

**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 19, 2015 (November 13, 2015)**

REGENERON PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

New York

(State or other jurisdiction of incorporation)

000-19034
(Commission
File Number)

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

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

10591-6707
(Zip Code)

Registrant's telephone number, including area code: **(914) 847-7000**

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 Instructions 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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 13, 2015, the Compensation Committee of the Board of Directors of Regeneron Pharmaceuticals, Inc. ("Regeneron" or the "Company") approved revised forms of award agreements under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (the "Plan") pursuant to which non-qualified stock options, incentive stock options and shares of restricted stock may be awarded to the Company's executive officers, including its named executive officers (collectively, the "Revised Award Agreements"). The Revised Award Agreements will be used commencing with the 2015 annual equity awards expected to be made in December 2015.

The Revised Award Agreements are generally consistent with the existing forms of award agreements under the Plan (previously filed as Exhibits 10.1, 10.2 and 10.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on June 18, 2014) and the description thereof set forth on page 54 (under the heading "Annual Stock Option Awards") and page 57 (under the heading "Potential Severance Benefits") of the Company's Definitive Proxy Statement on Schedule 14A filed with the SEC on April 21, 2015, subject to the qualification in the following sentence. The Revised Award Agreements applicable to future awards to George D. Yancopoulos, M.D., Ph.D., President, Regeneron Laboratories and Chief Scientific Officer of the Company, provide, solely for purposes of the Revised Award Agreements, that Dr. Yancopoulos would have a "Good Reason" for terminating his employment with Regeneron upon or within two years after the occurrence of a Change in Control (as defined in the Plan) and, therefore, would be entitled to acceleration of the awards thereunder if the employment of Leonard S. Schleifer, M.D., Ph.D., the Company's President and Chief Executive Officer, has ended due to Dr. Schleifer's "Involuntary Termination" (as defined in the Amended and Restated Employment Agreement, dated as of November 14, 2008, by and between Dr. Schleifer and the Company, as in effect from time to time (previously filed with the SEC as Exhibit 10.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 2008)).

The foregoing description of the Revised Award Agreements is qualified in its entirety by reference to the full text of the Revised Award Agreements, which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

- 10.1 Form of stock option agreement and related notice of grant for use in connection with the grant of non-qualified stock options to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).
- 10.2 Form of stock option agreement and related notice of grant for use in connection with the grant of incentive stock options to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).
- 10.3 Form of restricted stock award agreement and related notice of grant for use in connection with the grant of restricted stock awards to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).

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SIGNATURES

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

Date: November 19, 2015

REGENERON PHARMACEUTICALS, INC.

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

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EXHIBIT INDEX

Number	Description
10.1	Form of stock option agreement and related notice of grant for use in connection with the grant of non-qualified stock options to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).
10.2	Form of stock option agreement and related notice of grant for use in connection with the grant of incentive stock options to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).
10.3	Form of restricted stock award agreement and related notice of grant for use in connection with the grant of restricted stock awards to Regeneron's executive officers under the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (revised).

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Regeneron Pharmaceuticals, Inc.

ID: []
 777 Old Saw Mill River Road
 Tarrytown, New York 10591

**Notice of Grant of Stock Options
 and Option Agreement for Time-Based Vesting
 Option Awards**

[OPTIONEE NAME]
 [OPTIONEE ADDRESS]

Option Number: []
Plan: []
ID []

Effective <date> (the "Grant Date") you have been granted a Non-Qualified Option to buy [] shares of Regeneron Pharmaceuticals, Inc. (the "Company") stock at \$[] per share.

The total option price of the shares granted is \$[].

Shares in each period will become fully vested on the date shown.

Shares	Vest Type	Full Vest	Expiration Date
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]

The Non-Qualified Stock Option expires on []*** (the "Expiration Date").

You and the Company agree that these options are granted under and governed by the terms and conditions of the Regeneron Pharmaceuticals, Inc. 2014 Long Term Incentive Plan, as amended from time to time, and the enclosed Option Agreement, both of which are attached and made a part of this document.

** Options for executive officers will vest in approximately equal annual 25% installments. Full Vest Dates will occur on the first, second, third and fourth anniversaries of the Grant Date.

*** Date to be 10 years from the Grant Date.

REGENERON PHARMACEUTICALS, INC.

Non-Qualified Stock Option

**OPTION AGREEMENT
 PURSUANT TO THE REGENERON PHARMACEUTICALS, INC.
 2014 LONG-TERM INCENTIVE PLAN**

THIS AGREEMENT (this "Agreement"), made as of the date of the *Notice of Grant of Stock Options*, by and between Regeneron Pharmaceuticals, Inc., a New York corporation (the "Company"), and the employee named on the *Notice of Grant of Stock Options* (the "Grantee"). Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the Plan (as defined below).

WHEREAS, the Grantee is an employee of the Company (or a Subsidiary of the Company) and the Company desires to afford the Grantee the opportunity to acquire or enlarge the Grantee's stock ownership in the Company so that the Grantee may have a direct proprietary interest in the Company's success; and

WHEREAS, the Committee administering the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (as amended from time to time, the "Plan") has granted (as of the effective date of grant specified in the *Notice of Grant of Stock Options*) to the Grantee a Stock Option to purchase the number of shares of the Company's common stock, \$0.001 par value per share (the "Common Stock"), as set forth in the *Notice of Grant of Stock Options*.

