

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

---

**FORM 8-K**

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

Date of report (Date of earliest event reported): November 7, 2005

**ALEXION PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**000-27756**  
(Commission  
File Number)

**13-3648318**  
(I.R.S. Employer  
Identification No.)

**352 Knotter Drive, Cheshire, Connecticut 06410**  
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (203) 272-2596

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

---

**Item 1.01 Entry into a Material Definitive Agreement.**

Mr. Patrice Coissac and Alexion Europe SAS (“Alexion Europe”), a newly established wholly-owned subsidiary of Alexion Pharmaceuticals, Inc. (the “Company”), entered into an employment agreement dated as of November 7, 2005. Mr. Coissac will serve as President of Alexion Europe, effective November 7, 2005. The Company’s Board of Directors has designated Mr. Coissac as an “officer” of the Company for purposes of Section 16 of the Exchange Act of 1934, as amended.

Under the terms of the employment agreement, Mr. Coissac will be paid a base salary of 170,000 Euros (approximately US\$199,000 at the current exchange rate) for the first year of his employment, subject to annual increase in the discretion of the Company. In consideration for travelling outside of France in performance of his duties, Mr. Coissac may receive a premium of up to 50,000 Euros (approximately US\$59,000 at the current exchange rate) annually. He will be eligible for a target annual performance bonus under the Company’s management incentive bonus program of up to 110,000 Euros (approximately US\$129,000 at the current exchange rate) in the first year, and thereafter, up to 50% of the sum of (i) the annual base salary plus (ii) a travelling premium, all subject to achievement of Company-level goals and agreed-to individual performance goals, as determined annually by the Company’s Board of Directors or the Compensation Committee. The employment agreement also provides for a 20,000 Euros signing bonus (approximately US\$23,000 at the current exchange rate) payable in two equal instalments.

Mr. Coissac and the Company also entered into a severance agreement dated as of on November 7, 2005. Under the terms of the severance agreement, in the event that the Company terminates him as President of Alexion Europe other than for personal cause, the Company will be obligated to pay Mr. Coissac a lump sum severance payment of (i) his then current annual salary plus (ii) a total travelling premium accrued over the most recent year plus (iii) the average bonus received by Mr. Coissac over the most recent two years. If a change in control of the Company occurs and Mr. Coissac is terminated for reasons as specified in the severance agreement, the Company will be obligated to pay Mr. Coissac a lump sum severance payment equal to 1.5 times the severance payment referenced above. Further, in exchange for Mr. Coissac’s non-compete obligation as specified in the severance agreement (unless such obligation is waived by the Company as specified in the agreement), for a period of one year following Mr. Coissac’s termination of employment the Company is obligated to pay him an amount that can range from (i) 33% of the severance payment referenced above to (ii) 33% of 1.5 times the severance payment referenced above.

The Board of Directors approved a grant to Mr. Coissac on November 7, 2005 of 10,000 restricted shares of the Company’s common stock, 6,668 shares of which will vest on the second anniversary of the date of grant and 1,666 shares of which will vest on each of the third and fourth anniversaries of the date of grant. The Board of Directors also granted Mr. Coissac an option to purchase up to 20,000 shares of the Company’s common stock at an exercise price of \$28.16. The option will vest with respect to one-fourth of the shares on the first anniversary of the grant and with respect to 1/16th of the shares each quarter thereafter. The forms of a stock option agreement and a restricted stock agreement under which the grants were made are attached hereto as Exhibit 10.3 and Exhibit 10.4, respectively.

**Item 8.01 Other Events.**

On November 8, 2005, the Company issued a press release announcing establishment of Alexion Europe and Mr. Coissac’s appointment, which press release is attached to this Form 8-K as Exhibit 99.1.

**Item 9.01 Financial Statements and Exhibits.****(c) Exhibits**

- 10.1 Employment Agreement, dated as of November 7, 2005, by and between Alexion Europe SAS and Patrice Coissac.
- 10.2 Severance Letter Agreement, dated as of November 7, 2005, by and between Alexion Pharmaceuticals, Inc. and Patrice Coissac.
- 10.3 Form of a Stock Option Agreement (for named executive officer(s) of Alexion Europe SAS).
- 10.4 Form of a Restricted Stock Agreement (for named executive officer(s) of Alexion Europe SAS).
- 99.1 Press Release issued by Alexion Pharmaceuticals, Inc. on November 8, 2005.

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

ALEXION PHARMACEUTICALS, INC.

Date: November 11, 2005

By: /s/ THOMAS I. H. DUBIN

Name: **Thomas I. H. Dubin**

Title: **Senior Vice President and General Counsel**

---

## Index to Exhibits

Exhibit No.	Description
10.1	Employment Agreement, dated as of November 7, 2005, by and between Alexion Europe SAS and Patrice Coissac.
10.2	Severance Letter Agreement, dated as of November 7, 2005, by and between Alexion Pharmaceuticals, Inc. and Patrice Coissac.
10.3	Form of a Stock Option Agreement (for named executive officer(s) of Alexion Europe SAS).
10.4	Form of a Restricted Stock Agreement (for named executive officer(s) of Alexion Europe SAS).
99.1	Press Release issued by Alexion Pharmaceuticals, Inc. on November 8, 2005.

**INDEFINITE TERM  
EMPLOYMENT AGREEMENT**

**BETWEEN THE UNDERSIGNED:**

**Alexion Europe SAS**, a *société par actions simplifiée*, with a capital of EUR 37,000 registered with the Paris Registry of Commerce and Companies under the number B 484251046, whose registered office is located at 54/56 avenue Hoche – Paris (75008), represented for the purposes hereof by Mr. David Keiser, in his capacity as President

hereinafter known as the “Company”

**on the one hand,**

**AND:**

**Mr. Patrice Coissac**, born on October 5, 1948, of French nationality, residing at 6, Square Alboni, 75016 Paris

hereinafter known as “Mr. Coissac”

**on the other hand,**

The Company and Mr. Coissac being collectively referred to hereinafter as the “Parties”.

**IT HAS BEEN AGREED AS FOLLOWS:**

**ARTICLE 1: ENGAGEMENT**

Mr. Coissac is hired by the Company for an indefinite term, as from the date of signature of this Employment Agreement indicated at the end hereof (the “Signature Date”), as Operations Manager Europe subject to the results of a pre-hiring medical examination.

It is expressly agreed that Mr. Coissac’s engagement is subordinated to the condition that he is fully free from any other work relationship or obligation to another employer and in particular, from any non-competition obligation relating to the Company’s activity.

---

## ARTICLE 2: DUTIES

Mr. Coissac is engaged as Operations Manager Europe, in charge of Marketing, Sales and Distribution, Group XI of the applicable Collective Bargaining Agreement, with Executive status.

