (including Shares) and maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such transactions or balances exceeds 15,000. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter. The reports are filed on special forms available on the website of the National Bank of Poland.

PORTUGAL

NOTIFICATIONS

Exchange Control Notification. If you do not hold the Shares acquired under the Plan with a Portuguese financial intermediary, you may need to file a report with the Portuguese Central Bank. If the Shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Notification. If you deposit proceeds from the sale of Shares in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Settlement of Units. Depending on developments in Russian securities regulations, the Company reserves the right, in its sole discretion, to force the immediate sale of any Shares to be issued upon vesting of the Units. You agree that, if applicable, the Company is authorized to instruct Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the

Company) to assist with the mandatory sale of such Shares (on your behalf pursuant to this authorization) and you expressly authorize Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to complete the sale of such Shares. You acknowledge that Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) is under no obligation to arrange for the sale of the Shares at any particular trading price. Upon the sale of Shares, you will receive the cash proceeds from the sale of Shares, less any brokerage fees or commissions and subject to your obligations in connection with the Tax Obligations.

Securities Law Requirements. Any Units granted hereunder, the Agreement, including this Appendix, the Plan and all other materials you may receive regarding your participation in the Plan or any Units granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of Shares under the Plan has not and will not be registered in Russia; therefore, Shares may not be offered or placed in public circulation in Russia.

In no event will Shares acquired under the Plan be delivered to you in Russia; all Shares will be maintained on your behalf in the United States.

You are not permitted to sell any Shares acquired under the Plan directly to a Russian legal entity or resident.

NOTIFICATIONS

Exchange Control Notification. You must repatriate the proceeds from the sale of Shares and any dividends received in relation to such Shares to Russia within a reasonably short period after receipt. The sale proceeds and any dividends received in relation to Shares must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section X of the Agreement:

By accepting the Units granted hereunder, you consent to participation in the Plan and acknowledge that you have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant any Units under the Plan to individuals who may be members of the Board, Employees or Consultants of the Company or its Affiliates throughout the world. The decision is a limited decision, which is entered into upon the express assumption and condition that any Units granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis, other than as expressly set forth in the Agreement, including this Appendix. Consequently, you understand that the Units granted hereunder are given on the assumption and condition that they shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of Units since the future value of the Units and the underlying Shares is unknown and unpredictable. In addition, you understand that any Units granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of Units or right to Units shall be null and void.

Further, the vesting of the Units is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Units may cease vesting immediately, in whole or in part, effective on the date of your termination of employment (unless otherwise specifically provided in Section I of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Units that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accepts the conditions referred to in Section I of the Agreement.

NOTIFICATIONS

Securities Law Information. The Units and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores*, and do not constitute a public offering prospectus.

Exchange Control Notification. When receiving foreign currency payments derived from the ownership of Shares (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan and wish to import the ownership title of such Shares (*i.e.*, share certificates) into Spain, you must declare the importation of such securities to the *Direccion General de Política Comercial y de Inversiones Extranjeras* ("DGPCIE") by filing a declaration on the ownership of the securities (D-6 form) each January while the Shares are owned.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Units offered hereunder are considered a private offering in Switzerland and are, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

UNITED ARAB EMIRATES

There are no country-specific provisions.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section III of the Agreement:

You agree that if you do not pay or your Employer or the Company does not withhold from you the full amount of Tax Obligations that you owe at issuance of Shares in respect of the Units, or the release or assignment of the Units for consideration, or the receipt of any other benefit in connection with the Units (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld and/or paid shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter (subject to Section III of the Agreement) by withholding the funds from salary, bonus or any other funds due to you by your Employer, by withholding in Shares issued in respect of the Units or from the cash proceeds from the sale of Shares or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any Shares to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director within the meaning of Section 13(k) of the Exchange Act, as amended from time to time, the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company and/or your Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section III of the Agreement.

Joint Election. As a condition of the Units granted hereunder, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs"), which may be payable by the Company or your Employer with respect to the Units and/or payment of the Units and issuance of Shares pursuant to the Units, the assignment or release of the Units for consideration, or the receipt of any other benefit in connection with the Units.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for your Employer NICs payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorize the Company and your Employer to withhold such Employer NICs by any of the means set forth in Section III of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Units, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section I(i) of the Agreement:

(i) "termination of your active employment" shall mean the last date that you are either an active employee of the Company or an Affiliate or actively engaged as a Consultant or Director of the Company or an Affiliate; in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Units and vest under the Plan, if any, will terminate effective as of the date that you are no longer actively employed; *provided*, *however*, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave (as applicable), unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave; *provided further*, that in no event shall payment of the Units be made after the close of your taxable year which includes the applicable Vesting Date or, if later, after the 15th day of the third calendar month following the applicable Vesting Date.

Exhibit 10.5

Form of Award Notice

[*The information set forth in this Award Notice will be contained on the related pages on Merrill Lynch Benefits Website (or the website of any successor company to Merrill Lynch Bank & Trust Co., FSB). This Award Notice shall be replaced by the equivalent pages on such website. References to Award Notice in this Agreement shall then refer to the equivalent pages on such website*]

This notice of Award (the "Award Notice") sets forth certain details relating to the grant by the Company to you of the Award identified below, pursuant to the Plan. The terms of this Award Notice are incorporated into the Agreement that accompanies this Award Notice and made of part of the Agreement. Capitalized terms used in this Award Notice that are not otherwise defined in this Award Notice have the meanings given to such terms in the Agreement.

Employee:	
Employee ID:	
Address:	
Award Type:	
Grant ID:	
Plan:	Amgen Inc. 2009 Equity Incentive Plan
Program	Amgen Inc. 2009 Performance Award Program
Grant Date:	
Number of Shares	
Number of Performance Units	
Resolutions:	The Resolutions of the Compensation and Management Development Committee of the Board of Directors of Amgen Inc., adopted on _____, regarding the Amgen Inc. 2009 Performance Award Program
Performance Period:	The Performance Period beginning on _____, 200___and ending on _____, 200___
Expiration Date:	The [_____ (___th)] anniversary of the date of this Award
Vesting Date:	Means the vesting date indicated in the Vesting Schedule
Vesting Schedule:	Means the schedule of vesting set forth under Vesting Details
Vesting Details:	Means the presentation (tabular or otherwise) of the Vesting Date and the quantity of Shares vesting.

PERFORMANCE UNIT AGREEMENT

THE SPECIFIC TERMS OF YOUR GRANT OF PERFORMANCE UNITS ARE FOUND IN THE PAGES RELATING TO THE GRANT OF PERFORMANCE UNITS FOUND ON MERRILL LYNCH BENEFITS WEBSITE (OR THE WEBSITE OF ANY SUCCESSOR COMPANY TO MERRILL LYNCH BANK & TRUST CO., FSB) (THE "AWARD NOTICE") WHICH ACCOMPANIES THIS DOCUMENT. THE TERMS OF THE AWARD NOTICE ARE INCORPORATED INTO THIS PERFORMANCE UNIT AGREEMENT.

On the Grant Date specified in the Award Notice, Amgen Inc., a Delaware corporation (the "Company"), has granted to you, the grantee named in the Award Notice, under the plan specified in the Award Notice (the "Plan"), the Number of Performance Units (the "Performance Units") specified in the Award Notice on the terms and conditions set forth in this Performance Unit Agreement (and any applicable special terms and conditions for your country set forth in the attached Appendix A (as described in greater detail in Section XIII below)) (collectively, this "Agreement"), the Plan, the Amgen Inc. 2009 Performance Award Program (the "Program") and the Resolutions (as defined below). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Program.

I. Performance Period. The Performance Period shall have the meaning set forth in the Award Notice.

II. Value of Performance Units. The value of each Performance Unit is equal to a share of Common Stock.

III. Performance Goals. An amount of the Performance Units up to the maximum amount specified in the Resolutions shall be earned, depending on the extent to which the Company achieves objectively determinable Performance Goals established by the Committee pursuant to the Resolutions. The Performance Units earned shall be calculated in accordance with the Resolutions and the Program.

IV. Form and Timing of Payment. Subject to Section XII and except as set forth in the Program, for any Performance Units earned pursuant to Section III above, the specified payment date applicable to such Performance Units shall be the year immediately following the end of the Performance Period. Shares of Common Stock issued in respect of a Performance Unit shall be deemed to be issued in consideration of past services actually rendered by you to the Company or an Affiliate or for its benefit for which you have not previously been compensated or for future services to be rendered, as the case may be, which the Company deems to have a value at least equal to the aggregate par value thereof.

V. Issuance of Certificates; Tax Withholding. Regardless of any action the Company or your actual employer (the "Employer") takes with respect to any or all income tax (including federal, state and local taxes), social insurance, payroll tax, payment on account or other tax-related items related to your participation in the Plan and the Program and legally applicable to you (the "Tax Obligations"), you acknowledge that the ultimate liability for all Tax

Obligations is and remains your responsibility and may exceed the amount actually withheld by the Company and/or your Employer. You further acknowledge that the Company and/or your Employer make no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Performance Units, including the grant of the Performance Units, the vesting of the Performance Units, the conversion of the Performance Units into shares or the receipt of an equivalent cash payment, the subsequent sale of any shares acquired at settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Performance Units to reduce or eliminate your liability for Tax Obligations or to achieve any particular tax result. Furthermore, if you become subject to tax in more than one jurisdiction between the Grant Date and the date of any relevant taxable event, you acknowledge that the Company and/or your Employer (or former employer, as applicable) may be required to withhold or account for Tax Obligations in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, you shall pay or make adequate arrangements satisfactory to the Company or to your Employer (in their sole discretion) to satisfy all Tax Obligations. In this regard, you authorize the Company and/or your Employer, or their respective agents, at their discretion, to satisfy all applicable Tax Obligations by one or a combination of the following:

(a) withholding from your wages or other cash compensation paid to you by the Company and/or your Employer; or

(b) withholding from proceeds of the sale of shares of Common Stock issued upon settlement of the Performance Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); or

(c) withholding in shares of Common Stock to be issued upon settlement of the Performance Units provided that the Company and your Employer shall only withhold an amount of shares of Common Stock with a fair market value equal to the Tax Obligations.