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

1. Grant of Award. Pursuant to Section 7 of the Plan, the Company grants to the Grantee, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, the option (the "Option") to purchase from the Company all or any part of an aggregate of shares of Common Stock at the purchase price per share as shown on the *Notice of Grant of Stock Options*. No part of the Option granted hereby is intended to qualify as an Incentive Stock Option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

2. Vesting; Exercise. (a) The Option is exercisable in installments as provided on the *Notice of Grant of Stock Options*. To the extent that the Option has become exercisable with respect to the number of shares of Common Stock as provided on the *Notice of Grant of Stock Options* and subject to the terms and conditions of the Plan, including without limitation, Sections 7(c)(1) (if applicable) and 7(c)(2) of the Plan, the Option may thereafter be exercised by the Grantee, in whole or in part, at any time or from time to time prior to the expiration of the Option in accordance with the requirements set forth in Section 7(c)(3) of the Plan, including, without limitation, the filing of such written form of exercise notice as may be provided by the Company, and in accordance with applicable tax and other laws. In addition to the methods of payment described in Section 7(c)(3) of the Plan, the Grantee shall be eligible to pay for shares of Common Stock purchased upon the exercise of the Option by directing the Company to withhold shares of Common Stock that would otherwise be issued pursuant to the Option exercise having an aggregate Fair Market Value (as measured on the date of exercise) equal to the aggregate Option exercise price due upon such exercise. The Company shall have the right to require the Grantee in connection with the exercise of the Option to remit to the Company in cash an amount sufficient to satisfy any federal, state and local withholding tax requirements related thereto.

(b) The *Notice of Grant of Stock Options* indicates each date upon which the Grantee shall be entitled to exercise the Option with respect to the number of shares of Common Stock granted as indicated provided that the Grantee has not incurred a termination of employment or service with the Company and all Subsidiaries (the Company and all Subsidiaries shall be referred to herein, collectively, as the “Employer,” and no termination of employment or service shall be deemed to take place unless the Grantee is no longer employed by or providing service to the Employer) prior to such date. There shall be no proportionate or partial vesting in the periods between the Full Vest Dates specified in the *Notice of Grant of Stock Options* and all vesting shall occur only on such Full Vest Dates. No vesting shall occur after such date as the Grantee ceases to be employed by or provide services to the Employer and the entire unvested portion of the Option shall be forfeited at such time. The provisions of this Section 2(b) are subject to (i) the provisions set forth in the *Notice of Grant of Stock Options* or any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* and (ii) the Committee’s determination in accordance with Section 7(e) of the Plan.

(c) Notwithstanding anything herein (except the following sentence) or in the *Notice of Grant of Stock Options* to the contrary, but subject to the provisions of any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee)

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on the date of grant specified in the *Notice of Grant of Stock Options*, the Option shall be fully vested on the date of termination of the Grantee’s employment with the Employer if the Grantee’s employment with the Employer is terminated on or within two years after the occurrence of a Change in Control by the Employer (other than for Cause) or by the Grantee for Good Reason. Except as otherwise provided in any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options*, if the application of the provision in the foregoing sentence, similar provisions in other stock option or restricted stock grants, and other payments and benefits payable to the Grantee upon termination of employment with the Employer (collectively, the “Company Payments”) would result in the Grantee being subject to the excise tax payable under Section 4999 of the Code (the “Excise Tax”), the amount of any Company Payments shall be automatically reduced to an amount one dollar less than an amount that would subject the Grantee to the Excise Tax; provided, however, that the reduction shall occur only if the reduced Company Payments received by the Grantee (after taking into account further reductions for applicable federal, state and local income, social security and other taxes) would be greater than the unreduced Company Payments to be received by the Grantee minus (i) the Excise Tax payable with respect to such Company Payments and (ii) all applicable federal, state and local income, social security and other taxes on such Company Payments. If the Company Payments are to be reduced in accordance with the foregoing, the Company Payments shall be reduced as mutually agreed between the Employer and the Grantee or, in the event the parties cannot agree, in the following order: (1) acceleration of vesting of any option where the exercise price exceeds the fair market value of the underlying shares at the time the acceleration would otherwise occur; (2) any lump-sum severance based on a multiple of base salary or bonus; (3) any other cash amounts payable to the Grantee; (4) any benefits valued as parachute payments; and (5) acceleration of vesting of any equity not covered by (1) above.

3. Option Term. (a) Except as otherwise provided in the next sentence or in the Plan, the Option shall expire on the tenth anniversary of the grant of the Option as shown on the *Notice of Grant of Stock Options*. In the event of termination of employment or service with the Employer, except as set forth in any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options*, or as may be otherwise determined by the Committee in accordance with Section 7(e) of the Plan, the vested portion of the Option shall expire on the earlier of (i) the tenth anniversary of this grant, or (ii)(A) subject to (E) below, three months after such termination if such termination is for any reason other than death, retirement (as defined in the Company’s employee handbook as in effect on the date hereof), or long-term disability, (B) the tenth anniversary of this grant if such termination is due to the Grantee’s retirement (as defined in the Company’s employee handbook as in effect on the date hereof) [or the Grantee’s death]⁽¹⁾, (C) one year after the termination if such termination is due to the Grantee’s [death or]⁽²⁾ long-term disability, (D) the occurrence of the Cause event if such termination is for Cause or Cause existed at the time of such termination (whether then known or later discovered) or (E) one year after such termination if such termination is at any time within two years after the occurrence of a Change in Control and is by the Employer without Cause or by the Grantee for Good Reason.

(b) For purposes of this Agreement, “Cause” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Company and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* (or where there is such an agreement or plan but it does not define “cause” (or words of like import)) (A) the willful and continued failure by the Grantee substantially to perform his or her duties and obligations to the Employer, including without limitation, repeated refusal to follow the reasonable directions of the Employer, violation of the Employer’s Code of Business Conduct and Ethics, knowing violation of law in the course of performance of the duties of the Grantee’s employment with the Employer, repeated absences from work without a reasonable excuse, and intoxication with alcohol or illegal drugs while on the Employer’s premises during regular business hours (other than any such failure resulting from his or her incapacity due to physical or mental illness); (B) fraud or material dishonesty against the Employer; or (C) a conviction or plea of guilty or nolo contendere to a felony or a crime involving material dishonesty; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* that defines “cause” (or words of like import), as defined under such agreement or plan. For purposes of this Section 3(b), no act, or failure to act, on a Grantee’s part shall be considered “willful” unless done, or omitted to be done, by the Grantee in bad faith and without reasonable belief that his or her action or omission was in the best interest of the Employer. Any determination of Cause made prior to a Change in Control shall be made by the Committee in its sole discretion.