As Operations Manager Europe, Mr. Coissac will, consistent with the nature of the activity of the company:

- elaborate the marketing strategy on the basis of directives given by the Company, in coordination with the parent company;
- coordinate the activities of the marketing, sales and distribution departments on a pan European level;
- consolidate and control the teams' performance on the ground.

The parties agree that the list of duties mentioned above is not exhaustive, as the Company reserves the right to modify the duties, insofar as such modifications are compatible with Mr. Coissac's experience and skills, without such modifications being considered as modifications of his employment agreement, which is expressly acknowledged by Mr. Coissac by the signature hereof.

Mr. Coissac will report to the President of Alexion Pharmaceuticals, Inc. on a timely basis and as determined by the Company and Alexion Pharmaceuticals, Inc.

## ARTICLE 3: TRIAL PERIOD

The trial period is fixed at three (3) months of effective work as from the date of engagement.

During this period, each of the parties may terminate this Employment Agreement at any time, without indemnities or notice period.

## ARTICLE 4: WORK PLACE

For the record, Mr. Coissac shall be based in the premises of the Company, currently located at 54/56 avenue Hoche in Paris (75008).

Mr. Coissac acknowledges that his place of work could be transferred to any other place in metropolitan France or Brussels, Belgium, if the Company so requires. Mr. Coissac expressly acknowledges by the signature hereof, that any such transfer shall not be considered as a modification of his employment agreement. In the event of such a transfer, the Company and Mr. Coissac will agree on an appropriate adjustment to keep Mr. Coissac economically whole for the period of such transfer, in particular from a personal income tax and social charges standpoint. Any proposed transfer of Mr. Coissac to another location than metropolitan France or Brussels, Belgium will be the subject of a separate negotiation between the Parties.

---

Moreover, due to the nature of his duties, which implies a high level of mobility, and in view of the nature of the Company's activity, Mr. Coissac shall be required to make regular business trips, both in France and abroad (including Europe, USA, Asia), which he hereby expressly accepts.

#### **ARTICLE 5: REMUNERATION**

In consideration for the performance of his duties, Mr. Coissac shall receive an annual basic lump sum gross salary of EUR 170,000 (one hundred and seventy thousand Euros), payable in twelve (12) monthly installments.

Mr. Coissac shall also benefit from an individual incentive scheme as from the Company's 2005/2006 fiscal year, subject to meeting the targets which shall be fixed at a later date and which shall be specified in an amendment to the present Employment Agreement. Such bonus may equal (i) for the fiscal year 2005-2006, a maximum of EUR 110,000 (one hundred ten thousand Euros) and (ii) for each subsequent year, a maximum of 50% of Mr. Coissac's annual base salary (based upon a full 12 months of service) plus his total expatriation premium paid during such year as provided below, in the case of both (i) and (ii) as may be determined by the CEO and President of Alexion Pharmaceuticals, Inc. based on achievement of objectives calculated at the level of Alexion Pharmaceuticals, Inc. and agreed to individual goals.

The annual incentive scheme includes the indemnity for legal paid holidays.

In consideration for the amount of travel which Mr. Coissac will be called upon to undertake in the course of his professional duties, the Company shall also pay to Mr. Coissac an expatriation premium, calculated as provided in Appendix I hereto.

The Company will also pay Mr. Coissac a signing bonus equal to EUR 20,000 gross (twenty thousand Euros) payable in two installments of EUR 10,000 (ten thousand Euros) on the Signature Date and April 1, 2006.

Mr. Coissac's remuneration will be re-evaluated on an annual basis and adjusted at the end of the fiscal year (July 31). The first such re-evaluation and adjustment shall be effective on August 1, 2006.

#### **ARTICLE 6: WORKING TIME**

In view of his level of remuneration, the nature of his duties and the actual conditions of their performance, which necessitate a large amount of self sufficiency in the organization of his work schedule and enable him to have vast autonomy in decision making, it has been agreed that his gross salary is an all-inclusive compensation for his activities and is not related to the number of working hours that Mr. Coissac shall actually have to carry out in order to complete his duties, since he has senior executive status.

---

#### **ARTICLE 7: PAID VACATION**

Mr. Coissac's rights to paid vacation shall be determined in accordance with the applicable legal and collective bargaining agreement provisions.

The dates of vacation absence of Mr. Coissac shall be determined by mutual agreement between Mr. Coissac and the Company according to the needs of the activity of the Company.

#### **ARTICLE 8: BUSINESS EXPENSES**

The Company shall reimburse Mr. Coissac for any reasonable expenses incurred in the performance of his duties, upon presentation of appropriate receipts, in accordance with the Company's policy in force which may be modified at any time, and of which Mr. Coissac agrees he has been informed.

For the purposes of the foregoing, business class air travel by Mr. Coissac shall be considered reasonable.

#### **ARTICLE 9: CAR ALLOWANCE**

Mr. Coissac will be entitled to a car allowance in an approximate amount of EUR 1,000 (one thousand euros) gross per month, all as shall be determined by a separate agreement between Alexion and Mr. Coissac.

#### **ARTICLE 10: SOCIAL COVERAGE**

With regard to the application of laws on social security and pension and death and disability schemes, the Parties agree to reciprocally comply with all statutory or contractual provisions, current or future, governing these matters.

Mr. Coissac shall benefit from all the complementary pension and death and disability regimes in force within the Company or that are put into effect in the future, for employees of the same category.

In this respect, Mr. Coissac shall contribute to these regimes by having his contributions deducted from his salary.

#### **ARTICLE 11: ABSENCES, ILLNESS**

Any foreseeable absence must be authorized by the Company.

Moreover, in the event of illness or a *force majeure* event, Mr. Coissac shall inform the Company as soon as possible, so that every useful measure may be taken to ensure that the activity is carried out. Mr. Coissac shall provide the appropriate justifications within a maximum period of forty eight (48) hours.



---

## ARTICLE 12: INVENTIONS

Any inventions and improvements to inventions, designs or development of software, literary or artistic creations, whether protectible or not, made by Mr. Coissac or to which he might have contributed during or at the time of his employment or the performance of his duties and any industrial property rights and related authors' rights (droits d'auteur) shall be and shall remain the exclusive property of the Company and shall be governed by the provisions of the Collective Bargaining Agreement. At the first demand of the Company, Mr. Coissac undertakes to sign any documents and perform all formalities that may be necessary for the Company to obtain a patent or any other intellectual property protection relating to inventions, software, literary and artistic creations, discoveries and their improvements.

## ARTICLE 13: PROFESSIONAL OBLIGATIONS

Mr. Coissac undertakes, both during the performance of this Employment Agreement and in particular, after its possible termination, for any reason whatsoever, to keep absolutely confidential all the information of which he has knowledge or acquired during the performance of his duties, and not to disclose the identity of the suppliers, clients or partners of the Company to third parties.