To avoid adverse accounting treatment, the Company may withhold or account for Tax Obligations not to exceed the applicable minimum statutory withholding rates or other applicable withholding rates. If the Tax Obligations are satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares subject to the earned Performance Units, notwithstanding that a number of shares of Common Stock is held back solely for the purpose of paying the Tax Obligations due as a result of any aspect of your participation in the Plan (any shares of Common Stock withheld by the Company hereunder shall not be deemed to have been issued by the Company for any purpose under the Plan and shall remain available for issuance thereunder).

Finally, you shall pay to the Company or your Employer any amount of Tax Obligations that the Company or your Employer may be required to withhold or account for as a result of your participation in the Plan and the Program that cannot be satisfied by the means previously described. You agree to take any further actions and to execute any additional documents as may be necessary to effectuate the provisions of this Section V. Notwithstanding Section IV above, the Company may refuse to issue or deliver the shares of Common Stock or

the proceeds of the sale of shares of Common Stock if you fail to comply with your obligations in connection with the Tax Obligations.

VI. Nontransferability. No benefit payable under, or interest in, this Agreement or in the shares of Common Stock that may become issuable to you hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge and any such attempted action shall be void and no such benefit or interest shall be, in any manner, liable for, or subject to, your or your beneficiary' s debts, contracts, liabilities or torts; *provided, however*, nothing in this Section VI shall prevent transfer (i) by will or (ii) by applicable laws of descent and distribution.

VII. No Contract for Employment. This Agreement is not an employment or service contract with the Company or an Affiliate and nothing in this Agreement shall be deemed to create in any way whatsoever any obligation on your part to continue in the employ or service of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment or service with the Company or an Affiliate.

VIII. Nature of Grant. In accepting the grant of Performance Units, you acknowledge that:

(a) the Plan and the Program are established voluntarily by the Company, are discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, as provided in the Plan and in the Program;

(b) the grant of the Performance Units is voluntary and occasional and does not create any contractual or other right to receive future awards of Performance Units, or benefits in lieu of Performance Units, even if Performance Units have been awarded repeatedly in the past;

(c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;

(d) your participation in the Plan and the Program shall not create a right to further employment with the Employer and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;

(e) your participation in the Plan and the Program is voluntary;

(f) for labor law purposes outside the United States, Performance Units are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or to the Employer, and the grant of Performance Units is outside the scope of your employment contract, if any;

(g) for labor law purposes outside the United States, the grant of Performance Units and the shares of Common Stock subject to the Performance Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculation of

any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar payments;

(h) the grant of Performance Units and the shares of Common Stock subject to the Performance Units are not intended to replace any pension rights or compensation;

(i) neither the grant of Performance Units nor any provision of this Agreement, the Plan, the Program or the policies adopted pursuant to the Plan or Program confer upon you any right with respect to employment or continuation of current employment and shall not be interpreted to form an employment contract or relationship with the Company or any Affiliate of the Company;

(j) the future value of the shares of Common Stock that may be earned upon the end of the Performance Period is unknown and cannot be predicted with certainty;

(k) in consideration of the grant of Performance Units hereunder, no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance Units resulting from termination of your employment by the Company or an Affiliate of the Company (for any reason whatsoever and whether or not in breach of local labor laws) and you irrevocably release the Company and your Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, you shall be deemed irrevocably to have waived your entitlement to pursue such claim;

(l) in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Performance Units and receive shares under the Plan and the Program, if any, will terminate effective as of the date that you are no longer actively employed and will not be extended by any notice period mandated under local law (*e.g.*, active employment would not include a period of "garden leave" or similar period pursuant to local law); and

(m) the Performance Units and the benefits under the Plan and the Program, if any, will not automatically transfer to another company in case of a merger, takeover or transfer of liability.

IX. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan and the Program, or your acquisition or sale of the underlying shares of Common Stock. You are hereby advised to consult with your personal tax, legal and financial advisors regarding your participation in the Plan and the Program before taking any action related thereto.

X. Notices. Any notices provided for in this Agreement, the Plan or the Program shall be given in writing or electronically and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at such address as is currently maintained in the Company' s records or at such other address as you hereafter designate by

written notice to the Company Stock Administrator. Such notices may be given using any automated system for the documentation, granting or exercise of Awards, such as a system using an internet website or interactive voice response, as approved by the Company.

XI. Resolutions, Plan and Program. This Agreement is subject to all the provisions of the Resolutions, the Plan and the Program and their provisions are hereby made a part of this Agreement and incorporated herein by reference, including, without limitation, the provisions of Articles 5 and 9 of the Plan (relating to Performance-Based Compensation and Performance Awards, respectively) and Section 13.2 of the Plan (relating to adjustments upon changes in the Common Stock), and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Resolutions, the Plan and the Program, the provisions of the Plan shall control. Notwithstanding any provision of this Agreement or the Program to the contrary, any earned Performance Units paid in cash rather than shares of Common Stock shall not be deemed to have been issued by the Company for any purpose under the Plan.

XII. No Compensation Deferral. The Performance Units are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the U.S. Internal Revenue Code of 1986, as amended from time to time (together with the regulations and official guidance promulgated thereunder, the "Code"). However, if at any time the Committee determines that the Performance Units may be subject to Section 409A of the Code, the Committee shall have the right, in its sole discretion, and without your prior consent to amend the Program as it may determine is necessary or desirable either for the Performance Units to be exempt from the application of Section 409A of the Code or to satisfy the requirements of Section 409A of the Code, including by adding conditions with respect to the vesting and/or the payment of the Performance Units, provided that no such amendment may change the Program' s "performance goals," within the meaning of Section 162(m) of the Code, with respect to any person who is a "covered employee," within the meaning of Section 162(m) of the Code. Any such amendment to the Program may in the Committee' s sole discretion apply retroactively to this award of Performance Units.

XIII. Provisions Applicable to Participants in Foreign Jurisdictions. Notwithstanding any provision of this Agreement or the Program to the contrary, if you are employed by the Company or an Affiliate in any of the countries identified in the attached Appendix A (which constitutes a part of this Agreement), are subject to the laws of any foreign jurisdiction, or relocate to one of the countries included in the attached Appendix A, your award of Performance Units shall be subject to any special terms and conditions for such country set forth in Appendix A and to the following additional terms and conditions:

(a) the terms and conditions of this Agreement, including Appendix A, are deemed modified to the extent necessary or advisable to comply with applicable foreign laws or facilitate the administration of the Plan and the Program;

(b) if applicable, the effectiveness of your Award is conditioned upon its compliance with any applicable foreign laws, regulations, rules or local governmental regulatory exemption and subject to receipt of any required foreign regulatory approvals;

(c) to the extent necessary to comply with applicable foreign laws, the payment of any earned Performance Units shall be made in cash or Common Stock, at the Company' s election; and

(d) the Committee may take any other action, before or after an award of Performance Units is made, that it deems necessary or advisable to obtain approval or comply with any necessary local governmental regulatory exemptions or approvals.

Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no award of Performance Units shall be granted, that would violate the Securities Act, the Exchange Act, the Code, or any other securities or tax or other applicable law or regulation. Notwithstanding anything to the contrary contained herein, the shares issuable upon vesting of the Performance Units shall not be issued unless such shares are then registered under the Securities Act, or, if such shares are not then so registered, the Company has determined that such exercise and issuance would be exempt from the registration requirements of the Securities Act.

XIV. ***Data Privacy and Notice of Consent. You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement by and among, as applicable, the Employer, the Company, or Affiliates of the Company for the exclusive purpose of implementing, administering and managing your participation in the Plan and the Program.***

You understand that the Company and the Employer may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number (to the extent permitted under applicable local law) or other identification number, salary, nationality, job title, residency status, any shares of stock or directorships held in the Company, details of all equity compensation or any other entitlement to shares awarded, canceled, vested, unvested or outstanding in your favor, for the purpose of implementing, administering and managing the Plan and the Program ("Data"). You understand that Data may be transferred to Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), any third parties assisting in the implementation, administration and management of the Plan and the Program, that these recipients may be located in your country, or elsewhere, including outside the European Economic Area and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Employer, the Company, Affiliates of the Company Merrill Lynch Bank & Trust Co., FSB (or any successor thereto), and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing your participation in the Plan and the Program to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan and the Program, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the shares received upon vesting of the Performance Units may be deposited. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan and the Program. You understand that you may, at any time, view

Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand that refusal or withdrawal of consent may affect your ability to participate in the Plan and the Program. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

XV. Language. If you have received this Agreement or any other document related to the Plan and/or the Program translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

XVI. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws. For purposes of litigating any dispute that arises hereunder, the parties hereby submit to and consent to the jurisdiction of the State of Delaware, and agree that such litigation shall be conducted in the courts of the State of Delaware, or the federal courts for the United States for the federal district located in the State of Delaware, and no other courts, where this Agreement is made and/or to be performed.

XVII. Severability. If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal or unenforceable provisions shall be deemed null and void; however, to the extent permissible by law, any provisions which could be deemed null and void shall first be construed, interpreted or revised retroactively to permit this Agreement to be construed so as to foster the intent of this Agreement and the Plan.

XVIII. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan and/or the Program by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

XIX. Imposition of Other Requirements. The Company reserves the right to impose other requirements on your participation in the Plan and the Program, on the Performance Units and on any shares of Common Stock acquired under the Plan and the Program, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Very truly yours,
AMGEN INC.

By: _____
Name:
Title:

Accepted and Agreed,
this ___ day of _____, 20_.

