

STOCK PURCHASE AGREEMENT

(hereinafter referred to as the "AGREEMENT")

between

1. Dr. Rajendra Kumar Joshi, Altstetterstrasse 278, 8047 Zurich,
owner of 2'847'261 Shares of Fumapharm AG
2. Dr. Hans Peter Strebel, Haldenstrasse 24a, 6006 Luzern
owner of 2'847'261 Shares of Fumapharm AG



(singularly referred to as a "SELLER" and collectively referred to as the "SELLERS")

and

Biogen Idec MA Inc, 14 Cambridge Center, Cambridge, MA 02142, USA

(hereinafter referred to as the "BUYER")

(individually referred to as a "PARTY" and collectively referred to as the "PARTIES")



Handwritten initials and signatures: TR, H, An, E, and other illegible marks.

115957000046.doc / GVI / gvi / 25.05.2006

I. INTRODUCTION

1. WHEREAS the SELLERS are the sole owners of all [REDACTED] registered shares of Fumapharm AG (CH-400.3.005.254-1), having its registered place of business in CH-6006 Lucerne, Haldenstrasse 24a (hereinafter referred to as the "COMPANY").
2. WHEREAS the COMPANY is the owner (i) of 100 % of the capital and votes of Fumapharm Services AG (CH-100.3.025.912-4), having its registered place of business in CH-5630 Muri, Seetalstrasse 5, and a permanent establishment in CH-8048 Zürich, Algierstrasse 1, and (ii) of 100 % of the capital and votes of Fumapharm GmbH (HRB 85355 commercial register "B" of the "Amtsgericht München"/Germany), having its registered place of business in Oberhaching bei München/Germany (the two heretofore mentioned subsidiaries of the COMPANY are hereinafter referred to as the "SUBSIDIARIES", and the COMPANY and its SUBSIDIARIES are hereinafter collectively referred to as the "COMPANIES").
3. WHEREAS, based on preliminary negotiations with all the SHAREHOLDERS (as defined here below) of the COMPANY, the PARTIES agreed that the BUYER will purchase 100% of the share capital of the COMPANY.

[REDACTED]

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES agree to the following terms and conditions.

II. DEFINITIONS AND INTERPRETATIONS

[REDACTED]

BIOGEN shall mean Biogen Idec MA Inc, together with its AFFILIATES. After acquisition of 100 % of the share capital of FUMAPHARM, FUMAPHARM shall be an AFFILIATE of Biogen Idec MA Inc.

[REDACTED]

Handwritten initials and signatures: "TR" and "bl" are visible near the bottom right of the redacted area.