⁽¹⁾ Only applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

⁽²⁾ Not applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

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(c) For purposes of this Agreement, “Good Reason” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* (or where there is such an agreement or plan but it does not define “good reason” (or words

of like import)) a termination of employment by the Grantee within one hundred and twenty (120) days after the occurrence of one of the following events after the occurrence of a Change in Control unless such events are fully corrected in all material respects by the Employer within thirty (30) days following written notification by the Grantee to the Employer that Grantee intends to terminate his employment hereunder for one of the reasons set forth below: (A) (1) any material diminution in the Grantee's duties and responsibilities from those which existed immediately prior to a Change in Control (except in each case in connection with the termination of the Grantee's employment for Cause or as a result of the Grantee's death, or temporarily as a result of the Grantee's illness or other absence), or (2) the assignment to the Grantee of duties and responsibilities materially inconsistent with the position held by the Grantee; (B) any material breach by the Employer of any material provision of any written agreement with the Grantee or failure to timely pay any compensation obligation to the Grantee; (C) a reduction in the Grantee's annual base salary or target bonus opportunity (if any) from that which existed immediately prior to a Change in Control; or (D) if the Grantee is based at the Employer's principal executive office, any relocation therefrom or, in any event, a relocation of the Grantee's primary office of more than fifty (50) miles from the location immediately prior to a Change in Control; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* that defines "good reason" (or words of like import), as defined under such agreement or plan[; provided, however, that any such definition shall be deemed, solely for purposes of this Agreement, to include as one of the reasons that the employment of Leonard S. Schleifer, M.D. Ph.D. with the Company under the Amended and Restated Employment Agreement, dated as of November 14, 2008, by and between Dr. Schleifer and the Company, as in effect from time to time (the "Employment Agreement")], has ended due to Dr. Schleifer's Involuntary Termination (as defined in the Employment Agreement)]⁽³⁾.

4. Restrictions on Transfer of Option. The Option granted hereby shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Grantee, this Option shall be exercisable only by the Grantee. In addition, except as otherwise provided in this Agreement, the Option shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the Option shall not be subject to execution, attachment or similar process. Upon any other attempt to transfer, assign, negotiate, pledge or hypothecate the Option, or in the event of any levy upon the option by reason of any execution, attachment, or similar process contrary to the provisions hereof, the Option shall immediately become null and void. Notwithstanding the foregoing provisions of this Section 4, subject to the approval of the Committee in its sole and absolute discretion and to any conditions that the Committee may prescribe, the Grantee may, upon providing written notice to the Company, elect to transfer the Option to members of his or her immediate family, including, but not limited to, children, grandchildren and spouse or to trusts for the benefit of such immediate family members or to partnerships in which such family members are the only partners; provided, however, that no such transfer may be made in exchange for consideration.

5. Rights of a Shareholder. The Grantee shall have no rights as a shareholder with respect to any shares of Common Stock subject to this Option prior to the date of issuance to the Grantee of a certificate or certificates or book-entry registration or registrations for such shares. Except as provided in Section 3(c) of the Plan, no adjustment shall be made for dividends in cash or other property, distributions, or other rights with respect to such shares for which the record date is prior to the date upon which the Grantee shall become the holder of record therefor.

6. Compliance with Law and Regulations. This Agreement, the award hereunder and any obligation of the Company hereunder shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. The Company shall be under no obligation to effect the registration pursuant to federal securities laws of any interests in the Plan or any shares of Common Stock to be issued hereunder or to effect similar compliance under any state laws. The Company shall not be obligated to cause to be issued or delivered any certificates or register book entries evidencing shares of Common Stock pursuant to this Agreement unless and until the Company is advised by its counsel that the issuance and delivery of such certificates or the registration of such book entries is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Common Stock are traded. The Committee may require, as a condition of the issuance and delivery of certificates or the registration of book entries evidencing shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such agreements and representations, and that such certificates and book entries bear or be subject to such legends, as the Committee, in its sole discretion, deems necessary or desirable. Except to the extent preempted

⁽³⁾ Only applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

by any applicable federal law, this Agreement shall be construed and administered in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

7. Grantee Bound by Plan. The Grantee acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof, which are incorporated herein by reference. To the extent that this Agreement is silent with respect to, or in any way inconsistent with, the terms of the Plan, the provisions of the Plan shall govern and this Agreement shall be deemed to be modified accordingly.

8. Notices. Any notice or communication given hereunder shall be in writing and shall be deemed given when delivered in person, or by United States mail, at the following addresses: (i) if to the Employer, to: Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, Attention: Secretary, and (ii) if to the Grantee, to: the Grantee at Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, or, if the Grantee has terminated employment, to the last address for the Grantee indicated in the records of the Employer, or such other address as the relevant party shall specify at any time hereafter in accordance with this Section 8.

9. No Obligation to Continue Employment. This Agreement does not guarantee that the Employer will employ the Grantee for any specified time period, nor does it modify in any respect the Grantee's employment or compensation.

10. Recoupment. By entering into this Agreement and accepting the award hereunder, the Grantee agrees to be bound by the terms of the Company's Policy Regarding Recoupment or Reduction of Incentive Compensation for Compliance Violations, as in effect from time to time (or any successor policy thereto) (the "Recoupment Policy"), and further acknowledges and agrees that the Recoupment Policy shall apply to the Option and any shares of Common Stock issued pursuant thereto.

Regeneron Pharmaceuticals, Inc.

ID: []
 777 Old Saw Mill River Road
 Tarrytown, New York 10591

**Notice of Grant of Stock Options
 and Option Agreement for Time Vesting
 Option Awards**

[OPTIONEE NAME]
 [OPTIONEE ADDRESS]

Option Number: []
Plan: []
ID []

Effective <date> (the "Grant Date") you have been granted an Incentive Stock Option to buy [] shares of Regeneron Pharmaceuticals, Inc. (the "Company") stock at \$[] per share.

The total option price of the shares granted is \$[].

Shares in each period will become fully vested on the date shown.

