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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2007

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from to

Commission file number: 0-22705

NEUROCRINE BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**33-0525145**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification Number)*
12790 El Camino Real, San Diego, CA	**92130**
(Address of principal executive office)	*(Zip Code)*

Registrant's telephone number, including area code:
(858) 617-7600

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	**Name of Each Exchange on Which Registered**
Common Stock, $0.001 par value	The NASDAQ Stock Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes o No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No ☑

Note — Checking the box above will not relieve any registrant required to file reports pursuant to Section 13 of 15(d) of the Exchange Act from their obligations under those Sections.

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

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

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

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

The aggregate market value of the common equity held by non-affiliates of the Registrant as of June 30, 2007 totaled approximately $305,230,322 based on the closing price for the Registrant's Common Stock on that day as reported by the Nasdaq Stock Market. Such value excludes Common Stock held by executive officers, directors and 10% or greater stockholders as of June 30, 2007. The identification of 10% or greater stockholders as of June 30, 2007 is based on 13G and amended 13G reports publicly filed before June 30, 2007. This calculation does not reflect a determination that such parties are affiliates for any other purposes.

As of February 1, 2008, there were 38,273,979 shares of the Registrant's Common Stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Document Description	**10-K Part**
Portions of the Registrant's notice of annual meeting of stockholders and proxy statement to be filed pursuant to Regulation 14A within 120 days after Registrant's fiscal year end of December 31, 2007 are incorporated by reference into Part III of this report.	III, ITEMS 10, 11, 12, 13, 14

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PART I

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K and the information incorporated herein by reference contain forward-looking statements that involve a number of risks and uncertainties. Although our forward-looking statements reflect the good faith judgment of our management, these statements can only be based on facts and factors currently known by us. Consequently, these forward-looking statements are inherently subject to risks and uncertainties, and actual results and outcomes may differ materially from results and outcomes discussed in the forward-looking statements.

Forward-looking statements can be identified by the use of forward-looking words such as “believes,” “expects,” “hopes,” “may,” “will,” “plan,” “intends,” “estimates,” “could,” “should,” “would,” “continue,” “seeks,” “pro forma,” or “anticipates,” or other similar words (including their use in the negative), or by discussions of future matters such as the development of new products, technology enhancements, possible changes in legislation and other statements that are not historical. These statements include but are not limited to statements under the captions “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business” as well as other sections in this report. You should be aware that the occurrence of any of the events discussed under the heading “Item 1A. Risk Factors” and elsewhere in this report could substantially harm our business, results of operations and financial condition and that if any of these events occurs, the trading price of our common stock could decline and you could lose all or a part of the value of your shares of our common stock.

The cautionary statements made in this report are intended to be applicable to all related forward-looking statements wherever they may appear in this report. We urge you not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. Except as required by law, we assume no obligation to update our forward-looking statements, even if new information becomes available in the future.

ITEM 1. *BUSINESS*

We were originally incorporated in California in January 1992 and were reincorporated in Delaware in May 1996.

We discover, develop and intend to commercialize drugs for the treatment of neurological and endocrine-related diseases and disorders. Our product candidates address some of the largest pharmaceutical markets in the world, including endometriosis, irritable bowel syndrome, anxiety, depression, pain, diabetes, insomnia, and other neurological and endocrine related diseases and disorders. We currently have eight programs in various stages of research and development, including five programs in clinical development. While we independently develop many of our product candidates, we have entered into a collaboration for two of our programs.

Our Product Pipeline

The following table summarizes our most advanced product candidates currently in clinical development and those currently in research, and is followed by detailed descriptions of each program:

Program	Target Indication	Status	Commercial Rights
Products under clinical development:			
GnRH Antagonist	Endometriosis	Phase II	Neurocrine
CRF_1 Antagonist	Mood Disorders, Irritable Bowel Syndrome	Phase II	GlaxoSmithKline/ Neurocrine
CRF_2 Peptide Agonist — Urocortin 2	Cardiovascular	Phase II	Neurocrine
GnRH Antagonist	Benign Prostatic Hyperplasia	Phase I	Neurocrine
Research programs:			
Selective norepinephrine reuptake inhibitor (sNRI)	Depression, Stress, Pain, Urinary Incontinence	Research	Neurocrine
Glucose Dependent Insulin Secretagogues	Type II Diabetes	Research	Neurocrine
GnRH Antagonist	Endometriosis, Benign Prostatic Hyperplasia	Research	Neurocrine
Ion Channel Blocker	Chronic Pain	Research	Neurocrine
Products subject to regulatory review:			
Indiplon 5mg and 10mg capsules	Insomnia	FDA has deemed approvable	Neurocrine/Dainippon Sumitomo Pharma Co.
Indiplon 15mg tablets	Insomnia	FDA has deemed not approvable	Neurocrine

"Phase II" indicates that we or our collaborators are conducting clinical trials on groups of patients afflicted with a specific disease in order to determine preliminary efficacy, optimal dosages and expanded evidence of safety.

"Phase I" indicates that we or our collaborators are conducting clinical trials with a smaller number of patients to determine early safety profile, maximally tolerated dose and pharmacological properties of the product in human volunteers.

"Research" indicates identification and evaluation of compound(s) in laboratory and preclinical models.

"CRF_1 and CRF_2" refer to two CRF receptor subtypes.

Products Under Clinical Development

Gonadotropin-Releasing Hormone (GnRH) Antagonist

Gonadotropin-releasing hormone, or GnRH, is a peptide that stimulates the secretion of the pituitary hormones that are responsible for sex steroid production and normal reproductive function. Researchers have found that chronic administration of GnRH agonists after initial stimulation reversibly shuts down this transmitter pathway and is clinically useful in treating hormone-dependent diseases such as endometriosis, uterine fibroids and benign prostatic hyperplasia (BPH). Several companies have developed peptide GnRH agonists on this principle, such as Lupron® and Zoladex®, and according to their manufacturers, their annual worldwide sales in 2006 totaled $2.5 billion (Med Ad News). However, since they are peptides, they must be injected via a depot formulation rather than the preferred oral route of administration. In addition, GnRH agonists can take up to several weeks to exert their desired effect once the initial stimulation has occurred, a factor not seen with the use of GnRH antagonists.

More importantly, until the desired effects are maximal, they have shown a tendency to exacerbate the condition via a hormonal flare. The profound suppression effect is similar to that seen after menopause and can be associated with hot flashes and leads to the loss of bone density.

Orally active, nonpeptide GnRH antagonists potentially offer several advantages over injectable GnRH peptide drugs, including rapid onset of hormone suppression without a hormonal flare. Also, injection site reactions commonly observed in peptide depots are avoided and dosing can be rapidly discontinued if necessary — a clinical management option not available with long-acting depot injections. Importantly, using orally active antagonists, it may be possible to alter the level of pituitary suppression by varying dosage and thereby titrating circulating estrogen levels. Using this approach, an oral GnRH antagonist may provide patients relief from the painful symptoms of endometriosis while avoiding the need for the active management of bone loss.

Endometriosis. Endometriosis is associated with a multitude of symptoms, some of the most common of which include pain related both to menstruation (dysmenorrhea) and sexual intercourse (dyspareunia) as well as chronic pelvic pain throughout the cycle, infertility, and menorrhagia, among many others. The wide range of symptoms associated with endometriosis serves to complicate and delay diagnosis due to the significant overlap of symptoms with the disease profiles of other conditions. Datamonitor (2007) estimates that there are approximately 7.5 million women in the United States who suffer from the symptoms of endometriosis. With annual healthcare costs and endometriosis-related productivity losses totaling nearly $3,000 per patient, the annual direct and indirect costs of endometriosis are estimated to exceed $20 billion in the United States alone (S Simoens *et al* Human Reproduction Update 2007, *13* 395). We believe that the availability of an oral treatment, lacking the side effect profile of the currently available peptide agonists, may be an alternative to current therapies and ultimately encourage a higher treatment rate.

Several Phase I clinical trials of our GnRH candidate for endometriosis have been completed. These studies demonstrated that our GnRH antagonist was safe and well tolerated. A dose-dependent suppression of estradiol with once a day dosing was observed with doses between 50mg and 200mg /day. The reduction in estradiol has been correlated with a reduction in pain and other symptoms of endometriosis and is a useful biomarker. Based on the results of these Phase I trials, we completed two separate exploratory three-month Phase II trials in endometriosis patients to assess efficacy and tolerability of our lead endometriosis drug candidate during 2006. Efficacy in these Phase II studies was assessed by the Composite Pelvic Sign and Symptoms Score (CPSSS) and Visual Analog Scale (VAS) industry-standard and validated measures utilized for evaluating pain reduction in endometriosis patients. In addition to the standard clinical and laboratory assessments of safety, a biomarker for bone resorption (n-telopeptide) was also measured to assess potential impact on bone mineral density.

The first of the two randomized, placebo controlled Phase II three-month trials in patients with endometriosis involved doses of 75mg and 150mg given once daily. The second Phase II study involved doses of 50mg and 100mg given twice daily to more fully explore dose response. Taken together, these trials indicate that a reduction in pain associated with endometriosis, as measured by CPSSS and VAS, is possible with benefit occurring within the first two weeks for some women. The magnitude of pain reduction is roughly comparable to that seen with Depo-Provera® and Lupron® although direct comparison to these treatments was not part of these early Phase II trials. Average estradiol levels were reduced in a dose-related manner and, most importantly, do not fall into the post-menopausal range associated with GnRH agonist treatments. Furthermore, no increase in bone resorption was evident as shown by stable mean n-telopeptide levels.

We completed enrollment in a Phase IIb study in the fourth quarter of 2007 in which 252 patients with endometriosis will be treated over a 6-month treatment period. This multi-center, randomized, double-blind study includes three treatment groups, consisting of two doses of GnRH, 150mg once daily and 75mg twice daily, and an active comparator, Depo-Provera®. In addition to evaluating the effect of GnRH on endometriosis symptoms, this study is designed primarily to assess the impact of longer treatment on bone mineral density as measured by DXA scan at the conclusion of dosing and at 6-months and 12-months post treatment. We expect top-line results from this trial in mid-2008. These results, together with data from the previous two Phase II studies, are intended to provide the basis for securing agreement to a registration plan acceptable to the FDA.

During 2007, we also completed a bridging study comparing drug formulations (tablets and solutions) we have used in clinical trials to date to new formulations of tablets. The successful completion of this study allowed us to select what we anticipate to be our final commercial formulation tablet.

We will conduct two additional randomized placebo controlled Phase II clinical trials of our GnRH candidate for endometriosis. The clinical endpoints for both of these trials will be a reduction in pelvic pain associated with endometriosis, utilizing a scale proposed by the FDA. The first Phase II trial will include our selected commercial formulation tablet in two doses (150mg and 250mg). This trial was initiated in late 2007 and is expected to enroll approximately 150 patients. We expect top-line results from the first 3-months of treatment, in late 2008 or early 2009. The second trial is a four arm comparator trial of two doses of GnRH, placebo or Leuprolide Depot. This trial is expected to be conducted in Central/Eastern Europe and to begin enrollment in early 2008. Top-line data from the 3-month double-blind period should be available in early 2009.

Benign Prostatic Hyperplasia. BPH is defined by the enlargement of the prostate gland. In BPH, as the prostate grows larger and presses against the urethra, normal flow of urine is hindered. Researchers have determined that dihydrotestosterone (DHT), a derivative of testosterone, is the primary cause of prostate enlargement. Equally important, men who do not generate DHT do not develop BPH. Accordingly, by using a small molecule GnRH antagonist, one could block the production of testosterone, and indirectly DHT, and potentially ameliorate the symptoms of BPH.

Moderate to severe BPH affects an estimated 21 million men in the United States (Mattson Jack 2006). Additionally, more than 40% of all men over the age of 60 suffer from the symptoms of BPH (Mattson Jack 2006). Worldwide sales of current treatments for BPH exceeded $3 billion in 2006 (Med Ad News). During 2004, we conducted a Phase I single dose study to assess the safety, tolerability, pharmacokinetics and pharmacodynamics of our GnRH antagonist in healthy males. The results of this trial demonstrated that our GnRH antagonist effectively reduced testosterone production when compared to placebo. In 2005, we filed an Investigational New Drug application to initiate a multiple dose Phase I study in males. The study was completed in 2006 and the results demonstrate that a dose-related reduction of testosterone was achieved and that two weeks of GnRH antagonist treatment is generally safe and well tolerated in healthy males.

Corticotropin-Releasing Factor (CRF) Receptor$_1$ Antagonist

According to Datamonitor (2007), the prevalence of major depressive disorder approaches 20 million in the United States alone with an estimated 121 million sufferers worldwide. Estimates based on data from the National Institute of Mental Health and the U.S. Census Bureau, Population Division also indicate that in 2006 over 20 million Americans suffer from a debilitating anxiety disorder. In 2006, the branded worldwide market for depression therapeutics was nearly $13 billion (Med Ad News).

Depression. Depression is one of a group of neuropsychiatric disorders that is characterized by extreme feelings of despair, loss of body weight, decreased aggressiveness and sexual behavior, and loss of sleep. Researchers believe that depression results from a combination of environmental factors, including stress, as well as an individual's biochemical vulnerability, which is genetically predetermined. The most frequently prescribed antidepressant therapies are drugs that inhibit the reuptake of the neurotransmitters serotonin, norephinephrine and dopamine and include drugs such as Zoloft®, Paxil®, Lexapro® Prozac®, Celexa®, Wellbutrin® and Effexor® as well as certain generic equivalents. These compounds act by inhibiting the reuptake of neurotransmitters back into presynaptic neurons thus effectively increasing their levels and enhancing activity in the brain. However, because these drugs affect a wide range of neurotransmitters, they have been associated with a number of adverse side effects. While newer, more selective drugs offer some safety improvement, side effects remain problematic. One of the biggest limitations of most existing antidepressant therapies is their slow onset of action and their negative effects on libido.

Anxiety. Anxiety is among the most commonly observed group of central nervous system disorders, which includes phobias or irrational fears, panic attacks, and other syndromes. Of the pharmaceutical agents that other companies currently market for the treatment of anxiety disorders, benzodiazepines, such as Valium® and Xanax®, and the anxiolytics BuSpar® and Effexor® as well as certain generic equivalents are the most frequently prescribed.

Several side effects, however, limit the utility of these anti-anxiety drugs. Most problematic among these are drowsiness, memory difficulties, drug dependency and withdrawal reactions following the termination of therapy.

Researchers have identified what they believe to be the central mediator of the body's stress responses or stress-induced disorders (including depression and anxiety). This mediator is a brain chemical known as corticotropin-releasing factor, or CRF. CRF is overproduced in clinically depressed patients and may be dysregulated in individuals with anxiety disorders. Current research indicates that clinically depressed patients and patients with anxiety experience dysfunction of the hypothalamic-pituitary-adrenal axis, the system that manages the body's overall response to stress. This amplifies production of CRF, and induces the physical effects that are associated with stress that can lead to depression or anxiety. The novelty and specificity of the CRF mechanism of action and the prospect of improving upon selective serotonin reuptake inhibitor therapy represents a market opportunity both to better serve patients and expand overall treatment of depression. We also believe that CRF offers a novel mechanism of action that may offer the advantage of being more selective, thereby providing increased efficacy with reduced side effects in anxiety as compared to benzodiazepines.

We have a strategic position in the CRF field through our intellectual property portfolio and relationship with experts in the neuropsychiatric field. We have further characterized the CRF receptor system and have identified additional members of the CRF receptor family. We have patent rights on two receptor subtypes termed CRF_1 and CRF_2, and we have pending patent applications on small molecule organic compounds modulating the CRF receptors.

The first clinical trial to offer evidence of proof of concept of CRF antagonists in addressing depression (and anxiety as a co-examined variable) was a Phase IIa open label trial we conducted in 1999 pursuant to collaborations with Janssen in the field of CRF antagonists. Results from this trial indicated that the drug candidate was safe and well tolerated and demonstrated anti-depressant activity as measured by a widely-accepted depression scale known as the Hamilton Depression Scale. In this trial, the drug candidate was administered to 20 patients with major depressive disorders. Results from the trial, as reported in the Journal of Psychiatric Research, showed that treatment response, as defined by more than a 50% reduction in Hamilton Depression Scores, occurred in 50% of the patients in the low dose group and 80% of the patients in the higher dose group. Additionally, the drug candidate demonstrated a reduction in Hamilton Anxiety Scores from baseline in both treatment groups at all times after dosing. While development of our first generation CRF antagonist was discontinued for safety reasons by our collaborator Janssen, we were encouraged by these results which we believe support the hypothesized mechanism of action. Our CRF antagonist research collaboration with Janssen was terminated in March 2002.

In July 2001, we announced our second CRF antagonist collaboration, a worldwide collaboration with GlaxoSmithKline (GSK), to develop and commercialize CRF antagonists for psychiatric, neurological and gastrointestinal diseases. Under the terms of this agreement, GSK sponsored and we jointly conducted a collaborative research program and collaborated in the development of our current lead compounds, as well as novel back-up candidates and second generation compounds identified through the collaborative research. The sponsored research portion of the collaboration was completed in 2005.

During 2004, GSK advanced one of the lead CRF_1 drug candidates arising out of our collaboration into Phase I clinical trials. The trial was a double-blind, placebo-controlled, single-dose study to evaluate safety and pharmacokinetics of a range of escalating doses. This study was followed by the successful completion of a placebo-controlled double blind multiple dose Phase I study.

GSK has completed the first Phase II "proof of concept" clinical trial with a lead CRF_1 receptor antagonist compound, 876008, for social anxiety disorder (SocAD). In this double-blind, randomized, placebo controlled, multiple dose study to evaluate the safety and efficacy of the CRF_1 receptor antagonist compound in patients with SocAD, no statistically significant differences were observed in the key efficacy endpoints between 876008 and placebo at 12 weeks. This study included more than 200 adult subjects and assessed efficacy, safety, tolerability and pharmacokinetics of the compound. The compound was generally well tolerated with no serious adverse events reported.

GSK is currently advancing a second lead CRF_1 receptor antagonist compound, 561679, into a Phase II depression study later this year.

GSK has also initiated a Phase I single dose escalating clinical trial with 586529, an additional CRF_1 receptor antagonist compound.

Irritable Bowel Syndrome. Research has also suggested that CRF plays a role in the control or modulation of the gastrointestinal system. Studies have demonstrated that central administration of CRF acts in the brain to inhibit emptying of the stomach while stimulating bowel activity, and suggest that overproduction of CRF in the brain may be a main contributor to stress-related gastrointestinal disorders.

IBS is a gastrointestinal inflammatory disease that affects between 25 to 45 million people in the United States, accounting for over $20 billion in direct and indirect costs each year, according to the International Foundation for Functional Gastrointestinal Disorders. IBS can be a lifelong, intermittent disease, involving chronic or recurrent abdominal pain and frequent diarrhea or constipation. Some patients with IBS report the onset of symptoms of the disease following a major life stress event, such as death in the family, which suggests that the causes of IBS may be related to stress. In addition, most IBS sufferers also experience anxiety and depression.

GSK has completed enrollment in a Phase II "proof of concept" clinical trial in IBS. This trial is a double-blind, randomized, placebo controlled study to evaluate the safety and efficacy of 876008 in patients with IBS. Approximately 130 patients meeting established diagnostic criteria for IBS have been entered into this cross-over design trial. Standard assessments of safety, tolerability and pharmacokinetics will be conducted. The clinical endpoints reflect change in symptom frequency and severity via validated scales for IBS and the data should be available during the second half of 2008.

CRF_2 Receptor Peptide Agonist (Urocortin 2)

Congestive heart failure (CHF) is a condition where the heart cannot pump enough blood to supply all of the body's organs. It is a result of narrowing of the arteries combined with high blood pressure, which results in increased respiration as well as edema from water retention. In the case of acute symptomology, CHF patients will eventually experience a rapid deterioration and require urgent treatment in the hospital. According to 2008 data from the American Heart Association, over 5 million people experience CHF and about 660,000 new cases are diagnosed each year in the United States. CHF becomes more prevalent with age and the number of cases is expected to grow as the overall age of the population increases. Current treatment options include a cocktail of drugs consisting of diuretics to remove excess water, beta blockers and digitalis to improve heart muscle contraction, and/or ACE inhibitors and vasodilators to expand blood vessels. There are in excess of one million hospitalizations each year in the United States for CHF (Mattson Jack 2006, AMA 2008).

Urocortin 2 is a recently discovered endogenous peptide ligand of the CRF_2 receptor present in the cardiovascular system, notably the heart and cerebral arterial system. Urocortin 2 plays a role in the control of the hormonal, cardiovascular, gastrointestinal, and behavioral responses to stress, and has an array of effects on the cardiovascular system and metabolism. Based on preclinical efficacy and safety data, together with its known role in human physiology, we believe that Urocortin 2 may have positive hemodynamic effects on cardiac output and blood pressure which may benefit patients with acute CHF.

During 2005, we completed a Phase II placebo controlled dose-escalation study to evaluate the safety, pharmacokinetics and pharmacodynamics of two dose levels of Urocortin 2 in patients with stable CHF. Results of this study demonstrated a dose-related increase in cardiac output of up to 50% with only a modest increase (6%) in heart rate. We completed an additional Phase II study evaluating Urocortin 2 over four hour infusions in patients with stable CHF in the first half of 2006. The treatments were generally well tolerated without serious adverse events, abnormalities in electrocardiograms or significant changes in renal function. Positive hemodynamic effects were noted in virtually all patients with increases in cardiac output ranging from 6% to 54%.

Our intent is to initiate additional Phase II studies with longer duration of infusion of up to 72 hours. However, additional preclinical studies are necessary to support this longer period of infusion. We expect to complete these preclinical studies in 2008.

Research Programs

Our research and development focus is on addressing diseases and disorders of the central nervous system and endocrine system, which include therapeutic categories ranging from diabetes to stress-related disorders and neurodegenerative diseases. Central nervous system and endocrinology drug therapies are among the largest therapeutic categories, accounting for over $60 billion in worldwide drug sales in 2006 according to Med Ad News.

GnRH Antagonists

As previously mentioned, GnRH antagonists may be useful in treating certain hormone dependent diseases. Our discovery work in GnRH antagonists continues to focus on endometriosis and benign prostatic hyperplasia as we continue to search for additional candidates for preclinical and clinical trials.

Selective Norepinephrine Reuptake Inhibitors

In 2007, there were in excess of 3 million chronic neuropathic pain sufferers (painful diabetic neuropathy) in the United States alone, representing nearly $3 billion in branded neuropathic pain product sales (Med Ad News).

The rationale for the role of a selective norepinephrine reuptake inhibitor (sNRI) in treating neuropathic pain (NP) includes anatomical and neurochemical evidence for the role of both norepinephrine and serotonin (5-HT) in modulation of endogenous analgesic systems. While selective serotonin reuptake inhibitors (SSRIs) are generally ineffective in treating neuropathic pain, our lead sNRI development candidate has been efficacious in multiple preclinical models of neuropathic pain including the formalin model for persistent pain and the spinal nerve ligation test for mechanical hyperalgesia. Due to its specificity and selectivity, it is hypothesized that the orally-available small molecule may have advantages in the area of safety/tolerability and may also be used synergistically with other classes of compounds used in the treatment of NP, such as gabapentin. We completed a Phase I clinical trial with sNRI for neuropathic pain. The single ascending dose study in healthy volunteers demonstrated that the drug was well tolerated and the pharmacokinetic characteristics were suitable for clinical development. We will wait to proceed into multi-dose Phase I clinical trials at this time in order to focus resources on the GnRH program.

Additionally, our research in sNRI continues to focus on neuropathic pain as well as complimentary therapeutic categories such as major depressive disorders, stress and urinary incontinence as we search for candidates for preclinical and clinical trials.

Glucose Dependent Insulin Secretagogues

Type II diabetes affects more than 23 million Americans (Datamonitor 2007), and is growing at epidemic proportions world-wide. The disease is characterized by reduced ability to secrete and respond to insulin. Drugs which can enhance the secretion of insulin in response to rising blood glucose levels can improve blood glucose control without increased risk of hypoglycemia. Our scientists are optimizing small molecule compounds that act in this way in order to discover novel oral therapies for glucose control in diabetes.

Ion Channel Blockers

Capitalizing on our expertise in the area of neurology and pain management with small molecule therapeutics, we have initiated a new program focused on a novel target for the treatment of chronic pain. The target is an ion channel present on sensory nerve fibers that plays a role in transmitting pain signals to the central nervous system. Our scientists hypothesize that blocking this channel could provide alleviation of chronic pain.

Programs Subject to Regulatory Review

Indiplon

We obtained the rights to indiplon for the treatment of insomnia through an exclusive worldwide sublicense agreement that we entered into with DOV Pharmaceutical, Inc. (DOV) in June 1998. Indiplon is a non-benzodiazepine $GABA_A$ receptor agonist which acts via the same mechanism as the currently marketed non-benzodiazepine therapeutics.

Based on the results of preclinical studies and Phase I, Phase II and Phase III clinical trials on indiplon, as well as a non-clinical data package related to indiplon manufacturing, formulation and commercial product development, we assembled and filed NDAs with the FDA for both indiplon capsules and indiplon tablets. On May 15, 2006, we received two complete responses from the FDA regarding our indiplon capsule and tablet NDAs. These responses indicated that indiplon 5mg and 10mg capsules were approvable (2006 FDA Approvable Letter) and that the 15mg tablets were not approvable (FDA Not Approvable Letter).

The FDA Not Approvable Letter for the tablets requested that we reanalyze certain safety and efficacy data and questioned the sufficiency of the objective sleep maintenance clinical data with the 15mg tablet in view of the fact that the majority of our indiplon tablet studies were conducted with doses higher than 15mg. We held an end-of-review meeting with the FDA related to the FDA Not Approvable Letter in October 2006. This meeting was specifically focused on determining the actions needed to bring indiplon tablets from Not Approvable to Approval in the resubmission of the NDA for indiplon tablets. The FDA has requested additional long-term safety and efficacy data with the 15mg dose for the adult population and the development of a separate dose for the elderly population. In discussions, we and the FDA noted positive efficacy data for sleep maintenance with both indiplon capsules and tablets. The evaluation of indiplon for sleep maintenance includes both indiplon capsules and tablets.

The 2006 FDA Approvable Letter requested that we reanalyze data from certain preclinical and clinical studies to support approval of indiplon 5mg and 10mg capsules for sleep initiation and middle of the night dosing. The 2006 FDA Approvable Letter also requested reexamination of the safety analyses. We held an end-of-review meeting with the FDA related to the 2006 FDA Approvable Letter in August 2006. This meeting was specifically focused on determining the actions needed to bring indiplon capsules from Approvable to Approval in the resubmission of the NDA for indiplon capsules. At the meeting, the FDA requested that the resubmission include further analyses and modifications of analyses previously submitted to address questions raised by the FDA in the initial review. This reanalysis was completed. The FDA also requested, and we completed, a supplemental pharmacokinetic/food effect profile of indiplon capsules including several meal types.

On June 12, 2007, we resubmitted our NDA for indiplon 5mg and 10mg capsules seeking clearance to market indiplon capsules for the treatment of insomnia. The FDA accepted the NDA resubmission and established a Prescription Drug User Fee Act (PDUFA) date of December 12, 2007. On December 12, 2007 we received an action letter from the FDA stating the indiplon 5mg and 10mg capsules are approvable (2007 FDA Approvable Letter). The 2007 FDA Approvable Letter acknowledged that the resubmitted NDA had addressed the issues raised in the 2006 FDA Approvable Letter, but set forth new requirements. The new requirements set forth in the 2007 FDA Approvable Letter are the following: (i) an objective/subjective clinical trial in the elderly, (ii) a safety study assessing the rates of adverse events occurring with indiplon when compared to a marketed product, and (iii) a preclinical study to evaluate indiplon administration during the third trimester of pregnancy.

We have requested and have been granted a formal meeting with the FDA, during the first quarter of 2008, to discuss the 2007 FDA Approvable Letter. After receipt of the 2007 FDA Approvable Letter, we ceased all indiplon clinical development activities in the United States as well as all pre-commercialization activities.

Our Business Strategy

Our goal is to become the leading biopharmaceutical company focused on neurological and endocrine-related diseases and disorders. The following are the key elements of our business strategy:

Continuing to Advance and Build Our Product Portfolio Focused on Neurological and Endocrine-Related Diseases and Disorders. We believe that by continuing to advance and build our product pipeline, we can mitigate some of the clinical development risks associated with drug development. We currently have eight programs in various stages of research and development, including five programs in clinical development. We take a portfolio approach to managing our pipeline that balances the size of the market opportunities with clear and defined clinical and regulatory paths to approval. We do this to ensure that we focus our internal development resources on innovative therapies with improved probabilities of technical and commercial success.

Identifying Novel Drug Targets to Address Unmet Market Opportunities. We seek to identify and validate novel drug targets for internal development or collaboration. For example, the novel drug candidates we have

identified to regulate CRF, which is believed to be the central mediator of the body's stress response, may represent the first new breakthrough for anxiety and depression in over 25 years. GnRH antagonists, compounds designed to reduce the secretions of sex steroids, may represent the first novel non-peptide, non-injectible means of treatment of endometriosis. The creativity and productivity of our discovery research group will continue to be a critical component for our continued success. Our team has a goal of delivering one innovative clinical compound each year to fuel our research and development pipeline. Research and development costs were $82.0 million, $97.7 million, and $106.6 million for the years ended December 31, 2007, 2006 and 2005, respectively.

Selectively Establishing Corporate Collaborations with Global Pharmaceutical Companies to Assist in the Development of Our Products and Mitigate Financial Risk while Retaining Significant Commercial Upside. We leverage the development, regulatory and commercialization expertise of our corporate collaborators to accelerate the development of certain of our potential products, while typically retaining co-promotional rights, and at times commercial rights, in North America. We intend to further leverage our resources by selectively entering into additional strategic alliances to enhance our internal development and commercialization capabilities by licensing our technology.