Mr. Coissac undertakes not to disclose to any third parties both during the duration of his Agreement with Company and after its possible termination, any of the projects, studies and creations made on behalf of the Company or the companies of the Group or on behalf of the clients of the Company or the Group.

During the entire term of this Employment Agreement, Mr. Coissac shall devote the exclusivity of his services to the Company and cannot have any other professional obligation, even if this activity is not competitive with that of the Company, without the prior written agreement of the Company, subject to the following exception: it has been agreed between the Parties that Mr. Coissac would remain *Gérant* and shareholder of BioPharmaConsult provided that (i) Mr. Coissac shall not perform any operational duties at BioPharmaConsult and (ii) his position as *Gérant* or shareholder of such Company shall not be competitive with that of the Company and shall not interfere in any way with the performance of his duties pursuant to this Agreement.

## ARTICLE 14: PROHIBITION OF ENTICEMENT

Mr. Coissac may not directly or through a third party without the prior written consent of the Company for a period of one year after the end of this Employment Agreement, whatever the reason for the termination, offer any enticement to, solicit or hire - in whatever manner and in whatever title or capacity - any individual who was during the one year period prior to the termination of this contract employed by the Company or during the three month period prior to the termination of this contract was involved in discussions with a view to being employed by the Company and to whom the Company makes a written offer at the latest 3 months following such termination.

---

## ARTICLE 15: RESTITUTION

Mr. Coissac expressly undertakes to return or transfer, on the same day as the termination of his duties within the Company, for any reason whatsoever and without the Company having to take any steps or give formal notice, all the documents, supports containing information and data, equipment or objects in his possession relating to the Company, the companies of the Group or any client, suppliers or third parties, which he may have obtained in any capacity whatsoever, in the context of his activity within the Company.

Mr. Coissac undertakes, pursuant to the same terms, to return any equipment which would have been entrusted to him for carrying out his duties.

## ARTICLE 16: TERMINATION OF AGREEMENT

As this Agreement is concluded for an indefinite term, either Party may terminate it at the end of the notice period, in accordance with the applicable law and the Collective Bargaining Agreement, provided that prior notice of three (3) months is given, except that, no notice period is required in the case of gross or willful misconduct or a *force majeure* event.

## ARTICLE 17: APPLICABLE LAW

This Agreement shall be governed by French law. For anything not set forth herein, the Parties shall refer to the legal provisions in force as well as the provisions of the applicable collective bargaining agreement in force at the Company, which, at the date of this agreement and for information, is the National Collective Bargaining Agreement for Pharmaceutical Industries.

Executed in Paris, France,

On November 7, 2005 (the “Signature Date”)

In two originals, including one for each of the Parties.

/s/ DAVID W. KEISER

Mr. David W. Keiser

/s/ PATRICE COISSAC

Mr. Patrice Coissac

For Alexion Europe SAS

*The signatures of the Parties shall be preceded by the handwritten words “Read and approved”.*

---

## APPENDIX I

### **Expatriation Premium pursuant to article 81 A III of the General Tax Code**

1. Mr. Coissac will receive an indemnity pursuant to article 81 A III of the General Tax Code, based on the number of days which he will work outside France on behalf of the Company.
2. This indemnity shall be computed as follows, subject to the ceiling in article 3 below:
  - (i) Mr. Coissac will receive, in addition to his base salary, 300 Euros (three hundred Euros) gross per day of presence in a foreign country, if such foreign country is located in Europe.
  - (ii) Mr. Coissac will be entitled to 600 Euros (six hundred Euros) gross per day spent outside Europe.
  - (iii) The day of departure and the day of arrival will each count for a full day.

Saturdays and Sundays spent abroad for the Company will each also count for one day.
  - (iv) One day will be added if Mr. Coissac stays abroad five days on end without being in a position to revisit his home.
  - (v) The total amount of the indemnity as computed above will be multiplied by two (2) if Mr. Coissac has stayed more than 45 days abroad in a given fiscal year of the Company.
3. Whatever the total amount of the indemnity as computed above, Mr. Coissac's total indemnity for days spent abroad in a given fiscal year of the Company shall not exceed the gross amount of 50,000 Euros (fifty thousand Euros).
4. The amount of the expatriation premium shall be indicated on Mr. Coissac's pay slips.
5. The indemnity shall be paid monthly as an advance. If at the end of the fiscal year in question the total amount of the advances of the expatriation indemnity to Mr. Coissac in connection with such fiscal year exceeds the total amount of the indemnity to which Mr. Coissac is entitled pursuant to Articles 1 to 3 above for that year, the excess of the advances shall be repaid at the latest on the August 31 following the end of the fiscal year in question.
6. Mr. Coissac shall be required to maintain and show to the Company all relevant documentary proof of such travel, including the purpose, duration and destination of each trip.

7. It is expressly agreed that in the event of a tax audit, Mr. Coissac shall bear the risk of any additional taxes, interest and/or penalties which may result therefrom, without any liability for the Company or the Group in connection therewith. In connection with the foregoing, the Company recommends that Mr. Coissac keep all documentary proof in connection with his foreign travel.

/s/ DAVID W. KEISER  
\_\_\_\_\_  
Mr. David W. Keiser

/s/ PATRICE COISSAC  
\_\_\_\_\_  
Mr. Patrice Coissac

For Alexion Europe SAS

*The signatures of the Parties shall be preceded by the handwritten words “Read and approved”.*

[On Alexion Pharmaceuticals, Inc. letterhead]

November 7, 2005

Mr. Patrice Coissac  
6, square Alboni  
F-75016 Paris  
France

Dear Patrice,

Further to our discussions, we would like to confirm the following points:

1- In the event that both (a) Alexion Europe SAS (the “Company”) terminates your employment agreement unilaterally for reasons other than a personal cause (or you resign from your employment agreement in accordance with part 5 of this letter agreement), and (b) Alexion Pharmaceuticals, Inc. as shareholder of the Company concurrently or thereafter removes you as President of the Company for reasons other than a personal cause, then we shall cause the Company to pay to you a lump sum contractual indemnity, as damages, equal to 12 (twelve) months of Remuneration as defined below (regardless of any severance payment provided by the law or the Collective Bargaining Agreement). For the purpose of this letter agreement, “Remuneration” shall be defined as your base gross monthly salary plus 1/12 of your total expatriation premium accrued during the most recent 12-month period plus 1/12 of the average annual bonus over the most recent 2-year period (or in the event your employment agreement is terminated and you continue as President of the Company, the same amount, pursuant to part 2 below).