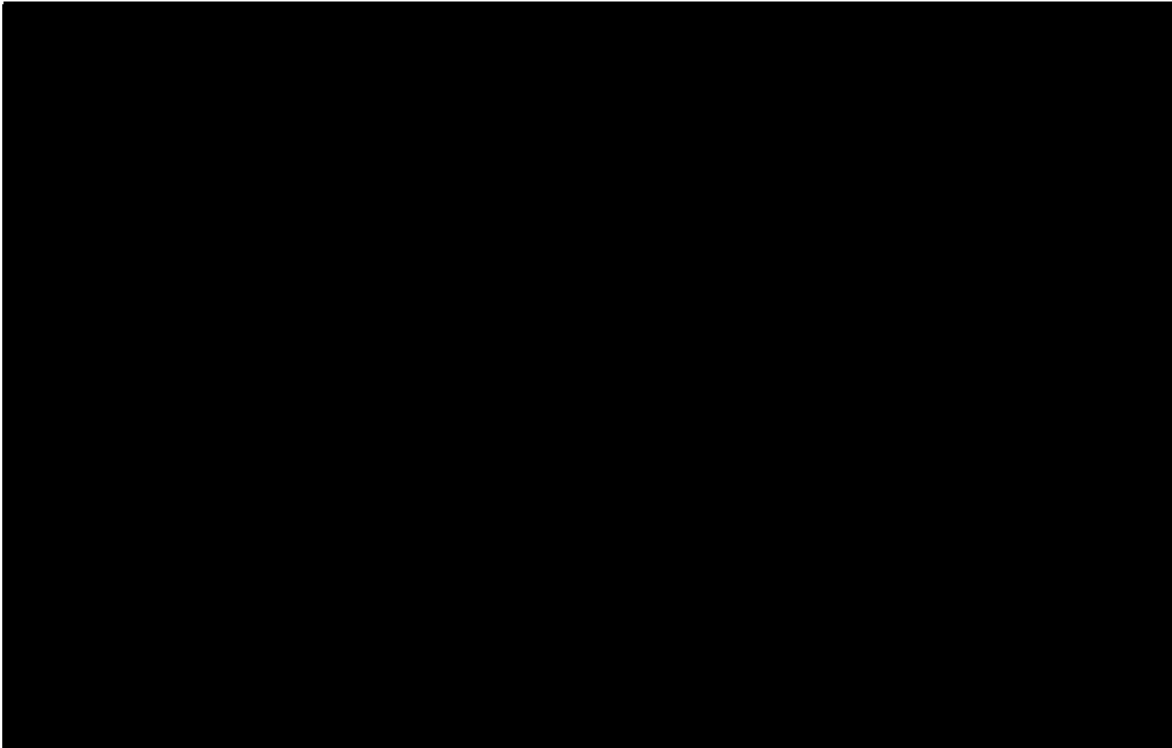


FUMAPHARM shall mean Fumapharm AG, Haldenstrasse 24a, CH-6006 Luzern, together with its **AFFILIATES**.

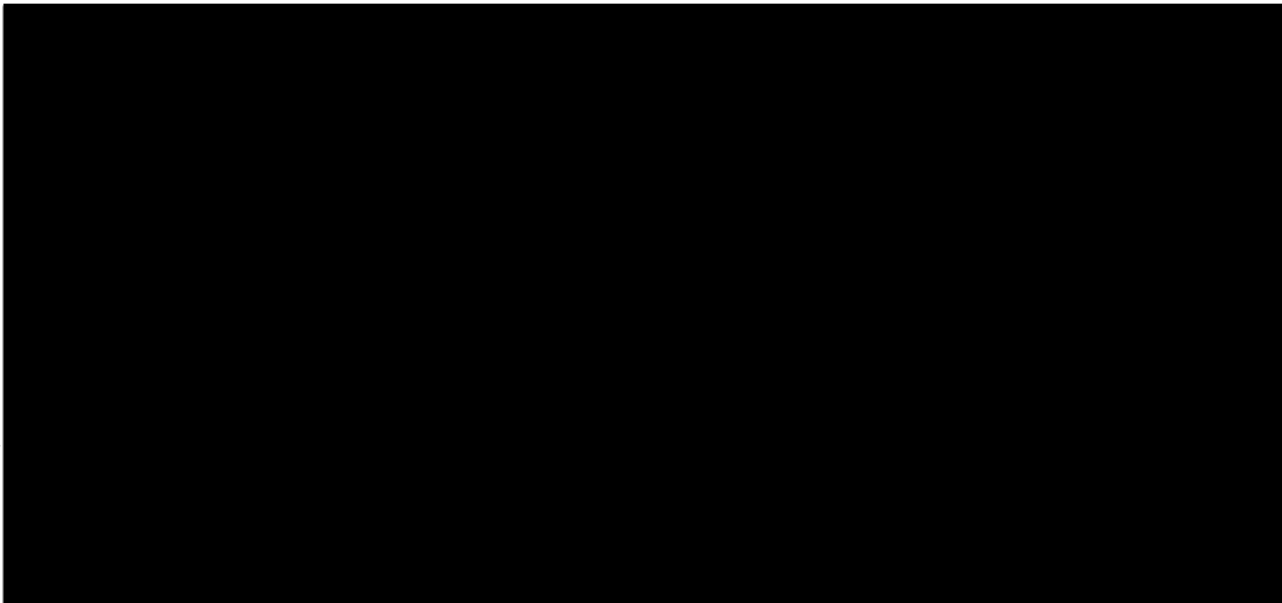
FUMAPHARM PRODUCTS shall mean FUMADERM, BG-12, LICENSED PRODUCT and all products based on FUMAPHARM TECHNOLOGY and COLLABORATION TECHNOLOGY in existence as at the TRANSFER DATE including IMPROVEMENTS (all terms defined according to the Confidentiality Agreement of 01 Mai 2005, the License Agreement dated 25 September 2003 and Amendment 1 thereto dated 07 April 2004, all concluded between FUMAPHARM and BIOGEN, attached hereto as Exhibit 34.1.1.) Until there is evidence to the contrary from BIOGEN it will be assumed that all drugs based on fumaric acid derivatives developed, specified, produced or sold directly or indirectly by BIOGEN, are FUMAPHARM PRODUCTS.

INTELLECTUAL PROPERTY RIGHTS means patents, rights to inventions, utility models, copyright, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in know-how (including trade secrets and confidential information) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

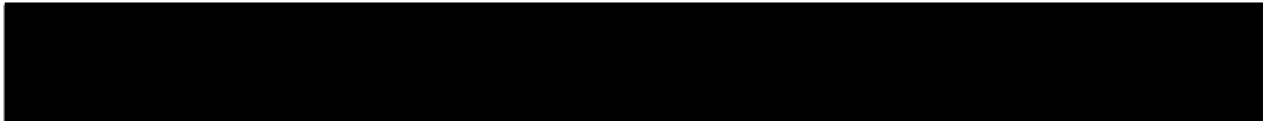
MS shall mean the indication multiple sclerosis in all of its forms.