Acquiring Rights to Complementary Drug Candidates and Technologies. We plan to continue to selectively acquire rights to products in various stages of development to take advantage of our drug development capabilities. For example, during 2003, we licensed our Urocortin 2 product candidate from the Research Development Foundation.

Our Corporate Collaborations and Strategic Alliances

One of our business strategies is to utilize strategic alliances to enhance our development and commercialization capabilities. The following is a summary of our significant collaborations/alliances:

GlaxoSmithKline (GSK). In July 2001, we announced a worldwide collaboration with an affiliate of GSK to develop and commercialize CRF antagonists for psychiatric, neurological and gastrointestinal diseases. Under the terms of this agreement, we and GSK will conduct a collaborative research program and collaborate in the development of our current lead compounds, as well as novel back-up candidates and second generation compounds identified through the collaborative research. In addition, we will be eligible to receive milestone payments as compounds progress through the research and development process, royalties on future product sales and co-promotion rights in the U.S. in some circumstances. GSK may terminate the agreement at its discretion upon 90 days prior written notice to us. In such event, we may be entitled to specified payments and all product rights would revert to us. As of December 31, 2007, we had recorded revenues of $4.5 million in license fees, $28.8 million in milestone payments, $19.5 million in sponsored research and $1.4 million in reimbursement of development costs, over the life of the agreement. The sponsored research portion of this collaboration agreement concluded in 2005. We recognized $8.0 million in milestones from GSK upon initiation of two Phase II clinical trials during 2006.

Dainippon Sumitomo Pharma Co. Ltd. (DSP). In October 2007, we announced an exclusive license agreement with DSP to develop and commercialize indiplon in Japan. Under the terms of the agreement DSP made an up-front payment to us of $20.0 million and is responsible for all future development, marketing and commercialization costs of indiplon in Japan. We will be eligible to receive additional milestone payments upon specified future events related to the development and commercialization of indiplon in Japan. Should all milestones be achieved, we may be entitled to additional payments totaling up to $115.0 million. We are also entitled to royalties from DSP on future sales of indiplon in Japan. As of December 31, 2007, we had recorded revenue of $0.5 million in license fees from DSP.

Intellectual Property

We seek to protect our lead compounds, compound libraries, expressed proteins, synthetic organic processes, formulations, assays, cloned targets, screening technology and other technologies by filing, or by causing to be filed on our behalf, patent applications in the United States and abroad. These applications have resulted in the issuance of approximately 66 United States patents. Additionally, we have licensed from institutions such as The Salk Institute, DOV, Almirall, Research Development Foundation and others the rights to issued United States patents,

pending United States patent applications, and issued and pending foreign filings. We face the risk that one or more of the above patent applications may be denied. We also face the risk that issued patents that we own or license may be challenged or circumvented or may otherwise not provide protection for any commercially viable products we develop.

The technologies we use in our research, as well as the drug targets we select, may infringe the patents or violate the proprietary rights of third parties. If this occurs, we may be required to obtain licenses to patents or proprietary rights of others in order to continue with the commercialization of our products.

In addition to the granted and potential patent protection, the United States, the European Union and Japan all provide data protection for new medicinal compounds. If this protection is available, no competitor may use the original applicant's data as the basis of a generic marketing application during the period of data protection. This period of exclusivity is five years in the United States, six years in Japan and six to ten years in the European Union, measured from the date of FDA, or corresponding foreign, approval.

In-Licensed Technology

We have in-licensed the following technologies to complement our ongoing clinical and research programs. Most of these licenses extend for the term of the related patent and contain customary royalty, termination and other provisions.

- In October 2003, we licensed non-exclusive rights to CRF_2 deficient mice from Research Development Foundation.
- In June 2003, we licensed a non-exclusive rights to Cav3.1 human cDNA expressing cell line from University of Virginia Patent Foundation.
- In May 2003, we entered into a collaboration and license agreement with Bicoll GmbH relating to GPCR targets.
- In March 2003, we licensed a non-exclusive right to certain green fluorescent proteins.
- In January 2003, we licensed exclusive rights to Urocortin 2 from Research Development Foundation.
- In December 2002, we entered into a collaboration and license agreement with Biosite Incorporated relating to high affinity antibodies.
- In December 2002, we licensed knock-out mice to certain target genes from Deltagen, Inc.
- In March 2001, we licensed non-exclusive rights to a saoS-2 cell line from The Sloan-Kettering Institute for Cancer Research.
- In March 2001, we licensed a HERG cell line from Wisconsin Alumni Research Foundation.
- In August 2000, we licensed non-exclusive rights to CRF_1 deficient mice from the Research Development Foundation.
- In August 1999, we licensed non-exclusive rights to the human gonadotropin-releasing hormone receptor from Mount Sinai School of Medicine.
- In June 1998, we licensed exclusive worldwide rights to indiplon, from DOV.

Manufacturing and Distribution

We currently rely on, and will continue to rely on, contract manufacturers to produce sufficient quantities of our product candidates for use in our preclinical and anticipated clinical trials. In addition, we intend to rely on third parties to manufacture any products that we may commercialize in the future. We have established an internal pharmaceutical development group to develop manufacturing methods for our product candidates, to optimize manufacturing processes, and to select and transfer these manufacturing technologies to our suppliers. We continue to contract with multiple manufacturers to ensure adequate product supply and to mitigate risk.

There currently are a limited number of these manufacturers. Furthermore, some of the contract manufacturers that we have identified to date only have limited experience at manufacturing, formulating, analyzing and packaging our product candidates in quantities sufficient for conducting clinical trials or for commercialization.

We currently have no distribution capabilities. In order to independently commercialize any of our product candidates, we must either internally develop distribution capabilities or make arrangements with third parties to perform these services.

Marketing and Sales

We currently have limited experience in marketing or selling pharmaceutical products. Under our collaboration agreement with GSK we may have the opportunity to co-promote any products resulting from the collaboration in the United States. To market any of our other products independently would require us to develop a sales force with technical expertise along with establishing commercial infrastructure and capabilities.

Government Regulation

Regulation by government authorities in the United States and foreign countries is a significant factor in the development, manufacture and marketing of our proposed products and in our ongoing research and product development activities. All of our products will require regulatory approval by government agencies prior to commercialization. In particular, human therapeutic products are subject to rigorous preclinical studies and clinical trials and other approval procedures of the FDA and similar regulatory authorities in foreign countries. Various federal and state statutes and regulations also govern or influence testing, manufacturing, safety, labeling, storage and record-keeping related to such products and their marketing. The process of obtaining these approvals and the subsequent compliance with appropriate federal and state statutes and regulations require the expenditure of substantial time and financial resources.

Preclinical studies generally are conducted in laboratory animals to evaluate the potential safety and the efficacy of a product. Drug developers submit the results of preclinical studies to the FDA as a part of an IND application that must be approved before clinical trials can begin in humans. Typically, clinical evaluation involves a time consuming and costly three-phase process.

Phase I	Clinical trials are conducted with a small number of patients to determine the early safety profile, maximum tolerated dose and pharmacological properties of the product in human volunteers.
Phase II	Clinical trials are conducted with groups of patients afflicted with a specific disease in order to determine preliminary efficacy, optimal dosages and expanded evidence of safety.
Phase III	Large-scale, multi-center, comparative clinical trials are conducted with patients afflicted with a specific disease in order to determine safety and efficacy as primary support for regulatory approval by the FDA to market a product candidate for a specific disease.

The FDA closely monitors the progress of each of the three phases of clinical trials that are conducted in the United States and may, at its discretion, reevaluate, alter, suspend or terminate the testing based upon the data accumulated to that point and the FDA's assessment of the risk/benefit ratio to the patient. To date, we have also conducted some of our clinical trials in Europe, Oceania, and South Africa. Clinical trials conducted in foreign countries may also be subject to oversight by regulatory authorities in those countries.

Once Phase III trials are completed, drug developers submit the results of preclinical studies and clinical trials to the FDA in the form of an NDA or a biologics licensing application for approval to commence commercial sales. In response, the FDA may grant marketing approval, request additional information or deny the application if the FDA determines that the application does not meet regulatory approval criteria. FDA approvals may not be granted on a timely basis, or at all. Furthermore, the FDA may prevent a drug developer from marketing a product under a label for its desired indications, which may impair commercialization of the product.

If the FDA approves the NDA, the drug becomes available for physicians to prescribe in the United States. After approval, the drug developer must submit periodic reports to the FDA, including descriptions of any adverse reactions reported. The FDA may request additional studies, known as Phase IV, to evaluate long-term effects.

In addition to studies requested by the FDA after approval, a drug developer may conduct other trials and studies to explore use of the approved compound for treatment of new indications. The purpose of these trials and studies and related publications is to broaden the application and use of the drug and its acceptance in the medical community.

We will also have to complete an approval process similar to that in the United States in virtually every foreign target market for our products in order to commercialize our product candidates in those countries. The approval procedure and the time required for approval vary from country to country and may involve additional testing. Foreign approvals may not be granted on a timely basis, or at all. In addition, regulatory approval of prices is required in most countries other than the United States. The resulting prices may not be sufficient to generate an acceptable return to us or our corporate collaborators.

Competition

The biotechnology and pharmaceutical industries are subject to rapid and intense technological change. We face, and will continue to face, competition in the development and marketing of our product candidates from biotechnology and pharmaceutical companies, research institutions, government agencies and academic institutions. Competition may also arise from, among other things:

- other drug development technologies;
- methods of preventing or reducing the incidence of disease, including vaccines; and
- new small molecule or other classes of therapeutic agents.

Developments by others may render our product candidates or technologies obsolete or noncompetitive. We are performing research on or developing products for the treatment of several disorders including endometriosis, irritable bowel syndrome, anxiety, depression, pain, diabetes, insomnia, and other neurological and endocrine related diseases and disorders.

Lupron Depot®, marketed by TAP Pharmaceuticals, and Synarel® and Depo-Provera®, marketed by Pfizer, are gonadotropin-releasing hormone peptide agonists that have been approved for the treatment of endometriosis, infertility, and central precocious puberty. Additionally, Proscar®, an enzyme inhibitor marketed by Merck, and Flomax®, an alpha blocker marketed by Boehringer Ingelheim Pharmaceuticals, are both used in the treatment of benign prostatic hyperplasia. These drugs may compete with any small molecule gonadotropin-releasing hormone antagonists we develop for these indications.

Potential indications for our small molecule CRF antagonists include anxiety disorders, depression, and irritable bowel syndrome, among others, our drug candidates will be commercialized in well-established markets. In the area of anxiety disorders, our product candidates will compete with products such as Valium®, marketed by Hoffman-La Roche, Xanax®, marketed by Pfizer, BuSpar®, marketed by Bristol-Myers Squibb, Zoloft®, marketed by Pfizer, Wellbutrin®, marketed by GlaxoSmithKline and Effexor®, marketed by Wyeth, among others, as well as any generic alternatives for each of these products.

In the area of depression, our product candidates will compete with products in the antidepressant class, including Prozac® and Cymbalta®, marketed by Eli Lilly, Zoloft®, marketed by Pfizer, Paxil®, marketed by GlaxoSmithKline, Effexor®, marketed by Wyeth, and Lexapro®, marketed by Forest Laboratories, among others.

In the area of irritable bowel syndrome, our product candidates will compete with such products as Zelnorm® marketed by Roche, and Lotronex® marketed by Prometheus Laboratories Inc. in the United States. Some technologies under development by other pharmaceutical companies could result in additional commercial treatments for depression and anxiety. In addition, a number of companies also are conducting research on molecules to block CRF, which is the same mechanism of action employed by our compounds.

In the area of insomnia, Ambien®, Sonata®, Lunesta®, and Rozerem® are currently marketed by Sanofi-Aventis, King Pharmaceuticals, Inc., Sepracor, Inc., and Takeda Pharmaceutical Company, respectively. During 2006, Sanofi-Aventis launched a controlled-release formulation of Ambien® called Ambien CR® and during 2007, generic Ambien® or zoplidem also entered the insomnia market. Somaxon Pharmaceuticals is developing Silenor®,

a H1 antagonist, for the treatment of insomnia, which has completed Phase III clinical trials and for which Somaxon Pharmaceuticals intends to submit an NDA to the FDA in February 2008.

If one or more of these products or programs are successful, it may reduce or eliminate the market for our products.

Compared to us, many of our competitors and potential competitors have substantially greater:

- capital resources;
- research and development resources, including personnel and technology;
- regulatory experience;
- preclinical study and clinical testing experience;
- manufacturing and marketing experience; and
- production facilities.

Any of these competitive factors could harm our business, prospects, financial condition and results of operations, which could negatively affect our stock price.

Employees

As of January 31, 2008, we had 135 employees, consisting of 130 full-time and 5 part-time employees. Of the full-time employees, approximately 42 hold Ph.D., M.D. or equivalent degrees. None of our employees are represented by a collective bargaining arrangement, and we believe our relationship with our employees is good. Recruiting and retaining qualified scientific personnel to perform research and development work in the future will be critical to our success. We may not be able to attract and retain personnel on acceptable terms given the competition among biotechnology, pharmaceutical and health care companies, universities and non-profit research institutions for experienced scientists. In addition, we rely on a number of consultants to assist us in formulating our research and development strategies.

Insurance

We maintain product liability insurance for our clinical trials. We intend to expand our insurance coverage to include the sale of commercial products if marketing approval is obtained for products in development. However, insurance coverage is becoming increasingly expensive, and we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to liability. In addition, we may not be able to obtain commercially reasonable product liability insurance for any products approved for marketing.

Available Information

Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to reports filed pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended, are available on our website at *www.neurocrine.com*, when such reports are available on the Securities and Exchange Commission website.

Additionally, copies of our annual report will be made available, free of charge, upon written request.

ITEM 1A. *RISK FACTORS*

Risks Related to Our Company

Our clinical trials may fail to demonstrate the safety and efficacy of our product candidates, which could prevent or significantly delay their regulatory approval.

Before obtaining regulatory approval for the sale of any of our potential products, we must subject these product candidates to extensive preclinical and clinical testing to demonstrate their safety and efficacy for humans. Clinical trials are expensive, time-consuming and may take years to complete.

In connection with the clinical trials of our product candidates, we face the risks that:

- the product candidate may not prove to be effective;
- we may discover that a product candidate may cause harmful side effects;
- the results may not replicate the results of earlier, smaller trials;
- we or the FDA or similar foreign regulatory authorities may suspend the trials;
- the results may not be statistically significant;
- patient recruitment may be slower than expected; and
- patients may drop out of the trials.

For example, we announced in 2006 that the results of our Phase II clinical trials using our altered peptide ligand (APL) technology did not meet their primary endpoints, although the products were safe and well tolerated. Based on these results, we discontinued the development of our APL programs. As another example, there is uncertainty regarding future development of indiplon as a result of the 2006 FDA Approvable Letter, 2007 FDA Approvable Letter and FDA Not Approvable Letter.

In addition, late stage clinical trials are often conducted with patients having the most advanced stages of disease. During the course of treatment, these patients can die or suffer other adverse medical effects for reasons that may not be related to the pharmaceutical agent being tested but which can nevertheless adversely affect clinical trial results. Any failure or substantial delay in completing clinical trials for our product candidates may severely harm our business.

We depend on continuing our current collaborations and developing additional collaborations to develop and commercialize our product candidates.

Our strategy for developing and commercializing our products is dependent upon maintaining our current arrangements and establishing new arrangements with research collaborators, corporate collaborators and others. We have active collaboration agreements with GlaxoSmithKline and Dainippon Sumitomo Pharma Co. Ltd. and previously have had collaborations with Pfizer, Wyeth, Johnson & Johnson, and Eli Lilly and Company. We historically have been dependent upon these corporate collaborators to provide adequate funding for a number of our programs. Under these arrangements, our corporate collaborators are typically responsible for:

- selecting compounds for subsequent development as drug candidates;
- conducting preclinical studies and clinical trials and obtaining required regulatory approvals for these drug candidates; and
- manufacturing and commercializing any resulting drugs.

Because we expect to continue to rely heavily on corporate collaborators, the development and commercialization of our programs would be substantially delayed if one or more of our current or future collaborators:

- failed to select a compound that we have discovered for subsequent development into marketable products;
- failed to gain the requisite regulatory approvals of these products;
- did not successfully commercialize products that we originate;
- did not conduct its collaborative activities in a timely manner;
- did not devote sufficient time and resources to our partnered programs or potential products;
- terminated its alliance with us;
- developed, either alone or with others, products that may compete with our products;
- disputed our respective allocations of rights to any products or technology developed during our collaborations; or

- merged with a third party that wants to terminate the collaboration.

These issues and possible disagreements with current or future corporate collaborators could lead to delays in the collaborative research, development or commercialization of many of our product candidates. Furthermore, disagreements with these parties could require or result in litigation or arbitration, which would be time-consuming and expensive. If any of these issues arise, it may delay the development and commercialization of drug candidates and, ultimately, our generation of product revenues.

If we cannot raise additional funding, we may be unable to complete development of our product candidates.

We may require additional funding to continue our research and product development programs, to conduct preclinical studies and clinical trials, for operating expenses and to pursue regulatory approvals for product candidates, for the costs involved in filing and prosecuting patent application and enforcing or defending patent claims, if any, as well as costs associated with litigation matters, product in-licensing and any possible acquisitions, and we may require additional funding to establish manufacturing and marketing capabilities in the future. We believe that our existing capital resources, together with interest income, and future payments due under our strategic alliances, will be sufficient to satisfy our current and projected funding requirements for at least the next 12 months. However, these resources might be insufficient to conduct research and development programs as planned. If we cannot obtain adequate funds, we may be required to curtail significantly one or more of our research and development programs or obtain funds through additional arrangements with corporate collaborators or others that may require us to relinquish rights to some of our technologies or product candidates.

Our future capital requirements will depend on many factors, including:

- continued scientific progress in our research and development programs;
- the magnitude of our research and development programs;
- progress with preclinical testing and clinical trials;
- the time and costs involved in obtaining regulatory approvals;
- the costs involved in filing and pursuing patent applications and enforcing patent claims;
- competing technological and market developments;
- the establishment of additional strategic alliances;
- the cost of commercialization activities and arrangements, including manufacturing of our product candidates; and
- the cost of product in-licensing and any possible acquisitions.

We intend to seek additional funding through strategic alliances, and may seek additional funding through public or private sales of our securities, including equity securities. For example, we have an effective shelf registration statement on file with the Securities and Exchange Commission which allows us to issue shares of our common stock from time to time for an aggregate initial offering price of up to $150 million. In addition, we have previously financed capital purchases and may continue to pursue opportunities to obtain additional debt financing in the future. However, additional equity or debt financing might not be available on reasonable terms, if at all. Any additional equity financings will be dilutive to our stockholders and any additional debt financings may involve operating covenants that restrict our business.

Our pending securities class action litigation could divert management's attention and harm our business.

The market price of our common stock declined significantly following our May 16, 2006 announcement of the FDA's action letters with respect to indiplon. In June 2007, two class action lawsuits (which have since been consolidated) were filed alleging, among other things, that we and certain of our officers and directors violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. Also in June 2007, a shareholder

derivative lawsuit was filed alleging, among other things, that certain of our current and former officers and directors breached their fiduciary duties by directing us to make allegedly false statements about such matters. In January 2008, we and the individual officers and directors filed a motion to dismiss the consolidated class action lawsuit. The shareholder derivative lawsuit has been stayed pending resolution of the motion to dismiss the federal class action lawsuit. We cannot currently predict the outcome of this litigation, which may be expensive and divert our management's attention and resources from operating the business. Additionally, we may not be successful in having such litigation dismissed or settled within the limits of our insurance.

Our restructuring activities could result in management distractions, operational disruptions and other difficulties.

As a result of the uncertainty in the future development of indiplon capsules and tablets, we have initiated restructuring activities in an effort to reduce operating costs, including a work force reduction announced in December 2007. Employees whose positions were eliminated in connection with this reduction may seek future employment with our competitors. Although all employees are required to sign a confidentiality agreement with us at the time of hire, we cannot assure you that the confidential nature of our proprietary information will be maintained in the course of such future employment. Any additional restructuring efforts could divert the attention of our management away from our operations, harm our reputation and increase our expenses. We cannot assure you that we will not undertake additional restructuring activities, that any of our restructuring efforts will be successful, or that we will be able to realize the cost savings and other anticipated benefits from our previous or future restructuring plans. In addition, if we continue to reduce our workforce, it may adversely impact our ability to respond rapidly to any new growth opportunities.

There is uncertainty regarding future development of our product candidate, indiplon, and we may not be able to meet the requirements to receive regulatory approvals for it.

Based on the results of preclinical studies and Phase I, Phase II and Phase III clinical trials on indiplon, as well as a non-clinical data package related to indiplon manufacturing, formulation and commercial product development, we assembled and filed with the FDA New Drug Applications (NDAs) for both indiplon capsules and indiplon tablets. On May 15, 2006, we received two complete responses from the FDA regarding our indiplon capsule and tablet NDAs. These responses indicated that indiplon 5mg and 10mg capsules were approvable (2006 FDA Approvable Letter) and that the 15mg tablets were not approvable (FDA Not Approvable Letter).

The 2006 FDA Approvable Letter requested that we reanalyze data from certain preclinical and clinical studies to support approval of indiplon 5mg and 10mg capsules for sleep initiation and middle of the night dosing. The 2006 FDA Approvable Letter also requested reexamination of the safety analyses. We held an end-of-review meeting with the FDA related to the 2006 FDA Approvable Letter in August 2006. This meeting was specifically focused on determining the actions needed to bring indiplon capsules from Approvable to Approval in the resubmission of the NDA for indiplon capsules. At the meeting the FDA requested that the resubmission include further analyses and modifications of analyses previously submitted to address questions raised by the FDA in the initial review. This reanalysis was completed. The FDA also requested, and we completed, a supplemental pharmacokinetic/food effect profile of indiplon capsules including several meal types.

On June 12, 2007, we resubmitted our NDA for indiplon 5mg and 10mg capsules seeking clearance to market indiplon capsules for the treatment of insomnia. The FDA accepted the NDA resubmission and established a Prescription Drug User Fee Act (PDUFA) date of December 12, 2007. On December 12, 2007 we received an action letter from the FDA stating the indiplon 5mg and 10mg capsules are approvable (2007 FDA Approvable Letter). The 2007 FDA Approvable Letter acknowledged that the resubmitted NDA had addressed the issues raised in the 2006 FDA Approvable Letter, but set forth new requirements. The new requirements set forth in the 2007 FDA Approvable Letter are the following: (i) an objective/subjective clinical trial in the elderly, (ii) a safety study assessing the rates of adverse events occurring with indiplon when compared to a marketed product and (iii) a preclinical study to evaluate indiplon administration during the third trimester of pregnancy. We have requested and have been granted a formal meeting with the FDA, during the first quarter of 2008, to discuss the 2007 FDA

Approvable Letter. After receipt of the 2007 FDA Approvable Letter, we ceased all indiplon clinical development activities in the United States as well as all pre-commercialization activities.

The FDA Not Approvable Letter for the tablets requested that we reanalyze certain safety and efficacy data and questioned the sufficiency of the objective sleep maintenance clinical data with the 15mg tablet in view of the fact that the majority of our indiplon tablet studies were conducted with doses higher than 15mg. We held an end-of-review meeting with the FDA related to the FDA Not Approvable Letter in October 2006. This meeting was specifically focused on determining the actions needed to bring indiplon tablets from Not Approvable to Approval in the resubmission of the NDA for indiplon tablets. The FDA has requested additional long-term safety and efficacy data with the 15mg dose for the adult population and the development of a separate dose for the elderly population. In discussions, we and the FDA noted positive efficacy data for sleep maintenance with both indiplon capsules and tablets. The evaluation of indiplon for sleep maintenance includes both indiplon capsules and tablets. If we are unable to conduct the clinical trials or if these clinical trials do not demonstrate the safety and efficacy of indiplon tablets, we may not be able to resubmit the NDA for indiplon tablets. If we do obtain positive results from these clinical trials, we would then refile the NDA for indiplon tablets.

The process of preparing and resubmitting the NDAs for indiplon capsules and tablets will require significant resources and could be time consuming and subject to unanticipated delays and cost. As a result of the 2006 FDA Approvable Letter, 2007 FDA Approvable Letter and FDA Not Approvable Letter, there is a significant amount of uncertainty regarding the future development of indiplon capsules and tablets. Should the NDAs be refiled, the FDA could again refuse to approve one or both NDAs, or could still require additional data analysis or clinical trials, which would require substantial expenditures by us and would further delay the approval process. Even if our indiplon NDAs are approved, the FDA may determine that our data do not support elements of the labeling we have requested. In such a case, the labeling actually granted by the FDA could limit the commercial success of the product. The FDA could also require Phase IV, or post-marketing, trials to study the long-term effects of indiplon and could withdraw its approval based on the results of those trials. We face the risk that for any of the reasons described above, as well as other reasons set forth herein, indiplon may never be approved by the FDA or commercialized anywhere in the world.

If we determine that it is impractical or we are unable to refile one or both NDAs, or the FDA refuses to accept or approve the resubmitted NDAs for any reason or we experience a further delay in approval and subsequent commercialization of indiplon, our business and reputation would be harmed and our stock price would decline.

We have a history of losses and expect to incur losses and negative operating cash flows for the near future, and we may never achieve sustained profitability.

Since our inception, we have incurred significant net losses, including net losses of $207.3 million and $107.2 million for the years ended December 31, 2007 and 2006, respectively. As a result of ongoing operating losses, we had an accumulated deficit of $614.7 million and $407.4 million as of December 31, 2007 and 2006, respectively. We do not expect to be profitable for the year ended December 31, 2008.

We have not yet obtained regulatory approvals of any products and, consequently, have not generated revenues from the sale of products. Even if we succeed in developing and commercializing one or more of our drugs, we may not be profitable. We also expect to continue to incur significant operating and capital expenditures as we:

- seek regulatory approvals for our product candidates;
- develop, formulate, manufacture and commercialize our drugs;
- in-license or acquire new product development opportunities;
- implement additional internal systems and infrastructure; and
- hire additional clinical, scientific and marketing personnel.

We also expect to experience negative cash flow for the near future as we fund our operating losses, in-licensing or acquisition opportunities, and capital expenditures. We will need to generate significant revenues to achieve and maintain profitability and positive cash flow. We may not be able to generate these revenues, and we

may never achieve profitability in the future. Our failure to achieve or maintain profitability could negatively impact the market price of our common stock. Even if we become profitable, we cannot assure you that we would be able to sustain or increase profitability on a quarterly or annual basis.

Because our operating results may vary significantly in future periods, our stock price may decline.

Our quarterly revenues, expenses and operating results have fluctuated in the past and are likely to fluctuate significantly in the future. Our revenues are unpredictable and may fluctuate, among other reasons, due to our achievement of product development objectives and milestones, clinical trial enrollment and expenses, research and development expenses and the timing and nature of contract manufacturing and contract research payments. A high portion of our costs are predetermined on an annual basis, due in part to our significant research and development costs. Thus, small declines in revenue could disproportionately affect operating results in a quarter. Because of these factors, our operating results in one or more future quarters may fail to meet the expectations of securities analysts or investors, which could cause our stock price to decline.

We license some of our core technologies and drug candidates from third parties. If we default on any of our obligations under those licenses, we could lose our rights to those technologies and drug candidates.

We are dependent on licenses from third parties for some of our key technologies. These licenses typically subject us to various commercialization, reporting and other obligations. If we fail to comply with these obligations, we could lose important rights. For example, we have licensed indiplon from DOV. In addition, we license some of the core technologies used in our collaborations from third parties, including the CRF receptor we license from The Salk Institute and use in our CRF program, and Urocortin 2 which we license from Research Development Foundation. Other in-licensed technologies, such as the GnRH receptor we license from Mount Sinai School of Medicine, will be important for future collaborations for our GnRH program. If we were to default on our obligations under any of our licenses, we could lose some or all of our rights to develop, market and sell products covered by these licenses. Likewise, if we were to lose our rights under a license to use proprietary research tools, it could adversely affect our existing collaborations or adversely affect our ability to form new collaborations. We also face the risk that our licensors could, for a number of reasons, lose patent protection or lose their rights to the technologies we have licensed, thereby impairing or extinguishing our rights under our licenses with them.

Because the development of our product candidates is subject to a substantial degree of technological uncertainty, we may not succeed in developing any of our product candidates.

All of our product candidates are in research, clinical development or in registration with the FDA. Only a small number of research and development programs ultimately result in commercially successful drugs. Potential products that appear to be promising at early stages of development may not reach the market for a number of reasons. These reasons include the possibilities that the potential products may:

- be found ineffective or cause harmful side effects during preclinical studies or clinical trials;
- fail to receive necessary regulatory approvals on a timely basis or at all;
- be precluded from commercialization by proprietary rights of third parties;
- be difficult to manufacture on a large scale; or
- be uneconomical to commercialize or fail to achieve market acceptance.

If any of our products encounters any of these potential problems, we may never successfully market that product.

We have limited marketing experience, sales force or distribution capabilities, and if our products are approved, we may not be able to commercialize them successfully.

Although we do not currently have any marketable products, our ability to produce revenues ultimately depends on our ability to sell our products if and when they are approved by the FDA. We currently have limited experience in marketing and selling pharmaceutical products. If we fail to establish successful marketing and sales

capabilities or fail to enter into successful marketing arrangements with third parties, our product revenues will suffer.

The independent clinical investigators and contract research organizations that we rely upon to conduct our clinical trials may not be diligent, careful or timely, and may make mistakes, in the conduct of our trials.

We depend on independent clinical investigators and contract research organizations, or CROs, to conduct our clinical trials under their agreements with us. The investigators are not our employees, and we cannot control the amount or timing of resources that they devote to our programs. If independent investigators fail to devote sufficient time and resources to our drug development programs, or if their performance is substandard, it may delay or prevent the approval of our FDA applications and our introduction of new drugs. The CROs we contract with for execution of our clinical trials play a significant role in the conduct of the trials and the subsequent collection and analysis of data. Failure of the CROs to meet their obligations could adversely affect clinical development of our products. Moreover, these independent investigators and CROs may also have relationships with other commercial entities, some of which may compete with us. If independent investigators and CROs assist our competitors at our expense, it could harm our competitive position.