In the event of a change of control of the Company entailing (i) if you have not resigned from your employment agreement in accordance with part 5 of this letter agreement, the termination of your employment agreement by the Company (or by you for demonstrable reasons of breach of professional ethics by the acquiror), and (ii) the termination of your *mandat social* as President of the Company by the acquiror (or by you for demonstrable reasons of breach of professional ethics by the acquiror), all in the absence of a basis for termination for personal cause, the above-mentioned contractual indemnity by the Company would be increased to 18 (eighteen) months of Remuneration (regardless of any severance payment provided by the law or the Collective Bargaining Agreement).

Such indemnity will be paid within a 30-day period following the date of termination of your employment agreement.

2- In the event that you resign from your employment agreement but you remain President of the Company (in the absence of a termination covered by part 1 above), it is agreed that your remuneration as President of the Company shall be fixed by the undersigned in its capacity as sole shareholder of the Company at the same gross amount as the gross amount of your remuneration pursuant to such employment agreement.

3- It is agreed that you undertake, both during the performance of your *mandat social* and in particular, after its possible termination, for any reason whatsoever, to keep absolutely confidential all the information of which you shall have knowledge or which you shall have acquired during the performance of your duties, and not to disclose the identity of the suppliers, clients or partners of the Company to third parties.

You undertake not to disclose to any third parties both during the duration of your *mandat social* at the Company and after its possible termination, any of the projects, studies and creations made on behalf of the Company or the companies of the Group or on behalf of the clients of the Company or the Group.

During the entire term of your *mandat social*, you shall devote the exclusivity of your services to the Company and cannot have any other professional obligation, even if this activity is not competitive with that of the Company, without the prior written agreement of the Company, subject to the following exception: it has been agreed between us that you would remain *Gérant* and shareholder of BioPharmaConsult provided that (i) you shall not perform any operational duties at BioPharmaConsult and (ii), as provided below, your position as *Gérant* or shareholder shall not be competitive with that of the Company and shall not interfere in any way with the performance of your *mandat social* at the Company.

It is furthermore agreed that you shall not directly or through a third party without the prior written consent of the Company for a period of one year after the end of your *mandat social*, whatever the reason for the termination, offer any enticement to, solicit or hire - in whatever manner and in whatever title or capacity - any individual (i) who was during the one year period prior to the termination of your *mandat social* employed by the Company, or (ii) who was during the 3-month period prior to the termination of your *mandat social* involved in discussions with a view to being employed by the Company and to whom the Company makes a written offer at the latest 3 months following such termination.

You shall not during the term of your *mandat social*, and during a one-year period after its end, engage in any act that is directly or indirectly competitive with the Company's business or that could be to its detriment.

In particular, in view of your duties within the Company, you acknowledge that the Company has a legitimate interest, both during the term of your *mandat social* and after its termination, that you do not compete with the Company and/or the shareholder and/or affiliated companies of the Company (together the "Group") in its sector of actual or planned activity at the date of termination of your *mandat social*. Therefore, during the term of your *mandat social* and for a period of one year as from its end, for any reason whatsoever and whichever party takes the initiative of the termination, you undertake not to:

- work on behalf of a client of the Company or the Group or to collaborate indirectly with a client or a prospective client of the Company or the Group with a view to performing an activity in competition with the activity of the Company or the Group;

- enter into the service of a company that is created, in the process of being created, or to be created, whose activity would be in direct competition with the activity of the Company or the Group;
- take an interest, directly or indirectly, in such a company, in any capacity or in any way whatsoever, and in particular, as an employee, non-salaried worker, personal company, partner, corporate officer, limited partner, etc.

This prohibition shall apply throughout the territory of France and Europe. At the end of your *mandat social* and for the above-mentioned period of one year, we shall cause the Company to pay you a total financial consideration for this non-competition obligation (the “Non-Competition Financial Consideration”), as follows:

- (a) in the event of (i) your resignation from your *mandat social* as President of the Company or (ii) the termination of your *mandat social* as President of the Company by Alexion Pharmaceuticals, Inc. as shareholder of the Company for a reason of personal cause, the Non-Competition Financial Consideration shall be equal to 33% multiplied by 12 multiplied by the Remuneration, divided into 12 equal monthly installments; or
- (b) in the event of termination of your *mandat social* as President of the Company by Alexion Pharmaceuticals, Inc. as shareholder of the Company for reasons other than personal cause (and other than as provided in subparagraph (c) below), the Non-Competition Financial Consideration shall be equal to the greater of :
  - (i) 33% multiplied by 12 multiplied by the Remuneration, or
  - (ii) ((the lower of: (12 multiplied by the Remuneration) or 366,000 euros) less 182,000 euros) multiplied by 96%, divided into 12 equal monthly installments; or
- (c) in the event of termination of your *mandat social* as President of the Company by Alexion Pharmaceuticals, Inc. as shareholder of the Company for reasons other than personal cause, which reasons are related to a change in control of the Company (or you resign from your functions as President of the Company for demonstrable reasons of breach of professional ethics by the acquiror), the Non-Competition Financial Consideration shall be equal to the greater of :
  - (i) 33% multiplied by 18 multiplied by the Remuneration, or
  - (ii) ((the lower of: (18 multiplied by the Remuneration) or 366,000 euros) less 182,000 euros) multiplied by 86%, divided into 12 equal monthly installments.

Notwithstanding the foregoing, it is expressly agreed that, in the situations referred to in subparagraph (a) above, we may release you from this non-competition obligation within a





---

## Annex 1

For illustrative purposes only, an application of the formula in part 3(b) to the hypothetical case of a Remuneration of 27,500 euros would be as follows:

The greater of:

- (iii) 33% multiplied by 12 multiplied by 27,500 euros = 108,900 euros, or
- (iv) ((the lower of: (12 multiplied by 27,500 euros = 330,000 euros) or 366,000 euros, i.e. 330,000 euros) less 182,000 euros = 148,000 euros) multiplied by 96% = 142,080 euros,

i.e. 142,080 euros,

divided into 12 equal monthly installments of 11,840 euros.

\*\*\*

Also for illustrative purposes only, an application of the formula in part 3(c) to the hypothetical case of a Remuneration of 27,500 euros would be as follows:

The greater of:

- (ii) 33% multiplied by 18 multiplied by 27,500 euros = 163,350 euros, or
- (ii) ((the lower of: (18 multiplied by 27,500 euros = 495,000 euros) or 366,000 euros, i.e. 366,000 euros) less 182,000 euros = 184,000 euros) multiplied by 86% = 158,240 euros,

i.e. 163,350 euros,

divided into 12 equal monthly installments of 13,612.50 euros.

**Form of**  
**Agreement regarding**  
**the Alexion Pharmaceuticals, Inc.**  
**2004 Incentive Plan for Stock Options**

(For French Recipients)

AGREEMENT (this “Agreement”) made as of this \_\_\_\_\_ (the “Grant Date”), by and between Alexion Pharmaceuticals, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Optionee”).