Handwritten signatures and initials:
TS, GP, M, Y



TRANSFER DATE shall mean the date the transaction contemplated herein is closed in accordance with section VI.



III. OBJECT OF PURCHASE

5. Subject to the terms of this AGREEMENT, the SELLERS agree to sell and transfer to the BUYER, and the BUYER agrees to purchase from the SELLERS, [redacted] registered shares of Fumapharm AG with a par value [redacted] in the COMPANY (hereinafter referred to as the "SHARES"). The SHARES are the equivalent of 100% of the total share capital of Fumapharm AG.

6. By signing the present AGREEMENT, each SELLER covenants and agrees to transfer his SHARES on the TRANSFER DATE, endorsed in blank and free from whatsoever right, title and interest of a THIRD PARTY or parties, to the BUYER. The BUYER covenants and agrees to take possession of the SHARES against payment of the purchase price subject to all the CLOSING CONDITIONS having been satisfied by the SELLERS, or deferred or waived by the BUYER.

IV. PURCHASE PRICE

7. The purchase price for the SHARES consists of the following elements:

7.1 The first part of the share purchase price of US\$ 220'000'000 (United States Dollars two hundred and twenty million) has to be paid, reduced by US\$ 2 million ("Holdback"), subject to satisfaction of the CLOSING CONDITIONS, on the TRANSFER DATE by means of a bank wire transfer to the US\$ account no. [redacted]

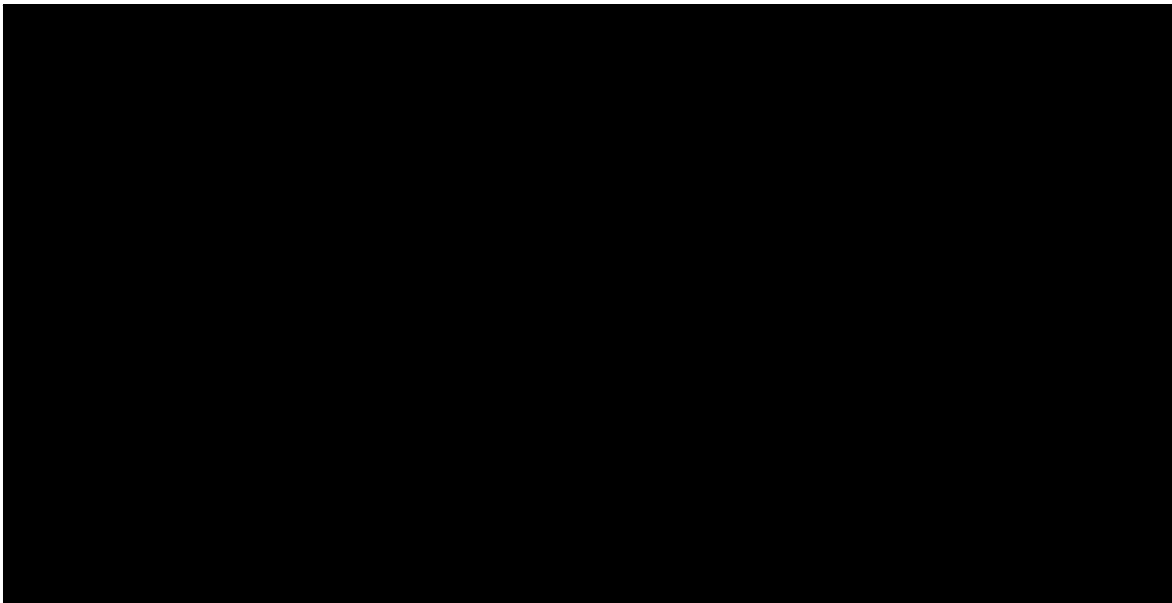
[redacted] Said part of the purchase price is final

[Handwritten signatures]

and binding. After the closing of the present AGREEMENT, subject to the provisions of Section VI of the AGREEMENT, this part of the Purchase Price cannot, under any title, be raised or lowered any more due to the business performance of the COMPANIES or the developing of STUDIES.

7.2 As well as the first part of the share purchase price of US\$ 220'000'000 (United States Dollars two hundred and twenty million) the BUYER shall pay the SELLERS the second part of the share purchase price of US\$ 15'000'000 (United States Dollars fifteen million) by means of a bank wire transfer to the bank account mentioned in Clause 7.1 within thirty (30) days on reaching the first APPROVAL for MS by a REGULATORY AUTHORITY in the EU or USA.

7.3 Upon achieving the following accumulated SALES REVENUES OF FUMAPHARM PRODUCTS, further parts of the share purchase price will be paid to the SELLERS according to the following schedule (in addition to the payments in Clause 7.1 and 7.2):



Handwritten initials and signatures, including "ll", "TGT", and a large signature.

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.