We have no manufacturing capabilities. If third-party manufacturers of our product candidates fail to devote sufficient time and resources to our concerns, or if their performance is substandard, our clinical trials and product introductions may be delayed and our costs may rise.

We have in the past utilized, and intend to continue to utilize, third-party manufacturers to produce the drug compounds we use in our clinical trials and for the potential commercialization of our future products. We have no experience in manufacturing products for commercial purposes and do not currently have any manufacturing facilities. Consequently, we depend on, and will continue to depend on, several contract manufacturers for all production of products for development and commercial purposes. If we are unable to obtain or retain third-party manufacturers, we will not be able to develop or commercialize our products. The manufacture of our products for clinical trials and commercial purposes is subject to specific FDA regulations. Our third-party manufacturers might not comply with FDA regulations relating to manufacturing our products for clinical trials and commercial purposes or other regulatory requirements now or in the future. Our reliance on contract manufacturers also exposes us to the following risks:

- contract manufacturers may encounter difficulties in achieving volume production, quality control and quality assurance, and also may experience shortages in qualified personnel. As a result, our contract manufacturers might not be able to meet our clinical schedules or adequately manufacture our products in commercial quantities when required;
- switching manufacturers may be difficult because the number of potential manufacturers is limited. It may be difficult or impossible for us to find a replacement manufacturer quickly on acceptable terms, or at all;
- our contract manufacturers may not perform as agreed or may not remain in the contract manufacturing business for the time required to successfully produce, store or distribute our products; and
- drug manufacturers are subject to ongoing periodic unannounced inspection by the FDA, the DEA, and corresponding state agencies to ensure strict compliance with good manufacturing practices and other government regulations and corresponding foreign standards. We do not have control over third-party manufacturers' compliance with these regulations and standards.

Our current dependence upon third parties for the manufacture of our products may harm our profit margin, if any, on the sale of our future products and our ability to develop and deliver products on a timely and competitive basis.

If we are unable to retain and recruit qualified scientists or if any of our key senior executives discontinues his or her employment with us, it may delay our development efforts.

We are highly dependent on the principal members of our management and scientific staff. The loss of any of these people could impede the achievement of our development objectives. Furthermore, recruiting and retaining qualified scientific personnel to perform research and development work in the future is critical to our success. We may be unable to attract and retain personnel on acceptable terms given the competition among biotechnology, pharmaceutical and health care companies, universities and non-profit research institutions for experienced scientists. In addition, we rely on a significant number of consultants to assist us in formulating our research and development strategy. All of our consultants are employed by employers other than us. They may have commitments to, or advisory or consulting agreements with, other entities that may limit their availability to us.

We may be subject to claims that we or our employees have wrongfully used or disclosed alleged trade secrets of their former employers.

As is commonplace in the biotechnology industry, we employ individuals who were previously employed at other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although no claims against us are currently pending, we may be subject to claims that these employees or we have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of their former employers. Litigation may be necessary to defend against these claims. Even if we are successful in defending against these claims, litigation could result in substantial costs and be a distraction to management.

Governmental and third-party payors may impose sales and pharmaceutical pricing controls on our products that could limit our product revenues and delay profitability.

The continuing efforts of government and third-party payors to contain or reduce the costs of health care through various means may reduce our potential revenues. These payors' efforts could decrease the price that we receive for any products we may develop and sell in the future. In addition, third-party insurance coverage may not be available to patients for any products we develop. If government and third-party payors do not provide adequate coverage and reimbursement levels for our products, or if price controls are enacted, our product revenues will suffer.

If physicians and patients do not accept our products, we may not recover our investment.

The commercial success of our products, if they are approved for marketing, will depend upon the acceptance of our products as safe and effective by the medical community and patients.

The market acceptance of our products could be affected by a number of factors, including:

- the timing of receipt of marketing approvals;
- the safety and efficacy of the products;
- the success of existing products addressing our target markets or the emergence of equivalent or superior products; and
- the cost-effectiveness of the products.

In addition, market acceptance depends on the effectiveness of our marketing strategy, and, to date, we have very limited sales and marketing experience or capabilities. If the medical community and patients do not ultimately accept our products as being safe, effective, superior and/or cost-effective, we may not recover our investment.

Compliance with changing regulation of corporate governance and public disclosure may result in additional expenses.

Changing laws, regulations and standards relating to corporate governance and public disclosure, including the Sarbanes-Oxley Act of 2002, new SEC regulations and Nasdaq rules, are creating uncertainty for companies such as ours. These new or changed laws, regulations and standards are subject to varying interpretations in many cases due

to their lack of specificity, and as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies, which could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices. We are committed to maintaining high standards of corporate governance and public disclosure. As a result, our efforts to comply with evolving laws, regulations and standards have resulted in, and are likely to continue to result in, increased general and administrative expenses and management time related to compliance activities. In particular, our efforts to comply with Section 404 of the Sarbanes-Oxley Act of 2002 and the related regulations regarding our required assessment of our internal controls over financial reporting and our independent registered public accounting firm's audit of that assessment requires the commitment of significant financial and managerial resources. We expect these efforts to require the continued commitment of significant resources. If we fail to comply with new or changed laws, regulations and standards, our reputation may be harmed and we might be subject to sanctions or investigation by regulatory authorities, such as the Securities and Exchange Commission. Any such action could adversely affect our financial results and the market price of our common stock.

The price of our common stock is volatile.

The market prices for securities of biotechnology and pharmaceutical companies historically have been highly volatile, and the market has from time to time experienced significant price and volume fluctuations that are unrelated to the operating performance of particular companies. Over the course of the last 12 months, the price of our common stock has ranged from approximately $4 per share to approximately $15 per share. The market price of our common stock may fluctuate in response to many factors, including:

- developments related to the FDA approval process for indiplon;
- the results of our clinical trials;
- developments concerning our strategic alliance agreements;
- announcements of technological innovations or new therapeutic products by us or others;
- developments in patent or other proprietary rights;
- future sales of our common stock by existing stockholders;
- comments by securities analysts;
- general market conditions;
- fluctuations in our operating results;
- government regulation;
- health care reimbursement;
- failure of any of our product candidates, if approved, to achieve commercial success; and
- public concern as to the safety of our drugs.

Risks Related to Our Industry

We may not receive regulatory approvals for our product candidates or approvals may be delayed.

Regulation by government authorities in the United States and foreign countries is a significant factor in the development, manufacture and marketing of our proposed products and in our ongoing research and product development activities. Any failure to receive the regulatory approvals necessary to commercialize our product candidates would harm our business. The process of obtaining these approvals and the subsequent compliance with federal and state statutes and regulations require spending substantial time and financial resources. If we fail or our collaborators or licensees fail to obtain or maintain, or encounter delays in obtaining or maintaining, regulatory approvals, it could adversely affect the marketing of any products we develop, our ability to receive product or royalty revenues, our recovery of prepaid royalties, and our liquidity and capital resources. All of our products are in research and development, and we have not yet received regulatory approval to commercialize any product from the

FDA or any other regulatory body. In addition, we have limited experience in filing and pursuing applications necessary to gain regulatory approvals, which may impede our ability to obtain such approvals.

In particular, human therapeutic products are subject to rigorous preclinical testing and clinical trials and other approval procedures of the FDA and similar regulatory authorities in foreign countries. The FDA regulates, among other things, the development, testing, manufacture, safety, efficacy, record keeping, labeling, storage, approval, advertising, promotion, sale and distribution of biopharmaceutical products. Securing FDA approval requires the submission of extensive preclinical and clinical data and supporting information to the FDA for each indication to establish the product candidate's safety and efficacy. The approval process may take many years to complete and may involve ongoing requirements for post-marketing studies. Any FDA or other regulatory approval of our product candidates, once obtained, may be withdrawn. If our potential products are marketed abroad, they will also be subject to extensive regulation by foreign governments.

We face intense competition, and if we are unable to compete effectively, the demand for our products, if any, may be reduced.

The biotechnology and pharmaceutical industries are subject to rapid and intense technological change. We face, and will continue to face, competition in the development and marketing of our product candidates from academic institutions, government agencies, research institutions and biotechnology and pharmaceutical companies.

Competition may also arise from, among other things:

- other drug development technologies;
- methods of preventing or reducing the incidence of disease, including vaccines; and
- new small molecule or other classes of therapeutic agents.

Developments by others may render our product candidates or technologies obsolete or noncompetitive.

We are performing research on or developing products for the treatment of several disorders including endometriosis, irritable bowel syndrome, anxiety, depression, pain, diabetes, insomnia, and other neurological and endocrine related diseases and disorders, and there are a number of competitors to products in our research pipeline. If one or more of our competitors' products or programs are successful, the market for our products may be reduced or eliminated.

Compared to us, many of our competitors and potential competitors have substantially greater:

- capital resources;
- research and development resources, including personnel and technology;
- regulatory experience;
- preclinical study and clinical testing experience;
- manufacturing and marketing experience; and
- production facilities.

If we are unable to protect our intellectual property, our competitors could develop and market products based on our discoveries, which may reduce demand for our products.

Our success will depend on our ability to, among other things:

- obtain patent protection for our products;
- preserve our trade secrets;
- prevent third parties from infringing upon our proprietary rights; and
- operate without infringing upon the proprietary rights of others, both in the United States and internationally.

Because of the substantial length of time and expense associated with bringing new products through the development and regulatory approval processes in order to reach the marketplace, the pharmaceutical industry places considerable importance on obtaining patent and trade secret protection for new technologies, products and processes. Accordingly, we intend to seek patent protection for our proprietary technology and compounds. However, we face the risk that we may not obtain any of these patents and that the breadth of claims we obtain, if any, may not provide adequate protection of our proprietary technology or compounds.

We also rely upon unpatented trade secrets and improvements, unpatented know-how and continuing technological innovation to develop and maintain our competitive position, which we seek to protect, in part, through confidentiality agreements with our commercial collaborators, employees and consultants. We also have invention or patent assignment agreements with our employees and some, but not all, of our commercial collaborators and consultants. However, if our employees, commercial collaborators or consultants breach these agreements, we may not have adequate remedies for any such breach, and our trade secrets may otherwise become known or independently discovered by our competitors.

In addition, although we own a number of patents, the issuance of a patent is not conclusive as to its validity or enforceability, and third parties may challenge the validity or enforceability of our patents. We cannot assure you how much protection, if any, will be given to our patents if we attempt to enforce them and they are challenged in court or in other proceedings. It is possible that a competitor may successfully challenge our patents or that challenges will result in limitations of their coverage. Moreover, competitors may infringe our patents or successfully avoid them through design innovation. To prevent infringement or unauthorized use, we may need to file infringement claims, which are expensive and time-consuming. In addition, in an infringement proceeding a court may decide that a patent of ours is not valid or is unenforceable, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover its technology. Interference proceedings declared by the United States Patent and Trademark Office (USPTO) may be necessary to determine the priority of inventions with respect to our patent applications or those of our licensors. Litigation or interference proceedings may fail and, even if successful, may result in substantial costs and be a distraction to management. We cannot assure you that we will be able to prevent misappropriation of our proprietary rights, particularly in countries where the laws may not protect such rights as fully as in the United States.

The technologies we use in our research as well as the drug targets we select may infringe the patents or violate the proprietary rights of third parties.

We cannot assure you that third parties will not assert patent or other intellectual property infringement claims against us or our collaborators with respect to technologies used in potential products. If a patent infringement suit were brought against us or our collaborators, we or our collaborators could be forced to stop or delay developing, manufacturing or selling potential products that are claimed to infringe a third party's intellectual property unless that party grants us or our collaborators rights to use its intellectual property. In such cases, we could be required to obtain licenses to patents or proprietary rights of others in order to continue to commercialize our products. However, we may not be able to obtain any licenses required under any patents or proprietary rights of third parties on acceptable terms, or at all. Even if our collaborators or we were able to obtain rights to the third party's intellectual property, these rights may be non-exclusive, thereby giving our competitors access to the same intellectual property. Ultimately, we may be unable to commercialize some of our potential products or may have to cease some of our business operations as a result of patent infringement claims, which could severely harm our business.

We face potential product liability exposure far in excess of our limited insurance coverage.

The use of any of our potential products in clinical trials, and the sale of any approved products, may expose us to liability claims. These claims might be made directly by consumers, health care providers, pharmaceutical companies or others selling our products. We have obtained limited product liability insurance coverage for our clinical trials in the amount of $10 million per occurrence and $10 million in the aggregate. However, our insurance may not reimburse us or may not be sufficient to reimburse us for any expenses or losses we may suffer. Moreover, insurance coverage is becoming increasingly expensive, and we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to liability. We intend to expand our

insurance coverage to include the sale of commercial products if we obtain marketing approval for product candidates in development, but we may be unable to obtain commercially reasonable product liability insurance for any products approved for marketing. On occasion, juries have awarded large judgments in class action lawsuits based on drugs that had unanticipated side effects. A successful product liability claim or series of claims brought against us would decrease our cash reserves and could cause our stock price to fall.

Our activities involve hazardous materials, and we may be liable for any resulting contamination or injuries.

Our research activities involve the controlled use of hazardous materials. We cannot eliminate the risk of accidental contamination or injury from these materials. If an accident occurs, a court may hold us liable for any resulting damages, which may harm our results of operations and cause us to use a substantial portion of our cash reserves, which would force us to seek additional financing.

ITEM 1B. ***UNRESOLVED STAFF COMMENTS***

None.

ITEM 2. ***PROPERTIES***

We lease our facility which has approximately 200,000 square feet of laboratory and office space in San Diego, California, of which approximately 85% is allocated to research and development activities. We sold our facility and associated real property for $109.0 million in a sale leaseback transaction in December 2007 and have entered into a twelve year lease with the purchaser whereby we retain certain options to repurchase the facility and associated real property. We believe that our property and equipment are generally well maintained and in good operating condition.

ITEM 3. ***LEGAL PROCEEDINGS***

On June 19, 2007, Construction Laborers Pension Trust of Greater St. Louis filed a purported class action lawsuit in the United States District Court for the Southern District of California under the caption Construction Laborers Pension Trust of Greater St. Louis v. Neurocrine Biosciences, Inc. On June 26, 2007, a second purported class action lawsuit was filed. On October 16, 2007, both purported class action lawsuits were consolidated into one action under the caption In re Neurocrine Biosciences, Inc. Securities Litigation, 07-cv-1111-IEG-RBB. The court also selected lead plaintiffs and ordered lead plaintiffs to file a consolidated complaint. On November 30, 2007, lead plaintiffs filed a consolidated amended complaint, which is now the operative complaint in the litigation. The complaint alleges, among other things, that we and certain of our officers and directors violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. On January 11, 2008, we and the individual defendants filed a motion to dismiss the complaint. Briefing on the motion to dismiss is expected to be completed in March 2008, and a hearing on the motion is currently scheduled for April 7, 2008.

In addition, on June 25, 2007, a shareholder derivative complaint was filed in the Superior Court of the State of California for the County of San Diego by Ralph Lipeles under the caption, Lipeles v. Lyons. The complaint was brought purportedly on our behalf against certain current and former officers and directors and alleges, among other things, that the named officers and directors breached their fiduciary duties by directing us to make allegedly false statements about the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. All proceedings in this matter have been stayed pending resolution of the motion to dismiss the federal class action lawsuit.

We intend to take all appropriate action in responding to all of the complaints. Due to the uncertainty of the ultimate outcome of these matters, the impact, if any, on our future financial results is not subject to reasonable estimate as of December 31, 2007.

ITEM 4. ***SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS***

Not applicable.

PART II

ITEM 5. ***MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES***

Our common stock is traded on the Nasdaq Global Select Market under the symbol "NBIX." The following table sets forth for the periods indicated the high and low sale price for our common stock. These prices do not include retail markups, markdowns or commissions.

	High	Low
Year Ended December 31, 2006		
1st Quarter	$ 73.13	$ 57.45
2nd Quarter	65.13	8.61
3rd Quarter	11.75	8.57
4th Quarter	13.05	7.51
Year Ended December 31, 2007		
1st Quarter	$ 14.88	$ 10.03
2nd Quarter	14.38	11.13
3rd Quarter	12.34	9.20
4th Quarter	13.07	4.11

As of January 31, 2008, there were approximately 68 stockholders of record of our common stock. We have not paid any cash dividends on our common stock since inception and do not anticipate paying cash dividends in the foreseeable future.

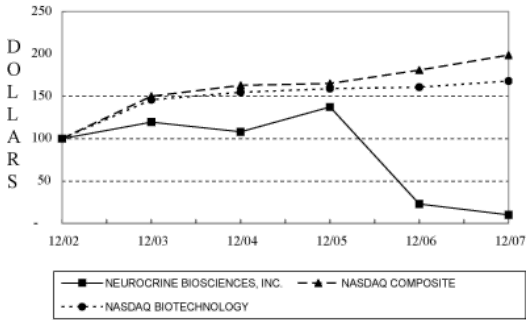
Information about our equity compensation plans is incorporated herein by reference to Item 12 of Part III of this Annual Report on Form 10-K.

Recent Sales of Unregistered Securities

There were no unregistered sales of equity securities during fiscal 2007.

Stock Performance Graph and Cumulative Total Return

The graph below shows the cumulative total stockholder return assuming the investment of $100 on the date specified (and the reinvestment of dividends thereafter) in each of (i) Neurocrine Biosciences common stock, (ii) The Nasdaq Composite Index and (iii) the Nasdaq Biotechnology Index. The comparisons in the graph below are based upon historical data and are not indicative of, or intended to forecast, future performance of our common stock or Indexes.



* **$100 INVESTED ON 12/31/02 IN STOCK OR INDEX - INCLUDING REINVESTMENT OF DIVIDENDS AT FISCAL YEARS ENDING DECEMBER 31.**

ITEM 6. ***SELECTED FINANCIAL DATA***

The following selected financial data have been derived from our audited financial statements. The information set forth below is not necessarily indicative of the results of future operations and should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K.

	2007	2006	2005	2004	2003
	(In thousands, except for loss per share data)				
STATEMENT OF OPERATIONS DATA					
Revenues:					
Sponsored research and development	$ 139	$ 6,716	$ 9,187	$ 27,156	$ 96,699
Milestones and license fees	986	16,038	92,702	57,612	41,126
Sales force allowance	—	16,480	22,000	—	—
Grant income and other revenues	99	—	—	408	1,253
Total revenues	1,224	39,234	123,889	85,176	139,078
Operating expenses:					
Research and development	81,985	97,678	106,628	115,066	177,271
Sales, general and administrative	37,481	54,873	42,333	22,444	20,594
Asset impairment	94,000	—	—	—	—
Total operating expenses	213,466	152,551	148,961	137,510	197,865
Loss from operations	(212,242)	(113,317)	(25,072)	(52,334)	(58,787)
Other income:					
Gain on sale of property	—	—	—	—	17,946
Interest income, net	4,943	6,112	2,881	6,640	10,743
Total other income	4,943	6,112	2,881	6,640	28,689
Loss before income taxes	(207,299)	(107,205)	(22,191)	(45,694)	(30,098)
Income taxes	—	—	—	79	158
Net loss	$ (207,299)	$ (107,205)	$ (22,191)	$ (45,773)	$ (30,256)
Net loss per common share:					
Basic and diluted	$ (5.45)	$ (2.84)	$ (0.60)	$ (1.26)	$ (0.93)
Shares used in calculation of net loss per common share:					
Basic and diluted	38,009	37,722	36,763	36,201	32,374
BALANCE SHEET DATA					
Cash, cash equivalents and short-term investments	$ 179,385	$ 182,604	$ 273,068	$ 301,129	$ 453,168
Working capital	153,041	173,542	245,617	254,230	361,797
Total assets	276,654	389,677	483,123	519,217	554,955
Long-term debt	—	49,152	53,590	59,452	32,473
Accumulated deficit	(614,650)	(407,351)	(300,146)	(277,955)	(232,182)
Total stockholders' equity	118,697	314,716	390,104	393,827	391,120

ITEM 7. ***MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS***

The following Management's Discussion and Analysis of Financial Condition and Results of Operations section contains forward-looking statements pertaining to, among other things, the expected continuation of our collaborative agreements, the receipt of research and development payments thereunder, the future achievement of various milestones in product development and the receipt of payments related thereto, the potential receipt of royalty payments, pre-clinical testing and clinical trials of potential products, the period of time that our existing capital resources will meet our funding requirements, and our financial results of operations. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of various risks and uncertainties, including those set forth in this Annual Report on Form 10-K under the heading "Item 1A. Risk Factors." See "Forward-Looking Statements" in Part I of this Annual Report on Form 10-K.

Overview

We discover, develop and intend to commercialize drugs for the treatment of neurological and endocrine-related diseases and disorders. Our product candidates address some of the largest pharmaceutical markets in the world, including endometriosis, irritable bowel syndrome, anxiety, depression, pain, diabetes, insomnia, and other neurological and endocrine related diseases and disorders. To date, we have not generated any revenues from the sale of products. We have funded our operations primarily through private and public offerings of our common stock and payments received under research and development agreements. We are developing certain products with corporate collaborators and intend to rely on existing and future collaborators to meet funding requirements. We expect to generate future net losses due to increases in operating expenses as product candidates are advanced through the various stages of clinical development. As of December 31, 2007, we had an accumulated deficit of $614.7 million and expect to incur operating losses in the near future, which may be greater than losses in prior years. We currently have eight programs in various stages of research and development, including five programs in clinical development. While we independently develop many of our product candidates, we are in a collaboration for two of our programs.

Indiplon developments. Based on the results of preclinical studies and Phase I, Phase II and Phase III clinical trials on indiplon, as well as a non-clinical data package related to indiplon manufacturing, formulation and commercial product development, we assembled and filed NDAs with the FDA for both indiplon capsules and indiplon tablets. On May 15, 2006, we received two complete responses from the FDA regarding our indiplon capsule and tablet NDAs. These responses indicated that indiplon 5mg and 10mg capsules were approvable (2006 FDA Approvable Letter) and that the 15mg tablets were not approvable (FDA Not Approvable Letter).

The FDA Not Approvable Letter for the tablets requested that we reanalyze certain safety and efficacy data and questioned the sufficiency of the objective sleep maintenance clinical data with the 15mg tablet in view of the fact that the majority of our indiplon tablet studies were conducted with doses higher than 15mg. We held an end-of-review meeting with the FDA related to the FDA Not Approvable Letter in October 2006. This meeting was specifically focused on determining the actions needed to bring indiplon tablets from Not Approvable to Approval in the resubmission of the NDA for indiplon tablets. The FDA has requested additional long-term safety and efficacy data with the 15mg dose for the adult population and the development of a separate dose for the elderly population. In discussions, we and the FDA noted positive efficacy data for sleep maintenance with both indiplon capsules and tablets. The evaluation of indiplon for sleep maintenance includes both indiplon capsules and tablets.

The 2006 FDA Approvable Letter requested that we reanalyze data from certain preclinical and clinical studies to support approval of indiplon 5mg and 10mg capsules for sleep initiation and middle of the night dosing. The 2006 FDA Approvable Letter also requested reexamination of the safety analyses. We held an end-of-review meeting with the FDA related to the 2006 FDA Approvable Letter in August 2006. This meeting was specifically focused on determining the actions needed to bring indiplon capsules from Approvable to Approval in the resubmission of the NDA for indiplon capsules. At the meeting the FDA requested that the resubmission include further analyses and modifications of analyses previously submitted to address questions raised by the FDA in the initial review. This reanalysis was completed. The FDA also requested, and we completed, a supplemental pharmacokinetic/food effect profile of indiplon capsules including several meal types.

On June 12, 2007, we resubmitted our NDA for indiplon 5mg and 10mg capsules seeking clearance to market indiplon capsules for the treatment of insomnia. The FDA accepted the NDA resubmission and established a Prescription Drug User Fee Act (PDUFA) date of December 12, 2007. On December 12, 2007 we received an action letter from the FDA stating the indiplon 5mg and 10mg capsules are approvable (2007 FDA Approvable Letter). The 2007 FDA Approvable Letter acknowledged that the resubmitted NDA had addressed the issues raised in the 2006 FDA Approvable Letter, but set forth new requirements. The new requirements set forth in the 2007 FDA Approvable Letter are the following: (i) an objective/subjective clinical trial in the elderly, (ii) a safety study assessing the rates of adverse events occurring with indiplon when compared to a marketed product and (iii) a preclinical study to evaluate indiplon administration during the third trimester of pregnancy.

We have requested and have been granted a formal meeting with the FDA, during the first quarter of 2008, to discuss the 2007 FDA Approvable Letter. After receipt of the 2007 FDA Approvable Letter, we ceased all indiplon clinical development activities in the United States as well as all pre-commercialization activities.

On June 22, 2006, we and Pfizer agreed to terminate our collaboration and license agreements to develop and co-promote indiplon effective December 19, 2006. As a result, we reacquired all worldwide rights for indiplon capsules and tablets and are responsible for any costs associated with development, registration, marketing and commercialization of indiplon.

On October 31, 2007, we entered into an exclusive license agreement with Dainippon Sumitomo Pharma Co. Ltd. (DSP), under which we licensed rights to indiplon to DSP and agreed to collaborate with DSP on the development and commercialization of indiplon in Japan. Pursuant to the license agreement, among other things, we received an up-front license fee of $20 million. We are also eligible to receive additional milestone payments upon specified future events related to the development and commercialization of indiplon in Japan. Should all milestones be achieved, we may be entitled to payments totaling an additional $115 million. Additionally, we are entitled to royalties from DSP on future sales of indiplon in Japan.

Restructuring programs and tender offer. In July 2006 and August 2006, we announced a restructuring program to prioritize research and development efforts and implement cost containment measures. As a result, we terminated our entire sales force in July 2006 and reduced our research and development and general and administrative staff in San Diego by approximately 100 employees in August 2006. In connection with this restructuring, we recorded a one-time charge of approximately $9.5 million in the third quarter of 2006, of which $2.8 million was included in research and development expense and $6.7 million was included in sales, general and administrative expense. Restructuring charges are comprised of salary continuation, outplacement services, and other miscellaneous costs related to these reductions in force. Substantially all of these expenses were paid in cash during the third quarter of 2006.

On September 26, 2006, we completed a Tender Offer (Offer) to holders of outstanding options to purchase our common stock under our 2003 Incentive Stock Plan (2003 Plan), 1992 Incentive Stock Plan (the 1992 Plan) and 2001 Stock Option Plan, as amended (the 2001 Plan). The Offer was for holders of options under the 2003 Plan to cancel their options in exchange for a lesser number of new options (a two-for-one exchange ratio) to purchase shares of our common stock issued under the 2003 Plan and for holders of options under the 1992 Plan and 2001 Plan to cancel one-half of their options and amend their remaining options to purchase shares of our common stock. The Offer was open to eligible employees and active consultants who held options with an exercise price of $20.00 or higher per share as of September 25, 2006. Certain executives and members of the Board of Directors were not eligible to participate in the Offer. Approximately 2.0 million options were exchanged or amended resulting in approximately 1.0 million new or amended option grants and approximately 1.0 million cancelled option grants at completion of the Offer. New or amended options under the Offer vest annually over a period of three years and have a weighted average exercise price of $10.90. Unamortized share based compensation expense, net of forfeiture rate, related to the Offer totaled approximately $8.7 million and is being amortized over 3 years commencing on the completion of the Offer.

In December 2007, after receipt of the 2007 FDA Approvable Letter, we announced another restructuring program to implement cost containment measures and to focus research and development efforts. As a result, we reduced our research and development and general and administrative staff in San Diego by approximately 125 employees. In connection with this restructuring, we recorded a one-time charge of approximately $6.9 million

in the fourth quarter of 2007, of which $4.9 million was included in research and development expense and $2.0 million was included in general and administrative expense. Restructuring charges are comprised of salary continuation, outplacement services, and other miscellaneous costs related to these reductions in force. Substantially all of these expenses will be paid in cash during the first quarter of 2008. During the first quarter of 2008, we will incur an additional $2.3 million charge for severance related to certain executives and other personnel departing the Company. We expect these reductions to reduce annual expenses by approximately $18.0 million.

Asset impairment. Additionally, during the fourth quarter of 2007, we recognized a non-cash impairment charge to earnings related to the impairment of a prepaid royalty. This prepaid royalty arose out of our acquisition, in February 2004, of Wyeth's financial interest in indiplon for approximately $95.0 million, consisting of $50.0 million in cash and $45.0 million in our common stock. This transaction decreased our overall royalty obligation on sales of indiplon from six percent to three and one-half percent. The receipt of the 2007 FDA Approvable Letter in December 2007 raised a significant amount of uncertainty regarding future development of indiplon. Based on this significant uncertainty, we determined that the prepaid royalty was impaired, and that a non-cash charge of $94.0 million related to this impairment was required under Statement of Financial Accounting Standards No. 144 (SFAS 144), "Accounting for the Impairment or Disposal of Long-Lived Assets."

Litigation matters. On June 19, 2007, Construction Laborers Pension Trust of Greater St. Louis filed a purported class action lawsuit in the United States District Court for the Southern District of California under the caption Construction Laborers Pension Trust of Greater St. Louis v. Neurocrine Biosciences, Inc. On June 26, 2007, a second purported class action lawsuit was filed. On October 16, 2007, both purported class action lawsuits were consolidated into one action under the caption In re Neurocrine Biosciences, Inc. Securities Litigation, 07-cv-1111-IEG-RBB. The court also selected lead plaintiffs and ordered lead plaintiffs to file a consolidated complaint. On November 30, 2007, lead plaintiffs filed a consolidated amended complaint, which is now the operative complaint in the litigation. The complaint alleges, among other things, that we and certain of our officers and directors violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. On January 11, 2008, we and the individual defendants filed a motion to dismiss the complaint. Briefing on the motion to dismiss is expected to be completed in March 2008, and a hearing on the motion is currently scheduled for April 7, 2008.