**WITNESSETH:**

- A.** The Stockholders of Alexion Pharmaceuticals, Inc. (hereinafter referred to as the “**Company**”) resolved, on December 10, 2004, on the approval of the Alexion Pharmaceuticals, Inc. 2004 Incentive Plan (hereinafter referred to as the “**2004 Plan**”). According to the Plan, the Board of Directors of the Company is authorized to grant Stock Options to the employees and members of the management of the Company and of its subsidiaries.
- B.** The Board of Directors of the Company adopted resolutions approving this Agreement on the Grant Date. The following provisions apply to the Option (as defined below) granted by the Company to the Optionee (as defined below). These provisions shall govern the application of the provisions of the 2004 Plan to the Option, in particular as Section 10(m) of the 2004 Plan allows the Board to modify any awards in order to comply with the requirements of foreign laws and regulations. In the event of a difference between the terms and conditions of this Agreement and those of the 2004 Plan, the terms and conditions of this Agreement shall prevail.
- C.** Pursuant to the 2004 Plan, the Company desires to grant to the Optionee, and the Optionee desires to accept, an option to purchase shares of the Company’s common stock, \$0.0001 par value (the “Common Stock”), upon the terms and conditions set forth in this Agreement and the 2004 Plan.
- D.** Capitalized terms not defined herein shall have the meaning ascribed to them in the 2004 Plan.

**NOW, THEREFORE, the parties hereto agree as follows:**

**1. Definitions**

- “French Commercial Code” means the French *Code de Commerce*.

- “French Social Security Code” means the French *Code de la Sécurité Sociale*.
- “French Subsidiary” means Alexion Europe SAS.
- “French Tax Code” means the French *Code Général des Impôts*.
- “Grant Date” means the date on which the Option is granted to the Optionee by the Board of Directors of the Company, *i.e.* the date written above as being the Grant Date.
- “Option” means collectively the stock options granted over the Shares to the Optionee pursuant to this Agreement and the 2004 Plan as amended by this Agreement.
- “Option Exercise Price” means, with respect to the Option, the exercise price of the Shares that may be subscribed by the Optionee, computed in accordance with Section 4 below.
- “Shares” shall have the meaning defined in Section 2.1.

## 2. Grant of Option - Optionee

- 2.1 The Company hereby grants to the Optionee an Option to purchase up to \_\_\_\_\_ newly issued shares of Common Stock of the Company (the “Shares”), at a purchase price per Share of \_\_\_\_\_ (\$\_\_\_\_\_). The Option granted to Optionee is not intended to qualify as an “incentive stock option” within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended.
- 2.2 The Option may not be granted to Optionee if he holds, directly or indirectly (including any rights to acquire shares), more than ten per cent (10%) of the share capital of the Company at the Grant Date. The Optionee hereby represents and warrants that the grant of the Option will not cause the Optionee to hold (including any rights to acquire shares) more than ten percent (10%) of the share capital of the Company at the Grant Date.
- 2.3 No Option shall be granted to any French consultant which is not the President, the *Directeur Général* (as defined by Article L 225-185 of the French Commercial Code) or an employee of the French Subsidiary at the time of grant.
- 2.4 The total amount of options over the Company’s shares granted and not yet exercised shall not at any time give rights to acquire an amount of Company shares exceeding in the aggregate one third (33.33%) of the share capital of the Company.

## 3. Option – Shares

The Option may not be transferred, pledged or otherwise subject to any third party’s right. It may be exercised solely by Optionee, subject to the provisions of Section 5.2.2 below.

#### **4. Option Exercise Price**

- 4.1 The Exercise Price is determined on the Grant Date.
- 4.2 So long as the shares of the Common Stock of the Company are admitted to trading on a regulated stock market, if the Option Exercise Price per Share at the Grant Date is less than 80% of the arithmetical average of the market value of the Share over the 20 daily sessions preceding the Grant Date, the Option shall be deemed not to have been granted in respect of such Shares.
- 4.3 The Option Exercise Price for the Optionee is intangible and shall only be adjusted upon the occurrence of the events specified in section L 225-181 of the French Commercial Code. In such case, the Board of Directors will, subject to the applicable legal conditions and regulations, adjust the Option Exercise Price and the number of Shares which are able to be subscribed by the exercise of the Option, to take account of the proposed financial or other transaction.

#### **5. Exercise of the Option and Payment**

##### **5.1 General rules**

- 5.1.1 Except as otherwise provided herein, the Option granted under the 2004 Plan to Optionee is not exercisable before the first anniversary of the Grant Date. This Option shall become exercisable in accordance with the schedule shown on Exhibit A based upon Optionee's continuous service with the Company or its affiliates following the Grant Date. No shares of Common Stock may be purchased hereunder unless Optionee shall have remained in the continuous service of the Company or an affiliate up to and including the specified date shown on Exhibit A from the Grant Date. Unless earlier terminated, this Option shall expire if and to the extent it is not exercised on or prior to the tenth anniversary of the Grant Date (the "Expiration Date").
- 5.1.2 Optionee may exercise this Option in whole or in part in accordance with the provisions of the present Agreement and the schedule shown on Exhibit A by delivering to the Company (a) a written notice of such exercise specifying the number of shares of Common Stock that Optionee has elected to acquire and (b) payment in full of the exercise price, together with the amount, if any, deemed necessary by the Company to enable it to satisfy any tax withholding obligations with respect to the exercise (unless other arrangements acceptable to the Company are made for the satisfaction of such withholding obligation). The Option Exercise Price shall be payable in cash or bank or certified check or by such methods in accordance with such procedures as may be authorized or permitted by the Committee from time to time.
- 5.1.3 No shares of Common Stock shall be sold or delivered hereunder until full payment for such shares has been made. Optionee shall have no rights as a stockholder with respect to any shares covered by this Option until a stock certificate for such shares is issued to Optionee. Except as otherwise provided

herein or in the 2004 Plan, no adjustment shall be made for dividends or distributions of other rights for which the record date is prior to the date such stock certificate is issued.

## 5.2 Termination of Service

5.2.1 Disability. Except as otherwise provided in an agreement between Optionee and the Company or its affiliates, if Optionee's service with the Company and its affiliates terminates due to his Disability, then: (i) that portion of this Option that is not exercisable on the date of termination shall immediately terminate, and (ii) subject to Section 5.2.3 below, that portion of this Option that is exercisable on the date of termination shall remain exercisable, but only to the extent exercisable on the date of termination, by Optionee (or Optionee's legal representative) until the earlier of (x) the first anniversary of the date of termination (or, subject to section 5.2.2 below, if Optionee's service is terminated by reason of his Disability and Optionee dies within one year of such termination of service, the six month period mentioned in section 5.2.2 below) and (y) the Expiration Date and, to the extent not exercised during such period, shall immediately terminate thereafter.