By: _____
Name: _____

APPENDIX A

ADDITIONAL TERMS AND CONDITIONS OF THE AMGEN INC. 2009 EQUITY INCENTIVE PLAN

AWARD OF PERFORMANCE UNITS (BY COUNTRY)

TERMS AND CONDITIONS

This Appendix includes additional terms and conditions that govern any Performance Units granted under the Plan **if, under applicable law, you are a resident of, or are deemed to be a resident of one of the countries listed below. Furthermore, the additional terms and conditions that govern the Performance Units granted hereunder may apply to you if you relocate to one of the countries listed below and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to you**. Certain capitalized terms used but not defined in this Appendix A shall have the meanings set forth in the Plan and/or the Agreement to which this Appendix is attached.

NOTIFICATIONS

This Appendix also includes notifications relating to exchange control and other issues of which you should be aware with respect to your participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the countries to which this Appendix refers as of February 2011. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the notifications herein as the only source of information relating to the consequences of your participation in the Plan because the information may be outdated when you acquire shares of Common Stock under the Plan, or when you subsequently sell shares of Common Stock acquired under the Plan.

In addition, the notifications are general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. Finally, if you are a citizen or resident of a country other than the one in which you are currently working or are considered a resident of another country for local law purposes, the information contained herein may not be applicable to you or you may be subject to the provisions of one or more jurisdictions.

AUSTRALIA

NOTIFICATIONS

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on your behalf.

Securities Law Information. If you acquire shares of Common Stock under the Plan and offer the shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should consult with your own legal advisor before making any such offer in Australia.

AUSTRIA

NOTIFICATIONS

Consumer Protection Notification. You may be entitled to revoke acceptance of the Award on the basis of the Austrian Consumer Protection Act (the "Act") under the conditions listed below, if the Act is considered to be applicable to the Award, the Plan and the Program:

(i) If you accept the Award outside the business premises of the Company, you may be entitled to revoke your acceptance of the Award, provided the revocation is made within one (1) week after such acceptance of an Award.

(ii) The revocation must be in written form to be valid. It is sufficient if you return the applicable Agreement to the Company or the Company' s representative with language which can be understood as a refusal to conclude or honor the applicable Agreement, provided the revocation is sent within the period discussed above.

Exchange Control Notification. If you hold shares of Common Stock acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares as of any given quarter does not exceed 30,000,000 or as of December 31 does not exceed 5,000,000. If the former threshold is exceeded, quarterly obligations are imposed, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is March 31 of the following year.

A separate reporting requirement applies when you sell shares of Common Stock acquired under the Plan. In that case, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad exceeds 3,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month, on the prescribed form (*Meldungen SI-Forderungen und/oder SI-Verpflichtungen*).

BELGIUM

NOTIFICATIONS

Tax Reporting Notification. You are required to report any taxable income attributable to the Award granted hereunder on your annual tax return. You are also required to report any bank accounts opened and maintained outside Belgium on your annual tax return.

BRAZIL

TERMS AND CONDITIONS

Compliance with Law. By accepting the Performance Units, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the vesting of the Performance Units and the sale of shares of Common Stock acquired under the Plan.

NOTIFICATIONS

Exchange Control Information. If you are resident or domiciled in Brazil, you will be required to submit annually a declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US$100,000. Assets and rights that must be reported include the shares of Common Stock.

BULGARIA

There are no country-specific provisions.

CANADA

TERMS AND CONDITIONS

Termination of Service. This provision supplements Section VIII(k) of the Agreement:

In the event of involuntary termination of your employment (whether or not in breach of local labor laws), your right to receive an Award and vest in such Award under the Plan and the Program, if any, will terminate effective as of the date that is the earlier of: (1) the date you receive notice of termination of employment from the Company or your Employer, or (2) the date you are no longer actively employed by the Company or your Employer regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law). Your right, if any, to acquire shares of Common Stock pursuant to an Award after termination of employment will be measured by the date of termination of your active employment and will not be extended by any notice period mandated under local law.

The following provisions will apply to you if you are a resident of Quebec:

Language Consent. The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices, and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention ("Agreement"), ainsi que de tous documents exécutés, avis donnés et procédures judiciaries intentées, directement ou indirectement, relativement à ou suite à la présente convention.

Data Privacy Notice and Consent. This provision supplements Section XIV of the Agreement:

You hereby authorize the Company and the Company' s representative to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan and the Program. You further authorize the Company and your Employer to disclose and discuss your participation in the Plan with their advisors. You also authorize the Company and your Employer to record such information and keep it in your employee file.

CZECH REPUBLIC

NOTIFICATIONS

Exchange Control Notification. Proceeds from the sale of shares of Common Stock may be held in a cash account abroad and you are no longer required to report the opening and maintenance of a foreign account to the Czech National Bank (the "CNB"), unless the CNB notifies you specifically that such reporting is required. Upon request of the CNB, you may need to file a notification within 15 days of the end of the calendar quarter in which you acquire shares of Common Stock.

DENMARK

NOTIFICATIONS

Exchange Control Information. If you establish an account holding shares or an account holding cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank. (These obligations are separate from and in addition to the obligations described below.)

Securities/Tax Reporting Information. If you hold shares of Common Stock acquired under the Plan in a brokerage account with a broker or bank outside Denmark, you are required to inform the Danish Tax Administration about the account. For this purpose, you must file a Form V (*Erklaering V*) with the Danish Tax Administration. The Form V must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form V, the broker or bank undertakes to forward information to the Danish Tax Administration concerning the shares in the account without further request each year. By signing the Form V, you authorize the Danish Tax Administration to examine the account.

In addition, if you open a brokerage account (or a deposit account with a U.S. bank) for the purpose of holding cash outside Denmark, you are also required to inform the Danish Tax Administration about this account. To do so, you must file a Form K (*Erklaering K*) with the Danish Tax Administration. The Form K must be signed both by you and by the applicable broker or bank where the account is held. By signing the Form K, the broker/bank undertakes an obligation, without further request each year, to forward information to the Danish Tax Administration concerning the content of the account. By signing the Form K, you authorize the Danish Tax Administration to examine the account.

FINLAND

There are no country-specific provisions.

GERMANY

NOTIFICATIONS

Exchange Control Information. Cross-border payments in excess of 12,500 must be reported monthly to the German Federal Bank. If you use a German bank to effect a cross-border payment in excess of 12,500 in connection with the sale of shares of Common Stock acquired under the Plan, the bank will make the report for you. In addition, you must report any receivables or payables or debts in foreign currency exceeding an amount of 5,000,000 on a monthly basis. Finally, you must report on an annual basis if you hold shares of Common Stock that exceed 10% of the total voting capital of the Company.

GREECE

There are no country-specific provisions.

HONG KONG

TERMS AND CONDITIONS

SECURITIES WARNING: The Performance Units and any shares of Common Stock issued in respect of Performance Units do not constitute a public offering of securities under Hong Kong law and are available only to Participants under the Program. The Agreement, including this Appendix, the Program, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong, nor have the documents been reviewed by any regulatory authority in Hong Kong. The Performance Units and any documentation related thereto are intended solely for the personal use of each Participant under the Program and may not be distributed to any other person. If you are in doubt about any of the contents of the Agreement, including this Appendix, the Program or the Plan, you should obtain independent professional advice.

Performance Units Payable Only in Shares. Notwithstanding any discretion in the Plan or the Program or anything to the contrary in the Agreement, the Award does not provide any right for you to receive a cash payment and shall be paid in shares of Common Stock only.

Sale of Shares of Common Stock. In the event that shares of Common Stock are issued in respect of Performance Units within six (6) months of the Grant Date, you agree that you will not dispose of such shares prior to the six-month anniversary of the Grant Date.

HUNGARY

There are no country-specific provisions.

INDIA

NOTIFICATIONS

Exchange Control Notification. You must repatriate the proceeds from the sale of shares of Common Stock acquired under the Plan and the Program and any dividends received in relation to the shares of Common Stock to India within 90 days after receipt. You must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or your Employer requests proof of repatriation. It is your responsibility to comply with these requirements.

IRELAND

TERMS AND CONDITIONS

Nature of Grant. This provision supplements Section VIII of the Agreement:

In accepting the Award granted hereunder, you acknowledge your understanding and agreement that the benefits received under the Plan will not be taken into account for any redundancy or unfair dismissal claim.

NOTIFICATIONS

Director Notification Requirements. If you are a director, shadow director or secretary of an Irish Affiliate, you must notify the Irish Affiliate in writing within five (5) business days of receiving or disposing of an interest in the Company (*e.g.,* an Award or shares of Common Stock) in the Company, or within five (5) business days of becoming aware of the event giving rise to the notification requirement, or within five (5) business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests, if any, will be attributed to the director, shadow director or secretary).

ITALY

TERMS AND CONDITIONS

Data Privacy Consent. The following provision replaces Section XIV of the Agreement:

You hereby explicitly and unambiguously consent to the collection, use, processing and transfer, in electronic or other form, of your personal data as described herein by and among, as applicable, your Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan and the Program.

You understand that your Employer, the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance (to the extent permitted under Italian law) or other identification number, salary, nationality, job title, any shares or directorships held in the Company or any Affiliate, details of all Awards granted, or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, managing and administering the Plan and the Program ("Data").

You also understand that providing the Company with Data is necessary for the performance of the Plan and the Program and that your refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan and the Program. The Controller of personal data processing is Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Amgen Dompe S.p.A., with registered offices at Via Tazzoli, 6 − 20154 Milan, Italy.

You understand that Data will not be publicized, but it may be transferred to banks, other financial institutions, or brokers involved in the management and administration of the Plan and the Program. You understand that Data may also be transferred to the independent registered public accounting firm engaged by the Company. You further understand that the Company and/or any Affiliate will transfer Data among themselves as necessary for the purposes of implementing, administering and managing your participation in the Plan and the Program, and that the Company and/or any Affiliate may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan and the Program, including any requisite transfer of Data to a broker or other third party with whom you may elect to deposit any shares of Common Stock issued in respect of the Award. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing your participation in the Plan and the Program. You understand that these recipients may be located in or outside the European Economic Area, such as in the United States or elsewhere. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan and the Program, it will delete Data as soon

as it has completed all the necessary legal obligations connected with the management and administration of the Plan and the Program.

You understand that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.