In addition, on June 25, 2007, a shareholder derivative complaint was filed in the Superior Court of the State of California for the County of San Diego by Ralph Lipeles under the caption, Lipeles v. Lyons. The complaint was brought purportedly on our behalf against certain current and former officers and directors and alleges, among other things, that the named officers and directors breached their fiduciary duties by directing us to make allegedly false statements about the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. All proceedings in this matter have been stayed pending resolution of the motion to dismiss the federal class action lawsuit.

We intend to take all appropriate action in responding to all of the complaints. Due to the uncertainty of the ultimate outcome of these matters, the impact, if any, on our future financial results is not subject to reasonable estimate as of December 31, 2007.

Sale-leaseback transaction. In December 2007, we closed the sale of our facility and associated real property for a purchase price of $109.0 million. As part of the sale we retired the entire $47.7 million in mortgage debt previously outstanding with respect to the facility and associated real property, and received cash of $61.0 million net of transaction costs and debt retirement. Upon the closing of the sale of the facility and associated real property, we entered into a lease agreement whereby we leased back the facility for an initial term of 12 years.

Under the terms of the lease, we pay a basic annual rent of $7.6 million (subject to an annual fixed percentage increase, as set forth in the agreement), plus a 3.5% annual management fee, property taxes and other normal and necessary expenses associated with the lease such as utilities, repairs and maintenance, etc. We have the right to extend the lease for two consecutive ten-year terms and will have the first right of refusal to lease, at market rates, any facilities built on the sold vacant lot. Additionally, we have a repurchase right to all of the properties which can be exercised during the fourth year of the lease.

In accordance with SFAS 98 “Accounting for Leases: Sale-Leaseback Transactions Involving Real Estate, Sales-Type Leases of Real Estate, Definition of the Lease Term, and Initial Direct Costs of Direct Financing Leases” (“SFAS 98”) and SFAS 66 “Accounting for Sales of Real Estate” we deferred a gain of approximately $46.5 million on the sale of the building and related vacant parcel. The deferred gain on the land and building will begin to be recognized upon expiration or exercise of the repurchase option.

In lieu of a cash security deposit under the lease agreement, Wells Fargo Bank, N.A. issued on our behalf a letter of credit in the amount of $5.7 million. The letter of credit is secured by a deposit of $6.4 million with the same bank.

Shelf Registration Statement. In November 2007, we filed a shelf registration statement with the Securities and Exchange Commission, which was declared effective in December 2007. The shelf registration statement allows us to issue shares of our common stock from time to time for an aggregate initial offering price of up to $150 million. The specific terms of offerings, if any, under the shelf registration statement would be established at the time of such offerings.

Critical Accounting Policies

Our discussion and analysis of our financial condition and results of operations is based upon financial statements that we have prepared in accordance with accounting principles generally accepted in the United States. The preparation of these financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities and expenses, and related disclosures. On an on-going basis, we evaluate these estimates, including those related to revenues under collaborative research agreements and grants, clinical trial accruals (research and development expense), debt, share-based compensation, investments, and fixed assets. Estimates are based on historical experience, information received from third parties and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The items in our financial statements requiring significant estimates and judgments are as follows:

Revenue Recognition

Revenues under collaborative research and development agreements are recognized as costs are incurred over the period specified in the related agreement or as the services are performed. These agreements are on a best-efforts basis, and do not require scientific achievement as a performance obligation, and provide for payment to be made when costs are incurred or the services are performed. All fees are nonrefundable to the collaborators. Upfront, nonrefundable payments for license fees and advance payments for sponsored research revenues received in excess of amounts earned are classified as deferred revenue and recognized as income over the contract or development period. Estimating the duration of the development period includes continual assessment of development stages and regulatory requirements. Milestone payments are recognized as revenue upon achievement of pre-defined scientific events, which requires substantive effort, and for which achievement of the milestone was not readily assured at the inception of the agreement. Revenues from grants are recognized based on a percentage-of-completion basis as the related costs are incurred.

Clinical Trial Costs

Research and development (R&D) expenses include related salaries, contractor fees, facilities costs, administrative expenses and allocations of corporate costs. All such costs are charged to R&D expense as incurred. These expenses result from our independent R&D efforts as well as efforts associated with collaborations, grants and in-licensing arrangements. In addition, we fund R&D and clinical trials at other companies and research institutions under agreements, which are generally cancelable. We review and accrue clinical trials expense based on work performed, which relies on estimates of total costs incurred based on patient enrollment, completion of studies and other events. We follow this method since reasonably dependable estimates of the costs applicable to various stages of a research agreement or clinical trial can be made. Accrued clinical costs are subject to revisions as trials progress to completion. Revisions are charged to expense in the period in which the facts that give rise to the revision become known. Historically, revisions have not resulted in material changes to R&D costs, however a modification in the protocol of a clinical trial or cancellation of a trial could result in a charge to our results of operations.

Share Based Payments

We grant stock options to purchase our common stock to our employees and directors under the 2003 Plan and grant stock options to certain employees pursuant to Employment Commencement Nonstatutory Stock Option Agreements. We also grant certain employees stock bonuses and restricted stock units under the 2003 Plan. Additionally, we have outstanding options that were granted under option plans from which we no longer make grants. The benefits provided under all of these plans are subject to the provisions of revised Statement of Financial Accounting Standards No. 123 (SFAS 123R), "Share-Based Payment," which we adopted effective January 1, 2006. We elected to use the modified prospective application in adopting SFAS 123R and therefore have not restated results for periods prior to its adoption. The valuation provisions of SFAS 123R apply to new awards and to awards that are outstanding on the adoption date and subsequently modified or cancelled. Our results of operations for fiscal 2007 were impacted by the recognition of non-cash expense related to the fair value of our share-based compensation awards. Share-based compensation expense recognized under SFAS 123R for the year ended December 31, 2007 was $10.0 million.

Stock option awards and restricted stock units generally vest over a three to four year period and expense is ratably recognized over those same time periods. However, due to certain retirement provisions in our stock plans, share-based compensation expense may be recognized over a shorter period of time, and in some cases the entire share-based compensation expense may be recognized upon grant of the share-based compensation award. Employees who are age 55 or older and have five or more years of service with us are entitled to accelerated vesting of certain unvested share-based compensation awards upon retirement. This retirement provision leads to variability in the quarterly expense amounts recognized under SFAS 123R, and therefore individual share-based compensation awards may impact earnings disproportionately in any individual fiscal quarter.

The determination of fair value of stock-based payment awards on the date of grant using the Black-Scholes model is affected by our stock price, as well as the input of other subjective assumptions. These assumptions include, but are not limited to, the expected term of stock options and our expected stock price volatility over the term of the awards. Our stock options have characteristics significantly different from those of traded options, and changes in the assumptions can materially affect the fair value estimates.

SFAS 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. If actual forfeitures vary from our estimates, we will recognize the difference in compensation expense in the period the actual forfeitures occur or when options vest.

Results of Operations for Years Ended December 31, 2007, 2006 and 2005

The following table summarizes our primary sources of revenue during the periods presented:

	Year Ended December 31,		
	2007	2006	2005
		(In thousands)	
Revenues under collaboration agreements:			
Pfizer	$ 12	$ 29,660	$ 121,397
GlaxoSmithKline (GSK)	126	9,074	2,492
Dainippon Sumitomo Pharma Co. Ltd. (DSP)	487	—	—
Other	500	500	—
Total revenue under collaboration agreements	1,125	39,234	123,889
Grant income	99	—	—
Total revenues	$ 1,224	$ 39,234	$ 123,889

Our revenues for the year ended December 31, 2007 were $1.2 million compared with $39.2 million in 2006. This decrease in revenues is primarily due to revenue recognized in 2006 under our former collaboration agreement with Pfizer. License fees, sponsored development revenue and sales force allowance revenue recognized under our Pfizer agreement were $6.5 million, $6.6 million and $16.5 million, respectively, in 2006. Additionally, during 2006, we recognized $9.0 million in milestones under our GSK collaboration agreement. The 2006 milestones

recognized under the GSK agreement relate to clinical advancements and initiation of two Phase II "proof of concept" clinical trials for generalized social anxiety disorder and irritable bowel syndrome in our CRF program. During 2007, we entered into an exclusive licensing agreement with DSP for indiplon in Japan, under which we recognized $0.5 million in revenue.

Our revenues for the year ended December 31, 2006 were $39.2 million compared with $123.9 million in 2005. This decrease in revenues is primarily due to milestones recognized in 2005 under our former collaboration agreement with Pfizer. During 2005, we recognized $70.0 million in milestones from Pfizer related to the FDA's accepting for review our NDA for indiplon capsules and tablets. License fees recognized under our Pfizer agreement decreased to $6.5 million in 2006 compared to $20.7 million in 2005. Sponsored development revenue from Pfizer declined to $6.6 million in 2006 compared to $8.7 million in 2005. We also recognized $16.5 million in sales force allowance revenue from Pfizer in 2006 compared to $22.0 million in 2005. Additionally, during 2006, we recognized $9.0 million in milestones under our GSK collaboration agreement compared to $2.0 million in 2005.

We expect revenues to increase during 2008 compared to 2007 primarily due to revenue recognized under the DSP agreement.

Research and development expenses decreased to $82.0 million during 2007 compared to $97.7 million in 2006. The $15.7 million decrease in research and development expenses was primarily due to cost savings related to our staff reductions in 2006. The decrease in research and development staff levels reduced personnel costs by $9.2 million (21%) in 2007 compared to 2006. External development costs decreased by $3.0 million to $24.3 million in 2007 compared to $27.3 million in 2006. External development costs for our GnRH clinical program increased to $16.7 million in 2007 compared to $11.1 million during 2006. External development costs related to our Urocortin 2 and sNRI programs decreased by $2.3 million and $1.7 million, respectively, in 2007 compared to 2006. External development costs related to our subsequently cancelled APL and H1 programs included expenses of $6.6 million during 2006. Additionally, laboratory costs decreased by $2.6 million during 2007 compared to 2006, primarily due to the staff reductions mentioned above. We currently have eight programs in various stages of research and development, including five programs in clinical development.

Research and development expenses decreased to $97.7 million during 2006 compared to $106.6 million in 2005. The $8.9 million decrease in 2006 research and development expenses is primarily attributed to the completion and termination of our two Phase II APL programs in 2006 combined with a reduction in clinical trial costs as several Phase III clinical trials for indiplon were completed in 2005. External development costs related to indiplon in 2006 were $4.2 million compared to $12.8 million in 2005. External development costs related to our APL programs was $2.7 million in 2006 compared to $8.5 million in 2005. These decreases in 2006 were partially offset by increases related to our GnRH and sNRI programs. GnRH external development costs increased to $11.1 million in 2006 from $10.1 million in 2005 due to expansion of Phase II studies in endometriosis. External development costs related to sNRI increased to $2.4 million in 2006 from $0.2 million in 2005 due to product manufacturing and preclinical study costs. Additionally, scientific personnel costs increased to $44.2 million in 2006 compared to $36.0 million in 2005. The increase in scientific personnel costs was primarily due to expenses of $6.3 million related to the adoption of SFAS 123R in 2006. Additionally, laboratory costs were lower by $4.3 million in 2006 compared to 2005 primarily due to our reduction in force.

We expect research and development expenses to decrease during 2008 compared to 2007, primarily due to cost savings related to our reduction in force that occurred in 2007.

Sales, general and administrative expenses decreased to $37.5 million in 2007 compared to $54.9 million during 2006 and $42.3 million during 2005. The $17.4 million decrease in expenses from 2006 to 2007 resulted primarily from the severance program enacted in 2006, offset by costs for pre-commercialization activities related to indiplon. The $12.6 million increase in expenses from 2005 to 2006 resulted primarily from the adoption of SFAS 123R in 2006, which resulted in expense of approximately $8.3 million, and severance costs of $6.7 million. This increase in sales costs was primarily offset by revenue recognized under our sales force allowance from Pfizer.

We expect sales, general and administrative expenses to decrease significantly during 2008 primarily due to the cost savings related to the reduction in force during 2007, and ceasing of pre-commercialization activities for indiplon.

During 2007 we recognized a $94.0 million non-cash impairment charge to earnings related to the impairment of a prepaid royalty. This prepaid royalty arose out of our acquisition, in February 2004, of Wyeth's financial interest in indiplon for approximately $95.0 million, consisting of $50.0 million in cash and $45.0 million in our common stock. This transaction decreased our overall royalty obligation on sales of indiplon from six percent to three and one-half percent. The receipt of the 2007 FDA Approvable Letter in December 2007 raised a significant amount of uncertainty regarding future development of indiplon. Based on this significant uncertainty, we determined that the prepaid royalty was impaired, and that a charge was required under Statement of Financial Accounting Standards No. 144 (SFAS 144), "Accounting for the Impairment or Disposal of Long-Lived Assets."

Other income decreased to $4.9 million in 2007 compared with $6.1 million during 2006. Other income was $2.9 million during 2005. The decrease in other income from 2006 to 2007 is due to lower investment income due to lower average investment balances. The increase in other income from 2005 to 2006 is due to lower interest expense and higher interest income. Interest expense decreased from $4.2 million in 2005 to $3.7 million in 2006, primarily due to maturity of debt obligations. The increase in interest income from 2005 to 2006 is primarily due to higher rate of return on our investment portfolio during 2006.

Our net loss for 2007 was $207.3 million, or $5.45 per share, compared to $107.2 million, or $2.84 per share, in 2006 and $22.2 million, or $0.60 per share, in 2005. The increase in net loss from 2006 to 2007 is due primarily due to the impairment charge of $94.0 million in 2007. The increase in net loss from 2005 to 2006 was primarily the result of $70.0 million in milestones recognized under the Pfizer collaboration agreement during 2005 combined with the adoption of SFAS 123R, which resulted in expense of $14.6 million, and severance costs of $9.5 million in 2006. These costs were partially offset by lower external development costs in 2006 of $12.1 million.

Liquidity and Capital Resources

At December 31, 2007, our cash, cash equivalents, and short-term investments totaled $179.4 million compared with $182.6 million at December 31, 2006. This decrease is primarily a result of our operating loss of $207.3 million for the year ended December 31, 2007, which includes $94.0 million of non-cash expenditures related to the prepaid royalty impairment charge. The operating loss is offset by net cash received from our sale-leaseback transaction of $61.0 million and upfront license fees received from DSP of $20.0 million. At December 31, 2006, our cash, cash equivalents, and short-term investments totaled $182.6 million compared with $273.1 million at December 31, 2005. This $90.5 million decrease is primarily a result of our operating loss of $107.2 million for the year ended December 31, 2006, offset by the receipt of $15.8 million from stock option exercises.

Net cash used in operating activities during 2007 was $59.3 million compared to $99.3 million in 2006. This decrease is primarily due to up-front fees received from DSP of $20.0 million, and the timing of accounts payable and reductions in accounts receivable. Net cash used in operating activities during 2006 was $99.3 million compared to $30.8 million in 2005. This increase is primarily due to a loss of $107.2 million compared to a net loss of $22.2 million in 2005.

Net cash provided by investing activities during 2007 was $20.8 million compared to $120.3 million in 2006 and $9.4 million in 2005. These fluctuations resulted primarily from timing differences in investment purchases, sales and maturities and the fluctuations in our portfolio mix between cash equivalents and short-term investment holdings. We expect similar fluctuations to continue in future periods. Capital equipment purchases for 2007, 2006, and 2005 were $0.6 million, $3.1 million, and $7.2 million, respectively. Capital purchases for 2008 are expected to be approximately $1.0 million.

On December 4, 2007, we closed the sale of our facility and associated real property for a purchase price of $109 million. As part of the sale we retired $47.7 million in mortgage debt and netted $61.0 million net of transaction costs and debt retirement. Upon the closing of the sale of our facility and associated real property, we entered into a lease agreement whereby we will lease back the facility for an initial term of 12 years and retain

certain options to repurchase the facility and associated real property. In lieu of a cash security deposit under the lease agreement, Wells Fargo Bank, N.A. issued on our behalf a letter of credit in the amount of $5.7 million. The letter of credit is secured by a deposit of $6.4 million with the same bank.

Net cash provided by financing activities during 2007 was $57.2 million compared to $10.1 million in 2006 and $10.3 million in 2005. In addition to the above mentioned sale-leaseback transaction, other debt repayments (primarily related to equipment loans) were $4.5 million, $5.8 million and $6.7 million in 2007, 2006 and 2005, respectively. Additionally, cash proceeds from the issuance of common stock upon exercise of outstanding stock options and pursuant to our employee stock purchase plan were $0.6 million, $15.8 million, and $17.0 million in 2007, 2006 and 2005, respectively. We expect similar fluctuations to occur in the future, as the amount and frequency of stock-related transactions are dependent upon the market performance of our common stock.

Factors That May Affect Future Financial Condition and Liquidity

We anticipate increases in expenditures as we continue to expand our research and development activities. Because of our limited financial resources, our strategies to develop some of our programs include collaborative agreements with major pharmaceutical companies and sales of our common stock in both public and private offerings. Our collaborative agreements typically include a partial recovery of our research costs through license fees, contract research funding and milestone revenues. Our collaborators are also financially and managerially responsible for clinical development and commercialization. In these cases, the estimated completion date would largely be under the control of the collaborator. We cannot forecast, with any degree of certainty, which other proprietary products or indications, if any, will be subject to future collaborative arrangements, in whole or in part, and how such arrangements would affect our capital requirements.

The following table summarizes our contractual obligations at December 31, 2007 and the effect such obligations are expected to have on our liquidity and cash flow in future periods. Our license, research and clinical development agreements are generally cancelable with written notice in 0-180 days. In addition to the minimum payments due under our license and research agreements, we may be required to pay up to $32.4 million in milestone payments, plus sales royalties, in the event that all scientific research under these agreements is successful. Some of our clinical development agreements contain incentives for time-sensitive activities.

Contractual Obligations	Total	Less than 1 Year	1 - 3 Years	3 - 5 Years	More than 5 Years
			(In thousands)		
Debt	$ 1,486	$ 1,486	$ —	$ —	$ —
Operating leases	169	132	37	—	—
Property leases	107,193	7,608	15,909	16,877	66,799
License and research agreements	945	350	280	210	105
Clinical development agreements	21,790	19,090	2,646	54	—
Other	660	660	—	—	—
Total contractual obligations	$ 132,243	$ 29,326	$ 18,872	$ 17,141	$ 66,904

The funding necessary to execute our business strategies is subject to numerous uncertainties, which may adversely affect our liquidity and capital resources. Completion of clinical trials may take several years or more, but the length of time generally varies substantially according to the type, complexity, novelty and intended use of a product candidate. It is also important to note that if a clinical candidate is identified, the further development of that candidate can be halted or abandoned at any time due to a number of factors. These factors include, but are not limited to, funding constraints, safety or a change in market demand.

An important element of our business strategy is to pursue the research and development of a diverse range of product candidates for a variety of disease indications. We pursue this goal through proprietary research and development as well as searching for new technologies for licensing opportunities. This allows us to diversify against risks associated with our research and development spending. To the extent we are unable to maintain a diverse and broad range of product candidates, our dependence on the success of one or a few product candidates would increase.

The nature and efforts required to develop our product candidates into commercially viable products include research to identify a clinical candidate, preclinical development, clinical testing, FDA approval and commercialization. This process may cost in excess of $1 billion and can take in excess of 10 years to complete for each product candidate.

We test our potential product candidates in numerous pre-clinical studies to identify disease indications for which our product candidates may show efficacy. We may conduct multiple clinical trials to cover a variety of indications for each product candidate. As we obtain results from trials, we may elect to discontinue clinical trials for certain product candidates or for certain indications in order to focus our resources on more promising product candidates or indications. The duration and the cost of clinical trials may vary significantly over the life of a project as a result of differences arising during the clinical trial protocol, including, among others, the following:

- we or the FDA or similar foreign regulatory authorities may suspend the trials;
- we may discover that a product candidate may cause harmful side effects;
- patient recruitment may be slower than expected; and
- patients may drop out of the trials.

For each of our programs, we periodically assess the scientific progress and merits of the programs to determine if continued research and development is economically viable. Certain of our programs have been terminated due to the lack of scientific progress and lack of prospects for ultimate commercialization. Because of the uncertainties associated with research and development of these programs, we may not be successful in achieving commercialization. As such, the ultimate timeline and costs to commercialize a product cannot be accurately estimated.

Our product candidates have not yet achieved FDA regulatory approval, which is required before we can market them as therapeutic products in the United States. In order to proceed to subsequent clinical trial stages and to ultimately achieve regulatory approval, the FDA must conclude that our clinical data establish safety and efficacy. We must satisfy the requirements of similar regulatory authorities in foreign countries in order to market products in those countries. The results from preclinical testing and early clinical trials may not be predictive of results in later clinical trials. It is possible for a candidate to show promising results in clinical trials, but subsequently fail to establish sufficient safety and efficacy data necessary to obtain regulatory approvals.

As a result of the uncertainties discussed above, among others, the duration and completion costs of our research and development projects are difficult to estimate and are subject to considerable variation. Our inability to complete our research and development projects in a timely manner or our failure to enter into collaborative agreements, when appropriate, could significantly increase our capital requirements and could adversely impact our liquidity. These uncertainties could force us to seek additional, external sources of financing from time to time in order to continue with our business strategy. Our inability to raise additional capital, or to do so on terms reasonably acceptable to us, would jeopardize the future success of our business.

We also may be required to make further substantial expenditures if unforeseen difficulties arise in other areas of our business. In particular, our future capital requirements will depend on many factors, including:

- continued scientific progress in our research and development programs;
- the magnitude of our research and development programs;
- progress with preclinical testing and clinical trials;
- the time and costs involved in obtaining regulatory approvals;
- the costs involved in filing and pursuing patent applications and enforcing patent claims;
- competing technological and market developments;
- the establishment of additional collaborations and strategic alliances;
- the cost of manufacturing facilities and of commercialization activities and arrangements; and
- the cost of product in-licensing and any possible acquisitions.

We believe that our existing capital resources, together with interest income and future payments due under our strategic alliances, will be sufficient to satisfy our current and projected funding requirements for at least the next 12 months. However, we cannot guarantee that our existing capital resources and anticipated revenues will be sufficient to conduct and complete all of our research and development programs as planned.

We will require additional funding to continue our research and product development programs, to conduct preclinical studies and clinical trials, for operating expenses, to pursue regulatory approvals for our product candidates, for the costs involved in filing and prosecuting patent applications and enforcing or defending patent claims, if any, for the cost of product in-licensing and for any possible acquisitions, and we may require additional funding to establish manufacturing and marketing capabilities in the future. We may seek to access the public or private equity markets whenever conditions are favorable. For example, we have an effective shelf registration statement on file with the Securities and Exchange Commission which allows us to issue shares of our common stock from time to time for an aggregate initial offering price up to $150 million. We may also seek additional funding through strategic alliances and other financing mechanisms. We cannot assure you that adequate funding will be available on terms acceptable to us, if at all. Any additional equity financings will be dilutive to our stockholders and any additional debt may involve operating covenants that may restrict our business. If adequate funds are not available through these means, we may be required to curtail significantly one or more of our research or development programs or obtain funds through arrangements with collaborators or others. This may require us to relinquish rights to certain of our technologies or product candidates. To the extent that we are unable to obtain third-party funding for such expenses, we expect that increased expenses will result in increased losses from operations. We cannot assure you that we will successfully develop our products under development or that our products, if successfully developed, will generate revenues sufficient to enable us to earn a profit.

Interest Rate Risk

We are exposed to interest rate risk on our short-term investments. The primary objective of our investment activities is to preserve principal while at the same time maximizing yields without significantly increasing risk. To achieve this objective, we invest in highly liquid and high quality government and other debt securities. To minimize our exposure due to adverse shifts in interest rates, we invest in short-term securities and ensure that the maximum average maturity of our investments does not exceed 36 months. If a 10% change in interest rates were to have occurred on December 31, 2007, this change would not have had a material effect on the fair value of our investment portfolio as of that date. Due to the short holding period of our investments, we have concluded that we do not have a material financial market risk exposure.

New Accounting Pronouncements

In September 2006, the FASB issued SFAS No. 157, “Fair Value Measurements” (SFAS 157). SFAS 157 provides guidance for using fair value to measure assets and liabilities. It also responds to investors’ requests for expanded information about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value, and the effect of fair value measurements on earnings. SFAS 157 applies whenever other standards required (or permit) assets or liabilities to be measured at fair value, and does not expand the use of fair value in any new circumstances. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007. We are currently evaluating the effect that the adoption of SFAS 157 will have on our consolidated results of operations and financial condition and is not yet in a position to determine such effects.

In February 2007, the FASB issued SFAS No. 159, “The Fair Value Option for Financial Assets and Financial Liabilities — Including an amendment of FASB Statement No. 115” (SFAS 159). SFAS 159 expands the use of fair value accounting but does not affect existing standards that require assets or liabilities to be carried at fair value. Under SFAS 159, a company may elect to use fair value to measure accounts and loans receivable, available-for-sale and held-to-maturity securities, equity method investments, accounts payable, guarantees and issued debt. Other eligible items include firm commitments for financial instruments that otherwise would not be recognized at inception and non-cash warranty obligations where a warrantor is permitted to pay a third party to provide the warranty goods or services. If the use of fair value is elected, any upfront costs and fees related to the item must be recognized in earnings and cannot be deferred, such as debt issuance costs. The fair value election is irrevocable and

generally made on an instrument-by-instrument basis, even if a company has similar instruments that it elects not to measure based on fair value. At the adoption date, unrealized gains and losses on existing items for which fair value has been elected are reported as a cumulative adjustment to beginning retained earnings. Subsequent to the adoption of SFAS 159, changes in fair value are recognized in earnings. SFAS 159 is effective for fiscal years beginning after November 15, 2007 and is required to be adopted by us in the first quarter of fiscal 2008. We currently are determining whether fair value accounting is appropriate for any of our eligible items and cannot estimate the impact, if any, that SFAS 159 will have on our consolidated results of operations and financial condition.

We adopted the following accounting standards in 2007, none of which had a material effect on our consolidated results of operations during such period or financial condition at the end of such period:

- SFAS No. 154, "Accounting for Changes and Error Corrections";
- Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements"; and
- FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109."

ITEM 7A. ***QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK***

Information required by this item is contained in "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations — Interest Rate Risk." Such information is incorporated herein by reference.

ITEM 8. ***FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA***

NEUROCRINE BIOSCIENCES, INC.

INDEX TO THE FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Neurocrine Biosciences, Inc.

We have audited the accompanying consolidated balance sheets of Neurocrine Biosciences, Inc. as of December 31, 2007 and 2006, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2007. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Neurocrine Biosciences, Inc. at December 31, 2007 and 2006, and the results of its consolidated operations and its cash flows for each of the three years in the period ended December 31, 2007, in conformity with U.S. generally accepted accounting principles.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Neurocrine Biosciences, Inc.'s internal control over financial reporting as of December 31, 2007, based on the criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 7, 2008, expressed an unqualified opinion thereon.

As discussed in Note #1 to the consolidated financial statements, Neurocrine Biosciences, Inc. changed its method of accounting for Share-Based Payments in accordance with Statement of Financial Accounting Standards No. 123 (revised) on January 1, 2006.

/s/ ERNST & YOUNG LLP

San Diego, California
February 7, 2008

NEUROCRINE BIOSCIENCES, INC.

Consolidated Balance Sheets

	December 31, 2007	December 31, 2006
	(In thousands, except for par value and share totals)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 99,664	$ 80,981
Short-term investments, available-for-sale	79,721	101,623
Receivables under collaborative agreements	27	7,191
Other current assets	3,536	3,863
Total current assets	182,948	193,658
Property and equipment, net	82,598	91,378
Restricted cash	6,399	5,250
Prepaid royalty	—	94,000
Other non-current assets	4,709	5,391
Total assets	$ 276,654	$ 389,677
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 3,776	$ 3,213
Accrued liabilities	21,717	12,414
Deferred revenues	2,928	—
Current portion of long-term debt	1,486	4,489
Total current liabilities	29,907	20,116
Long-term deferred revenues	14,595	—
Long-term debt	—	49,152
Leaseback financing obligation	108,745	—
Other liabilities	4,710	5,693
Total liabilities	157,957	74,961
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, $0.001 par value; 5,000,000 shares authorized; no shares issued and outstanding	—	—
Common stock, $0.001 par value; 110,000,000 shares authorized; issued and outstanding shares were 38,273,979 at December 31, 2007 and 37,905,988 at December 31, 2006	38	38
Additional paid-in capital	733,542	721,930
Accumulated other comprehensive (loss) income	(233)	99
Accumulated deficit	(614,650)	(407,351)
Total stockholders' equity	118,697	314,716
Total liabilities and stockholders' equity	$ 276,654	$ 389,677

See accompanying notes.

NEUROCRINE BIOSCIENCES, INC.

Consolidated Statements of Operations

	Year Ended December 31,		
	2007	2006	2005
	(In thousands, except loss per share data)		
Revenues:			
Sponsored research and development	$ 139	$ 6,716	$ 9,187
Milestones and license fees	986	16,038	92,702
Sales force allowance	—	16,480	22,000
Grant income	99	—	—
Total revenues	1,224	39,234	123,889
Operating expenses:			
Research and development	81,985	97,678	106,628
Sales, general and administrative	37,481	54,873	42,333
Asset impairment	94,000	—	—
Total operating expenses	213,466	152,551	148,961
Loss from operations	(212,242)	(113,317)	(25,072)
Other income and (expense):			
Interest income	8,866	9,834	7,039
Interest expense	(3,923)	(3,722)	(4,158)
Total other income	4,943	6,112	2,881
Loss before taxes	(207,299)	(107,205)	(22,191)
Income taxes	—	—	—
Net loss	$ (207,299)	$ (107,205)	$ (22,191)
Net loss per common share:			
Basic and diluted	$ (5.45)	$ (2.84)	$ (0.60)
Shares used in the calculation of net loss per common share:			
Basic and diluted	38,009	37,722	36,763

See accompanying notes.