For purposes of this Agreement, "Disability" shall mean, unless otherwise defined in an agreement between Optionee and the Company or its affiliates (in which case, such meaning shall apply), the inability of Optionee to perform the customary duties of his service for the Company or its affiliates by reason of a physical or mental incapacity which is expected to result in death or to be of indefinite duration.

### 5.2.2 Death

Notwithstanding any other provisions of the present Agreement, in the event of the death of the Optionee, the heirs of Optionee shall have a six (6)-month period from the date of Optionee's death to exercise the Option held by Optionee on the day of his death. If and to the extent the Option is not exercisable at the date of the death of Optionee, the unexercisable part of the Option shall immediately terminate.

If the Option held by Optionee has not yet been exercised by his heirs upon the expiration of the six (6)-month period, it shall lapse immediately.

5.2.3 Termination for Cause or at a Time when Cause Exists. Except as otherwise provided in an agreement between Optionee and the Company or its affiliates, if Optionee's service is terminated by the Company or an affiliate for Cause or if, at the time of Optionee's termination, grounds for a termination for Cause exist, then this Option (whether or not then exercisable) shall immediately terminate and cease to be exercisable.

For purposes of this Agreement, "Cause" shall mean, unless otherwise defined in an agreement between Optionee and the Company or its affiliates (in which case, such meaning shall apply), Optionee's dishonesty, fraud, insubordination, willful misconduct, refusal to perform services, unsatisfactory performance of services or material breach of any written agreement between Optionee and the Company or any of its affiliates. Cause shall be determined by the Company.

5.2.4 Other Termination. Except as otherwise provided in an agreement between Optionee and the Company or its affiliates, if Optionee's service with the Company and its affiliates terminates for any reason not covered by Section 5.2.1, 5.2.2 or 5.2.3 above, then: (i) that portion of this Option that is not exercisable on the date of termination shall immediately terminate, and (ii) subject to Section 5.2.3 above, that portion of this Option that is exercisable on the date of termination shall remain exercisable, but only to the extent exercisable on the date of termination, by Optionee until the earlier of (x) the ninetieth day following the date of termination and (y) the Expiration Date and, to the extent not exercised during such period, shall immediately terminate thereafter.

5.3 Cancellation of Option

Notwithstanding anything herein to the contrary, the Committee may cancel, rescind, suspend, withhold or otherwise limit or restrict this Option at any time if the Optionee is not in compliance with all material applicable provisions of this Agreement or the Plan, or if the Optionee engages in a Detrimental Activity. Upon exercise of the Option, if requested by the Company the Optionee shall certify in a manner acceptable to the Company that he is in compliance with the terms and conditions of this Agreement and the Plan and has not engaged in any Detrimental Activity.

For purposes of this Agreement, "Detrimental Activity" shall mean any of the following, unless authorized by the Company: (1) the rendering of services for any organization or engaging directly or indirectly in any business which is or becomes competitive with the Company or its affiliates, or which organization or business, or the rendering of services to such organization or business, is or becomes otherwise prejudicial to or in conflict with the interests of the Company or its affiliates, (2) the disclosure to anyone outside the Company or its affiliates, or the use in other than the Company's or its affiliates' business, without authorization from the Company, of any confidential information or material relating to the business of the Company or its affiliates, acquired by the Optionee either during or after service with the Company or its affiliates, (3) the failure or refusal to disclose promptly and to assign to the Company or its affiliates all right, title and interest in any invention or idea, patentable or not, made or conceived by the Optionee during service with the Company or its affiliates, relating in any manner to the actual or anticipated business, research or development work of the Company or its affiliates or the failure or refusal to do anything reasonably necessary to enable the Company or its affiliates to secure a patent where appropriate in the United States and in other countries insofar as any matter referred to in this clause (3) violates any obligation of the Optionee to the Company or its affiliates, or (4) any attempt directly or indirectly to induce any employee or manager of the Company or its affiliates to be employed or perform services elsewhere or any attempt directly or indirectly to solicit the trade or business of any current or prospective customer, supplier or partner of the Company or its affiliates.

5.4 Securities Restrictions

This Option shall not be exercisable for such period as may be required to comply with the Federal securities laws, state "blue sky" laws, an applicable listing requirement of

any applicable securities exchange and any other law or regulation applicable to the exercise of this Option, and the Company shall not be obligated to issue or deliver shares of Common Stock hereunder if the issuance or delivery of such shares would constitute a violation of any law or any regulation of any governmental authority or applicable securities exchange.

**6. Share Transfers**

- 6.1 Optionee may not sell the Shares before the fourth year following the Grant Date and must therefore respect the so called “four year unavailability period” (hereinafter referred to as the “Four Year Unavailability Period”).
- 6.2 Notwithstanding the above and according to Article 91 *ter* Appendix II to the French Tax Code, the Four Year Unavailability Period may be waived in the event of Optionee’s death or disability corresponding to the second or third category set forth in Article L 341-4 of the French Social Security Code.

**7. Miscellaneous**

- 7.1 Shares received by the Optionee upon exercise of his Option shall be in nominative form or be individualised in individual share accounts.
- 7.2 Nothing in this Agreement shall confer the Optionee any right to continue in the service of the Company or its affiliates, or in any way interfere with the right of the Company or its affiliates to terminate the service of the Optionee at any time.
- 7.3 The recitals to this Agreement constitute an integral part of this Agreement, with the same force and effect as if they had appeared in the main body of this Agreement.
- 7.4 The Optionee acknowledges that he received a copy of the 2004 Plan prior to the execution of this Agreement.
- 7.5 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflicts of law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise provided in the 2004 Plan, may not be modified other than by written instrument executed by the parties.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

ALEXION PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OPTIONEE

By: \_\_\_\_\_  
Name: \_\_\_\_\_



---

**Exhibit A**

**Date**

**Options Vested**

The Options granted to Optionee under this Agreement and the 2004 Plan are not exercisable before the first anniversary of the Grant Date.

No shares of Common Stock may be purchased hereunder unless the Optionee shall have remained in the continuous service of the Company or an affiliate from the Grant Date up to and including the specified date shown on this Exhibit A. Unless earlier terminated, this Option shall expire if and to the extent it is not exercised on or prior to the Expiration Date.

**Form of**  
**Agreement regarding**  
**the Alexion Pharmaceuticals, Inc.**  
**2004 Incentive Plan for Restricted Stock**

(For French Recipients)

AGREEMENT (this “Agreement”), made as of this \_\_\_\_\_ (the “Grant Date”), by and between Alexion Pharmaceuticals, Inc., a Delaware corporation (the “Company”), and \_\_\_\_\_ (the “Participant”).