The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require your consent thereto, as the processing is necessary to performance of contractual obligations related to implementation, administration, and management of the Plan. You understand that, pursuant to Section 7 of the Legislative Decree no. 196/2003, you have the right to, including but not limited to, access, delete, update, correct, or terminate, for legitimate reason, the Data processing.

Furthermore, you are aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting your local human resources representative.

Acknowledgement of Nature of Grant. By accepting the Award granted hereunder, you acknowledge that (1) you have received a copy of the Plan, the Program, the Agreement and this Appendix; (2) you have reviewed the applicable documents in their entirety and fully understand the contents thereof; and (3) you accept all provisions of the Plan, the Program, the Agreement and this Appendix.

You further acknowledge that you have read and specifically and explicitly approve, without limitation, the following sections of the Agreement: Section III, Section IV, Section V, Section VIII, Section III, Section XIV (as replaced by the above consent), Section XV and Section XIX.

JAPAN

There are no country-specific provisions.

LITHUANIA

There are no country-specific provisions.

MEXICO

TERMS AND CONDITIONS

Acknowledgement of the Grant. In accepting the Award granted hereunder, you acknowledge that you have received a copy of the Plan and the Program, have reviewed the Plan and the Program and the Agreement, including this Appendix, in their entirety and fully understand and

accept all provisions of the Plan, the Program and the Agreement, including this Appendix. You further acknowledge that you have read and specifically and expressly approve the terms and conditions of Section VIII of the Agreement, in which the following is clearly described and established:

(1) Your participation in the Plan and the Program do not constitute an acquired right.

(2) The Plan and your participation in the Plan and the Program are offered by Amgen Inc. on a wholly discretionary basis.

(3) Your participation in the Plan and the Program is voluntary.

(4) Amgen Inc. and its Affiliates are not responsible for any decrease in the value of any shares of Common Stock issued with respect to the Award.

Labor Law Acknowledgement and Policy Statement. In accepting any Award granted hereunder, you expressly recognize that Amgen Inc., with registered offices at One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., is solely responsible for the administration of the Plan and that your participation in the Plan and acquisition of shares of Common Stock do not constitute an employment relationship between you and Amgen Inc. since you are participating in the Plan on a wholly commercial basis and your sole employer is Amgen Latin America Services, S.A. de C.V. ("Amgen-Mexico"). Based on the foregoing, you expressly recognize that the Plan and the Program and the benefits that you may derive from participation in the Plan and the Program do not establish any rights between you and your Employer, Amgen-Mexico, and do not form part of the employment conditions and/or benefits provided by Amgen-Mexico and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.

You further understand that your participation in the Plan and the Program is as a result of a unilateral and discretionary decision of Amgen Inc.; therefore, Amgen Inc. reserves the absolute right to amend and/or discontinue your participation in the Plan at any time without any liability to you.

Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against Amgen Inc. for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to Amgen Inc., its Affiliates, shareholders, officers, agents or legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimiento del Otorgamiento. Al aceptar cualquier Otorgamiento de Acciones bajo el presente documento, usted reconoce que ha recibido una copia del Plan y del Programa, que ha revisado el Plan y el Programa, así como también el Apéndice en su totalidad, además que comprende y está de acuerdo con todas las disposiciones tanto del Plan, del Programa y del Otorgamiento, incluyendo este Apéndice. Asimismo, usted reconoce que ha leído y manifiesta

específicamente y expresamente la conformidad con los términos y condiciones establecidos en la Sección VIII del Acuerdo del Otorgamiento, en los que se establece y describe claramente que:

(1) Su participación en el Plan y en el Programa de ninguna manera constituye un derecho adquirido.

(2) Su participación en Plan y en el Programa son ofrecidos por Amgen Inc. de forma completamente discrecional.

(3) Su participación en el Plan y en el Programa es voluntaria.

(4) Amgen Inc. y sus Afiliados no son responsables de ninguna disminución en el valor de las Acciones Comunes emitidas mediante el Plan.

Reconocimiento de la Ley Laboral y Declaración de Política. Al aceptar cualquier Otorgamiento bajo el presente, usted reconoce expresamente que Amgen Inc., con oficinas registradas localizadas en One Amgen Center Drive, Thousand Oaks, California 91320, U.S.A., es la única responsable de la administración del Plan y que su participación en el mismo y la adquisición de Acciones Comunes no constituyen de ninguna manera una relación laboral entre usted y Amgen Inc., debido a que su participación en el Plan es únicamente una relación comercial y que su único empleador es Amgen Latin America Services, S.A. de C.V. (“Amgen-Mexico”). Derivado de lo anterior, usted reconoce expresamente que el Plan y el Programa y los beneficios a su favor que pudieran derivar de la participación en el mismo, no establecen ningún derecho entre usted y su empleador, Amgen − México, y no forman parte de las condiciones laborales y/o los beneficios otorgados por Amgen − México, y cualquier modificación del Plan o la terminación del mismo no constituirá un cambio o desmejora de los términos y condiciones de su trabajo.

Asimismo, usted entiende que su participación en el Plan y en el Programa es resultado de la decisión unilateral y discrecional de Amgen Inc., por lo tanto, Amgen Inc. se reserva el derecho absoluto de modificar y/o descontinuar su participación en el Plan en cualquier momento y sin ninguna responsabilidad para usted.

Finalmente, usted manifiesta que no se reserva ninguna acción o derecho que origine una demanda en contra de Amgen Inc., por cualquier compensación o daños y perjuicios, en relación con cualquier disposición del Plan o de los beneficios derivados del mismo, y en consecuencia usted exime amplia y completamente a Amgen Inc. de toda responsabilidad, como así también a sus Afiliadas, accionistas, directores, agentes o representantes legales con respecto a cualquier demanda que pudiera surgir.

NETHERLANDS

NOTIFICATIONS

Securities Law Notification. You should be aware of Dutch insider-trading rules, which may impact the sale of shares of Common Stock issued in respect of the Award. In particular, you may be prohibited from effectuating certain transactions if you have insider information regarding the Company.

By accepting the Award granted hereunder and participating in the Plan and the Program, you acknowledge having read and understood this Securities Law Notification and further acknowledge that it is your responsibility to comply with the following Dutch insider-trading rules:

Under Article 46 of the Act on the Supervision of the Securities Trade 1995, anyone who has "inside information" related to the Company is prohibited from effectuating a transaction in securities in or from the Netherlands. "Inside information" is knowledge of a detail concerning the issuer to which the securities relate that is not public and which, if published, would reasonably be expected to affect the stock price, regardless of the development of the price.

Given the broad scope of the definition of inside information, certain employees of the Company working at an Affiliate in the Netherlands (including persons eligible to participate in the Plan and the Program) may have inside information and, thus, would be prohibited from effectuating a transaction in securities in the Netherlands at a time when in possession of such inside information.

NEW ZEALAND

There are no country-specific provisions.

NORWAY

There are no country-specific provisions.

POLAND

NOTIFICATIONS

Exchange Control Notification. Polish residents holding foreign securities (including shares of Common Stock) and maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such transactions or balances exceeds 15,000. If required, the reports are due on a quarterly basis by the 20th day following the end of each quarter. The reports are filed on special forms available on the website of the National Bank of Poland.

PORTUGAL

NOTIFICATIONS

Exchange Control Notification. If you do not hold the shares of Common Stock issued in respect of the Award with a Portuguese financial intermediary, you may need to file a report with the Portuguese Central Bank. If the shares are held by a Portuguese financial intermediary, it will file the report for you.

PUERTO RICO

There are no country-specific provisions.

ROMANIA

NOTIFICATIONS

Exchange Control Notification. If you deposit proceeds from the sale of shares of Common Stock in a bank account in Romania, you may be required to provide the Romanian bank assisting with the transaction with appropriate documentation explaining the source of the income. You should consult with a legal advisor to determine whether you will be required to submit such documentation to the Romanian bank.

RUSSIA

TERMS AND CONDITIONS

Settlement of Award. Depending on developments in Russian securities regulations, the Company reserves the right, in its sole discretion, to force the immediate sale of any shares of Common Stock to be issued upon vesting of the Award granted hereunder. You agree that, if applicable, the Company is authorized to instruct Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to assist with the mandatory sale of such shares of Common Stock (on your behalf pursuant to this authorization) and you expressly authorize Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) to complete the sale of such shares. You acknowledge that Merrill Lynch Bank & Trust Co., FSB (or such other broker as may be designated by the Company) is under no obligation to arrange for the sale of the shares of Common Stock at any particular trading price. Upon the sale of shares of Common Stock, you will receive the cash proceeds from the sale of such shares, less any brokerage fees or commissions and subject to your obligations in connection with the Tax Obligations.

Securities Law Requirements. The Award granted hereunder, the Agreement, including this Appendix, the Program, the Plan and all other materials you may receive regarding your participation in the Plan and the Program or the Award granted hereunder do not constitute advertising or an offering of securities in Russia. The issuance of shares of Common Stock in

respect of the Award has not and will not be registered in Russia; therefore, such shares may not be offered or placed in public circulation in Russia.

In no event will shares of Common Stock acquired under the Plan be delivered to you in Russia; all shares of Common Stock will be maintained on your behalf in the United States.

You are not permitted to sell any shares acquired under the Plan directly to a Russian legal entity or resident.

NOTIFICATIONS

Exchange Control Notification. You must repatriate the proceeds from the sale of shares acquired under the Plan (and any dividends received in relation to such shares) to Russia within a reasonably short period after receipt. The sale proceeds and any dividends received must be initially credited to you through a foreign currency account opened in your name at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to a foreign bank subject to the following limitations: (i) the foreign account may be opened only for individuals; (ii) the foreign account may not be used for business activities; (iii) the Russian tax authorities must be given notice about the opening/closing of each foreign account within one month of the account opening/closing; and (iv) the Russian tax authorities must be given notice of the account balances of such foreign accounts as of the beginning of each calendar year.

SLOVAK REPUBLIC

There are no country-specific provisions.

SLOVENIA

There are no country-specific provisions.