NEUROCRINE BIOSCIENCES, INC.

Consolidated Statements of Stockholders' Equity

	Common Stock Shares	Common Stock Amount	Additional Paid-in Capital	Deferred Compensation	Notes Receivable from Stockholders	Accumulated Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Equity
					(In thousands)			
BALANCE AT DECEMBER 31, 2004	36,533	$ 37	$ 674,034	$ (312)	$ (69)	$ (1,908)	$ (277,955)	$ 393,827
Net loss	—	—	—	—	—	—	(22,191)	(22,191)
Unrealized gain on short-term investments	—	—	—	—	—	404	—	404
Comprehensive loss	—	—	—	—	—	—	—	(21,787)
Issuance of common stock for option exercises	529	—	14,457	—	—	—	—	14,457
Issuance of common stock pursuant to the Employee Stock Purchase Plan	70	—	2,514	—	—	—	—	2,514
Amortization of deferred compensation, net	—	—	98	312	—	—	—	410
Vesting acceleration of unvested options (Note 6)	—	—	614	—	—	—	—	614
Stockholder note forgiveness	—	—	—	—	69	—	—	69
BALANCE AT DECEMBER 31, 2005	37,132	37	691,717	—	—	(1,504)	(300,146)	390,104
Net loss	—	—	—	—	—	—	(107,205)	(107,205)
Unrealized gain on short-term investments	—	—	—	—	—	1,603	—	1,603
Comprehensive loss	—	—	—	—	—	—	—	(105,602)
Share-based compensation	—	—	14,365	—	—	—	—	14,365
Issuance of common stock for exercise of warrants	147	—	44	—	—	—	—	44
Issuance of common stock for option exercises	579	1	15,368	—	—	—	—	15,369
Issuance of common stock pursuant to the Employee Stock Purchase Plan	48	—	436	—	—	—	—	436
BALANCE AT DECEMBER 31, 2006	37,906	38	721,930	—	—	99	(407,351)	314,716
Net loss	—	—	—	—	—	—	(207,299)	(207,299)
Unrealized loss on short-term investments	—	—	—	—	—	(332)	—	(332)
Comprehensive loss	—	—	—	—	—	—	—	(207,631)
Share-based compensation	—	—	9,983	—	—	—	—	9,983
Reclassification of share-based compensation liability	—	—	933	—	—	—	—	933
Issuance of common stock for restricted share units vested	290	—	105	—	—	—	—	105
Issuance of common stock for option exercises	78	—	591	—	—	—	—	591
BALANCE AT DECEMBER 31, 2007	38,274	$ 38	$ 733,542	$ —	$ —	$ (233)	$ (614,650)	$ 118,697

See accompanying notes.

NEUROCRINE BIOSCIENCES, INC.

Consolidated Statements of Cash Flows

	Years Ended December 31,		
	2007	2006	2005
		(In thousands)	
CASH FLOW FROM OPERATING ACTIVITIES			
Net loss	$ (207,299)	$ (107,205)	$ (22,191)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	9,404	10,566	10,094
(Gain)/Loss on sale/abandonment of assets	(129)	473	—
Deferred revenues	17,523	(6,537)	(23,137)
Asset impairment	94,000	—	—
Loan forgiveness on notes receivable	305	50	119
Non-cash compensation expense	9,983	14,365	1,025
Change in operating assets and liabilities:			
Accounts receivable and other current assets	7,491	(4,812)	6,444
Other non-current assets	(534)	(476)	(636)
Other non-current liabilities	56	(43)	1,383
Accounts payable and accrued liabilities	9,866	(5,715)	(3,895)
Net cash used in operating activities	(59,334)	(99,334)	(30,794)
CASH FLOW FROM INVESTING ACTIVITIES			
Purchases of short-term investments	(94,638)	(64,044)	(382,829)
Sales/maturities of short-term investments	117,130	186,910	399,971
Deposits and restricted cash	(1,161)	525	(525)
Sale of property and equipment	129	—	—
Purchases of property and equipment, net	(624)	(3,110)	(7,235)
Net cash provided by investing activities	20,836	120,281	9,382
CASH FLOW FROM FINANCING ACTIVITIES			
Issuance of common stock	591	15,849	16,970
Principal payments on debt	(52,155)	(5,763)	(6,722)
Leaseback financing obligation	108,745	—	—
Payments received on notes receivable from employees	—	—	85
Net cash provided by financing activities	57,181	10,086	10,333
Net increase (decrease) in cash and cash equivalents	18,683	31,033	(11,079)
Cash and cash equivalents at beginning of the year	80,981	49,948	61,027
Cash and cash equivalents at end of the year	$ 99,664	$ 80,981	$ 49,948
SUPPLEMENTAL DISCLOSURES			
Supplemental disclosures of cash flow information:			
Interest paid	$ 3,090	$ 3,694	$ 4,454
Taxes paid	$ —	$ —	$ —

See accompanying notes.

NEUROCRINE BIOSCIENCES, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2007

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business Activities. Neurocrine Biosciences, Inc. (the Company or Neurocrine) incorporated in California in 1992 and reincorporated in Delaware in 1996. The Company discovers, develops and intends to commercialize drugs for the treatment of neurological and endocrine-related diseases and disorders. The Company's product candidates address some of the largest pharmaceutical markets in the world, including endometriosis, irritable bowel syndrome, anxiety, depression, pain, diabetes, insomnia, and other neurological and endocrine related diseases and disorders.

In May 1997, the Company along with two unrelated parties formed Science Park Center LLC (Science Park) in order to construct an office and laboratory facility which was subsequently leased by the Company. Science Park is a California limited liability company, of which the Company, prior to April 2003, owned only a nominal minority interest. The Company became the majority owner of Science Park effective April 1, 2003, and acquired the remaining interest in Science Park during 2004.

Other subsidiaries of the Company include Neurocrine Continental, Inc. (formerly Neurocrine Commercial Operations, Inc.), a Delaware corporation and wholly owned subsidiary of the Company which was established to support the sales operations beginning in 2005; Neurocrine International LLC, a Delaware limited liability company in which the Company holds a 99% ownership interest and Science Park holds a 1% interest; and Neurocrine HQ Inc., a Delaware corporation and wholly owned subsidiary of the Company, both of which are primarily inactive.

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

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.

Cash Equivalents. The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Short-Term Investments Available-for-Sale. In accordance with SFAS No. 115, "Accounting for Certain Debt and Equity Securities," short-term investments are classified as available-for-sale. Available-for-sale securities are carried at fair value, with the unrealized gains and losses reported in other comprehensive income (loss). The amortized cost of debt securities in this category is adjusted for amortization of premiums and accretion of discounts to maturity. Such amortization is included in interest income. Realized gains and losses and declines in value judged to be other-than-temporary, if any, on available-for-sale securities are included in other income or expense. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in interest income.

Concentration of Credit Risk. Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash, cash equivalents and short-term investments. The Company has established guidelines to limit its exposure to credit expense by placing investments with high credit quality financial institutions, diversifying its investment portfolio and placing investments with maturities that maintain safety and liquidity.

Collaboration Agreements. During the years ended December 31, 2007, 2006 and 2005, collaborative research and development agreements accounted for substantially all of the Company's revenue.

Property and Equipment. Property and equipment are stated at cost and depreciated over the estimated useful lives of the assets using the straight-line method. Building costs are depreciated over an average estimated useful life of 25 years and equipment is over three to seven years.

Industry Segment and Geographic Information. The Company operates in a single industry segment — the discovery and development of therapeutics for the treatment of neurological and endocrine related diseases and disorders. The Company had no foreign operations for the years ended December 31, 2007, 2006 and 2005.

Other Non-Current Assets. Includes $4.7 million and $5.1 million, respectively, of mutual fund investments related to the Company's nonqualified deferred compensation plan for certain employees as of December 31, 2007 and 2006, respectively. Net unrealized gains (losses) related to these mutual funds were approximately ($199,000) and $712,000 as of December 31, 2007 and December 31, 2006, respectively. Additionally, the Company has recorded a liability for these deferred compensation investments in other liabilities.

The participants in the deferred compensation plan may select from a variety of deemed investment options and have the ability to make changes in such deemed investments on a daily basis, subject to Plan limitations. A participant may elect to receive all or a portion of his or her deferred compensation on a fixed payment date of his or her choosing and may delay that fixed date, subject to plan limitations. The Board of Directors may, at its sole discretion, suspend or terminate the plan.

Other non-current assets also includes $315,000 of notes receivable from employees as of December 31, 2006. The notes are secured by real property.

Impairment of Long-Lived Assets. In accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," (SFAS 144) if indicators of impairment exist, the Company assesses the recoverability of the affected long-lived assets by determining whether the carrying value of such assets can be recovered through undiscounted future operating cash flows. If the carrying amount is not recoverable, the Company measures the amount of any impairment by comparing the carrying value of the asset to the present value of the expected future cash flows associated with the use of the asset.

The Company carried as a long-lived asset on its balance sheet a prepaid royalty arising from its acquisition in February 2004 of Wyeth's financial interest in the Company's lead drug candidate, indiplon, for $95.0 million, consisting of $50.0 million in cash and $45.0 million in the Company's common stock. During the fourth quarter of 2007, the Company received a second "approvable" letter from the United States Food and Drug Administration. This second letter requested additional preclinical and clinical trials, which raised a significant amount of uncertainty regarding future clinical development of indiplon. Based on this significant uncertainty, the Company determined that the prepaid royalty was impaired, and a non-cash charge of $94.0 million related to this impairment was required under SFAS 144 to write the value down to zero.

Fair Value of Financial Instruments. Financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, and accrued liabilities, are carried at cost, which management believes approximates fair value because of the short-term maturity of these instruments.

Revenue Recognition. Revenues under collaborative research agreements are recognized as research costs and are incurred over the period specified in the related agreement or as the services are performed. These agreements are on a best-efforts basis and do not require scientific achievement as a performance obligation and provide for payment to be made when costs are incurred or the services are performed. All fees received from the Company's collaborative partners are nonrefundable. Upfront, nonrefundable payments for license fees and advance payments for sponsored research revenues received in excess of amounts earned are classified as deferred revenue and recognized as income over the contract or development period. Estimating the duration of the development period includes continual assessment of development stages and regulatory requirements. Milestone payments are recognized as revenue upon achievement of pre-defined scientific events, which requires substantive effort, and for which achievement of the milestone was not readily assured at the inception of the agreement.

License fees are received in exchange for a grant to use the Company's proprietary technologies on an as-is basis for the term of the collaborative agreement. Milestones are received for specific scientific achievements determined at the beginning of the collaboration. These achievements are substantive and are based on the success of scientific efforts.

Comprehensive Income. Comprehensive income is calculated in accordance with Statement of Financial Accounting Standards No. 130, "Comprehensive Income (SFAS 130)." SFAS 130 requires the disclosure of all components of comprehensive income, including net income and changes in equity during a period from transactions and other events and circumstances generated from non-owner sources. The Company's other comprehensive income/loss consisted of unrealized gains and losses on short-term investments and is reported in the statements of stockholders' equity.

Research and Development Expenses. Research and development (R&D) expenses include related salaries, contractor fees, clinical trial costs, facilities costs, administrative expenses and allocations of corporate costs. All such costs are charged to R&D expense as incurred. These expenses result from the Company's independent R&D efforts as well as efforts associated with collaborations and in-licensing arrangements. In addition, the Company funds R&D at other companies and research institutions under agreements, which are generally cancelable. The Company reviews and accrues clinical trial expenses based on work performed, which relies on estimates of total costs incurred based on patient enrollment, completion of patient studies and other events. The Company follows this method since reasonably dependable estimates of the costs applicable to various stages of a research agreement or clinical trial can be made. Accrued clinical costs are subject to revisions as trials progress to completion. Revisions are charged to expense in the period in which the facts that give rise to the revision become known.

Restructuring. During the fourth quarter of 2007, the Company announced staff reductions of approximately 125 employees at its San Diego campus, as part of its restructuring program to prioritize its research and development programs. As a result, the Company communicated to affected employees a plan of organizational restructuring through involuntary terminations. Pursuant to SFAS No. 112, "Employers' Accounting for Postemployment Benefits" and SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities," the Company recorded a charge of approximately $6.9 million of which $4.9 million is included in research and development and $2.0 million is included in sales, general and administrative expense. The majority of this amount is expected to be paid out in the first quarter of 2008.

During the first quarter of 2008, the Company will incur an additional $2.3 million charge for severance related to certain executives and other personnel departing the Company.

During the third quarter of 2006, the Company eliminated its entire sales force and also reduced its research and development and general and administrative staff in San Diego by approximately 100 employees. Pursuant to SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities," the Company recorded a charge of approximately $9.5 million in the third quarter of 2006 related to this reduction in workforce, of which $2.8 million is included in research and development expense and $6.7 million is included in sales, general and administrative expense. Substantially all costs were paid out in cash during 2006. The Company completed the employee termination activities and no further expenses related to this reduction in workforce are anticipated.

Share-Based Compensation. Prior to January 1, 2006, the Company accounted for share-based compensation under the recognition and measurement principles of Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" (APB 25). Therefore, the Company measured compensation expense for its share-based compensation using the intrinsic value method, that is, as the excess, if any, of the fair market value of the Company's stock at the grant date over the amount required to be paid to acquire the stock, and provided the disclosures required by SFAS 123, "Accounting for Stock-Based Compensation" (SFAS 123) and SFAS 148, "Accounting for Stock-Based Compensation-Transition and Disclosure" (SFAS 148).

Effective January 1, 2006, the Company began recording compensation expense associated with stock options and other equity-based compensation in accordance with Statement of Financial Accounting Standards No. 123

(revised 2004), "Share-Based Payment" (SFAS 123R) using the modified prospective transition method and therefore has not restated results for prior periods. Under the modified prospective transition method, share-based compensation expense for 2006 includes 1) compensation expense for all share-based awards granted on or after January 1, 2006 as determined based on the grant-date fair value estimated in accordance with the provisions of SFAS 123R and 2) compensation expense for share-based compensation awards granted prior to, but not yet vested as of January 1, 2006, based on the grant date fair value estimated in accordance with the original provisions of SFAS 123. The Company recognizes compensation expense on a straight-line basis over the requisite service period of the award, which is generally four years; however, certain provisions in the Company's equity compensation plans provide for shorter vesting periods under certain circumstances.

On August 1, 2007, the Company amended and restated the Neurocrine Biosciences, Inc. Nonqualified Deferred Compensation Plan (the Plan). Under the terms of the amended and restated Plan, the Company is now required to distribute shares in order to settle any share-based compensation deferred into the Plan by participants. Additionally, participants can no longer diversify share-based awards that are placed into the Plan. In accordance with SFAS 123R and EITF 97-14, "Accounting for deferred Compensation Arrangements Where Amounts Earned Are Held in a Rabbi Trust and Invested", the Company has reclassified the portion of the liability representing our obligation related to share-based compensation that had vested as of the date of the Plan modification to additional paid-in-capital. There was no effect on our previously reported net income or accumulated deficit.

Net Loss Per Share. The Company computes net loss per share in accordance with SFAS No. 128, "Earnings Per Share" (SFAS 128). Under the provisions of SFAS 128, basic net income (loss) per share is computed by dividing the net income (loss) for the period by the weighted average number of common shares outstanding during the period. Diluted net income (loss) per share is computed by dividing the net income (loss) for the period by the weighted average number of common and common equivalent shares outstanding during the period. Potentially dilutive securities comprised of incremental common shares issuable upon the exercise of stock options and warrants, were excluded from historical diluted loss per share because of their anti-dilutive effect. Dilutive common stock equivalents would include the dilutive effects of common stock options and warrants for common stock. Potentially dilutive securities totaled 1.2 million, 1.0 million and 1.5 million for the years ended December 31, 2007, 2006 and 2005, respectively, and were excluded from the diluted earnings per share because of their anti-dilutive effect.

Pro forma Financial Information. For stock options granted prior to the adoption of SFAS 123R, the following table illustrates the pro forma effect on net income and earnings per common share as if the Company had applied the fair value recognition provisions of SFAS 123 in determining stock-based compensation for the year ended December 31, 2005 (in thousands, except loss per share data):

Net loss, as reported	$ (22,191)
Stock option expense	(38,472)
Pro forma net loss	$ (60,663)
Loss per share:	
Basic and diluted — as reported	$ (0.60)
Basic and diluted — pro forma	$ (1.65)

Impact of Recently Issued Accounting Standards. In September 2006, the FASB issued SFAS No. 157, "Fair Value Measurements" (SFAS 157). SFAS 157 provides guidance for using fair value to measure assets and liabilities. It also responds to investors' requests for expanded information about the extent to which companies measure assets and liabilities at fair value, the information used to measure fair value, and the effect of fair value measurements on earnings. SFAS 157 applies whenever other standards required (or permit) assets or liabilities to be measured at fair value, and does not expand the use of fair value in any new circumstances. SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2007. The Company is currently

evaluating the effect that the adoption of SFAS 157 will have on its consolidated results of operations and financial condition and is not yet in a position to determine such effects.

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities — Including an amendment of FASB Statement No. 115" (SFAS 159). SFAS 159 expands the use of fair value accounting but does not affect existing standards that require assets or liabilities to be carried at fair value. Under SFAS 159, a company may elect to use fair value to measure accounts and loans receivable, available-for-sale and held-to-maturity securities, equity method investments, accounts payable, guarantees and issued debt. Other eligible items include firm commitments for financial instruments that otherwise would not be recognized at inception and non-cash warranty obligations where a warrantor is permitted to pay a third party to provide the warranty goods or services. If the use of fair value is elected, any upfront costs and fees related to the item must be recognized in earnings and cannot be deferred, such as debt issuance costs. The fair value election is irrevocable and generally made on an instrument-by-instrument basis, even if a company has similar instruments that it elects not to measure based on fair value. At the adoption date, unrealized gains and losses on existing items for which fair value has been elected are reported as a cumulative adjustment to beginning retained earnings. Subsequent to the adoption of SFAS 159, changes in fair value are recognized in earnings. SFAS 159 is effective for fiscal years beginning after November 15, 2007 and is required to be adopted by the Company in the first quarter of fiscal 2008. The Company is currently determining whether fair value accounting is appropriate for any of the eligible items and cannot estimate the impact, if any, that SFAS 159 will have on the Company's consolidated results of operations and financial condition.

The Company adopted the following accounting standards in fiscal 2007, none of which had a material effect on the Company's consolidated results of operations during such period or financial condition at the end of such period:

- SFAS No. 154, "Accounting for Changes and Error Corrections";
- Staff Accounting Bulletin No. 108, "Considering the Effects of Prior Year Misstatements when Quantifying Misstatements in Current Year Financial Statements"; and
- FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109".

NOTE 2. SHORT-TERM INVESTMENTS

Cash, cash equivalents, and short-term investments totaled $179.4 million and $182.6 million as of December 31, 2007 and 2006, respectively. The following is a summary of short-term investments classified as available-for-sale securities (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
December 31, 2007				
U.S. Government securities	$ 18,264	$ 9	$ (5)	$ 18,268
Corporate debt securities	46,880	3	(30)	46,853
Other debt securities	14,600	—	—	14,600
Total investments	$ 79,744	$ 12	$ (35)	$ 79,721
December 31, 2006				
U.S. Government securities	$ 44,454	$ —	$ (281)	$ 44,173
Corporate debt securities	56,032	—	(332)	55,700
Other debt securities	1,750	—	—	1,750
Total investments	$ 102,236	$ —	$ (613)	$ 101,623

The amortized cost and estimated fair value of debt securities by contractual maturity at December 31, 2007 are shown below (in thousands):

	Amortized Cost	Estimated Fair Value
Due in 12 months or less	$ 79,744	$ 79,721

The following table presents certain information related to sales of available-for-sale securities (in thousands):

	Years Ended December 31,		
	2007	2006	2005
Proceeds from sales	$ 117,130	$ 186,910	$ 399,971
Gross realized losses on sales	$ —	$ —	$ (975)

NOTE 3. PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2007 and 2006 consist of the following (in thousands):

	2007	2006
Land	$ 25,370	$ 25,370
Buildings	56,919	56,884
Furniture and fixtures	3,177	3,187
Equipment	43,212	43,414
	128,678	128,855
Less accumulated depreciation	(46,080)	(37,477)
Property and equipment, net	$ 82,598	$ 91,378

For the years ended December 31, 2007, 2006 and 2005, depreciation expense was $9.4 million, $10.6 million and $10.1 million, respectively. During 2007 and 2006, the Company realized a gain(loss) of approximately $129,000 and ($473,000), respectively, related to disposal of equipment.

NOTE 4. ACCRUED LIABILITIES

Accrued liabilities at December 31, 2007 and 2006 consist of the following (in thousands):

	2007	2006
Accrued employee benefits	$ 4,114	$ 5,391
Accrued severance costs	6,924	—
Accrued development costs	4,386	3,438
Other accrued liabilities	6,293	3,585
	$ 21,717	$ 12,414

NOTE 5. COMMITMENTS AND CONTINGENCIES

Debt. In October 2004, the Company repaid the outstanding amount under a construction loan which was replaced with a $49.5 million loan secured by a first mortgage on the Company's corporate facility. The mortgage bears interest at a rate of 6.48% per annum, and principal is being amortized over a period of thirty years, with a balloon principal payment of $42.0 million due on the tenth anniversary of the loan. Monthly principal and interest payments total $312,000. At December 31, 2006, $48.3 million was outstanding under this loan agreement. Additionally, the Company is required by the lender to maintain a $5.0 million letter of credit with a local bank as security for the loan. This letter of credit is further secured by a mandatory deposit of $5.2 million with the bank providing the letter of credit. This deposit is recorded in restricted cash in the consolidated balance sheet at December 31, 2006.

In December 2007, the Company closed the sale of its facility and associated real property for a purchase price of $109.0 million. As part of the sale the Company retired the entire $47.7 million in mortgage debt previously outstanding with respect to the facility and associated real property, and received cash of $61.0 million net of transaction costs and debt retirement. Upon the closing of the sale of the facility and associated real property, the Company entered into a lease agreement whereby it leased back the facility for an initial term of 12 years.

Under the terms of the lease, the Company pays a basic annual rent of $7.6 million (subject to an annual fixed percentage increase, as set forth in the agreement), plus a 3.5% annual management fee, property taxes and other normal and necessary expenses associated with the lease such as utilities, repairs and maintenance, etc. The Company has the right to extend the lease for two consecutive ten-year terms and will have the first right of refusal to lease, at market rates, any facilities built on the sold vacant lot. Additionally, the Company has a repurchase right to all of the properties which can be exercised during the fourth year of the lease.

In accordance with SFAS 98 "Accounting for Leases: Sale-Leaseback Transactions Involving Real Estate, Sales-Type Leases of Real Estate, Definition of the Lease Term, and Initial Direct Costs of Direct Financing Leases" (SFAS 98) and SFAS 66 "Accounting for Sales of Real Estate" the Company deferred a gain of approximately $46.5 million on the sale of the building and related vacant parcel due to the repurchase option. The deferred gain on the land and building will begin to be recognized upon expiration or the repurchase option.

In lieu of a cash security deposit under the lease agreement, Wells Fargo Bank, N.A. issued on the Company's behalf a letter of credit in the amount of $5.7 million. The letter of credit is secured by a deposit of $6.4 million with the same bank, characterized as restricted cash on the Company's balance sheet. As a result of the Company's retirement of its previously outstanding $47.7 million mortgage debt, the related letter of credit was released as well as the restriction on the mandatory deposit of $5.2 million.

The Company has entered into equipment financing arrangements with lenders to finance equipment purchases, which expire on various dates through the year 2008 and bear interest at rates between 6.3% and 7.3%. The debt obligations are repayable in monthly installments and are secured by the financed equipment.

Amounts outstanding under these loans at December 31, 2007 and 2006 totaled $1.5 million and $5.3 million respectively.

Rent Expense. Rent expense was $0.3 million, $1.2 million and $1.0 million for the years ended December 31, 2007, 2006 and 2005, respectively. Rent paid under the leaseback for the buildings is treated as interest expense in accordance with SFAS 98. This totaled $0.6 million in 2007.

Licensing and Research Agreements. The Company has entered into licensing agreements with various universities and research organizations, which are generally cancelable at the option of the Company with terms ranging from 0-180 days written notice. Under the terms of these agreements, the Company has received licenses to research tools, know-how and technology claimed, in certain patents or patent applications. The Company is required to pay fees, milestones and/or royalties on future sales of products employing the technology or falling under claims of a patent, and some of the agreements require minimum royalty payments. Some of the agreements also require the Company to pay expenses arising from the prosecution and maintenance of the patents covering the licensed technology. The Company continually reassesses the value of the license agreements and cancels them when research efforts are discontinued on these programs. If all licensed and research candidates are successfully developed, the Company may be required to pay milestone payments of approximately $32.4 million over the lives of these agreements, in addition to royalties on sales of the affected products at rates ranging up to 6%. Due to the uncertainties of the development process, the timing and probability of the milestone and royalty payments cannot be accurately estimated.

Related Party Transactions. The Company has entered into agreements with a vendor to provide research support. An officer of this vendor also serves as a director of the Company. During 2005, the Company paid approximately $950,000 to the vendor for these research support services. Several of the Company's officers have entered into agreements for estate tax planning. All of these officers have agreed to indemnify the Company for any payroll withholding taxes and related costs and expenses that may result from these estate tax planning initiatives.

Clinical Development Agreements. The Company has entered into agreements with various vendors for the pre-clinical and clinical development of its product candidates, which are generally cancelable at the option of the Company for convenience or performance, with terms ranging from 0-180 days written notice. Under the terms of these agreements, the vendors provide a variety of services including conducting pre-clinical development research, manufacturing clinical compounds, enrolling patients, recruiting patients, monitoring studies, data analysis and regulatory filing assistance. Payments under these agreements typically include fees for services and reimbursement of expenses. Some agreements also may include incentive bonuses for time-sensitive activities. The timing of payments due under these agreements were estimated based on current schedules of clinical studies in progress.

Payment schedules for commitments and contractual obligations at December 31, 2007 are as follows (in thousands):

Fiscal Year	Property Lease	Equipment Debt	Operating Leases	Licenses and Research Agreements	Clinical Development Agreements	Other Agreements
2008	$ 7,608	$ 1,486	$ 132	$ 350	$ 19,090	$ 660
2009	7,837	—	37	140	2,570	—
2010	8,072	—	—	140	76	—
2011	8,314	—	—	105	54	—
2012	8,563	—	—	105	—	—
Thereafter	66,799	—	—	105	—	—
Total minimum payments	$ 107,193	$ 1,486	$ 169	$ 945	$ 21,790	$ 660

NOTE 6. SHARE-BASED COMPENSATION

Share-Based Compensation Plans. The Company grants stock options, restricted stock units and stock bonuses (collectively, share-based compensation) to its employees and directors under the 2003 Incentive Stock Plan, as amended (the 2003 Plan) and grants stock options to certain employees pursuant to Employment Commencement Nonstatutory Stock Options. Until June 30, 2006, eligible employees could also purchase shares of the Company's common stock at 85% of the fair market value on the last day of each six-month offering period under the Company's Amended and Restated Employee Stock Purchase Plan. The benefits provided under these Plans are share-based compensation subject to the provisions of SFAS 123R.

Since 1992, the Company has authorized a total of 14.2 million shares of common stock for issuance pursuant to its 1992 Plan, 1996 Director Option Plan, 1997 Northwest Neurologic, Inc. Restated Incentive Stock Plan, 2001 Plan, several Employment Commencement Nonstatutory Stock Option Agreements and the 2003 Plan (collectively, the Option Plans). The Option Plans provide for the grant of stock options, restricted stock, restricted stock units, and stock bonuses to officers, directors, employees, and consultants of the Company. Currently, all new grants of stock options are made from the 2003 Plan or through Employment Commencement Nonstatutory Stock Option Agreements. As of December 31, 2007, of the 14.2 million shares reserved for issuance under the Option Plans, 1.7 million of these shares were originally reserved for issuance pursuant to the terms of the Company's 1992 Plan, 1996 Director Stock Option Plan and 2001 Plan and would currently be available for issuance but for the Company's determination in 2003 not to make further grants under these plans; 6.0 million were issued upon exercise of stock options previously granted or pursuant to restricted stock or stock bonus awards; 5.2 million were subject to outstanding options and restricted stock units; and 1.3 million remained available for future grant under the 2003 Plan. Share awards made under the 2003 Plan that are later cancelled due to forfeiture or expiration return to the pool available for future grants.

The Company issues new shares upon the exercise of stock options, the issuance of stock bonus awards and vesting of restricted stock units.

As a result of the adoption of SFAS 123R, the Company's net loss for the year ended December 31, 2007 includes $10.0 million of compensation expense related to the Company's share-based compensation awards. The compensation expense related to the Company's share-based compensation arrangements is recorded as components of sales, general and administrative expense and research and development expense ($5.7 million and $4.3 million, respectively for the year ended December 31, 2007). SFAS 123R requires that cash flows resulting from tax deductions in excess of the cumulative compensation cost recognized for options exercised (excess tax benefits) be classified as cash inflows provided by financing activities and cash outflows used in operating activities. Due to the Company's net loss position, no tax benefits have been recognized in the cash flow statement.

In November 2005, the FASB issued Staff Position (FSP) No. FAS 123(R)-3, "Transition Election Related to Accounting for Tax Effects of Share-Based Payment Awards" (FSP 123R-3). Neurocrine has elected to adopt the alternative transition method provided in the FSP 123R-3 for calculating the tax effects of stock-based compensation pursuant to SFAS 123R. The alternative transition method includes simplified methods to establish the beginning balance of the APIC pool related to the tax effects of employee stock-based compensation, and to determine the subsequent impact on the APIC pool and Consolidated Statements of Cash Flows of the tax effects of employee stock-based compensation awards that are outstanding upon adoption of SFAS 123R.