**WITNESSETH:**

- A.** The Stockholders of Alexion Pharmaceuticals, Inc. (hereinafter referred to as the “**Company**”) resolved, on December 10, 2004, on the approval of the Alexion Pharmaceuticals, Inc. 2004 Incentive Plan (hereinafter referred to as the “**2004 Plan**”). According to the 2004 Plan, the Board of Directors of the Company is authorized to grant Restricted Stock (as defined below) to the employees and members of the management of the Company and of its subsidiaries.
- B.** The Board of Directors of the Company adopted resolutions approving this Agreement on the Grant Date. The following provisions apply to Restricted Stock granted by the Company to Participant (as defined below). These provisions shall govern the application of the provisions of the 2004 Plan to the Restricted Stock granted by the Company to Participant, in particular as Section 10(m) of the 2004 Plan allows the Board to modify any awards in order to comply with the requirements of foreign laws and regulations. In the event of a difference between the terms and conditions of this Agreement and those of the 2004 Plan, the terms and conditions of this Agreement shall prevail.
- C.** Pursuant to the 2004 Plan, the Company desires to grant to Participant, and Participant desires to accept, an award of Restricted Stock, upon the terms and conditions set forth in this Agreement and the 2004 Plan.
- D.** Capitalized terms not defined herein shall have the meaning ascribed to them in the 2004 Plan.

**1. Definitions**

- “French Commercial Code” means the French *Code de Commerce*.
- “French Subsidiary” means Alexion Europe SAS.
- “Grant Date” means the date on which the Board of Directors approved the grant of the Restricted Stock to the Participant, i.e., the date written above as being the Grant Date.
- “Holding Period” has the meaning defined in Section 3.2.1.
- “Restricted Stock” should have the meaning given in Section 2.1.
- “Shares” means \_\_\_\_\_ newly issued shares of the Company’s common stock granted to Participant pursuant to this Agreement.
- “Vesting Date” has the meaning defined in Section 3.1.3.
- “Vesting Period” has the meaning defined in Section 3.1.4.

**2. Grant of Restricted Stock**

- 2.1 The Company hereby grants the Shares to Participant, subject to the terms and conditions of this Agreement. The Shares are awarded to Participant free of charge. The Shares are subject to certain vesting, transfer and forfeiture restrictions pursuant to this Agreement, which shall expire, if at all, in accordance with Section 3 below. While such restrictions are in effect, the Shares subject to such restrictions shall be referred to as “Restricted Stock”.
- 2.2 No Restricted Stock may be granted to Participant if he holds upon receiving such grant, directly or indirectly (including any right to acquire shares), more than ten per cent (10%) of the share capital of the Company at the Grant Date. Participant hereby represents and warrants that the grant of the Restricted Stock will not cause Participant to hold (including any right to acquire shares) more than ten percent (10%) of the share capital of the Company at the Grant Date.
- 2.3 The total amount of shares of the Company granted as Restricted Stock shall not at any time exceed in the aggregate and on a cumulative basis ten per cent (10%) of the share capital of the Company.
- 2.4 No Restricted Stock shall be granted to any French consultant which is not the President, the *Directeur General* (as defined by Article L 225-197 of the French Commercial Code) or an employee of the French Subsidiary at the time of grant.

### 3. Vesting and Disposal of Restricted Stock

#### 3.1 Vesting Period; Forfeiture

- 3.1.1 The transfer of ownership (vesting), whether it concerns the beneficial ownership or the title of the Restricted Stock, to Participant may not occur before expiry of a minimum two year period starting as from the Grant Date. However, in case of death of Participant, his heirs may ask for the immediate transfer of ownership of the Restricted Stock granted to Participant.
- 3.1.2 Participant shall be entitled to exercise voting rights with respect to the Restricted Stock as from the Vesting Date. Any cash or stock dividends paid on the Restricted Stock as from the Vesting Date shall be remitted to Participant, subject to applicable withholding. Stock distributed in connection with a stock split or stock dividend with respect to the Restricted Stock shall be subject to the transfer restrictions under section 3.2. below to the same extent as the Restricted Stock.
- 3.1.3 Subject to section 3.1.1. above, the Restricted Stock shall become vested in the amounts and on the dates specified in Exhibit A (each, a “**Vesting Date**”), provided that Participant remains in the continuous service of the Company or its affiliates through each applicable Vesting Date. The transfer of ownership shall therefore occur upon each applicable Vesting Date.
- 3.1.4 The period running as from the Grant Date up to the Vesting Date is hereinafter referred to as the “**Vesting Period**”.
- 3.1.5 During the Vesting Period, Participant shall not transfer, sell or dispose of the rights resulting from the grant of Restricted Stock.
- 3.1.6 Except as otherwise provided in this Agreement, Participant shall immediately forfeit to the Company any and all unvested shares of Restricted Stock, and all rights and interests therein, without compensation, upon the cessation of Participant’s service with the Company or its affiliates. The Participant hereby irrevocably appoints each of the Chief Executive Officer, the Vice President of Finance and the General Counsel of the Company as Participant’s attorney-in-fact (each separately and individually) to assign, transfer and deliver unto the Company the unvested shares of Restricted Stock forfeited hereunder and to execute any and all documents necessary in connection with the foregoing.

#### 3.2 Holding Period

- 3.2.1 Once the Restricted Stock has become vested, Participant (or his heirs as the case may be) shall not transfer, sell or dispose of the Restricted Stock before expiry of an additional two year period (hereinafter referred to as the “**Holding Period**”) running as from the Vesting Date.

Any attempted sale, assignment, transfer, disposition, pledge or hypothecation of Restricted Stock in violation of this Agreement shall be void and of no effect and the Company shall have the right to disregard the same on its books and records and issue "stop transfer" instructions to its transfer agent.

- 3.2.2 Once the Restricted Stock has become vested, the Restricted Stock shall be evidenced by book entries on the Company's stock transfer records pending the expiration of restrictions thereon or shall be evidenced by certificates, which shall be retained in the physical possession of the Company until the end of the Holding Period.

Any certificates which evidence the shares of Restricted Stock shall bear the following legend (and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law):

"THE SHARES OF COMMON STOCK EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS SET FORTH IN THAT CERTAIN AGREEMENT REGARDING THE ALEXION PHARMACEUTICALS, INC. 2004 PLAN FOR RESTRICTED STOCK BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY. ANY ATTEMPTED TRANSFER OF SHARES OF COMMON STOCK EVIDENCED BY THIS CERTIFICATE IN VIOLATION OF SUCH AGREEMENT SHALL BE NULL AND VOID AND WITHOUT EFFECT."