Shares	Vest Type	Full Vest	Expiration Date
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]
**	On Vest Date	[/ /]**	[10 years from Grant Date]

The Incentive Stock Option expires on []*** (the "Expiration Date").

You and the Company agree that these options are granted under and governed by the terms and conditions of the Regeneron Pharmaceuticals, Inc. 2014 Long Term Incentive Plan, as amended from time to time, and the enclosed Option Agreement, both of which are attached and made a part of this document.

** Options for executive officers will vest in approximately equal annual 25% installments. Full Vest Dates will occur on the first, second, third and fourth anniversaries of the Grant Date.

*** Date to be 10 years from the Grant Date.

REGENERON PHARMACEUTICALS, INC.

Incentive Stock Option

OPTION AGREEMENT PURSUANT TO THE REGENERON PHARMACEUTICALS, INC.

2014 LONG-TERM INCENTIVE PLAN

THIS AGREEMENT (this "Agreement"), made as of the date of the *Notice of Grant of Stock Options*, by and between Regeneron Pharmaceuticals, Inc., a New York corporation (the "Company"), and the employee named on the *Notice of Grant of Stock Options* (the "Grantee"). Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the Plan (as defined below).

WHEREAS, the Grantee is an employee of the Company (or a Subsidiary of the Company) and the Company desires to afford the Grantee the opportunity to acquire or enlarge the Grantee's stock ownership in the Company so that the Grantee may have a direct proprietary interest in the Company's success; and

WHEREAS, the Committee administering the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (as amended from time to time, the "Plan") has granted (as of the effective date of grant specified in the *Notice of Grant of Stock Options*) to the Grantee a Stock Option to purchase the number of shares of the Company's common stock, \$0.001 par value per share (the "Common Stock"), as set forth in the *Notice of Grant of Stock Options*.

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

1. Grant of Award. Pursuant to Section 7 of the Plan, the Company grants to the Grantee, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, the option (the "Option") to purchase from the Company all or any part of an aggregate of shares of Common Stock at the purchase price per share as shown on the *Notice of Grant of Stock Options*. The Option is intended to be an Incentive Stock Option under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Notwithstanding the foregoing, the Option will not qualify as an Incentive Stock Option, among other events, (i) if the Grantee disposes of the Common Stock acquired pursuant to the Option at any time during the two year period following the date of this Agreement or the one year period following the date on which the Option is exercised, or (ii) if the Grantee is not employed by the Company or a subsidiary of the Company within the meaning of Section 424 of the Code (a "Subsidiary") at all times during the period beginning on the date of this Agreement and ending on the day three months before the date of exercise of the Option, or (iii) to the extent the aggregate fair market value (determined as of the time the Option is granted) of the stock subject to Incentive Stock Options which become exercisable for the first time in any calendar year exceeds \$100,000. To the extent that the Option does not qualify as an Incentive Stock Option, it shall constitute a separate Non-Qualified Stock Option.

2. Vesting; Exercise. (a) The Option is exercisable in installments as provided on the *Notice of Grant of Stock Options*. To the extent that the Option has become exercisable with respect to the number of shares of Common Stock as provided on the *Notice of Grant of Stock Options* and subject to the terms and conditions of the Plan, including without limitation, Sections 7(c)(1) (if applicable) and 7(c)(2) of the Plan, the Option may thereafter be exercised by the Grantee, in whole or in part, at any time or from time to time prior to the expiration of the Option in accordance with the requirements set forth in

Section 7(c)(3) of the Plan, including, without limitation, the filing of such written form of exercise notice as may be provided by the Company, and in accordance with applicable tax and other laws. The Company shall have the right to require the Grantee in connection with the exercise of the Option to remit to the Company in cash an amount sufficient to satisfy any federal, state and local withholding tax requirements related thereto.

(b) The *Notice of Grant of Stock Options* indicates each date upon which the Grantee shall be entitled to exercise the Option with respect to the number of shares of Common Stock granted as indicated provided that the Grantee has not incurred a termination of employment or service with the Company and all Subsidiaries (the Company and all Subsidiaries shall be referred to herein, collectively, as the “Employer,” and no termination of employment or service shall be deemed to take place unless the Grantee is no longer employed by or providing service to the Employer) prior to such date. There shall be no proportionate or partial vesting in the periods between the Full Vest Dates specified in the *Notice of Grant of Stock Options* and all vesting shall occur only on such Full Vest Dates. No vesting shall occur after such date as the Grantee ceases to be employed by or provide services to the Employer and the entire unvested portion of the Option shall be forfeited at such time. The provisions of this Section 2(b) are subject to (i) the provisions set forth in the *Notice of Grant of Stock Options* or any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* and (ii) the Committee’s determination in accordance with Section 7(e) of the Plan.

(c) Notwithstanding anything herein (except the following sentence) or in the Notice of Grant of Stock Options to the contrary, but subject to the provisions of any employment agreement, consulting agreement, change in control agreement or

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plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options*, the Option shall be fully vested on the date of termination of the Grantee’s employment with the Employer if the Grantee’s employment with the Employer is terminated on or within two years after the occurrence of a Change in Control by the Employer (other than for Cause) or by the Grantee for Good Reason. Except as otherwise provided in any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options*, if the application of the provision in the foregoing sentence, similar provisions in other stock option or restricted stock grants, and other payments and benefits payable to the Grantee upon termination of employment with the Employer (collectively, the “Company Payments”) would result in the Grantee being subject to the excise tax payable under Section 4999 of the Code (the “Excise Tax”), the amount of any Company Payments shall be automatically reduced to an amount one dollar less than an amount that would subject the Grantee to the Excise Tax; provided, however, that the reduction shall occur only if the reduced Company Payments received by the Grantee (after taking into account further reductions for applicable federal, state and local income, social security and other taxes) would be greater than the unreduced Company Payments to be received by the Grantee minus (i) the Excise Tax payable with respect to such Company Payments and (ii) all applicable federal, state and local income, social security and other taxes on such Company Payments. If the Company Payments are to be reduced in accordance with the foregoing, the Company Payments shall be reduced as mutually agreed between the Employer and the Grantee or, in the event the parties cannot agree, in the following order: (1) acceleration of vesting of any option where the exercise price exceeds the fair market value of the underlying shares at the time the acceleration would otherwise occur; (2) any lump-sum severance based on a multiple of base salary or bonus; (3) any other cash amounts payable to the Grantee; (4) any benefits valued as parachute payments; and (5) acceleration of vesting of any equity not covered by (1) above.