Vesting Provisions of Share-Based Compensation. Stock options granted under the Option Plans primarily have terms of up to ten years from the date of grant, and generally vest over a three to four-year period. Stock bonuses granted under the Option Plans generally have vesting periods ranging from two to four years. Restricted stock units granted under the Option Plans generally have vesting periods of three years. The expense recognized under SFAS 123R is generally recognized ratably over the vesting period. However, certain retirement provisions in the Option Plans provide that employees who are age 55 or older and have five or more years of service with the Company will be entitled to accelerated vesting of all of the unvested share-based compensation awards upon

retirement from the Company. In these cases, share-based compensation expense may be recognized over a shorter period of time, and in some cases the entire share-based compensation expense may be recognized upon grant of the share-based compensation award. Effective January 1, 2006, the maximum contractual term for all options granted from the 2003 Plan was reduced to seven years.

On November 7, 2005, the Company accelerated vesting of all unvested stock options to purchase shares of common stock that were held by then-current employees and had an exercise price per share equal to or greater than $50.00. Stock options to purchase approximately 472,000 shares of common stock were subject to this acceleration. The exercise prices and number of shares subject to the accelerated stock options were unchanged. The expense resulting from the acceleration was included in the pro forma results of operations for the fourth quarter of 2005 which were disclosed in the notes to the Company's consolidated financial statements for the year ended December 31, 2005 pursuant to SFAS 123. The acceleration of these stock options was undertaken to eliminate the future compensation expense of approximately $10.5 million that the Company would have otherwise recognized under SFAS 123R in its future consolidated statements of operations.

Stock Options. The exercise price of all options granted during the years ended December 31, 2007, 2006 and 2005 was equal to the market value on the date of grant and, accordingly, no share-based compensation expense for such options is reflected in net income for the year ended December 31, 2005 in accordance with APB 25. The estimated fair value of each option award granted was determined on the date of grant using the Black-Scholes option valuation model with the following weighted-average assumptions for option grants during the years ended December 31, 2007, 2006 and 2005:

	Years Ended December 31,		
	2007	2006	2005
Risk-free interest rate	4.8%	4.6%	4.2%
Expected volatility of common stock	65%	62%	34%
Dividend yield	0.0%	0.0%	0.0%
Expected option term	4.75 years	4.3 years	5.8 years

The risk-free interest rate assumption is based upon observed interest rates appropriate for the expected term of the Company's employee stock options. The expected volatility is based on the historical volatility of the Company's stock. The Company has not paid any dividends on common stock since its inception and does not anticipate paying dividends on its common stock in the foreseeable future. Except for options issued in the Offer (as defined below), the computation of the expected option term is based on a weighted-average calculation combining the average life of options that have already been exercised or cancelled with the estimated life of all unexercised options. Per Staff Accounting Bulletin 107, the Company used the simplified method to compute the expected option term for all options granted in the Offer. The simplified method was used because the contractual life of the amended or exchanged options varied from approximately three to seven years due to the terms of the Offer. The decrease in the expected option term from 2005 to 2006 is due to the decrease in the maximum term of the options granted after January 1, 2006 from ten years to seven years.

Share-based compensation expense recognized in the Consolidated Statement of Operations for the year ended December 31, 2007 is based on awards ultimately expected to vest, net of estimated forfeitures. SFAS 123R requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates. Pre-vesting forfeitures for awards with monthly vesting terms were estimated to be 0% in 2007 based on historical experience. The effect of pre-vesting forfeitures for awards with monthly vesting terms has historically been negligible on the Company's recorded expense. Pre-vesting forfeitures for awards with annual vesting terms were estimated at 10% in 2007 based on historical employee turnover experience. The effect of the restructurings has been excluded from the historical review of employee turnover because it was a one-time event and also included minimal pre-vesting forfeitures. In the Company's pro forma information required under SFAS 123 for the periods prior to fiscal 2006, the Company accounted for forfeitures as they occurred. The

Company's determination of fair value is affected by the Company's stock price as well as a number of assumptions that require judgment. The weighted-average fair values of options granted during the years ended December 31, 2007, 2006 and 2005, estimated as of the grant date using the Black-Scholes option valuation model, was $6.60, $9.73 and $17.22, respectively.

Tender Offer. On September 26, 2006, the Company completed a Tender Offer (Offer) to holders of outstanding options to purchase its common stock under the 2003 Plan, 1992 Incentive Stock Plan (the 1992 Plan) and 2001 Stock Option Plan, as amended (the 2001 Plan). The Offer was for holders of options under the 2003 Plan to cancel their options in exchange for a lesser number of new options (at a two-for-one exchange ratio) to purchase shares of the Company's common stock issued under the 2003 Plan and for holders of options under the 1992 Plan and 2001 Plan to cancel one-half of their options and amend their remaining options to purchase shares of the Company's common stock. The Offer was open to eligible employees and active consultants of the Company who held options with an exercise price of $20.00 or higher per share as of September 25, 2006. Certain executives and members of the Board of Directors were not eligible to participate in the Offer. Approximately 2.0 million options were exchanged or amended resulting in approximately 1.0 million new or amended option grants and approximately 1.0 million cancelled option grants at the completion of the Offer. New or amended options under the Offer vest annually over a period of three years and have a weighted average exercise price of $10.90. Share based compensation expense related to the Offer totaled approximately $8.7 million and is being amortized over 3 years commencing on September 26, 2006.

A summary of the status of the Company's stock options as of December 31, 2007 and of changes in options outstanding under the plans during the year ended December 31, 2007 is as follows (in thousands, except for weighted average exercise price data):

	2007		2006		2005	
	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price	Options	Weighted Average Exercise Price
Outstanding at January 1	4,264	$ 28.49	6,544	$ 38.32	5,987	$ 36.40
Granted/amended	604	11.44	1,609	16.87	1,321	43.14
Exercised	(78)	7.60	(578)	26.62	(560)	27.19
Canceled	(646)	45.53	(3,311)	42.36	(204)	45.38
Outstanding at December 31	4,144	$ 23.74	4,264	$ 28.49	6,544	$ 38.32

Options outstanding at December 31, 2007 have a weighted average remaining contractual term of 4.7 years.

For the year ended December 31, 2007, share-based compensation expense related to stock options was $5.7 million. As of December 31, 2007 and 2006, the fair value of compensation cost related to unvested stock option awards was approximately $10.3 million and $12.6 million, respectively. Compensation cost associated with unvested stock option awards as of December 31, 2007 is expected to be recognized over a remaining weighted-average vesting period of 1.7 years. As of December 31, 2007, there are approximately 3.0 million options exercisable with a weighted average exercise price of $27.53 and a weighted-average remaining contractual term of 4.3 years. The total intrinsic value, which is the amount (if any) by which the exercise price was exceeded by the sale price of the Company's common stock on the date of sale, of stock option exercises during the years ended December 31, 2007, 2006, and 2005 was $0.4 million, $18.1 million and $13.2 million, respectively. As of December 31, 2007 the total intrinsic value, which is the amount (if any) by which the exercise price was exceeded by the closing price of the Company's common stock as of December 31, 2007, of options outstanding and exercisable was $0.1 million and $0.1 million, respectively. Cash received from stock option exercises for the years ended December 31, 2007, 2006 and 2005 was $0.6 million, $15.4 million and $14.5 million, respectively. For the year ended December 31, 2007, the weighted average fair value of options exercised was $13.32.

On October 24, 2007, the Company entered into Stock Option Cancellation Agreements with certain of its executive officers and directors, pursuant to which certain stock options previously granted to each such executive officer or director were cancelled in exchange for a nominal payment by the Company of $100 in the aggregate. The Stock Option Cancellation Agreements indicated that other than such nominal payment, the applicable executive officer or director had not received, and would not receive, any additional consideration in exchange for the cancellation of such options. Accordingly, while each such executive officer or director will be eligible to receive future equity grants in connection with the Company's regular grant practices, no such executive officer or director will receive any future equity award in exchange for the cancellation of such options. The Company recognized approximately $0.4 million of compensation expense in conjunction with the cancellations.

Restricted Stock Units. Beginning in January 2006, certain employees are eligible to receive restricted stock units under the 2003 Plan. In accordance with SFAS 123R, the fair value of restricted stock units is estimated based on the closing sale price of the Company's common stock on the Nasdaq Global Select Market on the date of issuance. The total number of restricted stock awards expected to vest is adjusted by estimated forfeiture rates, which has been estimated at 0% based on historical experience of stock bonus awards. As of December 31, 2007, there is approximately $6.0 million of unamortized compensation cost related to restricted stock units, which is expected to be recognized over a remaining weighted-average vesting period of 1.8 years. The restricted stock units, at the election of eligible employees, may be subject to deferred delivery arrangement. For the year ended December 31, 2007, share-based compensation expense related to restricted stock units was $4.3 million.

A summary of the status of the Company's restricted stock units as of December 31, 2007 and of changes in restricted stock units outstanding under the plan during the year ended December 31, 2007 is as follows (in thousands, except for weighted average grant date fair value per unit):

	2007		2006	
	Number of Units	Weighted Average Grant Date Fair Value per Unit	Number of Units	Weighted Average Grant Date Fair Value per Unit
Restricted stock units outstanding at January 1	896	$ 13.11	—	$ —
Restricted stock units granted	484	11.49	914	13.07
Restricted stock units cancelled	(32)	11.17	(18)	10.90
Restricted stock units converted into common shares	(282)	10.86	—	—
Restricted stock units outstanding at December 31	1,066	$ 11.12	896	$ 13.11

Stock Bonus Awards. The Company granted approximately 39,000 shares of its common stock pursuant to stock bonus awards between 2003 and 2005 from the 2003 Plan. Based upon the Company's closing stock price as of December 31, 2007, there was approximately $23,000 of unamortized compensation cost related to these stock bonus awards on that date, representing approximately 2,200 shares of common stock, which is expected to be recognized over a remaining weighted-average vesting period of approximately 1.3 years.

Employee Stock Purchase Plan. The Company had reserved 725,000 shares of common stock for issuance under the 1996 Employee Stock Purchase Plan, as amended (the Purchase Plan). The Purchase Plan had a six-month contribution period with purchase dates of June 30 and December 31 each year. Effective January 1, 2006, the Purchase Plan was amended such that the purchase price of common stock would be at 85% of the fair market value per share of common stock on the date on which the shares are purchased. As of June 30, 2006, 640,000 shares had been issued pursuant to the Purchase Plan. The Company recognized approximately $77,000 in share-based compensation expense related to the purchase on June 30, 2006.

Effective July 1, 2006, the Company terminated the Purchase Plan as a result of a review of the Purchase Plan's effectiveness in providing long-term share ownership to the Company's employees. In addition, the Purchase Plan had an insufficient amount of shares available to allow full participation by employees.

Warrants. The Company has outstanding warrants to purchase 3,940 shares of common stock at $52.05 that expire in December 2012.

The following shares of common stock are reserved for future issuance at December 31, 2007 (in thousands):

Share based compensation plans	6,477
Warrants	4
Total	6,481

NOTE 7. SIGNIFICANT COLLABORATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

Dainippon Sumitomo Pharma Co., Ltd. On October 31, 2007, the Company entered into an exclusive license agreement with Dainippon Sumitomo Pharma Co. Ltd. (DSP), under which the Company licensed rights to indiplon to DSP and agreed to collaborate with DSP on the development and commercialization of indiplon in Japan. Pursuant to the license agreement, among other things, the Company received an up-front license fee of $20.0 million. The Company is also eligible to receive additional milestone payments upon specified future events related to the development and commercialization of indiplon in Japan. Should all milestones be achieved, the Company may be entitled to payments totaling an additional $115.0 million. Additionally, the Company is entitled to royalties from DSP on future sales of indiplon in Japan. As of December 31, 2007, we had recorded revenue of $0.5 million in license fees.

Pfizer. In December 2002, the Company entered into an exclusive worldwide collaboration with Pfizer, Inc. (Pfizer) to complete the clinical development of, and to commercialize, indiplon for the treatment of insomnia. Under the terms of the agreement, Pfizer and Neurocrine collaborated in the completion of the indiplon Phase III clinical program. During 2005, the Company was responsible for $5.5 million in development costs, and all other external collaboration costs were borne by Pfizer. During 2005, Pfizer supported the creation and operation of a 200-person Neurocrine sales force to detail Pfizer's antidepressant drug Zoloft® to psychiatrists in the United States. During 2003, the Company received an upfront license fee of $100 million under the collaboration.

For the years ended December 31, 2006, and 2005, the Company recognized revenue of $6.6 million and $8.7 million, respectively, from the reimbursement of clinical development expenses under the Pfizer agreement. The Company also amortized into revenue $6.5 million, and $20.7 million of the upfront license fee for the years ended December 31, 2006, and 2005, respectively. During 2005, the Company received a $70.0 million milestone payment from Pfizer related to the FDA's accepting for review the NDA filings for the indiplon capsules and tablets. The Company also recognized $16.5 million and $22.0 million from Pfizer during 2006 and 2005, respectively, as a sales force allowance for the building and operation of the Company's 200-person sales force.

On June 22, 2006 the Company and Pfizer agreed to terminate the collaboration and license agreements to develop and co-promote indiplon effective December 19, 2006. As a result, the Company reacquired all worldwide rights for indiplon capsules and tablets and is responsible for any further costs associated with development, registration, marketing and commercialization of indiplon.

The Company obtained rights to indiplon pursuant to a 1998 Sublicense and Development Agreement with DOV Pharmaceutical, Inc. (DOV) and is responsible for specified milestone payments and royalties to DOV on net sales under the license agreement. Wyeth licensed the indiplon technology to DOV in 1998 in exchange for milestone payments and royalties on future sales of indiplon. On February 26, 2004, the Company entered into several agreements with Wyeth and DOV pursuant to which the Company acquired Wyeth's financial interest in indiplon for approximately $95.0 million, consisting of $50.0 million in cash and $45.0 million of the Company's common stock. The agreements among the Company, Wyeth and DOV provide that the Company will make milestone and royalty

payments to DOV net of amounts that DOV would have been obligated to pay to Wyeth such that the Company will retain all milestone, royalty and other payments on indiplon commercialization that would have otherwise been payable to Wyeth, effectively decreasing the Company's royalty obligation on sales of indiplon from six percent to three and one-half percent. This transaction was recorded as a prepaid royalty and was to be amortized over the commercialization period of indiplon, based primarily upon total estimated indiplon sales (see Note 1 for a discussion of the impairment of the prepaid royalty). Additionally, the Company is responsible for specified milestone payments up to $3.5 million to DOV Pharmaceutical under the license agreement, of which $2.0 million was paid during 2004, $1.0 million was paid in 2007 and the balance will be payable upon commercialization of indiplon.

GlaxoSmithKline. In July 2001, the Company announced a worldwide collaboration with GlaxoSmithKline (GSK) to develop and commercialize CRF antagonists for psychiatric, neurological and gastrointestinal diseases. Under the terms of this agreement, the Company and GSK will conduct a collaborative research program for up to five years and collaborate in the development of Neurocrine's current lead CRF compounds, as well as novel back-up candidates and second generation compounds identified through the collaborative research. In addition, the Company will be eligible to receive milestone payments as compounds progress through the research and development process, royalties on future product sales and co-promotion rights in the U.S. under some conditions. GSK may terminate the agreement at its discretion upon prior written notice to the Company. In such event, the Company may be entitled to certain payments and all product rights would revert to Neurocrine. For each of the years ended December 31, 2007, 2006 and 2005, the Company recognized $0.1 million, $9.1 million and $2.5 million, respectively, in revenue under the GSK agreement. The sponsored research portion of this collaboration agreement ended in 2005.

NOTE 8. INCOME TAXES

On July 13, 2006, the FASB issued FIN 48. Under FIN 48, the impact of an uncertain income tax position on the income tax return must be recognized at the largest amount that is more-likely-than-not to be sustained upon audit by the relevant taxing authority. An uncertain income tax position will not be recognized if it has less than a 50% likelihood of being sustained. Additionally, FIN 48 provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. FIN 48 is effective for fiscal years beginning after December 15, 2006.

The Company adopted the provisions of FIN 48 on January 1, 2007. There were no unrecognized tax benefits as of the date of adoption. As a result of the implementation of FIN 48, the Company did not recognize an increase in the liability for unrecognized tax benefits. There are no unrecognized tax benefits included in the balance sheet that would, if recognized, affect the effective tax rate.

The Company's practice is to recognize interest and/or penalties related to income tax matters in income tax expense. The Company had no accrual for interest or penalties on the Company's balance sheets at December 31, 2006 and at December 31, 2007, and has not recognized interest and/or penalties in the statement of operations for the year ended December 31, 2007.

The Company is subject to taxation in the United States and various state jurisdictions. The Company's tax years for 1993 and forward are subject to examination by the United States and California tax authorities due to the carry forward of unutilized net operating losses and R&D credits.

The adoption of FIN 48 did not impact the Company's financial condition, results of operations or cash flows. At December 31, 2007, the Company had net deferred tax assets of $65.8 million. Due to uncertainties surrounding the Company's ability to generate future taxable income to realize these assets, a full valuation has been established to offset the net deferred tax asset. Additionally, the future utilization of the Company's net operating loss and research and development credit carry forwards to offset future taxable income may be subject to an annual limitation, pursuant to Internal Revenue Code Sections 382 and 383, as a result of ownership changes that may have occurred previously or that could occur in the future. Although the Company determined that an ownership change had not occurred through January 31, 2007, it is possible that an ownership change occurred subsequent to that date.

Certain owners are not required to submit ownership change information with the Securities and Exchange Commission until mid-February 2008. The Company has decided to wait until this information is available and then update its Section 382 analysis regarding the limitation of the net operating loss and research and development credit carry forwards. Until this analysis has been updated the Company has removed the deferred tax assets for net operating losses of $194.4 million and research and development credits of $37.1 million generated through 2007 from its deferred tax asset schedule and has recorded a corresponding decrease to its valuation allowance. When this analysis is finalized, the Company plans to update its unrecognized tax benefits under FIN 48. Due to the existence of the valuation allowance, future changes in the Company's unrecognized tax benefits will not impact the Company's effective tax rate.

At December 31, 2007, the Company had Federal and California income tax net operating loss carry forwards of approximately $510.8 million and $392.3 million, respectively. The Federal and California tax loss carry forwards will begin to expire in 2010 and 2007, respectively, unless previously utilized. In addition, the Company has Federal and California research and development tax credit carry forwards of $25.4 million and $18.0 million, respectively. The Federal research and development credit carry forwards will begin to expire in 2007 unless previously utilized. The California research and development credit carry forwards carry forward indefinitely. The Company also has Federal Alternative Minimum Tax credit carry forwards of approximately $256,000, which will carry forward indefinitely. At December 31, 2007, approximately $88.3 million of the net operating loss carry forwards relate to stock option exercises, which will result in an increase to additional paid-in capital and a decrease in income taxes payable at the time when the tax loss carry forwards are utilized.

Significant components of the Company's deferred tax assets as of December 31, 2007 and 2006 are listed below. A valuation allowance of $65.8 million and $210.6 million at December 31, 2007 and 2006, respectively, has been recognized to offset the net deferred tax assets as realization of such assets is uncertain. Amounts are shown in thousands as of December 31, of the respective years (in thousands):

	2007	2006
Deferred tax assets:		
Net operating loss carry forwards	$ —	$ 186,300
Tax credit carry forwards	—	32,300
Capitalized research and development	4,000	5,100
Deferred compensation	2,800	2,700
FAS 123R expense	6,600	4,100
Unrealized losses on investments	100	600
Deferred revenue	8,000	—
Investment in LLC	13,700	(11,300)
Intangibles	28,500	(7,200)
Other	2,200	1,200
Total deferred tax assets	65,900	213,800
Deferred tax liabilities:		
Fixed assets	100	3,200
Total deferred tax liabilities	100	3,200
Net deferred tax asset	65,800	210,600
Valuation allowance	(65,800)	(210,600)
Net deferred tax assets	$ —	$ —

The provision for income taxes on earnings subject to income taxes differs from the statutory Federal rate at December 31, 2007, 2006 and 2005, due to the following (in thousands):

	2007	2006	2005
Federal income taxes at 35%	$ (72,472)	$ (37,522)	$ (7,767)
State income tax, net of Federal benefit	(11,906)	(6,170)	(1,077)
Tax effect on non-deductible expenses	700	(1,854)	(112)
Increase in valuation allowance(1)	83,678	45,546	8,956
	$ —	$ —	$ —

(1) The removal of the valuation allowance related to the net operating loss carry forwards and research and development tax credits is not included in the increase in the valuation allowance. See above explanation.

NOTE 9. RETIREMENT PLAN

The Company has a 401(k) defined contribution savings plan (401(k) Plan). The 401(k) Plan is for the benefit of all qualifying employees and permits voluntary contributions by employees up to 60% of base salary limited by the IRS-imposed maximum. The Company matches 50% of employee contributions up to 6% of eligible compensation, with cliff vesting over four years. Employer contributions were $690,000, $1,152,000 and $1,069,000 for the years ended December 31, 2007, 2006, and 2005, respectively.

NOTE 10. LEGAL MATTERS

On June 19, 2007, Construction Laborers Pension Trust of Greater St. Louis filed a purported class action lawsuit in the United States District Court for the Southern District of California under the caption Construction Laborers Pension Trust of Greater St. Louis v. Neurocrine Biosciences, Inc. On June 26, 2007, a second purported class action lawsuit was filed. On October 16, 2007, both purported class action lawsuits were consolidated into one action under the caption In re Neurocrine Biosciences, Inc. Securities Litigation, 07-cv-1111-IEG-RBB. The court also selected lead plaintiffs and ordered lead plaintiffs to file a consolidated complaint. On November 30, 2007, lead plaintiffs filed a consolidated amended complaint, which is now the operative complaint in the litigation. The complaint alleges, among other things, that the Company and certain of its officers and directors violated federal securities laws by making allegedly false and misleading statements regarding the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. On January 11, 2008, Neurocrine and the individual defendants filed a motion to dismiss the complaint. Briefing on the motion to dismiss is expected to be completed in March 2008, and a hearing on the motion is currently scheduled for April 7, 2008.

In addition, on June 25, 2007, a shareholder derivative complaint was filed in the Superior Court of the State of California for the County of San Diego by Ralph Lipeles under the caption, Lipeles v. Lyons. The complaint was brought purportedly on our behalf against certain current and former officers and directors and alleges, among other things, that the named officers and directors breached their fiduciary duties by directing us to make allegedly false statements about the progress toward FDA approval and the potential for market success of indiplon in the 15mg dosage unit. All proceedings in this matter have been stayed pending resolution of the motion to dismiss the federal class action lawsuit.

The Company intends to take all appropriate action in responding to all of the complaints. Due to the uncertainty of the ultimate outcome of these matters, the impact, if any, on the Company's future financial results is not subject to reasonable estimate as of December 31, 2007.

NEUROCRINE BIOSCIENCES, INC.

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS — (Continued)

NOTE 11. SELECTED QUARTERLY FINANCIAL DATA (UNAUDITED)

The following is a summary of the quarterly results of operations of the Company for the years ended December 31, 2007 and 2006 (unaudited, in thousands, except for loss per share data):

	Quarters Ended				Year Ended
	Mar 31	Jun 30	Sep 30	Dec 31	Dec 31
2006					
Revenues	$ 19,476	$ 9,244	$ 1,074	$ 9,440	$ 39,234
Operating expenses	47,070	38,508	41,270	25,703	152,551
Net loss	(25,901)	(27,449)	(39,143)	(14,712)	(107,205)
Net loss per share:					
Basic and diluted	$ (0.69)	$ (0.73)	$ (1.03)	$ (0.39)	$ (2.84)
Shares used in the calculation of net loss per share:					
Basic and diluted	37,355	37,764	37,868	37,894	37,722
2007					
Revenues	$ 104	$ 48	$ 540	$ 532	$ 1,224
Operating expenses	27,378	27,596	29,366	129,126	213,466
Net loss	(25,720)	(26,364)	(27,240)	(127,975)	(207,299)
Net loss per share:					
Basic and diluted	$ (0.68)	$ (0.69)	$ (0.72)	$ (3.35)	$ (5.45)
Shares used in the calculation of net loss per share:					
Basic and diluted	37,908	37,969	37,990	38,165	38,009

ITEM 9. ***CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE***

Not applicable.

ITEM 9A. ***CONTROLS AND PROCEDURES***

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the timelines specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives, and in reaching a reasonable level of assurance, management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

As required by SEC Rule 13a-15(b), we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the year covered by this report. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level.

Management's Report on Internal Control Over Financial Reporting

Internal control over financial reporting refers to the process designed by, or under the supervision of, our Chief Executive Officer and Chief Financial Officer, and effected by our board of directors, management and other personnel, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, and includes those policies and procedures that:

(1) Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;

(2) Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorization of our management and directors; and

(3) Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements.

Internal control over financial reporting cannot provide absolute assurance of achieving financial reporting objectives because of its inherent limitations. Internal control over financial reporting is a process that involves human diligence and compliance and is subject to lapses in judgment and breakdowns resulting from human failures. Internal control over financial reporting also can be circumvented by collusion or improper management override. Because of such limitations, there is a risk that material misstatements may not be prevented or detected on a timely basis by internal control over financial reporting. However, these inherent limitations are known features of the financial reporting process. Therefore, it is possible to design into the process safeguards to reduce, though not eliminate, this risk. Management is responsible for establishing and maintaining adequate internal control over financial reporting for the company.

Management has used the framework set forth in the report entitled *Internal Control-Integrated Framework* published by the Committee of Sponsoring Organizations of the Treadway Commission, known as COSO, to evaluate the effectiveness of our internal control over financial reporting. Based on this assessment, management has concluded that our internal control over financial reporting was effective as of December 31, 2007.

There has been no change in our internal control over financial reporting during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Report of Independent Registered Public Accounting Firm
on Internal Control Over Financial Reporting

The Board of Directors and Stockholders
Neurocrine Biosciences, Inc.

We have audited Neurocrine Biosciences, Inc.'s internal control over financial reporting as of December 31, 2007, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Neurocrine Biosciences' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Neurocrine Biosciences, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2007 based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets as of December 31, 2007 and 2006, and the related consolidated statements of operations, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2007 of Neurocrine Biosciences, Inc. and our report dated February 7, 2008 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

San Diego, California
February 7, 2008

ITEM 9B. ***OTHER INFORMATION***

None

PART III

ITEM 10. ***DIRECTORS, OFFICERS AND CORPORATE GOVERNANCE***

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

We have adopted a code of ethics that applies to our Chief Executive Officer, Chief Financial Officer, and to all of our other officers, directors, employees and agents. The code of ethics is available at the Corporate Governance section of the Investor Relations page on our website at *www.neurocrine.com*. We intend to disclose future amendments to, or waivers from, certain provisions of our code of ethics on the above website within four business days following the date of such amendment or waiver.

ITEM 11. ***EXECUTIVE COMPENSATION***

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 12. ***SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS***

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 13. ***CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE***

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

ITEM 14. ***PRINCIPAL ACCOUNTANT FEES AND SERVICES***

Information required by this item will be contained in our Definitive Proxy Statement for our 2008 Annual Meeting of Stockholders, to be filed pursuant to Regulation 14A, with the Securities and Exchange Commission within 120 days of December 31, 2007. Such information is incorporated herein by reference.

PART IV

ITEM 15. ***EXHIBITS AND FINANCIAL STATEMENT SCHEDULES***

(a) Documents filed as part of this report.

1. List of Financial Statements. The following are included in Item 8 of this report:

Report of Independent Registered Public Accounting Firm

Consolidated Balance Sheets as of December 31, 2007 and 2006

Consolidated Statements of Operations for the years ended December 31, 2007, 2006 and 2005

Consolidated Statements of Stockholders' Equity for the years ended December 31, 2007, 2006 and 2005

Consolidated Statements of Cash Flows for the years ended December 31, 2007, 2006 and 2005

Notes to the Consolidated Financial Statements (includes unaudited Selected Quarterly Financial Data)

2. List of all Financial Statement schedules. All schedules are omitted because they are not applicable or the required information is shown in the Financial Statements or notes thereto.