#### **4. Miscellaneous**

- 4.1 Nothing in this Agreement shall be deemed to create any obligation on the part of the Company or its affiliates to continue the service of Participant or interfere with the right of the Company or its affiliates to terminate the service of Participant.
- 4.2 The recitals to this Agreement constitute an integral part of this Agreement, with the same force and effect as if they had appeared in the main body of this Agreement.
- 4.3 Participant acknowledges receipt of a copy of the 2004 Plan prior to the date of this Agreement.
- 4.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflicts of law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise provided in the 2004 Plan, may not be modified other than by written instrument executed by the parties.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

ALEXION PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Name:  
Title:

PARTICIPANT

By: \_\_\_\_\_  
Name:

---

**Exhibit A**

**Vesting Date**

**Number of Restricted Stock Vested**

Subject to Section 3.1 of the Agreement, the Restricted Stock shall become vested in the amounts and on the dates specified above, provided that Participant remains in the continuous service of the Company or its affiliates through each applicable Vesting Date.



352 Knotter Drive ▲ Cheshire, CT ▲ 06410 ▲ Phone 203-272-2596 ▲ Fax 203-271-8199 ▲ www.alxn.com

## FOR IMMEDIATE RELEASE

### Contacts:

Alexion Pharmaceuticals, Inc.  
Leonard Bell, M.D.  
Chief Executive Officer  
(203) 272-2596

Rx Communications  
Patricia Garrison (Scientific Media)  
(917) 322-2567  
Rhonda Chiger (Investors)  
(917) 322-2569

Noonan/Russo  
Robert Stanislaro (Business  
and Financial Media)  
(212) 845-4268

### *Alexion Pharmaceuticals Forms Alexion Europe SAS*

- Former Pharmacia Executive Patrice Coissac Appointed General Manager and President -

**CHESHIRE, Conn., November 8, 2005** — Alexion Pharmaceuticals, Inc. (Nasdaq: ALXN) announced today that it has formed a wholly-owned subsidiary, Alexion Europe SAS, which will serve as the company's European headquarters and manage all late stage development, regulatory and commercial operations throughout Europe. The subsidiary is based in Paris. Patrice Coissac, former President of Pharmacia SAS, has been appointed General Manager and President of Alexion Europe SAS.

"The establishment of a European subsidiary is an important step as we focus on global development and prepare for the commercialization of our first product, eculizumab, if and when approved for the chronic orphan blood disorder Paroxysmal Nocturnal Hemoglobinuria ("PNH")," said Leonard Bell, M.D., Chief Executive Officer of Alexion Pharmaceuticals. "In Patrice, we have found a highly experienced industry leader who has successfully launched and marketed significant pharmaceutical products throughout Europe. We look forward to his guidance and leadership as we approach this important marketplace."

Mr. Coissac, 57, has a broad international background in the pharmaceutical industry. Most recently, since mid 2003, he headed BioPharmaConsult, an international pharmaceutical consulting firm. Previously he was President of Pharmacia SAS in France, a position he held from 1999 to April, 2003 when Pharmacia was acquired by Pfizer. While at Pharmacia, Mr. Coissac was responsible for the integration of Monsanto (Searle) with Pharmacia & Upjohn in France. During his tenure, sales grew almost three fold to €615 million in 2002. Prior to joining Pharmacia, Mr. Coissac held several managerial positions at leading pharmaceutical companies including Head of Operations for Novartis, Belgium; and President of Boehringer Mannheim Therapeutics in France. He also served as Senior Vice President, Marketing for global pharmaceutical operations at Corange International and held several global marketing positions at Sandoz world headquarters in Switzerland and in Tokyo where he was posted during several years.

"Commercializing eculizumab in Europe independently provides Alexion with the opportunity to retain the full value and maximize the potential of this first-in-class product candidate," said David W. Keiser, Alexion's President and Chief Operating Officer. "We are delighted to have someone with Patrice's outstanding qualifications and track record, join us to lead this effort."

(more)



In addition to Mr. Coissac, Alexion Europe SAS will initially employ regulatory, medical and commercial professionals in France and in additional European countries. Alexion Pharmaceuticals expects the number of Alexion Europe employees to expand significantly if and when eculizumab is approved for marketing in Europe.

#### About Alexion

Alexion is engaged in the discovery and development of therapeutic products aimed at treating patients with a wide array of severe disease states, including hematologic and cardiovascular disorders, autoimmune diseases and cancer. Alexion's two lead product candidates, pexelizumab and eculizumab, are currently undergoing evaluation in several clinical development programs, including two Phase III trials of eculizumab for the treatment of paroxysmal nocturnal hemoglobinuria (PNH), a Phase III trial of pexelizumab in coronary artery bypass graft (CABG) surgery patients undergoing cardiopulmonary bypass (CPB), and a Phase III trial of pexelizumab in acute myocardial infarction (AMI) patients. The pexelizumab trials are conducted in collaboration with Procter and Gamble Pharmaceuticals. Under the Special Protocol Assessment process, the FDA has agreed to the design of protocols for the Phase III pexelizumab trials that could, if successful, serve as the primary basis of review for approval of licensing applications for the two indications. Also under the Special Protocol Assessment process, the FDA has agreed to the design of protocols for the two trials of eculizumab in PNH patients that could, if successful, serve as the primary basis of review for approval of a licensing application for eculizumab in the PNH indication. Eculizumab has also been studied in rheumatoid arthritis and membranous nephritis. Alexion is engaged in discovering and developing a pipeline of additional antibody therapeutics targeting severe unmet medical needs, through its wholly owned subsidiary, Alexion Antibody Technologies, Inc. This press release and further information about Alexion Pharmaceuticals, Inc. can be found on the World Wide Web at: <http://www.alexionpharm.com>.

*This news release contains forward-looking statements, including statements regarding conditions relating to Alexion's commercialization strategies for eculizumab in Europe. Forward-looking statements are subject to factors that may cause Alexion's results and plans to differ from those expected, including the results of pre-clinical or clinical studies (including termination or delay in clinical programs), the need for additional research and testing, delays in arranging satisfactory manufacturing capability, inability to acquire funding on timely and satisfactory terms, delays in developing or adverse changes in commercial relationships, the possibility that results of earlier clinical trials are not predictive of safety and efficacy results in later clinical trials, dependence on Procter & Gamble Pharmaceuticals for development and commercialization of pexelizumab, the risk that third parties won't agree to license any necessary intellectual property to us on reasonable terms, and a variety of other risks set forth from time to time in Alexion's filings with the Securities and Exchange Commission, including but not limited to the risks discussed in Alexion's Annual Report on Form 10-K for the year ended July 31, 2005 and in our other filings with the Securities and Exchange Commission. P&GP retains the development rights and the termination rights discussed in Alexion's Form 10-K referred to above. Alexion does not intend to update any of these forward-looking statements to reflect events or circumstances after the date hereof, except when a duty arises under law.*

###