3. Option Term. (a) Except as otherwise provided in the next sentence or in the Plan, the Option shall expire on the tenth anniversary of the grant of the Option as shown on the *Notice of Grant of Stock Options*. In the event of termination of employment or service with the Employer, except as set forth in any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date specified in the *Notice of Grant of Stock Options*, or as may be otherwise determined by the Committee in accordance with Section 7(e) of the Plan, the vested portion of the Option shall expire on the earlier of (i) the tenth anniversary of this grant, or (ii)(A) subject to (E) below, three months after such termination if such termination is for any reason other than death, retirement (as defined in the Company’s employee handbook as in effect on the date hereof), or long-term disability, (B) the tenth anniversary of this grant if such termination is due to the Grantee’s retirement (as defined in the Company’s employee handbook as in effect on the date hereof) [or the Grantee’s death]⁽¹⁾, (C) one year after the termination if such termination is due to the Grantee’s [death or]⁽²⁾ long-term disability, (D) the occurrence of the Cause event if such termination is for Cause or Cause existed at the time of such termination (whether then known or later discovered), or (E) one year after such termination if such termination is at any time within two years after the occurrence of a Change in Control and is by the Employer without Cause or by the Grantee for Good Reason.

(b) For purposes of this Agreement, “Cause” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Company and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* (or where there is such an agreement or plan but it does not define “cause” (or words of like import)) (A) the willful and continued failure by the Grantee substantially to perform his or her duties and obligations to the Employer, including without limitation, repeated refusal to follow the reasonable directions of the Employer, violation of the Employer’s Code of Business Conduct and Ethics, knowing violation of law in the course of performance of the duties of the Grantee’s employment with the Employer, repeated absences from work without a reasonable excuse, and intoxication with alcohol or illegal drugs while on the Employer’s premises during regular business hours (other than any such failure resulting from his or her incapacity due to physical or mental illness); (B) fraud or material dishonesty against the Employer; or (C) a conviction or plea of guilty or nolo contendere to a felony or a crime involving material dishonesty; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* that defines “cause” (or words of like import), as defined under such agreement or plan. For purposes of this Section 3(b), no act, or failure to act, on a Grantee’s part shall be considered “willful” unless done, or omitted to be done, by the Grantee in bad faith and without reasonable belief that his or her action or omission was in the best interest of the Employer. Any determination of Cause made prior to a Change in Control shall be made by the Committee in its sole discretion.

(c) For purposes of this Agreement, “Good Reason” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the

⁽¹⁾ Only applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

⁽²⁾ Not applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* (or where there is such an agreement or plan but it does not define “good reason” (or words of like import)) a termination of employment by the Grantee within one hundred and twenty (120) days after the occurrence of one of the following events after the occurrence of a Change in Control unless such events are fully corrected in all material respects by the Employer within thirty (30) days following written notification by the Grantee to the Employer that Grantee intends to terminate his employment hereunder for one of the reasons set forth below: (A) (1) any material diminution in the Grantee’s duties and responsibilities from those which existed immediately prior to a Change in Control (except in each case in connection with the termination of the Grantee’s employment for Cause or as a result of the Grantee’s death, or temporarily as a result of the Grantee’s illness or other absence), or (2) the assignment to the Grantee of duties and responsibilities materially inconsistent with the position held by the Grantee; (B) any material breach by the Employer of any material provision of any written agreement with the Grantee or failure to timely pay any compensation obligation to the Grantee; (C) a reduction in the Grantee’s annual base salary or target bonus opportunity (if any) from that which existed immediately prior to a Change in Control; or (D) if the Grantee is based at the Employer’s principal executive office, any relocation therefrom or, in any event, a relocation of the Grantee’s primary office of more than fifty (50) miles from the location immediately prior to a Change in Control; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Grantee (or otherwise applicable to the Grantee) on the date of grant specified in the *Notice of Grant of Stock Options* that defines “good reason” (or words of like import), as defined under such agreement or plan[; provided, however, that any such definition shall be deemed, solely for purposes of this Agreement, to include as one of the reasons that the employment of Leonard S. Schleifer, M.D. Ph.D. with the Company under the Amended and Restated Employment Agreement, dated as of November 14, 2008, by and between Dr. Schleifer and the Company, as in effect from time to time (the “Employment Agreement”), has ended due to Dr. Schleifer’s Involuntary Termination (as defined in the Employment Agreement)]⁽³⁾.

4. Restrictions on Transfer of Option. The Option granted hereby shall not be transferable other than by will or by the laws of descent and distribution. During the lifetime of the Grantee, this Option shall be exercisable only by the Grantee. In addition, except as otherwise provided in this Agreement, the Option shall not be assigned, negotiated, pledged or hypothecated in any way (whether by operation of law or otherwise), and the Option shall not be subject to execution, attachment or similar process. Upon any other attempt to transfer, assign, negotiate, pledge or hypothecate the Option, or in the event of any levy upon the option by reason of any execution, attachment, or similar process contrary to the provisions hereof, the Option shall immediately become null and void. Notwithstanding the foregoing provisions of this Section 4, subject to the approval of the Committee in its sole and absolute discretion and to any conditions that the Committee may prescribe, the Grantee may, upon providing written notice to the Company, elect to transfer the Option to members of his or her immediate family, including, but not limited to, children, grandchildren and spouse or to trusts for the benefit of such immediate family members or to partnerships in which such family members are the only partners; provided, however, that no such transfer may be made in exchange for consideration.