SPAIN

TERMS AND CONDITIONS

Labor Law Acknowledgement. The following provision supplements Section VIII of the Agreement:

By accepting the Award granted hereunder, you consent to participation in the Plan and the Program and acknowledge that you have received a copy of the Plan and the Program.

You understand that the Company has unilaterally, gratuitously and in its sole discretion decided to grant the Award under the Plan and the Program to individuals who may be employees of the Company or its Affiliates throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that the Awards granted will not economically or otherwise bind the Company or any of its Affiliates on an ongoing basis, other than as expressly set forth in the applicable Agreement, including this Appendix. Consequently, you understand

that the Award granted hereunder is given on the assumption and condition that it shall not become a part of any employment contract (either with the Company or any of its Affiliates) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary grant of the Award since the future value of the Award and any shares of Common Stock that may be issued in respect of such Award is unknown and unpredictable. In addition, you understand that the Award granted hereunder would not be made but for the assumptions and conditions referred to above; thus, you understand, acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then the grant of the Award or right to the Award shall be null and void.

Further, the vesting of the Performance Units is expressly conditioned your continued and active rendering of service, such that if your employment terminates for any reason whatsoever, the Performance Units may cease vesting immediately, in whole or in part, effective on the date of your termination of employment (unless otherwise specifically provided in Section I of the Agreement). This will be the case, for example, even if (1) you are considered to be unfairly dismissed without good cause; (2) you are dismissed for disciplinary or objective reasons or due to a collective dismissal; (3) you terminate service due to a change of work location, duties or any other employment or contractual condition; (4) you terminate service due to a unilateral breach of contract by the Company or a Subsidiary; or (5) your employment terminates for any other reason whatsoever. Consequently, upon termination of your employment for any of the above reasons, you may automatically lose any rights to Performance Units that were not vested on the date of your termination of employment, as described in the Plan and the Agreement.

You acknowledge that you have read and specifically accepts the conditions referred to in Section I of the Agreement.

NOTIFICATIONS

Securities Law Information. The Performance Units and the Shares described in the Agreement and this Appendix do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement (including this Appendix) have not been nor will they be registered with the *Comisión Nacional del Mercado de Valores*, and do not constitute a public offering prospectus.

Exchange Control Notification. When receiving foreign currency payments derived from the ownership of Shares acquired under the Plan (*i.e.*, dividends or sale proceeds), you must inform the financial institution receiving the payment of the basis upon which such payment is made. You will need to provide the institution with the following information: (i) your name, address, and fiscal identification number; (ii) the name and corporate domicile of the Company; (iii) the amount of the payment and the currency used; (iv) the country of origin; (v) the reasons for the payment; and (vi) further information that may be required.

If you acquire Shares under the Plan and wish to import the ownership title of such shares (*i.e.*, share certificates) into Spain, you must declare the importation of such securities to the *Direccion General de Política Comercial y de Inversiones Extranjeras* ("DGPCIE") by filing a declaration on the ownership of the securities (D-6 form) each January while the Shares are owned.

SWEDEN

There are no country-specific provisions.

SWITZERLAND

NOTIFICATIONS

Securities Law Notification. The Award offered hereunder is considered a private offering in Switzerland and is, therefore, not subject to registration in Switzerland.

TURKEY

NOTIFICATIONS

Securities Law Information. Under Turkish law, you are not permitted to sell Shares acquired under the Plan in Turkey. You must sell the Shares acquired under the Plan outside of Turkey. The Shares are currently traded on the NASDAQ in the U.S. under the ticker symbol "AMGN" and Shares may be sold on this exchange, which is located outside of Turkey.

UNITED ARAB EMIRATES

There are no country-specific provisions.

UNITED KINGDOM

TERMS AND CONDITIONS

Tax Withholding. This provision supplements Section V of the Agreement:

You agree that if you do not pay or your Employer or the Company does not withhold from you the full amount of Tax Obligations that you owe due at issuance of shares of Common Stock in respect of the Performance Units, or the release or assignment of the Performance Units for consideration, or the receipt of any other benefit in connection with the Performance Units (the "Taxable Event") within 90 days after the Taxable Event, or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003, then the amount that should have been withheld shall constitute a loan owed by you to your Employer, effective 90 days after the Taxable Event. You agree that the loan will bear interest at the official rate of HM Revenue and Customs ("HMRC") and will be immediately due and repayable by you, and the Company and/or your Employer may recover it at any time thereafter by withholding (subject to Section V of the Agreement) the funds from salary, bonus or any other funds due to you by

your Employer, by withholding in shares of Common Stock issued in respect of the Performance Units or from the cash proceeds from the sale of shares of Common Stock or by demanding cash or a check from you. You also authorize the Company to delay the issuance of any shares of Common Stock to you unless and until the loan is repaid in full.

Notwithstanding the foregoing, if you are an officer or executive director (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are an officer or executive director and Tax Obligations are not collected from or paid by you within 90 days of the Taxable Event, the amount of any uncollected Tax Obligations may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that the Company or your Employer may recover any such additional income tax and national insurance contributions at any time thereafter by any of the means referred to in Section V of the Agreement.

Joint Election. As a condition of the Award, you agree to accept any liability for secondary Class 1 National Insurance Contributions (the "Employer NICs") which may be payable by the Company or your Employer with respect to the earning and/or payment of the Performance Units and issuance of shares of Common Stock in respect of the Performance Units, the assignment or release of the Performance Units for consideration or the receipt of any other benefit in connection with the Performance Units.

Without limitation to the foregoing, you agree to make an election (the "Election"), in the form specified and/or approved for such election by HMRC, that the liability for the Secondary Class 1 National Insurance Contribution payments on any such gains shall be transferred to you to the fullest extent permitted by law. You further agree to execute such other elections as may be required between you and any successor to the Company and/or your Employer. You hereby authorizes the Company and your Employer to withhold such Secondary Class 1 National Insurance Contributions by any of the means set forth in Section V of the Agreement.

Failure by you to enter into an Election, withdrawal of approval of the Election by HMRC or a joint revocation of the Election by you and the Company or your Employer, as applicable, shall be grounds for the forfeiture and cancellation of the Performance Units, without any liability to the Company or your Employer.

UNITED STATES

TERMS AND CONDITIONS

Nature of Grant. The following provision replaces Section VIII(k) of the Award Agreement:

(k) in the event of termination of your employment (whether or not in breach of local labor laws), your right to receive Performance Units and receive shares under the Plan and the Program, if any, will terminate effective as of the date that you are no longer actively employed; *provided*, *however*, that such right will be extended by any notice period mandated by law (e.g. the Worker Adjustment and Retraining Notification Act ("WARN Act") notice period or similar periods pursuant to local law) and any paid administrative leave (as applicable), unless the Company shall provide you with written notice otherwise before the commencement of such notice period or leave. In such event, payment of the Performance Units shall be made in accordance with Section IV.

Exhibit 10.9

AMGEN INC.
CHANGE OF CONTROL SEVERANCE PLAN

AMGEN INC., a Delaware corporation, has established this Change of Control Severance Plan, as amended and restated, effective as of December 9, 2010, as subsequently amended effective March 2, 2011 (the "Plan") for the benefit of certain key employees of Amgen Inc. and Covered Subsidiaries (as defined below).

The purposes of the Plan are as follows:

(1) To reinforce and encourage the continued attention and dedication of members of the Company' s management to their assigned duties without the distraction arising from the possibility of a change of control of the Company;

(2) To enable and encourage the Company' s management to focus their attention on obtaining the best possible deal for the Company' s stockholders and to make an independent evaluation of all possible transactions, without being influenced by their personal concerns regarding the possible impact of various transactions on the security of their jobs and benefits; and

(3) To provide severance benefits to any Participant (as defined below) who incurs a termination of employment under the circumstances described herein within a certain period following a Change of Control (as defined below).

1. **Defined Terms**. For purposes of the Plan, the following terms shall have the meanings indicated below:

(A) *"Accountants"* shall mean the Company' s independent registered public accountants serving immediately prior to the Change of Control; *provided, however*, that in the event that the Accountants are also serving as accountant or auditor for the individual, entity or group effecting the Change of Control, the Administration Committee shall appoint another nationally recognized public accounting firm to make the calculations required hereunder (which accounting firm shall then be referred to as the Accountants hereunder).

(B) *"Administration Committee"* shall mean the committee which is responsible for administering the Plan, as described in Section 3(A) hereof.

(C) *"Amgen Retirement Savings Plan"* shall mean the Amgen Retirement and Savings Plan, As Amended and Restated Effective January 1, 2010, or any successor plan.

(D) *"Amgen Supplemental Retirement Plan"* shall mean the Amgen Inc. Supplemental Retirement Plan, Amended and Restated Effective January 1, 2009, or any successor plan.

(E) *"Benefits Continuation Period"* shall mean the earlier to occur of (i) the expiration of a Participant' s eligibility for coverage under COBRA, and (ii) the

expiration of the eighteen (18) month period immediately following the Participant' s Date of Termination.

(F) *"Benefits Multiple"* shall mean (i) with respect to each Group I Participant, two (2), (ii) with respect to each Group II Participant, two (2), and (iii) with respect to each Group III Participant, one (1).

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

(H) *"Cash Severance Payment"* shall mean a lump sum cash payment in an amount equal to the product of (x) the Participant' s Benefits Multiple, and (y) the sum of (i) the Participant' s annual base salary as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the Change of Control, plus (ii) the Participant' s targeted annual bonus for the year in which such Date of Termination occurs (determined as the product of the Participant' s annual base salary and the Participant' s target annual bonus percentage, each as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the Change of Control).

(I) *"Cause,"* with respect to any Participant, shall mean (i) the Participant' s conviction of a felony, or (ii) the engaging by the Participant in conduct that constitutes willful gross neglect or willful gross misconduct in carrying out the Participant' s duties, resulting, in either case, in material economic harm to the Company, unless the Participant believed in good faith that such conduct was in, or not contrary to, the best interests of the Company. For purposes of clause (ii) above, no act, or failure to act, on the Participant' s part shall be deemed "willful" unless done, or omitted to be done, by the Participant not in good faith.