3. List of Exhibits required by Item 601 of Regulation S-K. See part (b) below.

(b) Exhibits. The following exhibits are filed as part of, or incorporated by reference into, this report:

Exhibit Number	Description
3.1	Restated Certificate of Incorporation (1)
3.2	Certificate of Amendment to Certificate of Incorporation (18)
3.3	Bylaws (1)
3.4	Certificate of Amendment of Bylaws (8)
3.5	Certificate of Amendment to Bylaws (19)
4.1	Form of Common Stock Certificate (1)
10.1	1992 Incentive Stock Plan, as amended (6)
10.2	1996 Director Stock Option Plan, as amended, and form of stock option agreement (1)
10.3*	Research and License Agreement dated October 15, 1996, between the Registrant and Eli Lilly and Company (2)
10.4	Form of incentive stock option agreement and nonstatutory stock option agreement for use in connection with 1992 Incentive Stock Plan (23)
10.5*	Sub-License and Development Agreement dated June 30, 1998, by and between DOV Pharmaceutical, Inc. and the Registrant (3)
10.6*	Collaboration and License Agreement dated January 1, 1999, by and between American Home Products Corporation acting through its Wyeth Laboratories Division and the Registrant (4)
10.7*	Collaboration and License Agreement between the Registrant and Glaxo Group Limited dated July 20, 2001 (7)
10.8	2001 Stock Option Plan, as amended August 6, 2002 and October 15, 2002 (9)
10.9	Neurocrine Biosciences, Inc. Nonqualified Deferred Compensation Plan, as amended (5)
10.10	Neurocrine Biosciences, Inc. 2003 Incentive Stock Plan, as amended and form of stock option agreement and restricted stock unit agreement (12)
10.11	Employment Commencement Nonstatutory Stock Option Agreement between the Registrant and Wendell Wierenga (13)
10.12	Tax Indemnity Agreement between the Registrant and Gary Lyons (10)
10.13	Tax Indemnity Agreement between the Registrant and Paul W. Hawran (10)
10.14	Tax Indemnity Agreement between the Registrant and Margaret Valeur-Jensen (10)

Exhibit Number	Description
10.15	Tax Indemnity Agreement between the Registrant and Kevin Gorman (10)
10.16	Assignment and License Agreement dated February 26, 2004 by and among Wyeth Holdings Corporation and the Registrant (11)
10.17	Stock Purchase Agreement dated February 25, 2004 by and among Wyeth Holdings Corporation and the Registrant (11)
10.18	Consent Agreement and Amendment dated February 25, 2004 by and among Wyeth Holdings Corporation, the Registrant and DOV Pharmaceutical, Inc. (11)
10.19	License Agreement dated March 15, 2004 by and among Wyeth Holdings Corporation and DOV Pharmaceutical, Inc. (11)
10.20	Employment Commencement Nonstatutory Stock Option Agreement between the Registrant and Richard Ranieri (15)
10.21	Employment Commencement Nonstatutory Stock Option Agreement between the Registrant and Christopher O'Brien (16)
10.22	Amendment dated February 7, 2006 to Collaboration and License Agreement between the Registrant and Glaxo Group Limited (21)
10.23	Amended and Restated Employment Agreement dated September 18, 2006 between the Registrant and Paul W. Hawran (20)
10.24	Consulting Agreement dated November 15, 2006 between the Registrant and Wylie Vale (17)
10.25	Consulting Agreement dated December 30, 2006 between the Registrant and Wendell Wierenga, Ph.D. (22)
10.26**	License Agreement dated October 31, 2007 between the Registrant and Dainippon Sumitomo Pharma Co. Ltd.
10.27**	Amendment dated October 29, 2007 to Sub-License and Development Agreement dated June 30, 1998, by and between DOV Pharmaceutical, Inc. and the Registrant
10.28	Lease dated December 4, 2007, between the Registrant and DMH Campus Investors, LLC (14)
10.29	Letter of Credit dated December 3, 2007, issued by Wells Fargo Bank, N.A. for the benefit of DMH Campus Investors, LLC (14)
10.30	Employment Agreement dated August 1, 2007 between the Company and Gary A. Lyons (12)
10.31	Employment Agreement dated August 1, 2007 between the Company and Kevin C. Gorman, Ph.D. (12)
10.32	Employment Agreement dated August 1, 2007 between the Company and Margaret E. Valeur-Jensen, Ph.D. (12)
10.33	Employment Agreement dated August 1, 2007 between the Company and Timothy P. Coughlin (12)
10.34	Employment Agreement dated August 1, 2007 between the Company and Richard Ranieri (12)
10.35	Employment Agreement dated August 1, 2007 between the Company and Christopher F. O'Brien M.D.
10.36	Employment Agreement dated August 1, 2007 between the Company and Dimitri E. Grigoriadis, Ph.D.
10.37	Employment Agreement dated August 1, 2007 between the Company and Haig Bozigian, Ph.D.
21.1	Subsidiaries of the Registrant
23.1	Consent of Independent Registered Public Accounting Firm
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934
31.2	Certification of Chief Financial Officer pursuant to Rules 13a-14 and 15d-14 promulgated under the Securities Exchange Act of 1934
32***	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(1) Incorporated by reference to the Company's Registration Statement on Form S-1 (Registration No. 333-03172)

(2) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1996 filed on March 31, 1997
(3) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 14, 1998
(4) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1998 filed on March 31, 1999
(5) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on November 2, 2007
(6) Incorporated by reference to the Company's Registration Statement on Form S-8 filed on July 16, 2001
(7) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 14, 2001
(8) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997 filed on April 10, 1998
(9) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2002 filed on March 4, 2003
(10) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2003 filed on March 15, 2004
(11) Incorporated by reference to the Company's Report on Form 8-K filed on March 17, 2004, as amended
(12) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 3, 2007
(13) Incorporated by reference to the Company's Registration Statement on Form S-8 filed on September 2, 2004
(14) Incorporated by reference to the Company's Report on Form 8-K filed on December 10, 2007
(15) Incorporated by reference to the Company's Report on Form 8-K filed on June 24, 2005
(16) Incorporated by reference to the Company's Report on Form 8-K filed on November 1, 2005
(17) Incorporated by reference to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2006 filed on February 9, 2007
(18) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 9, 2006
(19) Incorporated by reference to the Company's Quarterly Report on Form 10-Q filed on August 9, 2004
(20) Incorporated by reference to the Company's Report on Form 8-K filed on September 19, 2006
(21) Incorporated by reference to the Company's Report on Form 8-K filed on February 13, 2006
(22) Incorporated by reference to the Company's Report on Form 8-K filed on December 22, 2006.
(23) Incorporated by reference to the Company's Registration Statement on Form S-8 filed on June 26, 1998.

* Confidential treatment has been granted with respect to certain portions of the exhibit.

** Confidential treatment has been requested with respect to certain portions of the exhibit.

*** These certifications are being furnished solely to accompany this annual report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934 and are not to be incorporated by reference into any filing of Neurocrine Biosciences, Inc., whether made before or after the date hereof, regardless of any general incorporation language in such filing.

(c) Financial Statement Schedules. See Item 15(a)(2) above.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) 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.

NEUROCRINE BIOSCIENCES, INC.
A Delaware Corporation

By: /s/ Kevin C. Gorman
Kevin C. Gorman
President and Chief
Executive Officer

Date: February 8, 2008

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ Kevin C. Gorman Kevin C. Gorman	President, Chief Executive Officer and Director (Principal Executive Officer)	February 8, 2008
/s/ Timothy P. Coughlin Timothy P. Coughlin	Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	February 8, 2008
/s/ Joseph A. Mollica Joseph A. Mollica	Chairman of the Board of Directors	February 8, 2008
/s/ Gary A. Lyons Gary A. Lyons	Director	February 8, 2008
/s/ Corinne H. Lyle Corinne H. Lyle	Director	February 8, 2008
/s/ W. Thomas Mitchell W. Thomas Mitchell	Director	February 8, 2008
/s/ Richard F. Pops Richard F. Pops	Director	February 8, 2008
/s/ Stephen A. Sherwin Stephen A. Sherwin	Director	February 8, 2008
/s/ Wylie W. Vale Wylie W. Vale	Director	February 8, 2008

Exhibit 10.26

*****Text Omitted and Filed Separately with the Securities and Exchange Commission. Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 240.24b-2**

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated on October 31, 2007, is made by and between Neurocrine Biosciences, Inc., 12790 El Camino Real, San Diego, California, U.S.A. 92130 ("Neurocrine") and Dainippon Sumitomo Pharma Co., Ltd., 6-8 Doshomachi 2-chome, Chuo-ku, Osaka 541-0045, Japan ("DSP").

WHEREAS, DSP is engaged in the research, development and commercialization of human pharmaceutical products;

WHEREAS, Neurocrine is the owner or licensee of certain patent rights and know how relating to Indiplon (as defined below), a proprietary sleep hypnotic compound;

WHEREAS, DSP and Neurocrine have agreed to collaborate, on the terms and conditions set forth herein, in the development and commercialization of Indiplon;

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

ARTICLE ONE
DEFINITIONS

When used in this Agreement, each of the following terms shall have the meanings set forth in this Article One. Any terms defined elsewhere in this Agreement should be given equal weight and importance as though set forth in this Article One.

1.1 **"Affiliate"** shall mean a person that, directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with the person specified. For the purposes of this definition, control shall mean the direct or indirect ownership of, (a) in the case of corporate entities, securities authorized to cast more than fifty percent (50%) of the votes in any election for directors or (b) in the case of non-corporate entities, more than fifty percent (50%) ownership interest with the power to direct the management and policies of such non-corporate entity. Notwithstanding the foregoing, the term "Affiliate" shall not include corporate entities in which a Party or its Affiliates owns a majority of the ordinary voting power to elect a majority of the board of directors, but is restricted from electing such majority by contract or otherwise, until such time as such restrictions are no longer in effect.

1.2 **"Collaboration"** shall mean the collaboration between Neurocrine and DSP to Develop and Commercialize Products under the terms and conditions set forth herein.

1.3 **"Commercialize"** or "**Commercialization**" shall mean those activities relating to the commercial manufacture, marketing and sale of Products.

1.4 **"Commercially Reasonable Efforts"** shall mean efforts and resources commonly used in the pharmaceutical industry for a product at a similar stage with the Products in its development or product life and is of similar market

potential taking into account efficacy, safety, Regulatory Authorities' approved labeling, the competitiveness of alternative products in the marketplace, the patent and other proprietary position of the product, the likelihood of Regulatory Approval given the regulatory structure involved, the profitability of the product including the royalties payable to licensors of patent rights, alternative products and other relevant factors. Commercially Reasonable Efforts shall be determined on a market-by-market basis for a particular product, and it is anticipated that the level of effort will change over time, reflecting changes in the status of the Products and the market involved.

1.5 **"Confidential Information"** shall mean with respect to each Party, non-public proprietary data or information which is in whole or in part owned or Controlled by such Party and/or any of its Affiliates and/or information designated as Confidential Information of such Party hereunder.

1.6 **"Control(s)" or "Controlled"** shall mean with respect to Technology, the possession of the ability to grant licenses or sublicenses without violating the terms of any agreement or other arrangement with, or the rights of, any Third Party.

1.7 **"Default"** shall mean with respect to a Party that (i) any representation or warranty of such Party set forth herein shall have been untrue in any material respect when made or (ii) such Party shall have failed to perform any material obligation set forth in this Agreement.

1.8 **"Develop" or "Development"** shall mean those activities related to the non-clinical and clinical development of Products.

1.9 **"Development Program"** shall mean the worldwide program of Development of the IR Product (and upon DSP's exercise of the MR Option, the MR Product) consisting of the DSP Development Program and the Neurocrine Development Program.

1.10 **"DOV Agreement"** shall mean the Sublicense and Development Agreement dated June 30, 1998 by and between DOV Pharmaceutical, Inc. and Neurocrine as such agreement may be amended from time to time.

1.11 **"DSP Confidential Information"** shall mean Confidential Information owned or Controlled by DSP and/or any of its Affiliates or otherwise designated as DSP Confidential Information hereunder.

1.12 **"DSP Development Program"** shall mean the program to Develop the IR Product (and upon DSP's exercise of the MR Option, the MR Product) in the Territory conducted by DSP with the Collaboration of Neurocrine pursuant to this Agreement.

1.13 **"DSP Technology"** shall mean, all Technology owned or Controlled by DSP and/or any of its Affiliates on the Effective Date and/or at any time during the term of this Agreement that (i) is necessary or useful to make, have made, use, Develop, sell, offer for sale, have sold and import Indiplon or Products and/or (ii) claims, describes or relates to the manufacture or use of Indiplon and/or Products.

1.14 **"Effective Date"** shall mean the date first written above.

1.15 **"FDA"** shall mean the Federal Food and Drug Administration of the United States Department of Health and Human Services or any successor agency thereof.

1.16 **"Field of Use"** shall mean all human therapeutic, prophylactic and diagnostic uses.

1.17 **"First Commercial Sale"** shall mean with respect to any Product approved for commercial sale, the first transfer by DSP, any of its Affiliates and/or its sublicensees of the Product to a Third Party in exchange for cash or some equivalent to which value can be assigned.

1.18 **"Generic Products"** shall mean pharmaceutical products (other than Products Developed and Commercialized by DSP pursuant to this Agreement) that contain Indiplon and can reasonably be used, or are reasonably used, for the same indication as any one or more indication(s) of Products.

1.19 **"Indiplon"** shall mean the nonbenzodiazepine insomnia agent compound described on Exhibit A.

1.20 **"IR Product"** shall mean the immediate release tablet, capsule or other formulation of Indiplon whose release profiles are proved to be equivalent thereto.

1.21 **"Manufacture" or "Manufacturing"** shall mean the activities required to manufacture Indiplon API (as defined in Section 6.1) or Products including, without limitation, test method development and stability testing, formulation, process development, manufacturing scale up, and quality assurance/quality control.

1.22 **"MHLW"** shall mean Kosei-Rodo-sho (Ministry of Health, Labour and Welfare of Japan) or successor agency thereof in Japan.

1.23 **"[...***...] Differentiation Strategy"** shall mean existing or future data generated in support of Neurocrine's stated [...***...] dosing/administration of Indiplon. Such existing data supporting the [...***...] will be expanded upon as the focus of [...***...] conducted by Neurocrine and/or ROW Partner(s). The [...***...] may be conducted with Indiplon alone or with Indiplon and comparative compounds relevant to the Rest of World insomnia market including but not limited to [...***...].

1.24 **"Milestones"** shall mean the payments to be made by DSP to Neurocrine upon occurrence of certain events as set forth in Article Seven.

1.25 **"MR Development Program"** shall mean the program to Develop the MR Product in the Rest of World conducted by Neurocrine, its Affiliates, Neurocrine together with a ROW Partner, or ROW Partner, including all Development activities in the United States of America. For the avoidance of doubt, MR Development Program shall include all Development of MR Product conducted prior to the Effective Date or during the term of this Agreement.

1.26 **"MR Product"** shall mean the modified or extended release tablet, capsule or other formulation of Indiplon whose release profiles are proved to be equivalent thereto.

1.27 **"MR Program Data"** shall mean all data and information owned or Controlled by Neurocrine or any of its Affiliates arising out of the MR Development Program, that is (i) collected under the requirements of Good Clinical Practice, Good Laboratory Practice or Good Manufacturing Practice (as defined by Regulatory Authorities), whether or not such data and information is submitted to Regulatory Authorities in Rest of World by Neurocrine, its Affiliates or the ROW Partner and (ii) non-clinical and CMC (chemistry, manufacturing and controls) data to the extent submitted in Regulatory Filings in the Rest of World and Necessary for Regulatory Filings in the Territory.

1.28 **"MR Option"** shall mean the option set forth in Section 3.2(a).

1.29 **"NDA"** shall mean a New Drug Application filed with the FDA pursuant to 21 CFR 314.

1.30 **"Net Sales"** shall mean the gross invoiced amount from sales of Products in the Territory by DSP, its Affiliates or sublicensees (the "Selling Party") to Third Parties less deductions actually allowed or specifically allocated to Products by the Selling Party using generally accepted accounting standards (GAAP) in the Territory for:

(i) packing, handling and transportation charges, including insurance, for transporting Products;

(ii) sales and excise taxes and duties paid or allowed by the Selling Party and any other governmental charges imposed upon the production, importation, use or sale of such Products;

(iii) trade, quantity and cash discounts (including non-discretionary early settlement discounts) allowed on Products;

(iv) allowances or credits to customers on account of rejection or return of Products;

(v) allowances or credits to customers on account of retroactive price reductions affecting such Products; and

(vi) Product rebates and Product charge backs including those granted to managed care entities and government agencies.

Sales between DSP, its Affiliates and its or their sublicensees shall be excluded from the computation of Net Sales and no payments shall be payable on such sales except where such Affiliates or sublicensees are end users but Net Sales shall include the subsequent final sales to Third Parties by such Affiliates or sublicensees.

1.31 **"Neurocrine Confidential Information"** shall mean Confidential Information owned or Controlled by Neurocrine and/or any of its Affiliates or otherwise designated as Neurocrine Confidential Information hereunder.

1.32 **"Neurocrine Development Program"** shall mean the program of Development of the IR Product (and upon DSP's exercise of the MR Option, the MR Product) conducted by or on behalf of Neurocrine or any of its Affiliates and/or the ROW Partners prior to the Effective Date and/or at any time during the term of this Agreement.

1.33 **"Neurocrine Program Data"** shall mean the data and information, including the Registration Program Data, owned or Controlled by Neurocrine, or any of its Affiliates arising out of the Neurocrine Development Program, that is (i) collected under the requirements of Good Clinical Practice, Good Laboratory

Practice or Good Manufacturing Practice (as defined by Regulatory Authorities) whether or not such data and information is submitted to Regulatory Authorities in Rest of World by Neurocrine or any of its Affiliates or the ROW Partner and (ii) non-clinical and CMC (chemistry, manufacturing and controls) data to the extent submitted in Regulatory Filings in the Rest of World. Neurocrine Program Data will include data and information owned or Controlled by Neurocrine's ROW Partner(s) to the extent such data and information is Necessary for DSP to obtain and maintain Regulatory Approval of the IR Product (and upon exercise of the MR Option, the MR Product) in the Territory. For the purposes of this Agreement, data and information will be deemed "Necessary" for Regulatory Approval of the IR Product [...***...] in the Territory if [...***...], based on requirements and precedents with similar products. For the avoidance of any doubt, such Necessary data and information will be owned or Controlled by Neurocrine or any of its Affiliates.

1.34 **"Neurocrine Patent Rights"** shall mean Patent Rights owned or Controlled by Neurocrine and/or any of its Affiliates in the Territory that are applicable to Indiplon and necessary or useful to make, have made, use, develop, sell, offer for sale, have sold and import Indiplon in the Territory. Neurocrine Patent Rights shall specifically include but not be limited to the Neurocrine Patent Rights set forth on Exhibit B and all Patent Rights derived therefrom.

1.35 **"Neurocrine Technology"** shall mean, all Technology owned or Controlled by Neurocrine and/or any of its Affiliates in the Territory on the Effective Date and/or at any time during the term of this Agreement that (i) is necessary or useful to make, have made, use, develop, sell, offer for sale, have sold and import Indiplon or Products, (ii) is applicable to Indiplon and/or Products, and/or (iii) claims, describes or relates to the manufacture or use of Indiplon and/or Products. Neurocrine Technology shall specifically include but not be limited to the Neurocrine Patent Rights, the Regulatory Filings (to the extent owned or Controlled by Neurocrine) and the Registration Program Data. Neurocrine Technology will not include any Technology owned or Controlled by Neurocrine that is (i) royalty bearing to any Third Party other than DOV Pharmaceutical, Inc, after the Effective Date and/or (ii) not incorporated in Products in the Rest of World and/or (iii) is not required to be provided under the terms of this Agreement.

1.36 **"Neurocrine Trademarks"** shall mean any trademarks for Products in the Rest of World that are owned or Controlled by Neurocrine.

1.37 **"Party"** shall mean DSP or Neurocrine, as the case may be, and **"Parties"** shall mean DSP and Neurocrine.

1.38 **"Patent Rights"** shall mean the rights and interests in and to all issued patents and pending patent applications in any country, including, without limitation, all provisional applications, substitutions, continuations, continuations-in-part, divisions, and renewals, all letters patent granted thereon, and all patents-of-addition, reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms, including, without limitation Supplementary Protection Certificates or the equivalent thereof.

1.39 **"Person"** shall mean any individual, firm, corporation, partnership, limited liability company, trust, unincorporated organization or other entity or a government agency or political subdivision thereto, and shall include any successor (by merger or otherwise) of such Person.

1.40 **"Product(s)"** shall mean any product containing Indiplon as an active ingredient, including the IR Product and, upon DSP's exercise of the MR Option, the MR Product. When used herein, "Products" shall not, in the event of a combination product, include any of the active ingredients of the combination product other than Indiplon but shall include derivatives and formulations of Indiplon.

1.41 **"Registration Program Data"** shall mean the data and information set forth in the NDAs for IR Product filed with the FDA, including but not limited to the NDA for IR Product filed on June 12, 2007.

1.42 **"Regulatory Approval"** shall mean the technical, medical and scientific licenses, registrations, authorizations and approvals (including, without limitation, approvals of Investigational Drug Applications, NDAs and equivalents, supplements and amendments, pre- and post- approvals, pricing and third party reimbursement approvals, and labeling approvals) of any national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity, necessary for the development, manufacture, distribution, marketing, promotion, offer for sale, use, import, export or sale of Product(s) in a regulatory jurisdiction.

1.43 **"Regulatory Authorities"** shall mean FDA and the MHLW and comparable regulatory or governmental authorities.

1.44 **"Regulatory Filings"** shall mean, collectively, Investigational New Drug Applications, Product License Applications, Drug Master Files, NDAs and/or any other equivalent or comparable filings as may be required by Regulatory Authorities to obtain Regulatory Approvals.

1.45 **"Rest of World"** shall mean all countries of the world outside the Territory.

1.46 **"ROW Partner(s)"** shall mean one or more Third Party Development and Commercialization partners selected by Neurocrine for the Rest of World.

1.47 **"Royalties"** shall mean those royalties payable by DSP to Neurocrine pursuant to Article Seven of this Agreement.

1.48 **"Safety Data"** shall mean data with respect to any adverse drug experience (as defined in 21 CFR 314.80) and serious adverse drug experience (as defined in 21 CFR 314.80 or 312.32) as such information is reportable to Regulatory Authorities. Safety Data shall also include "adverse events", "adverse drug reactions" and "unexpected adverse drug reactions", as these terms are expanded on and defined in the ICH Harmonized Tripartite Guideline for Clinical Safety Data Management: Definitions and Standards for Expedited Reporting.

1.49 **"Sleep Maintenance Indication"** shall mean FDA approval of an NDA for MR Product with an indication statement that reflects effective use for sleep maintenance or similar verbiage.

1.50 **"Steering Committee"** shall have the meaning set forth in Article Four hereof.

1.51 **"Technology"** shall mean proprietary data, information and all intellectual property, including but not limited to, trade secrets, know-how, inventions and technology, whether patentable or not, and Patent Rights directed to products,

processes, formulations and/or methods but which term shall specifically exclude copyright and all unregistered trademarks.

1.52 **"Territory"** shall mean Japan.

1.53 **"Third Party(ies)"** shall mean any Person other than Neurocrine, DSP and their respective Affiliates.

1.54 **"Third Party Royalties"** shall mean payments, based on Net Sales of Products by DSP, its Affiliates or sublicensees, to Third Parties to make, have made, use sell, offer for sale or import Indiplon in the Territory where the payments are based on Patent Rights owned or Controlled by such Third Party in the Territory.

1.55 **"Valid Claim"** shall mean a claim of an issued and unexpired and unabandoned patent or a pending claim of a pending patent application and which has not been held invalid or unenforceable by a court or other government agency of competent jurisdiction from which no appeal can be or has been taken and has not been admitted to be invalid or unenforceable through re-examination or disclaimer or otherwise.

ARTICLE TWO
REPRESENTATIONS AND WARRANTIES

2.1 **Neurocrine Representations and Warranties.** Neurocrine represents and warrants:

(a) Corporate Power. Neurocrine is duly organized and validly existing under the laws of the State of Delaware and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) Due Authorization. Neurocrine is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder. The Person executing this Agreement on Neurocrine's behalf has been duly authorized to do so by all requisite corporate action.

(c) Binding Agreement. This Agreement is a legal and valid obligation binding upon Neurocrine and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by Neurocrine does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental or administrative body or agency having jurisdiction over it.

(d) Validity. Neurocrine is aware of no action, suit or inquiry or investigation instituted by any federal, state, local or country governmental agency which questions or threatens the validity of this Agreement.

(e) Patent. As of the Effective Date, Neurocrine has not received any notice of infringement or any written communication relating in any way to the possible infringement of any Third Party's patent by the activities of the Parties contemplated by this Agreement. As of the Effective Date, Neurocrine is not aware of any Third Party's patent or patent application that would be infringed by the activities of the Parties contemplated by this Agreement or by DSP's exercise of the licenses granted by

Neurocrine other than that which has already been disclosed to DSP. Neurocrine is aware of no action, suit or inquiry or investigation instituted or threatened by any Person that questions or threatens the validity of, or Neurocrine's rights to, any Neurocrine Technology.

(f) DOV Agreement. To the extent any rights, licenses, consents or approvals must be obtained from DOV Pharmaceutical, Inc. or in accordance with the DOV Agreement in order for either (or both) of the Parties to perform its (or their) obligations hereunder or to Develop and Commercialize the Products as contemplated hereunder, or in order for DSP to fully exercise its rights under this Agreement, Neurocrine possesses and has obtained for itself and for DSP (and DSP's Affiliates and sublicensees, as applicable) all such rights, licenses, consents and approvals. The DOV Agreement does not include or impose any restrictions, obligations, conditions or payments applicable to DSP or its activities or rights hereunder other than those expressly incorporated in this Agreement.

2.2 DSP Representations and Warranties. DSP represents and warrants:

(a) Corporate Power. DSP is duly organized and validly existing under the laws of Japan and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) Due Authorization. DSP is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder. The Person executing this Agreement on DSP's behalf has been duly authorized to do so by all requisite corporate action.

(c) Binding Agreement. This Agreement is a legal and valid obligation binding upon DSP and enforceable in accordance with its terms. The execution, delivery and performance of this Agreement by DSP does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental or administrative body or agency having jurisdiction over it.

(d) Validity. As of the Effective Date, DSP is aware of no action, suit or inquiry or investigation instituted by any federal, state, local or country governmental agency which questions or threatens the validity of this Agreement.

2.3 Covenants.

(a) Neurocrine. Neurocrine recognizes that the Neurocrine Program Data may be indispensable for DSP to obtain the Regulatory Approval for the IR Product in the Territory. Based upon such recognition, Neurocrine shall make available to DSP [...***...]. Neurocrine shall make the Neurocrine Program Data available to DSP in a timely manner if DSP determines and represents to Neurocrine in good faith that such data is reasonably necessary for DSP to obtain and maintain Regulatory Approval for the IR Product in the Territory. In addition, notwithstanding Section 3.2, Neurocrine shall provide DSP with the MR Program Data in a timely manner to the extent that DSP determines and represents to Neurocrine in good faith that such data is reasonably necessary for DSP to obtain and maintain the Regulatory Approval for the IR Product in the Territory. Unless and until DSP exercises the MR Option pursuant to Section 3.2, DSP shall use such MR Program Data for the sole purpose of obtaining and maintaining the Regulatory Approval for the IR Product in the Territory. [...***...].

(b) DSP. DSP shall use Commercially Reasonable Efforts to Develop and Commercialize Products in the Territory.

(c) Neurocrine covenants to keep the DOV Agreement in full force and effect except where the failure to do so will not have any material adverse effect on the ability of DSP to Develop and Commercialize Indiplon or Products in the Territory. DSP covenants to assist and co-operate with Neurocrine in meeting the obligations under the DOV Agreement in so far as they relate to the Territory.

2.4 Invention Assignment Agreements. All Neurocrine and DSP personnel conducting the Development Program shall have executed Neurocrine's or DSP's, as the case may be, standard non-disclosure and invention assignment agreement.

2.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY MAKES NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY MATERIALS OR MATTERS WHATSOEVER, INCLUDING WITHOUT LIMITATION NEUROCRINE TECHNOLOGY AND DSP TECHNOLOGY.

ARTICLE THREE
LICENSES

3.1 License Grant to DSP. Neurocrine hereby grants to DSP the sole and exclusive (even as to Neurocrine) right and license, with the right to sublicense, under the Neurocrine Technology to (i) identify, make, have made, use, develop, sell, offer for sale, have sold and import Products in the Field of Use in the Territory and (ii) make, have made, use, sell, offer for sale, have sold and import Indiplon in bulk, active ingredient form in the Territory in connection with exercising its rights and licenses and its rights to sublicense under this Section 3.1.

3.2 MR Option. Neurocrine grants to DSP an exclusive option (the "MR Option") to obtain exclusive (even as to Neurocrine) right and license, with the right to sublicense, under the MR Program Data to (i) identify, make, have made, use, develop, sell, offer for sale, have sold and import MR Product in the Field of Use in the Territory and (ii) make, have made, use, sell, offer for sale, have sold and import Indiplon in bulk, active ingredient form in the Territory in connection with exercising its rights and licenses and its rights to sublicense under this Section 3.2. The MR Option may be exercised at any time after [...***...] and prior to [...***...] on the terms and conditions set forth in Section 7.3.

3.3 Neurocrine Trademarks.

(a) Promptly after the Neurocrine Trademarks which will be used for any of the Products in any country of the Rest of World are determined, Neurocrine shall notify DSP in writing of such Neurocrine Trademarks. DSP may at any time and at its own discretion determine the trademark which will be used for the IR Product in the Territory, and shall have the right, but no obligation, to use such Neurocrine Trademarks for the IR Product in the Territory.

(b) Grant. In the event that DSP determines to use the Neurocrine Trademarks under Section 3.3(a), Neurocrine grants to DSP the exclusive license and right, free of

charge, to use the Neurocrine Trademarks solely and exclusively for the purpose of Commercialization of Products in the Territory in accordance with this Agreement and shall register the DSP's license of the Neurocrine Trademark at the Japan Patent Office pursuant to Section 9.6. Neurocrine shall make its best effort to obtain and maintain the registration of the Neurocrine Trademark in the Territory.

(c) In the event DSP elects to use the Neurocrine Trademarks for Products in the Territory**,** DSP shall be responsible for the direct payment of, or reimbursement to Neurocrine of, the Neurocrine expenses for registering and maintaining the Neurocrine Trademarks in the Territory incurred after Neurocrine registers the DSP's license of the Neurocrine Trademark at the Japan Patent Office, and all the other expenses relating to the Neurocrine Trademark shall be borne by Neurocrine unless otherwise provided for in this Agreement.

(d) In the event DSP does not elect to use the Neurocrine Trademarks for Products in the Territory, all trademarks associated with Products in the Territory shall be selected and owned by DSP and maintained at DSP's expense.

3.4 License Grant to Neurocrine. DSP hereby grants to Neurocrine the sole and exclusive (even as to DSP) right and license, with the right to sublicense, under the DSP Technology solely and exclusively to identify, make, have made, use, develop, sell, offer for sale, have sold and import Indiplon or Products in the Field of Use in the Rest of World. Notwithstanding the foregoing, DSP shall have no obligation to grant to Neurocrine any right and/or license under the DSP Technology to make, use or sell Products incorporating DSP's proprietary [...***...] (but will provide Neurocrine with any data or information on the DSP Technology as it is applied to [...***...]) but DSP may grant a royalty-bearing license for such DSP Technology to Neurocrine on the terms and conditions mutually agreed upon between the Parties.