5. Rights of a Shareholder. The Grantee shall have no rights as a shareholder with respect to any shares of Common Stock subject to this Option prior to the date of issuance to the Grantee of a certificate or certificates or book-entry registration or registrations for such shares. Except as provided in Section 3(c) of the Plan, no adjustment shall be made for dividends in cash or other property, distributions, or other rights with respect to such shares for which the record date is prior to the date upon which the Grantee shall become the holder of record therefor.

6. Compliance with Law and Regulations. This Agreement, the award hereunder and any obligation of the Company hereunder shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. The Company shall be under no obligation to effect the registration pursuant to federal securities laws of any interests in the Plan or any shares of Common Stock to be issued hereunder or to effect similar compliance under any state laws. The Company shall not be obligated to cause to be issued or delivered any certificates or register book entries evidencing shares of Common Stock pursuant to this Agreement unless and until the Company is advised by its counsel that the issuance and delivery of such certificates or the registration of such book entries is in compliance with all applicable laws, regulations of governmental authority and the requirements of any securities exchange on which shares of Common Stock are traded. The Committee may require, as a condition of the issuance and delivery of certificates or the registration of book entries evidencing shares of Common Stock pursuant to the terms hereof, that the recipient of such shares make such agreements and representations, and that such certificates and book entries bear or be subject to such legends, as the Committee, in its sole discretion, deems necessary or desirable. Except to the extent preempted by any applicable federal law, this Agreement shall be construed and administered in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

7. Grantee Bound by Plan. The Grantee acknowledges receipt of a copy of the Plan and agrees to be bound by all the terms and provisions thereof, which are incorporated herein by reference. To the extent that this Agreement is silent with

⁽³⁾ Only applicable to Option Agreements for George D. Yancopoulos, M.D., Ph.D.

respect to, or in any way inconsistent with, the terms of the Plan, the provisions of the Plan shall govern and this Agreement shall be deemed to be modified accordingly.

8. Notices. Any notice or communication given hereunder shall be in writing and shall be deemed given when delivered in person, or by United States mail, at the following addresses: (i) if to the Employer, to: Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, Attention: Secretary, and (ii) if to the Grantee, to: the Grantee at Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, or, if the Grantee has terminated employment, to the last address for the Grantee indicated in the records of the Employer, or such other address as the relevant party shall specify at any time hereafter in accordance with this Section 8.

9. No Obligation to Continue Employment. This Agreement does not guarantee that the Employer will employ the Grantee for any specified time period, nor does it modify in any respect the Grantee’s employment or compensation.

10. Recoupment. By entering into this Agreement and accepting the award hereunder, the Grantee agrees to be bound by the terms of the Company’s Policy Regarding Recoupment or Reduction of Incentive Compensation for Compliance Violations, as in effect from time to time (or any successor policy thereto) (the “Recoupment Policy”), and further acknowledges and agrees that the Recoupment Policy shall apply to the Option and any shares of Common Stock issued pursuant thereto.

Regeneron Pharmaceuticals, Inc.

Notice of Grant of Award
And Award Agreement

ID: []
777 Old Saw Mill River Road
Tarrytown, New York 10591

[NAME]
[ADDRESS]

Award Number: []
Plan: []

Effective <date> (the "Grant Date") you have been granted an award of [] shares of Regeneron Pharmaceuticals, Inc. (the "Company") common stock. These shares are restricted until the vest date(s) shown below.

The current total value of the award is \$[].

The award will vest on the date(s) shown.

Shares	Full Vest
[]*	[]*
[]*	[]*
[]*	[]*

You and the Company agree that this award is granted under and governed by the terms and conditions of the Regeneron Pharmaceuticals, Inc. 2014 Long Term Incentive Plan, as amended from time to time, and the Award Agreement, both of which are attached and made a part of this document.

REGENERON PHARMACEUTICALS, INC.

**RESTRICTED STOCK AGREEMENT
PURSUANT TO THE REGENERON PHARMACEUTICALS, INC.
2014 LONG-TERM INCENTIVE PLAN**

THIS AGREEMENT (this "Agreement"), made as of the date on the *Notice of Grant of Restricted Stock*, by and between Regeneron Pharmaceuticals, Inc., a New York corporation (the "Company"), and the employee named on the *Notice of Grant of Restricted Stock* (the "Recipient"). Any capitalized term used but not defined in this Agreement shall have the meaning given to such term in the Plan (as defined below).

WHEREAS, the Recipient is an employee of the Company (or a Subsidiary of the Company) and the Company desires to afford the Recipient the opportunity to acquire or enlarge the Recipient's stock ownership in the Company so that the Recipient may have a direct proprietary interest in the Company's success; and

WHEREAS, the Committee (or the person or persons to whom the Committee has delegated the relevant authority pursuant to Section 4 of the Plan (as defined below) (the Committee or such person or person being referred to in this Agreement as the "Committee")) administering the Regeneron Pharmaceuticals, Inc. 2014 Long-Term Incentive Plan (as amended from time to time, the "Plan") has granted (as of the effective date of grant specified in the *Notice of Grant of Restricted Stock*) to the Recipient the shares of Restricted Stock as set forth in the *Notice of Grant of Restricted Stock*.

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

1. **Grant of Award.** Pursuant to Section 8 of the Plan, the Company grants to the Recipient, subject to the terms and conditions of the Plan and subject further to the terms and conditions set forth herein, the number of shares of Restricted Stock as shown on the *Notice of Grant of Restricted Stock*. The Participant's grant and record of Restricted Stock share ownership shall be kept on the books of the Company until the restrictions on transfer have lapsed. At the Recipient's request, vested shares may be evidenced by stock certificates or book-entry registration.