(J) A *"Change of Control"* of the Company shall be deemed to have occurred at any of the following times:

(i) upon the acquisition (other than from the Company) by any person, entity or "group," within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act (excluding, for this purpose, the Company or its affiliates, or any employee benefit plan of the Company or its affiliates which acquires beneficial ownership of voting securities of the Company), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of fifty percent (50%) or more of either the then outstanding shares of Common Stock or the combined voting power of the Company' s then outstanding voting securities entitled to vote generally in the election of directors; or

(ii) at the time individuals who, as of December 9, 2010, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, *provided,* that any person becoming a director subsequent to December 9, 2010, whose election, or nomination for election by the Company' s stockholders, was approved by a vote of at

least a majority of the directors then comprising the Incumbent Board (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company) shall be, for purposes of the Plan, considered as though such person were a member of the Incumbent Board; or

(iii) immediately prior to the consummation by the Company of a reorganization, merger, consolidation, (in each case, with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than fifty percent (50%) of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company' s then outstanding voting securities) or a liquidation or dissolution of the Company or the sale of all or substantially all of the assets of the Company; or

(iv) the occurrence of any other event which the Incumbent Board in its sole discretion determines constitutes a Change of Control.

(K) *"Change of Control Period"* shall mean the period beginning on the date of a Change of Control and ending on the second anniversary of such Change of Control.

(L) *"COBRA"* shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

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

(N) *"Common Stock"* shall mean the common stock of the Company, par value $0.0001 per share.

(O) *"Company"* shall mean Amgen Inc., a Delaware corporation, and, except in determining under Section 1(J) hereof whether or not any Change of Control of the Company has occurred, shall include any successor to its business and/or assets. "Company" shall exclude any disregarded entity pursuant Treasury Regulations section 301.7701-3, unless the Plan is amended to designate the disregarded entity' s employees as Participants.

(P) *"Compensation Committee"* shall mean the Compensation and Management Development Committee of the Board.

(Q) *"Confidential Information"* shall mean information disclosed to the Participant or known by the Participant as a consequence of or through his or her relationship with the Company, about the customers, employees, business methods, public relations methods, organization, procedures or finances, including, without

limitation, information of or relating to customer lists, of the Company and its affiliates.

(R) *"Covered Subsidiaries"* shall mean those Subsidiaries of the Company which are incorporated in any of the fifty states of the United States or the District of Columbia, except as otherwise determined in writing by the Administration Committee in its sole discretion and designated on Annex A attached hereto as maintained by the Administration Committee.

(S) *"Date of Termination"* shall mean with respect to any purported termination of a Participant's employment (other than by reason of the Participant's death), (i) if the Participant's employment is terminated for Disability, the date upon which a Notice of Termination is given, and (ii) if the Participant's employment is terminated for any other reason, whether voluntarily or involuntarily, the date that the Participant's employment terminates, as specified in the Notice of Termination (which shall be within sixty (60) days from the date such Notice of Termination is given).

(T) *"Disability"* shall be determined in accordance with the Company's long-term disability plan as in effect immediately prior to a Change of Control.

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

(V) *"Good Reason,"* with respect to any Participant, shall mean the occurrence (without the Participant's express written consent) of any of the following conditions, but only if (1) the Participant provides written notice to the Company of the existence of the condition within thirty (30) days of the initial existence of the condition; (2) the Company fails to remedy the condition within the thirty (30)-day period following the Company's receipt of the notice delivered pursuant to clause (1); and (3) the Participant actually terminates employment within thirty (30) days following the expiration of the thirty (30)-day period described above in clause (2):

(i) any adverse and material diminution in the Participant's authority, duties or responsibilities as they existed immediately prior to the Change of Control or as the same may be increased from time to time thereafter;

(ii) the Company's material reduction of the Participant's annual base salary as in effect immediately prior to the Change of Control;

(iii) relocation of the Company's offices at which the Participant is employed immediately prior to the Change of Control which increases the Participant's daily commute by more than one-hundred (100) miles on a round trip basis; or

(iv) any other action or inaction by the Company that constitutes a material breach of the agreement under which the Participant provides services.

A Participant' s right to terminate his or her employment for Good Reason shall not be affected by the Participant' s incapacity due to physical or mental illness.

(W) *"Group I Participants"* shall mean those staff members of the Company, who hold the title of senior vice president or equivalent and above, and any other senior executive-level staff members of the Company and the Covered Subsidiaries whom the Administration Committee has designated as Group I Participants, as such group shall be constituted immediately prior to a Change of Control. At or before the occurrence of a Change of Control, the Company shall notify the Group I Participants in writing of their status as Participants in the Plan.

(X) *"Group II Participants"* shall mean those management-level staff members of the Company and the Covered Subsidiaries at Level 8 or equivalent and above and who are not Group I Participants, as such group shall be constituted immediately prior to a Change of Control. At or before the occurrence of a Change of Control, the Company shall notify the Group II Participants in writing of their status as Participants in the Plan.

(Y) *"Group III Participants"* shall mean those management-level staff members of the Company and the Covered Subsidiaries at Level 7 or equivalent, as such group shall be constituted immediately prior to a Change of Control. At or before the occurrence of a Change of Control, the Company shall notify the Group III Participants in writing of their status as Participants in the Plan.

(Z) *"Notice of Termination"* shall mean a notice which shall indicate the specific termination provision in the Plan relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant' s employment under the provision so indicated.

(AA) *"Participants"* shall mean, collectively, the Group I Participants, the Group II Participants and the Group III Participants.

(BB) *"Proprietary Information Agreement"* shall mean the Company' s form of Proprietary Information and Inventions Agreement in the form in effect immediately prior to a Change of Control.

(CC) "*Subsidiary*" shall mean any entity (other than the Company), in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing more than fifty percent (50%) of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

Effective Date and Term of Plan. The Plan, as amended and restated, shall be effective as of December 9, 2010 and shall continue in effect through December 31, 2014; *provided, however*, that commencing on December 31, 2014 and on each December 31 thereafter, the Plan shall automatically be extended for one additional year by adding one year to the last day of
2. the term as then in effect unless, not later than November 30 of such year, the Company shall have given notice to the Participants that the term of the Plan will not be extended; *provided, further*, that if a Change of Control occurs during the original or any extended term of the Plan, the term of the Plan shall continue in effect for a period of not less than twenty-four (24) months beyond the month in which such Change of Control occurred.

3. Administration.

The Plan shall be interpreted, administered and operated by the Compensation Committee, except that if the Compensation Committee determines that a Change of Control is likely to occur, the Compensation Committee shall appoint a person or group of persons who shall constitute the Administration Committee after the occurrence of the Change of Control, which Administration Committee shall have the power to interpret, administer and operate the Plan after the occurrence of the
(A) Change of Control. The Administration Committee shall have complete authority, in its sole discretion subject to the express provisions of the Plan, to determine who shall be a Participant, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, and to make all other determinations necessary or advisable for the administration of the Plan. The Administration Committee may delegate any of its duties hereunder to such person or persons from time to time as it may designate.

All expenses and liabilities which members of the Administration Committee incur in connection with the administration of the Plan shall be borne by the Company. The Administration Committee may employ attorneys, consultants, accountants, appraisers, brokers, or other persons in connection with such administration, and the Administration Committee, the Company and the Company' s officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons.
(B) No member of the Compensation Committee, the Administration Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, and all members of the Compensation Committee, the Administration Committee and the Board shall be fully protected by the Company in respect of any such action, determination or interpretation.

4. Benefits Provided.

4.1 *Termination After Change of Control*. If a Participant' s employment is terminated during a Change of Control Period (a) by the Company other than for Cause or Disability, or (b) by the Participant for Good Reason, the Company shall

pay the Participant the amounts, and provide the Participant with the benefits, described in this Section 4.1.

(A) *Cash Severance Payment*. In lieu of any further salary payments to the Participant for periods subsequent to the Date of Termination and in lieu of any severance benefit otherwise payable to the Participant (other than accrued vacation and similar benefits otherwise payable upon termination of employment pursuant to Company policies and programs), the Company shall pay to the Participant the Cash Severance Payment.

(B) *Benefits.* Subject to subsection (B) of Section 11.6 hereof, if, as a result of the Participant' s termination of employment, the Participant becomes entitled to, and timely elects to continue, health care (including any applicable vision benefits) and/or dental coverage under COBRA, the Company shall provide the Participant and his or her dependents with Company-paid group health and dental insurance continuation coverage under COBRA during the Benefits Continuation Period.

(C) The Company shall pay to the Participant any earned but unpaid portion of the Participant' s base salary as of the Date of Termination at the rate in effect at the time Notice of Termination is given, plus all other amounts to which the Participant is entitled under any compensation plan or practice of the Company at the time such payments are due.

(D) The Participant shall be fully vested in his or her accrued benefits under the Amgen Retirement Savings Plan and the Amgen Supplemental Retirement Plan, as applicable. The Company shall provide the Participant with either, in the Company' s sole discretion, a lump-sum cash payment or a contribution to the Amgen Supplemental Retirement Plan, in an amount equal to the sum of (1) the product of $2,500 and the Benefits Multiple and (2) the product of (x) 0.10, (y) the sum of (i) the Participant' s annual base salary as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the Change of Control, plus (ii) the Participant' s targeted annual bonus for the year in which such Date of Termination occurs (determined as the product of the Participant' s annual base salary and the Participant' s target annual bonus percentage, each as in effect immediately prior to the Date of Termination or, if higher, as in effect immediately prior to the Change of Control) and (z) the Benefits Multiple. Subject to subsection (B) of Section 11.6 hereof, payment under this Section 4.1(D) will be made within 45 days (or as soon thereafter as is administratively practicable) after the Date of Termination, but in no event more than two and one-half months after the end of the calendar year in which the Date of Termination occurs.