2. **Vesting.** (a) The shares of Restricted Stock granted to the Recipient shall vest in installments as provided in the *Notice of Grant of Restricted Stock*. The vesting schedule in the *Notice of Grant of Restricted Stock* indicates each date upon which the restrictions on transfer on the specified number of shares of Restricted Stock shall lapse, entitling the Recipient to freely transfer such shares, provided that the Recipient has not incurred a termination of employment with the Company and all Subsidiaries (the Company and its Subsidiaries shall be referred to herein, collectively, as the "Employer"). There shall be no proportionate or partial vesting in the periods between the Full Vest Dates specified in the *Notice of Grant of Restricted Stock* and all vesting shall occur only on such Full Vest Dates. No vesting shall occur after the termination of the Recipient's employment with the Employer for any reason. The provisions of this Section 2(a) are subject to (i) the provisions set forth in the *Notice of Grant of Stock Options* or any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified in the *Notice of Grant of Restricted Stock* and (ii) the Committee's determination in accordance with Section 8(h) of the Plan.

(b) Notwithstanding anything herein (except the following sentence) or in the *Notice of Grant of Restricted Stock* to the contrary, but subject to the provisions of any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified in the *Notice of Grant of Restricted Stock*, the Restricted Stock granted to Recipient shall be fully vested on the date the Recipient's employment with the Employer is terminated if the Recipient's employment with the Employer is terminated on or within two years after the occurrence of a Change in Control by the Employer (other than for Cause) or by the Recipient for Good Reason. Except as otherwise provided in any employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified in the *Notice of Grant of Restricted Stock*, if the application of the provision in the foregoing sentence, similar provisions in other stock option or restricted stock

grants, and other payments and benefits payable to the Recipient upon termination of employment with the Employer (collectively, the “Company Payments”) would result in the Recipient being subject to excise tax (the “Excise Tax”) payable under Section 4999 of the Internal Revenue Code of 1986, as amended (the “Code”), the amount of any Company Payments shall be automatically reduced to an amount one dollar less than an amount that would subject the Recipient to the Excise Tax; provided, however, that the reduction shall occur only if the reduced Company Payments received by the Recipient (after taking into account further reductions for applicable federal, state and local income, social security and other taxes) would be greater than the unreduced Company Payments to be received by the Recipient minus (i) the Excise Tax payable with respect to such Company Payments and (ii) all applicable federal, state and local income, social security and other taxes on such Company Payments. If the Company Payments are to be reduced in accordance with the foregoing, the Company Payments shall be reduced as mutually agreed between the Employer and the Recipient or, in the event the parties cannot agree, in the following order: (1) acceleration of vesting of any option where the exercise price exceeds the fair market value of the underlying shares at the time the acceleration would otherwise occur; (2) any lump sum severance based on a multiple of base salary or bonus; (3) any other cash amounts payable to the Recipient; (4) any benefits valued as parachute payments; and (5) acceleration of vesting of any equity not covered by (1) above.

(c) For purposes of this Agreement, “Cause” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified in the *Notice of Grant of Restricted Stock* (or where there is such an agreement or plan but it does not define “cause” (or words of like import)) (A) the willful and continued failure by the Recipient substantially to perform his or her duties and obligations to the Employer, including without limitation, repeated refusal to follow the reasonable directions of the Employer, violation of the Employer’s Code of Business Conduct and Ethics, knowing violation of law in the course of performance of the duties of the Recipient’s employment with the Employer, repeated absences from work without a reasonable excuse, and intoxication with alcohol or illegal drugs while on the Employer’s premises during regular business hours (other than any such failure resulting from his or her incapacity due to physical or mental illness); (B) fraud or material dishonesty against the Employer; or (C) a conviction or plea of guilty or nolo contendere to a felony or a crime involving material dishonesty; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified on the *Notice of Grant of Restricted Stock* that defines “cause” (or words of like import), as defined under such agreement or plan. For purposes of this Section 3(c), no act, or failure to act, on the Recipient’s part shall be considered “willful” unless done, or omitted to be done, by the Recipient in bad faith and without reasonable belief that his or her action or omission was in the best interest of the Employer. Any determination of Cause made prior to a Change in Control shall be made by the Committee in its sole discretion.

(d) For purposes of this Agreement, “Good Reason” shall mean (i) in the case where there is no employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date of grant specified in the *Notice of Grant of Restricted Stock* (or where there is such an agreement or plan but it does not define “good reason” (or words of like import)) a termination of employment by the Recipient within one hundred twenty (120) days after the occurrence of one of the following events after the occurrence of a Change in Control unless such events are fully corrected in all material respects by the Employer within thirty (30) days following written notification by the Recipient to the Employer that Recipient intends to terminate his employment hereunder for one of the reasons set forth below: (A) (1) any material diminution in the Recipient’s duties and responsibilities from those which existed immediately prior to a Change in Control (except in each case in connection with the termination of the Recipient’s employment for Cause or as a result of the Recipient’s death, or temporarily as a result of the Recipient’s illness or other absence), or (2) the assignment to the Recipient of duties and responsibilities materially inconsistent with the position held by the Recipient; (B) any material breach by the Employer of any material provision of any written agreement with the Recipient or failure to timely pay any compensation obligation to the Recipient; (C) a reduction in the Recipient’s annual base salary or target bonus opportunity (if any) from that which existed immediately prior to a Change in Control; or (D) if the Recipient is based at the Employer’s principal executive office, any relocation therefrom or, in any event, a relocation of the Recipient’s primary office of more than fifty (50) miles from the location immediately prior to a Change in Control; or (ii) in the case where there is an employment agreement, consulting agreement, change in control agreement or plan, or similar agreement or plan in effect between the Employer and the Recipient (or otherwise applicable to the Recipient) on the date on the *Notice of*

Grant of Restricted Stock that defines “good reason” (or words of like import), as defined under such agreement or plan; provided, however, that any such definition shall be deemed, solely for purposes of this Agreement, to include as one of the reasons that the employment of Leonard S. Schleifer, M.D. Ph.D. with the Company under the Amended and Restated Employment Agreement, dated as of November 14, 2008, by and between Dr. Schleifer and the Company, as in effect from time to time (the “Employment Agreement”), has ended due to Dr. Schleifer’s Involuntary Termination (as defined in the Employment Agreement)]⁽¹⁾.

3. **Termination of Service.** Subject to the terms of the Plan and Section 2(b) hereof, if the Recipient’s employment with the Company is terminated for any reason (other than as set forth in Section 2(b) hereof and as a result of Recipient’s death), the Recipient shall forfeit any or all of the shares of Restricted Stock that have not vested in accordance with Section 2 hereof (the “Unvested Shares”). Shares of Restricted Stock granted to the Recipient in the Notice of Grant of Restricted Stock shall become fully vested as of the date of death of the Recipient, provided that the Recipient is employed by the Employer on the date of his/her death.

4. **Restrictions on Transfer.** Unvested Shares may not be transferred or otherwise disposed of by the Recipient including by way of sale, assignment, transfer, pledge, hypothecation or otherwise, except as permitted by the Committee in its sole discretion.

5. **Securities Laws Requirements.** The Company shall not be obligated to transfer any Unvested Shares or other shares of Company Stock to the Recipient, if such transfer, in the opinion of counsel for the Company, would violate the Securities Act (or any other federal or state statutes having similar requirements as may be in effect at that time).

6. **Invalid Transfers.** No purported sale, assignment, mortgage, hypothecation, transfer, pledge, encumbrance, gift, transfer in trust (voting or other) or other disposition of, or creation of a security interest in or lien on, any of the shares of Restricted Stock by any holder thereof in violation of the provisions of this Agreement or the Certificate of Incorporation or the By-Laws of the Company, shall be valid, and the Company will not transfer any of said shares of Restricted Stock on its books nor will any of said shares of Restricted Stock be entitled to vote, nor will any dividends be paid thereon, unless and until there has been full compliance with said provisions to the satisfaction of the Company. The foregoing restrictions are in addition to and not in lieu of any other remedies, legal or equitable, available to enforce said provisions.

7. **Taxes.** The Recipient shall promptly notify the Company of any election made pursuant to Section 83(b) of the Code. The Recipient shall pay to the Company promptly upon request, and in any event at the time the Recipient recognizes taxable income in respect to the shares of Restricted Stock (including if the Recipient makes an election under Section 83(b) of the Code in connection with such grant), an amount equal to the federal, state and/or local taxes the Company determines it is required to withhold under applicable tax laws with respect to the shares of Restricted Stock. The Recipient may satisfy the foregoing requirement by making a payment to the Company in cash or, with the consent of the Company, by authorizing the Company to withhold cash otherwise due to the Recipient. In addition, except where the Recipient makes an election under Section 83(b) of the Code, Recipient may elect to have any withholding obligation satisfied by surrendering to the Company a portion of the shares of Restricted Stock the vesting of which gives rise to the withholding obligation (but only to the extent of the minimum withholding required by law). Shares so surrendered by the Recipient shall be credited against any such withholding obligation at the Fair Market Value of such shares on the date of such vesting (and the amount equal to the Fair Market Value of such shares shall be remitted by the Company to the appropriate tax authorities). The Recipient understands that her or she (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by this Agreement.

THE RECIPIENT ACKNOWLEDGES THAT IT IS THE RECIPIENT'S SOLE RESPONSIBILITY, AND NOT THE COMPANY'S, TO FILE TIMELY THE ELECTION UNDER SECTION 83(b) OF THE CODE, IN THE EVENT THAT THE RECIPIENT DESIRES TO MAKE THE ELECTION.

8. **Rights as a Shareholder.** Pursuant to Section 8(e) of the Plan, the Company shall hold in escrow all dividends, if any, that are paid with respect to the Unvested Shares until all restrictions on such shares

⁽¹⁾ Only applicable to Restricted Stock Agreements for George D. Yancopoulos, M.D., Ph.D.

have lapsed. Pursuant to Section 8(f) of the Plan, the Recipient agrees (i) that the right to vote any Unvested Shares will be held by the Company and (ii) to execute an irrevocable proxy in favor of the Company in such form supplied by the Company.

9. **Compliance with Law and Regulations.** This Agreement, the award hereunder and any obligation of the Company hereunder shall be subject to all applicable federal, state and local laws, rules and regulations and to such approvals by any government or regulatory agency as may be required. The Company may require, as a condition of the issuance and delivery of certificates or the registration of book entries evidencing Restricted Stock pursuant to the terms hereof, that the certificates or book entries bear or be subject to such legends as set forth in the Plan, in addition to any other legends required under federal and state securities laws or as otherwise determined by the Committee. Except to the extent preempted by any federal law, this Agreement shall be construed and administered in accordance with the laws of the State of New York without reference to its principles of conflicts of law.

10. **Recipient Bound by Plan.** The Recipient acknowledges receipt of a copy of this Agreement and the Plan and agrees to be bound by all the terms and provisions thereof, which are incorporated herein by reference. To the extent that this Agreement is silent with respect to, or in any way inconsistent with, the terms of the Plan, the provisions of the Plan shall govern and this Agreement shall be deemed to be modified accordingly.

11. **Notices.** Any notice or communication given hereunder shall be in writing and shall be deemed given when delivered in person, or by United States mail, at the following addresses: (i) if to the Company, to: Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, Attention: Secretary, and (ii) if to the Recipient, to: the Recipient at Regeneron Pharmaceuticals, Inc., 777 Old Saw Mill River Road, Tarrytown, NY 10591, or, if the Recipient has terminated service with the Company, to the last address for the Recipient indicated in the records of the Company, or such other address as the relevant party shall specify at any time hereafter in accordance with this Section 11.

12. **No Obligation to Continue Employment.** This Agreement does not guarantee that the Employer will employ the Recipient for any specified time period, nor does it modify in any respect the Recipient's employment or compensation.

13. **Recoupment.** By entering into this Agreement and accepting the award hereunder, the Recipient agrees to be bound by the terms of the Company's Policy Regarding Recoupment or Reduction of Incentive Compensation for Compliance Violations, as in effect from time to time (or any successor policy thereto) (the "Recoupment Policy"), and further acknowledges and agrees that the Recoupment Policy shall apply to the shares of Restricted Stock granted hereunder (including after all restrictions on such shares have lapsed).