(E) In any situation where under applicable law the Company has the power to indemnify (or advance expenses to) the Participant in respect of any judgments, fines, settlements, loss, cost or expense (including attorneys' fees) of any nature related to or arising out of the Participant' s activities as an agent, employee, officer or director of the Company or in any other capacity on behalf of or at the

request of the Company, the Company shall promptly on written request, indemnify (and advance expenses to) the Participant to the fullest extent permitted by applicable law. Such agreement by the Company shall not be deemed to impair any other obligation of the Company respecting the Participant' s indemnification otherwise arising out of this or any other agreement or promise of the Company or under any statute.

(F) For the four (4) year period immediately following the Date of Termination, the Company shall furnish each Participant who was a director and/or officer of the Company at any time prior to the Date of Termination with directors' and/or officers' liability insurance, as applicable, insuring the Participant against insurable events which occur or have occurred while the Participant was a director or officer of the Company, such insurance to have policy limits aggregating not less than the amount in effect immediately prior to the Change of Control, and otherwise to be in substantially the same form and to contain substantially the same terms, conditions and exceptions as the liability insurance policies provided for officers and directors of the Company in force from time to time, *provided, however*, that if the aggregate annual premiums for such insurance at any time during such period exceed one hundred and fifty percent (150%) of the per annum rate of premium currently paid by the Company for such insurance, then the Company shall provide the maximum coverage that will then be available at an annual premium equal to one hundred and fifty percent (150%) of such rate.

4.2

(A) All calculations required to be made under Section 4.1 hereof, including the amount of the Cash Severance Payment and the assumptions to be utilized in arriving at such calculations shall be made by the Accountants. The Accountants shall provide the Participant and the Company with detailed supporting calculations with respect to such calculations at least fifteen (15) business days prior to the date of the Change of Control (or as soon as practicable in the event that the Accountants have less than fifteen (15) business days advance notice of the potential occurrence of the Change of Control) with respect to the impact of any payment which will be made to the Participant before, at or immediately after the Change of Control and from time to time thereafter to the extent that the Participant may become entitled to receive any additional payments or benefits which would affect the amount of any "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code payable to the Participant in order that the Participant may determine whether it is in the best interest of the Participant to waive the receipt of any or all amounts which may constitute "excess parachute payments." Any calculation by the Accountants shall be binding upon the Company and the Participant. All fees and expenses of the Accountants under this Section 4.2 shall be borne solely by the Company.

(B) Notwithstanding any other provision of this Plan, in the event that any payment or benefit received or to be received by the Participant, including any payment or benefit received in connection with a termination of the Participant' s employment, whether pursuant to the terms of this Plan or any other plan,

arrangement or agreement, (all such payments and benefits, including the payments and benefits under Section 4 hereof, being hereinafter referred to as the "Total Payments") would be subject (in whole or part), to the excise tax imposed under Section 4999 of the Code (the "Excise Tax"), then, after taking into account any reduction in the Total Payments provided by reason of Section 280G of the Code in such other plan, arrangement or agreement, the payments under this Plan shall be reduced in the order specified below, to the extent necessary so that no portion of the Total Payments is subject to the Excise Tax but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments) is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income taxes on such Total Payments and the amount of Excise Tax to which the Participant would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments). The payments and benefits under this Plan shall be reduced in the following order: (A) reduction of any cash severance payments otherwise payable to the Participant that are exempt from Section 409A of the Code; (B) reduction of any other cash payments or benefits otherwise payable to the Participant that are exempt from Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code; (C) reduction of any other payments or benefits otherwise payable to the Participant on a pro-rata basis or such other manner that complies with Section 409A of the Code, but excluding any payments attributable to any acceleration of vesting and payments with respect to any equity award that are exempt from Section 409A of the Code; and (D) reduction of any payments attributable to any acceleration of vesting or payments with respect to any equity award that are exempt from Section 409A of the Code, in each case beginning with payments that would otherwise be made last in time.

(C) For purposes of determining whether and the extent to which the Total Payments will be subject to the Excise Tax, (i) no portion of the Total Payments the receipt or enjoyment of which the Executive shall have waived at such time and in such manner as not to constitute a "payment" within the meaning of Section 280G(b) of the Code shall be taken into account; (ii) no portion of the Total Payments shall be taken into account which, in the written opinion of the Accountants, does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) and, in calculating the Excise Tax, no portion of such Total Payments shall be taken into account which, in the opinion of the Accountants, constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the Base Amount (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation; and (iii) the value of any non-cash benefit or any deferred payment or benefit included in the

Total Payments shall be determined by the Accountants in accordance with the principles of Sections 280G(d)(3) and (4) of the Code.

4.3 Subject to subsection (B) of Section 11.6 hereof, the cash payments provided in subsections (A), (C) and (D) of Section 4.1 hereof shall be made by the fifth (5th) day following the receipt by the Participant of the Accountants' calculation, but in no event later than March 15 of the calendar year following the calendar year in which the Participant' s employment is terminated. As a result of uncertainty in the application of Section 280G and Section 4999 of the Code at the time of the initial calculation by the Accountants hereunder, it is possible that the Cash Severance Payment made by the Company will have been less than the Company should have paid pursuant to Section 4.1(A) hereof, as the case may be (the amount of any such deficiency, the "Underpayment") or more than the Company should have paid pursuant to Section 4.1(A) hereof, as the case may be (the amount of any such overage, the "Overpayment"). In the event of an Underpayment, the Company shall pay the Participant the amount of such Underpayment (together with interest at 120% of the rate provided in Section 1274(b)(2)(B) of the Code) not later than five (5) business days after the amount of such Underpayment is subsequently determined, *provided, however,* such Underpayment shall not be paid later than the end of the calendar year following the calendar year in which the Participant remitted the related taxes. In the event of an Overpayment, the amount of such Overpayment shall constitute a loan by the Company to the Participant, payable not later than five (5) business days after the amount of such Overpayment is subsequently determined (together with interest at 120% of the rate provided in Section 1274(b)(2)(B) of the Code).

4.4 At the time that any payments are made under the Plan, the Company shall provide the Participant with a written statement setting forth the manner in which such payments were calculated and the basis for such calculations including, without limitation, any opinions or other advice the Company has received from its counsel, the Accountants or other advisors or consultants (and any such opinions or advice which are in writing shall be attached to the statement).

5. Termination Procedures.

5.1 *Notice of Termination*. Any purported termination of a Participant' s employment following a Change of Control (other than by reason of death) shall be communicated by written Notice of Termination from one party to the other party in accordance with Section 8 hereof. Further, no termination for Cause shall be effective without (a) reasonable notice to the Participant setting forth the reasons for the Company' s intention to terminate which specifies the particulars thereof in detail, and (b) in the case of clause (ii) of the definition of Cause above, an opportunity for the Participant to cure such Cause within twenty (20) days after receipt of such notice. With respect to the Group I Participants, the Notice of Termination must include a written statement that a majority of the entire membership of the Board has determined that the Participant was guilty of the conduct constituting Cause. With respect to Group II Participants and Group III

Participants, the Notice of Termination must include a written statement by one of the Participant' s direct or indirect supervisors that the supervisor has determined that the Participant was guilty of conduct constituting Cause.

6. **No Mitigation**. The Company agrees that, in order for a Participant to be eligible to receive the payments and other benefits described herein, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to Section 4 hereof. Further, the amount of any payment or benefit provided for in the Plan shall not be reduced by any compensation earned by the Participant as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company, or otherwise.

7. **Successors; Binding Agreement.**

7.1

(A) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume the Plan and all obligations of the Company hereunder in the same manner and to the same extent that the Company would be so obligated if no such succession had taken place.

(B) This Plan shall inure to the benefit of and shall be binding upon the Company, its successors and assigns, but without the prior written consent of the Participants the Plan may not be assigned other than in connection with the merger or sale of any part of the business and/or assets of the Company or similar transaction in which the successor or assignee assumes (whether by operation of law or express assumption) all obligations of the Company hereunder.

7.2 This Plan shall inure to the benefit of and be enforceable by the Participant' s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees or other beneficiaries. If a Participant shall die while any amount would still be payable to such Participant hereunder (other than amounts which, by their terms, terminate upon the death of the Participant) if such Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of the Plan to the executors, personal representatives or administrators of such Participant' s estate.

8. **Notices**. For the purpose of the Plan, notices and all other communications provided for in the Plan shall be in writing and shall be deemed to have been duly given when delivered or mailed by United States registered mail, return receipt requested, postage prepaid, addressed, if to a Participant, to the address on file with the Company and, if to the Company, to the address set forth below, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon actual receipt:

One Amgen Center Drive
Thousand Oaks, California 91320-1789
Attention: Corporate Secretary

9. Claims Procedures; Expenses.

9.1 The Participant' s assertion of a right to benefits under, in connection with, or in any way related to the Plan constitutes Participant' s agreement to resolve covered disputes against any person or entity pursuant to this Section 9.

9.2 *Claim for Benefits*. A Participant may file with the Administration Committee a written claim for benefits under the Plan. The Administration Committee shall, within a reasonable time not to exceed ninety (90) days, unless special circumstances require an extension of time of not more than an additional ninety (90) days (in which event a Participant will be notified of the delay during the first ninety (90) day period), provide adequate notice in writing to any Participant whose claim for benefits shall have been denied, setting forth the following in a manner calculated to be understood by the Participant: (i) the specific reason or reasons for the denial; (ii) specific reference to the provision or provisions of the Plan on which the denial is based; (iii) a description of any additional material or information required to perfect the claim, and an explanation of why such material or information is necessary; and (iv) information as to the steps to be taken in order that the denial of the claim may be reviewed, including a statement of the Participant' s right to bring an action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse determination of the claim.

9.3 *Review of Claims*. If a Participant' s claim has been denied and the Participant wishes to submit a request for a review of such claim, the Participant must follow the claims review procedure below:

(A) Upon the denial of a claim for benefits, a Participant may file a request for review of the claim, in writing, with the Administration Committee or any person or persons to whom the Administration Committee has delegated its duties hereunder, including a claims processor;

(B) The Participant must file the claim for review not later than 60 days after the Participant has received written notification of the denial of the claim;

(C) The Participant has the right to review and obtain copies of all relevant documents relating to the denial of the claim and to submit any issues and comments, in writing, to the Administration Committee;

(D) If the claim is denied, the Administration Committee must provide the Participant with written notice of this denial within 60 days after the Administration Committee' s receipt of the Participant' s written claim for review. There may be times when this 60-day period may be extended. This extension may only be made, however, when there are special circumstances that are communicated to the Participant in writing within the 60-day period. If there is an extension, a decision will be made as soon as possible, but not later than 120 days after receipt by the Administration Committee of the claim for review; and

(E) The Administration Committee' s decision on the claim for review will be communicated to the Participant in writing, and if the claim for review is denied in whole or part, the decision will include: (i) the specific reason or reasons for the denial; (ii) specific reference to the provision or provisions of the Plan on which the denial is based; (iii) a statement that the Participant may receive, upon request and free of charge, reasonable access to and copies of, all documents, records and other information relevant to the claim; and (iv) a statement of the Participant' s right to bring an action under Section 502(a) of ERISA.

9.4 *Expenses, Legal Fees*. The Company shall pay to the Participant all reasonable expenses (including reasonable attorneys' fees and legal expenses) incurred by the Participant with respect to any dispute or controversy arising under or in connection with the Plan (including, without limitation, all such fees and expenses, if any, incurred in contesting or disputing any termination of the Participant' s employment or in seeking to obtain or enforce any right or benefit provided by the Plan, or in connection with any tax audit or proceeding to the extent attributable to the application of Section 4999 of the Code to any payment or benefit provided hereunder) if the Participant prevails on any material issue which is in dispute with respect to such dispute or controversy. The Company shall make such payments no later than the last day of the Participant' s taxable year immediately following the taxable year in which the expenses are incurred.

10. <u>Confidentiality; Non-Solicitation</u>.

10.1 *Confidentiality*. With respect to each Participant, during the Participant' s Benefits Continuation Period, the Participant shall not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, any Confidential Information. Upon termination of a Participant' s employment with the Company, all Confidential Information in the Participant' s possession that is in written or other tangible form (together with all copies or duplicates thereof, including computer files) shall be returned to the Company and shall not be retained by the Participant or furnished to any third party, in any form except as provided herein; *provided, however*, that the Participant shall not be obligated to treat as confidential, or return to the Company copies of any Confidential Information that (i) was publicly known at the time of disclosure to the Participant, (ii) becomes publicly known or available thereafter other than by any means in violation of the Plan or any other duty owed to the Company by any person or entity, or (iii) is lawfully disclosed to the Participant

by a third party. In addition, each Participant shall be subject to the Company' s policies regarding proprietary information and inventions, as set forth in the Proprietary Information Agreement.

10.2 *Non-Solicitation*. In addition to each Participant' s obligations under the Proprietary Information Agreement, during a Participant' s Benefits Continuation Period, the Participant shall not, either on the Participant' s own account or jointly with or as a manager, agent, officer, employee, consultant, partner, joint venturer, owner or stockholder or otherwise on behalf of any other person, firm or corporation, directly or indirectly solicit or attempt to solicit away from the Company any of its officers or employees or offer employment to any person who is an officer or employee of the Company; *provided, however*, that a general advertisement to which an employee of the Company responds shall in no event be deemed to result in a breach of this Section 10.2.

10.3 *Breach; Violation*. In the event that a Participant breaches or violates any provision of Section 10.1 or 10.2 hereof, the Participant shall thereupon forfeit any right and interest of the Participant to receive payments or benefits hereunder, and the Company shall thereupon have no further obligation to provide such payments or benefits to the Participant hereunder.

10.4 *Survival of Provisions*. The provisions of this Section 10 shall survive the termination or expiration of the applicable Participant' s employment with the Company and shall be fully enforceable thereafter. If it is determined by a court of competent jurisdiction in any state that any restriction in this Section 10 is excessive in duration or scope or is unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the law of that state.

11. Miscellaneous.

11.1 *No Waiver*. No waiver by the Company or any Participant, as the case may be, at any time of any breach by the other party of, or of any lack of compliance with, any condition or provision of the Plan to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. All other plans, policies and arrangements of the Company in which the Participant participates during the term of the Plan shall be interpreted so as to avoid the duplication of benefits paid hereunder.

11.2 *No Right to Employment*. Nothing contained in the Plan or any documents relating to the Plan shall (i) confer upon any Participant any right to continue as a Participant or in the employ of the Company or a subsidiary, (ii) constitute any contract or agreement of employment, or (iii) interfere in any way with the at-will nature of the Participant' s employment with the Company.

11.3 *Termination and Amendment of Plan*. The Company shall have the right to amend (and to amend or cancel any amendments), or, subject to Section 2 hereof, terminate the Plan at any time by resolution of the Board; *provided, however*, that after a Change of Control, the Company may not terminate the Plan and no amendment to the Plan shall be made which removes any Participant from participation in the Plan, which amends subsection (W), (X) or (Y) of Section 1 hereof or which adversely affects a Participant' s interests without the express written consent of the Participant(s) so affected. Subject to Section 10.3 hereof, notwithstanding anything contained herein to the contrary, all obligations accrued by Participants prior to any termination of the Plan must be satisfied in full in accordance with the terms hereof.

11.4 *Benefits not Assignable*. Except as otherwise provided herein or by law, no right or interest of any Participant under the Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including, without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under the Plan shall be liable for, or subject to, any obligation or liability of such Participant. When a payment is due under the Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

11.5 *Tax Withholding*. The Company shall withhold from any payments made to a Participant under this Plan all federal, state and local income, employment and other taxes that the Company reasonably determines to be required to be withheld by the Company in connection with such payments, in amounts and in a manner to be determined in the sole discretion of the Company. Except to the extent specifically provided within this Plan or any separate written agreement between a Participant and the Company, a Participant shall be solely responsible for the satisfaction of any taxes with respect to the benefits payable to the Participant under this Plan (including, but not limited to, employment taxes imposed on employees and additional taxes on nonqualified deferred compensation).

11.6 *Code Section 409A*.

(A) *Generally*. Although the Company intends and expects that the Plan and its payments and benefits will not give rise to taxes imposed under Section 409A of the Code, neither the Company, nor its employees, directors, or agents shall have any obligation to mitigate or to hold any Participant harmless from any or all of such taxes.

(B) *Section 409A Six-Month Delayed Payment Rule*. If any payments or benefits that become payable under this Plan on account of the Participant' s termination of employment constitute a deferral of compensation under Code Section 409A, such payments or benefits will be provided when the Participant incurs a "separation from service" within the meaning of Treasury Regulation § 1.409A-1(h) or successor provision ("Separation from Service"). If, at the time of the

Participant' s Separation from Service, the Participant is a "specified employee" (within the meaning of Section 409A of the Code and Treasury Regulation Section 1.409A-1(i) or successor provision), the Company will not pay or provide any "Specified Benefits" (as defined herein) during the six-month period beginning with the date of the Participant' s Separation from Service (the "409A Suspension Period"). In the event of a Participant' s death, however, the Specified Benefits shall be paid to the Participant' s Beneficiary without regard to the 409A Suspension Period. For purposes of this Plan, "Specified Benefits" are any payments or benefits that would be subject to Section 409A additional taxes if the Company were to pay them, pursuant to this Plan, on account of the Participant' s "separation from service." Within 14 calendar days after the end of the 409A Suspension Period, the Participant shall be paid a lump-sum payment in cash equal to any Specified Benefits delayed during the 409A Suspension Period.

11.7 *California Law*. This Plan shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of California, to the extent not preempted by federal law, which shall otherwise control.

11.8 *Validity*. The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision of the Plan, which shall remain in full force and effect. If the Plan shall for any reason be or become unenforceable by either party, the Plan shall thereupon terminate and become unenforceable by the other party as well.

ANNEX A

AMGEN INC. CHANGE OF CONTROL SEVERANCE PLAN
SUBSIDIARIES EXCLUDED FROM THE DEFINITION "COVERED SUBSIDIARIES"

Effective March 2, 2011, the following designated Subsidiaries shall be excluded from the definition "*Covered Subsidiaries*" in the Amgen Inc. Change of Control Severance Plan (the "Plan") and such designation shall remain in effect until modified by the Administration Committee as defined in the Plan:

NONE

Exhibit 31

CERTIFICATIONS

I, Kevin W. Sharer, Chairman of the Board and Chief Executive Officer of Amgen Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amgen Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant' s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant' s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   (d) Disclosed in this quarterly report any change in the registrant' s internal control over financial reporting that occurred during the registrant' s most recent fiscal quarter (the registrant' s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant' s internal control over financial reporting; and

5. The registrant' s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant' s internal control over financial reporting.

Date: May 10, 2011

/s/ Kevin W. Sharer
Kevin W. Sharer
Chairman of the Board and
Chief Executive Officer

CERTIFICATIONS

I, Jonathan M. Peacock, Executive Vice President and Chief Financial Officer of Amgen Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amgen Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant' s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant' s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   (d) Disclosed in this quarterly report any change in the registrant' s internal control over financial reporting that occurred during the registrant' s most recent fiscal quarter (the registrant' s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant' s internal control over financial reporting; and

5. The registrant' s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant' s auditors and the audit committee of the registrant' s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant' s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant' s internal control over financial reporting.

Date: May 10, 2011

/s/ Jonathan M. Peacock
Jonathan M. Peacock
Executive Vice President and
Chief Financial Officer

Exhibit 32

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Amgen Inc. (the "Company") hereby certifies that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 10, 2011

/s/ Kevin W. Sharer
Kevin W. Sharer
Chairman of the Board
and Chief Executive Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amgen Inc. and will be retained by Amgen Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Amgen Inc. (the "Company") hereby certifies that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2011 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 10, 2011

/s/ Jonathan M. Peacock
Jonathan M. Peacock
Executive Vice President
and Chief Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amgen Inc. and will be retained by Amgen Inc. and furnished to the Securities and Exchange Commission or its staff upon request.