3.5 Sublicenses; CROs; Contract Manufacturers. DSP shall have the right to

(a) grant sublicenses to Neurocrine Technology in the Territory, and

(b) retain, and in connection therewith, delegate authority to contract research organizations for purposes of conducting certain non-clinical and clinical studies in and/or outside the Territory under DSP Development Program for the sole purpose of obtaining Regulatory Approval in the Territory,

(c) subject to Section 6.6, retain contract manufacturers to Manufacture Indiplon API and/or Products in and/or outside the Territory solely for the purpose of Development and Commercialization in the Territory, and

(d) delegate DSP's other rights and/or obligations hereunder in whole or in part to DSP's Affiliates, sublicensees and/or DSP's designees ("Designees"),

provided however, that DSP shall remain responsible for the full and complete performance of all applicable DSP's rights and obligations hereunder. DSP shall provide Neurocrine with full and complete copies (provided the numbers associated with financial terms may be redacted) of all sublicense agreements between DSP and Third Parties in which rights to or sublicenses of the Neurocrine Technology are granted by DSP.

3.6 Regulatory Filings. As promptly as practicable after the Effective Date, Neurocrine shall make available to DSP all Neurocrine Program Data [...***...] and copies of the Regulatory Filings with respect to the IR Product. As promptly as

practicable after the exercise of the MR Option by DSP, Neurocrine shall make available to DSP all MR Program Data and Regulatory Filings with respect to the MR Product, existing on the exercise date, subject to Section 3.2.

3.7 Right of Inspection and Right of Reference.

(a) Inspection. Neurocrine hereby grants to DSP a right of inspection to prepare for and related to a request for inspection by the MHLW (and a right to have inspection conducted by the MHLW) to the Regulatory Filings of IR Product by Neurocrine and held in Neurocrine's name in Rest of World, to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. Neurocrine shall, to the extent Neurocrine has the right and authority, grant to DSP a right of inspection to Regulatory Filings of IR Product by the ROW Partner(s) or held in the ROW Partner(s) name in the Rest of World to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. In addition, notwithstanding Section 3.2, Neurocrine hereby grants to DSP a right of inspection to prepare for and related to a request for inspection by the MHLW (and a right to have inspection conducted by the MHLW) to the Regulatory Filings of MR Product by Neurocrine and held in Neurocrine's name in the Rest of World to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory and Neurocrine shall, to the extent Neurocrine has the right and authority, grant to DSP a right of inspection to Regulatory Filings of MR Product by the ROW Partner(s) or held in the ROW Partner(s) name in the Rest of World to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. Unless and until DSP exercises the MR Option pursuant to Section 3.2, DSP shall use such right of inspection to Regulatory Filings of MR Product for the sole purpose of obtaining and maintaining the Regulatory Approval for the IR Product in the Territory. Upon DSP's exercise of the MR Option, Neurocrine shall grant to DSP a right of inspection to prepare for and related to a request for inspection by the MHLW (and a right to have inspection conducted by the MHLW) to the Regulatory Filings with respect to the MR Product filed by Neurocrine and held in Neurocrine's name in the Rest of World, and, to the extent Neurocrine has the right and authority, grant to DSP a right of inspection to Regulatory Filings of MR Product by the ROW Partner(s) and held in the ROW Partner(s) in the Rest of World to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. DSP shall give Neurocrine prompt notice of any such inspections and allow representatives of Neurocrine to be present during any such inspections. To the extent Neurocrine does not have the right or authority to grant to DSP a right of inspection with respect to any Regulatory Filings by the ROW Partner(s), [...***...].

(b) Reference. Neurocrine hereby grants to DSP a right of reference to the IND(s) and NDA(s) filed on the IR Product in the Rest of World by Neurocrine and held in Neurocrine's name to the extent required for DSP to obtain and maintain Regulatory Approval for the IR Product in the Territory. Neurocrine will, to the extent Neurocrine has the right and authority, grant to DSP a right of reference to the IND(s) and NDA(s) filed on the IR Product in the Rest of World by the ROW Partner and held in the ROW Partner(s) name to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. In addition, notwithstanding Section 3.2, Neurocrine hereby grants to DSP a right of reference to the IND(s) and NDA(s) filed on the MR Product in the Rest of World by Neurocrine and held in Neurocrine's name to the extent required for DSP to obtain and maintain Regulatory Approval for the IR Product in the Territory and shall, to the extent Neurocrine has the right and authority, grant to DSP a right of reference to Regulatory Filings of MR Product by the ROW Partner(s) and held in the ROW Partner(s) name in the Rest of World to the extent required for DSP to obtain and maintain Regulatory Approval for the IR Product in the Territory. Unless and until DSP exercises the MR Option pursuant to Section 3.2, DSP

shall use such MR Program Data for the sole purpose of obtaining and maintaining the Regulatory Approval for the IR Product in the Territory. Similarly, upon DSP's exercise of the MR Option, Neurocrine shall grant to DSP a right of reference to the IND(s) and NDA(s) filed on MR Product in the Rest of World by Neurocrine and held in Neurocrine's name and Neurocrine will, to the extent Neurocrine has the right and authority, grant to DSP a right of reference to the IND(s) and NDA(s) filed on the MR Product in the Rest of World by the ROW Partner and held in the ROW Partner(s) name to the extent required for DSP to obtain and maintain Regulatory Approval in the Territory. To the extent Neurocrine does not have the right or authority to grant to DSP a right of reference with respect to any Regulatory Filings by the ROW Partner(s), [...***...].

(c) Safety Data of Indiplon. Neurocrine hereby grants to DSP a right of reference to all Safety Data of Indiplon including the Safety Data of the Neurocrine Program Data. Neurocrine further commits that the ROW Partner(s) will grant to DSP a right of reference to all Safety Data of Indiplon arising out of the Neurocrine Development Program.

(d) Other Data. Neurocrine grants to DSP the right to use the Registration Program Data to Develop and Commercialize Products in the Territory, In addition, Neurocrine grants to DSP the right to use Neurocrine Program Data other than the Registration Program Data and, to the extent Neurocrine has the right and authority, a right to use the Neurocrine Program Data developed by the ROW Partner(s) with a right to inspect any Regulatory Filings by the ROW Partner(s) included in Neurocrine Program Data, in each case without further charge to the extent DSP represents to Neurocrine in good faith that such data is reasonably necessary for DSP to obtain and maintain Regulatory Approval for the IR Product (and upon exercise of the MR Option, the MR Product) in the Territory. To the extent Neurocrine does not have the right or authority to grant to DSP a right to use any data arising from Neurocrine Development Program, [...***...] data in their respective territories to the extent [...***...] in their respective territories [...***...]

(e) Pharmacovigilance Agreement. At such time as DSP initiates Development in the Territory, the pharmacovigilance departments of the Parties shall meet and determine the approach to be taken for the collection, review, assessment, tracking and filing of information related to adverse events associated with Products worldwide. This approach shall be documented in a separate drug safety exchange agreement. In the event Neurocrine has selected one or more ROW Partners, the terms and conditions of any drug safety exchange agreement shall be subject to the reasonable comments of the ROW Partners and mutual agreement of DSP, Neurocrine and the ROW Partners, and shall not include any monetary consideration.

ARTICLE FOUR
STEERING COMMITTEE

4.1 Creation; Mission. Within sixty (60) days after the Effective Date, Neurocrine and DSP shall form a steering committee (the "Steering Committee") to oversee the Development in the Territory. The Steering Committee shall, subject to Section 4.4, have the following responsibilities: (i) to discuss policies for the Development in the Territory and the Rest of World, (ii) to coordinate activities of Development in the Territory with activities of Development in Rest of World, (iii) to review and monitor the annual plans of Development for the Territory including review of non-clinical and clinical study protocols, (iv) to coordinate data exchange and preparation of Regulatory

Filings including right of inspection of data which will be used for Regulatory Filings in the Territory, (v) to formulate a plan consistent with the Rest of World plan for reporting to one another and Regulatory Authorities, Safety Data reported or arising in the Development and (vi) to decide such other activities which the Parties agree to consign to the Steering Committee.

4.2 Secretary. A secretary to the Steering Committee shall be appointed on an annual basis and shall rotate between those designated by DSP and Neurocrine, with DSP providing the first such secretary. The secretary shall be responsible for scheduling semi-annual meetings, distributing meeting materials in advance of meetings and meeting minutes following meetings. The secretary shall also be empowered to call special meetings on request of any Steering Committee member and the secretary shall not unreasonably withhold or delay consent to call such a meeting upon request. The Party whose designated Steering Committee member requested such special meeting shall send notices and agenda for such meetings to the other Party and to each Steering Committee member.

4.3 Meetings. The Steering Committee shall meet no less frequently than every six (6) months. Steering Committee meetings may be by teleconference or by videoconference as well as in person, with at least one face-to-face meeting per annum, timing of which shall be decided by mutual agreement of the Parties. Each Party shall be responsible for expenses incurred by its designated members of the Steering Committee incurred in attending or otherwise participating in Steering Committee meetings. The location for face-to-face meetings shall alternate between Japan and California, unless otherwise agreed by the Parties.

4.4 Members and Decisions of the Steering Committee. All decisions of the Steering Committee shall be made in good faith and shall be unanimous. The Steering Committee shall consist of at least three (3) members from each of Neurocrine and DSP (with Neurocrine and DSP having equal representation). If the required vote for decision cannot be obtained (i.e., if all members of the Steering Committee cannot unanimously agree on a decision on such matter), the undecided matter (each an "**Undecided Matter**") shall be submitted to the Chief Executive Officer of Neurocrine and Executive Director, Drug Development Division or other representative of DSP of the same or higher level for resolution. In the event the Undecided Matter is, [...***...], the Neurocrine Chief Executive Officer and the DSP Executive Director, Drug Development Division or other representative of the same or higher level shall discuss in good faith a resolution of the matter [...***...] shall be entitled to make the final decision; provided that, such decision shall be made in good faith; and provided further that, such decision shall not [...***...] and such decision shall not [...***...] under this Agreement. In the event the Undecided Matter is, in the reasonable opinion of the Chief Executive Officer of Neurocrine, [...***...], the Neurocrine Chief Executive Officer and the DSP Executive Director, Drug Development Division or other representative of the same or higher level shall discuss in good faith a resolution of the matter that addresses both [...***...] shall be entitled to make the final decision; provided that, such decision shall be made in good faith in the best interests of Development and Commercialization in the Territory. The Parties agree that matters relating to [...***...]. Notwithstanding the foregoing, in the event the Undecided Matter concerns [...***...] shall be entitled to make the final decision regarding the matter.

4.5 Reporting and Disclosure.

(a) Prior to each regularly scheduled meeting of the Steering Committee, the Parties shall distribute to each other written copies of all materials intended to be

submitted at the Steering Committee meeting plus, to the extent not set forth in the Steering Committee materials, a written report outlining material data and information arising out of each Party's Development activities. Within sixty (60) days after the internal review board of DSP approves the non-clinical and clinical protocols, DSP shall provide Neurocrine with English language copies of synopses/summaries of all protocols for Product non-clinical and clinical studies and upon further request of Neurocrine, DSP shall provide to Neurocrine an English translation of the full protocols for those non-clinical and clinical protocols specified by Neurocrine. The cost of the English translation of the full protocols shall be equally shared by the Parties.

(b) In the event that after receipt of any such materials or report, either Party shall reasonably request additional data or information relating to any Neurocrine Program Data, DSP Data (as defined in Section 5.2(c)) or Technology licensed hereunder, the Party to whom such request is made shall promptly provide to the other Party such data or information.

(c) In addition to the Steering Committee materials and reports, (i) in the event of any material development under the Neurocrine Development Program, Neurocrine shall notify DSP of such event and promptly provide DSP with such information regarding the event as is reasonably available to Neurocrine and (ii) in the event of any material development under the DSP Development Program, DSP shall notify Neurocrine of such event and promptly provide Neurocrine with such information regarding the event as is reasonably available to DSP.

(d) Neurocrine shall report to DSP the status of the Neurocrine Development Program at each meeting of the Steering Committee. Neurocrine will provide informal summary reports on the status of the Neurocrine Development Program at such other times as DSP shall reasonably request.

ARTICLE FIVE
DEVELOPMENT AND COMMERCIALIZATION

5.1 Development Program. The Development Program shall consist of the Neurocrine Development Program and the DSP Development Program. It is the intention of the Parties that the Neurocrine Development Program existing as of the Effective Date shall provide the foundation for the DSP Development Program and that the DSP Development Program shall consist of those additional activities required for Regulatory Approval for Products in the Territory and such other activities as the Steering Committee deems useful and appropriate to achieve maximum Product value in the Territory. The Neurocrine Development Program and DSP Development Program shall be conducted to complement one another and in the event of conflict, shall be resolved in the best interest of worldwide Product development and value, provided that the resolution shall not negatively affect DSP's rights and obligations under this Agreement.

5.2 DSP Development Program.

(a) Conduct. DSP (or its Affiliates, sublicensees or Designees) shall conduct the DSP Development Program according to a development plan prepared and finally determined by DSP and discussed by the Steering Committee (the **"Development Plan"**), provided that DSP shall not make any material modifications to the Development Plan without first presenting to the Steering Committee for discussion. The implementation of the Development Plan shall be reviewed and coordinated by the

Steering Committee. The Development Plan shall be detailed and include non-clinical and clinical trials and protocols as they are developed and as indicated herein. DSP will have final decision making authority with respect to the Development Plan provided however that all decisions with respect to the Development Plan will take into consideration the perspectives and opinions of each Party and will in good faith consider the impact of such decisions in Rest of World.

(b) Funding. DSP shall fund the Development in the Territory.

(c) Data. DSP shall provide to Neurocrine, all data generated in the conduct of DSP Development Program ("**DSP Data**"). To the extent the DSP Data is Safety Data or DSP Data Necessary for the ROW Partners to obtain and maintain Regulatory Approval, Neurocrine and its ROW Partner, if any, shall have the exclusive right to use the DSP Data for Development and Commercialization in the Rest of World. To the extent the DSP Data is data other than Safety Data or DSP Data Necessary for the ROW Partners to obtain and maintain Regulatory Approval, DSP will provide to Neurocrine the exclusive right to use the DSP Data for Development and Commercialization in the Rest of World. Neurocrine will have the right to sublicense the DSP Data (other than Safety Data or DSP Data Necessary for the ROW Partners to obtain and maintain Regulatory Approval) to any ROW Partner [...***...] the data arising from Neurocrine Development Program in the Territory. Neurocrine will use best reasonable efforts to [...***...].

(d) Neurocrine Assistance. DSP may request that Neurocrine conduct certain Development activities on DSP's behalf for the Territory. If Neurocrine agrees to conduct such activities on DSP's behalf, DSP shall reimburse Neurocrine for all (i) external pass through costs and (ii) Neurocrine internal costs at a rate of [...***...] per Neurocrine FTE devoted to such activities provided that Neurocrine shall obtain DSP's prior written agreement on such external and internal costs.

5.3 Commercialization of Products. DSP shall Commercialize Products in the Territory according to a marketing plan prepared and finally determined by DSP and these activities shall be reviewed by Neurocrine subject to DSP's final decision. DSP shall use Commercially Reasonable Efforts to Commercialize Products in the Territory. Neurocrine will be supportive of DSP Commercialization activities in order to maximize Product sales in the Territory.

ARTICLE SIX
MANUFACTURING

6.1 Non-clinical Supply. Neurocrine shall provide to DSP [...***...] of Indiplon Active Pharmaceutical Ingredient ("API") for use in [...***...]. For avoidance of doubt, this API will be used in [...***...] and not in [...***...]. Additional quantity of Indiplon API for use in conducting [...***...] on Indiplon shall be provided by Neurocrine to DSP at a cost of [...***...]. Payment of the price of the Indiplon API shall be made in US Dollars by telegraphic transfer to a bank account designated by Neurocrine, within forty-five (45) days after the date of receipt of the Indiplon API by DSP. Such study plans and outlines shall be attached hereto as Exhibit C.

6.2 Clinical Supply.

(a) On DSP's request, Neurocrine shall provide DSP with DSP's requirements for (i) Indiplon API, (ii) [...***...] IR Product [...***...] and (iii) [...***...] IR

Product [...***...] (collectively, "Clinical Drug Product") for use by DSP in clinical studies in and outside the Territory under DSP Development Program at a cost [...***...]. Payment of the price of the Clinical Drug Product shall be made in US Dollars by telegraphic transfer to a bank account designated by Neurocrine, within forty-five (45) days after the date of receipt of the Clinical Drug Product by DSP.

(b) As soon as practicable after the Effective Date, DSP will provide Neurocrine with non-binding forecast of DSP's purchase orders for Clinical Drug Product which may be placed for the initial [...***...], and thereafter, DSP will provide Neurocrine with non-binding forecast of DSP's purchase order for Clinical Drug Product [...***...]. The purchase orders for Clinical Drug Product shall be placed to allow no less than [...***...] lead time prior to the shipment dates specified in the said purchase orders, and Neurocrine will use best reasonable efforts to comply with the purchase orders provided however that in the event Neurocrine does not have sufficient stock of Clinical Drug Product, the lead time for the Clinical Drug Product shall be determined by mutual agreement of Neurocrine and DSP through good faith discussions. The purchase orders for the Clinical Drug Product shall be in any event non-cancelable. The risk of loss and damage for, and the title in, Clinical Drug Product supplied hereunder shall pass to DSP upon delivery of the Clinical Drug Product to the carrier designated by DSP. Shipment shall be FCA an international airport or port designated by Neurocrine as defined in INCOTERMS 2000 as amended.

(c) Neurocrine through its contract manufacturers shall manufacture Clinical Drug Product in compliance with any and all applicable laws and regulations and in accordance with such appropriate quality, specifications and test methods, formula and manufacturing process as specified by mutual agreement of Neurocrine and DSP, which may not be changed by Neurocrine without prior written consent of DSP, except as may be required by any Regulatory Authorities. DSP shall not use Clinical Drug Product which to DSP's knowledge does not meet the then-prevailing quality, specifications and test methods, formula and manufacturing process.

(d) DSP shall carry out quality testing to confirm that the Clinical Drug Product conforms to the specifications and shall use the testing method specified by mutual agreement of Neurocrine and DSP. In case that any quantity of Clinical Drug Product supplied by Neurocrine hereunder does not, at the time of delivery, conform to the then-prevailing specifications, Neurocrine shall at its own cost replace such quantity of the Clinical Drug Product with material of the quality specified in such specifications, and DSP shall at Neurocrine's option and expense return to Neurocrine or dispose of such quantity of the Clinical Drug Product which failed to meet such specifications; provided, however, that DSP shall have notified Neurocrine, within forty-five (45) days from receipt of the said Clinical Drug Product of the failure of such quantity to meet the specifications and in any event before DSP has utilized the Clinical Drug Product for any purpose. In case that DSP notifies Neurocrine within the forty-five (45)-day period that the Clinical Drug Product does not conform to the specifications, Neurocrine may have the relevant Clinical Drug Product tested by an appropriate independent institute acceptable to DSP in order to determine finally whether or not the Clinical Drug Product conforms to the specifications. The results of such test carried out by the institute shall be binding upon the Parties. The expense of the test shall be borne by Neurocrine, except that DSP shall bear the expense if the result of the test indicates that the relevant Clinical Drug Product conforms to the specifications. ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED BY NEUROCRINE AND EXCLUDED FROM THE TERMS OF SALE OF THE CLINICAL DRUG PRODUCT.

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(e) Unless otherwise agreed upon between the Parties, DSP shall use the Clinical Drug Product supplied under this Section 6.2 for the sole purpose of Development and testing, including formulation studies of Indiplon and Products.

(f) DSP may at any time elect to manufacture Clinical Drug Product provided such election will not terminate any purchase orders for Clinical Drug Product submitted by DSP to Neurocrine prior to notice of such election. Neurocrine may elect to terminate the commitment to provide Clinical Drug Product hereunder as set forth in Section 6.5.

6.3 Commercial Supply of API. At DSP's request, Neurocrine, through its contract manufacturers, shall manufacture and supply DSP's requirements for bulk Indiplon API for Commercialization at a transfer price equal to [...***...]. Notwithstanding the foregoing, DSP shall assume responsibility for manufacture and supply of DSP's requirements for bulk Indiplon API, (a) upon mutual agreement of the Parties, or (b) in the event that DSP elects to Manufacture bulk Indiplon API for Commercialization and provides Neurocrine with one (1) year prior written notice, or (c) in the event it is not feasible (whether for commercial, financial, logistic or technical reasons) for Neurocrine to supply DSP's requirements or (d) in the event that Neurocrine is no longer engaged in the manufacture of Indiplon API or (e) in the event Regulatory Authorities in the Territory impose specifications on bulk Indiplon API that are materially different than those in Rest of World, provided that in the event of (c) or (d), Neurocrine shall notify DSP of the circumstances as soon as possible, and provided further that in the event of (e), Neurocrine shall use Commercially Reasonable Efforts to manufacture and supply the bulk Indiplon API conforming to the specifications required by the Regulatory Authorities in the Territory, and Neurocrine may be released from the responsibility for manufacture and supply of DSP's requirements for bulk Indiplon API if, notwithstanding Neurocrine's Commercially Reasonable Efforts, Neurocrine reasonably determines that manufacture and supply of such requirements is not practicable for technical and/or economic reason. Neurocrine's commitment to supply bulk Indiplon API for Commercialization may be terminated pursuant to Section 6.5.

6.4 Manufacturing Agreement/Quality Agreement for Commercial Supply. Neurocrine, through its contract manufacturers, shall manufacture bulk Indiplon API for Commercialization in compliance with any and all applicable laws and regulations and in accordance with such appropriate quality, specifications and test methods, formula and manufacturing process as specified by mutual agreement of Neurocrine and DSP, which may not be changed by Neurocrine without prior written consent of DSP, except as may be required by any Regulatory Authorities. DSP shall not use bulk Indiplon API which to DSP's knowledge does not meet the then-prevailing quality, specifications and test methods, formula and manufacturing process. Upon DSP's request that Neurocrine supply DSP with bulk Indiplon API hereunder, the Parties shall negotiate and enter into a manufacturing agreement setting forth procedures pursuant to which DSP's requirements can be forecasted and ordered consistent with Neurocrine's manufacturing arrangements then in place as well as any other Neurocrine contractual obligations and addressing such issues as quality assurance, specifications, insurance, delivery and recall. In addition, the Parties shall negotiate in good faith and enter into a quality agreement specifying in detail the responsibilities of the Parties.

6.5 Termination of Supply. In the event Neurocrine elects to terminate the commitment to supply Clinical Drug Product or bulk Indiplon API for Commercialization pursuant to Sections 6.2 and 6.3 or DSP elects to Manufacture the Clinical Drug Product or bulk Indiplon API for Commercialization pursuant to Section 6.3, Neurocrine and DSP will in good faith prepare and agree on a schedule and plan

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pursuant to which DSP (directly or through contract manufacturers) can assume manufacturing responsibility at the first reasonable opportunity taking into consideration the avoidance of adverse impact such as delay of development schedule to the DSP Development Program. Neurocrine shall use best reasonable efforts to assist DSP in negotiating contracts with Neurocrine's contract manufacturers with the goal of achieving terms and conditions as favorable to DSP as those Neurocrine has negotiated on its own behalf. Notwithstanding Neurocrine's efforts in this regard, DSP acknowledges that manufacturing and supply terms are dependant upon a number of factors including number of products, volume and the like and there can be no assurance that contracts with Neurocrine's contract manufacturers shall be available to DSP on terms equivalent to those provided to Neurocrine or at all.

6.6 Contract Manufacturers Outside the Territory. In the event Neurocrine elects to terminate the commitment to supply bulk Indiplon API pursuant to Section 6.3, Neurocrine shall grant to DSP the non-exclusive right to have Indiplon API Manufactured outside the Territory for the sole and exclusive purpose of Development and Commercialization inside the Territory.

6.7 Technology Transfer. Upon election by Neurocrine pursuant to Section 6.2 and/or 6.3 to terminate the commitment to supply Clinical Drug Product or bulk Indiplon API for Commercialization or upon election by DSP to Manufacture Clinical Drug Product or bulk Indiplon API for Commercialization, Neurocrine shall disclose to DSP all relevant Neurocrine manufacturing technology for Indiplon API and/or Products ("Manufacturing Technology"). Neurocrine shall facilitate the transfer of the Manufacturing Technology from Neurocrine's contract manufacturers to DSP and/or its contract manufacturers and the expenses reasonably incurred for the assistance shall be borne by DSP. During the term of this Agreement, Neurocrine shall remain available to answer technology transfer questions relating to the Manufacturing Technology. In the event DSP should require any additional technical assistance, Neurocrine shall provide such assistance at DSP's expense to the extent it has personnel available. Neurocrine makes no warranty, express or implied, with respect to the Neurocrine technical assistance.

6.8 Information on Manufacture. To the extent Neurocrine supplies Clinical Drug Product or bulk Indiplon API for Commercialization under this Agreement, Neurocrine shall make available to DSP all information on Manufacture of Clinical Drug Product, bulk Indiplon API and/or Product to enable DSP to maintain or obtain the Regulatory Filings and/or the Regulatory Approval in the Territory.

6.9 Inspection of Manufacturing Facilities. In the event that during the period of Neurocrine's supply of Clinical Drug Product or bulk Indiplon API hereunder, the Regulatory Authorities in the Territory requests inspection of Neurocrine's (or its contract manufacturers') facilities, premises and operation relating to the Clinical Drug Product or bulk Indiplon API supplied by Neurocrine hereunder and such inspection is reasonably required to obtain and maintain the Regulatory Approval, Neurocrine shall receive such inspection. Neurocrine shall cooperate with DSP in the preparation of the inspection to the extent possible. Additionally, DSP may, upon reasonable notice to Neurocrine, have person(s) appointed by DSP visit the manufacturing facilities, premises and operation of Neurocrine and/or its contract manufacturers relating to manufacture of the Clinical Drug Product or bulk Indiplon API during normal business hours to observe and assure the quality of the Clinical Drug Product or bulk Indiplon API. Such visit shall not be more than once in any calendar year, unless otherwise agreed upon between the Parties, and shall be conducted on dates mutually agreed upon by the Parties. DSP shall bear traveling, sojourn and other expenses incurred for such DSP's visit.

ARTICLE SEVEN
FEES, ROYALTIES AND MILESTONES

7.1 License Fees. In consideration of the rights and license granted hereunder, within thirty (30) days of the Effective Date, DSP shall pay to Neurocrine a license fee equal to twenty million United States dollars (US$20,000,000).

7.2 Royalties.

(a) In consideration of [...***...], or if pursued by DSP, [...***...] in the Territory by the MHLW, the following Royalty scheme has been established to provide for the specific scenario case in which a Regulatory Approval for Indiplon is achieved in the Territory [...***...]. Until the end of the first Fiscal Year in which the Net Sales of Product exceeds [...***...] Yen, DSP shall pay to Neurocrine a Royalty of Net Sales of Product as set forth below. For the purpose of this Agreement, the term "Fiscal Year" shall mean a fiscal year of DSP commencing on April 1 of a calendar year and ending on March 31 of the following calendar year:

For that portion of:
Net Sales less than [...***...] Yen [...***...]%
Net Sales greater than or equal to [...***...] Yen and less than [...***...] Yen [...***...]%
Net Sales greater than [...***...] Yen and less than [...***...] Yen [...***...]%
Net Sales greater than or equal to [...***...] Yen [...***...]%

(b) After the first Fiscal Year in which the Net Sales of Product exceeds [...***...] Yen, DSP shall pay to Neurocrine a Royalty of Net Sales of Product as set forth below:
For that portion of:
Net Sales less than [...***...] Yen [...***...]%
Net Sales greater than or equal to [...***...] Yen and less than [...***...] Yen [...***...]%
Net Sales greater than or equal to [...***...] Yen [...***...]%

7.3 Option. DSP shall pay to Neurocrine a license fee equal to [...***...] within thirty (30) days of DSP's exercise of the MR Option. For the avoidance of any doubt, upon exercise of the MR Option, the Royalty rate set forth in Section 7.2(a) and (b) shall apply to total Net Sales of the Products (IR Product and MR Product) and the Parties shall in good faith negotiate appropriate milestone and bonus payments with respect to MR Product provided that any such agreed milestone and bonus payments shall not be less favorable to Neurocrine (both with respect to timing and amounts) than those set forth in Section 7.7 with respect to IR Product.

7.4 Generic Competition. Generic Competition shall exist during a given Fiscal Quarter in the Territory if, during such Fiscal Quarter, one or more Generic Products shall be commercially available in the Territory. In the event Generic Products have in the aggregate greater than or equal to [...***...] of the total market share for Indiplon in

any Fiscal Quarter, the Royalty payable pursuant to Section 7.2 shall be reduced by [...***...]. For the purpose of this Agreement, the term "Fiscal Quarter" shall mean a three (3)-month period commencing on January 1, April 1, July 1 or October 1.

7.5 Third Party Royalty.

(a) Neurocrine shall be responsible for all payments pursuant to the DOV Agreement.

(b) [...***...] of Third Party Royalties paid by DSP are creditable against the Royalty payable to Neurocrine hereunder, provided that in no event shall Royalties payable to Neurocrine be reduced by more than [...***...], and provided further that in no event shall the Royalty paid to Neurocrine by DSP be less than [...***...].

7.6 Term of Royalty. Royalties shall be payable on a Product by Product basis until the later of (i) the date when the last remaining Valid Claim within the Neurocrine Patent Rights, which would be infringed by the sale of the Product in the Territory but for the license granted hereunder, expires, lapses, or is adjudicated, admitted, or declared invalid or unenforceable or (ii) [...***...] years following the First Commercial Sale of the Product in the Territory. Upon the expiration of DSP's final remaining obligation to pay Royalties to Neurocrine hereunder with respect to a Product in the Territory, DSP shall have a fully paid, irrevocable, non-exclusive and unrestricted license under the Neurocrine Technology to make, have made, use, develop, sell, have sold, and offer to sell and import the Product in the Territory.

7.7 Milestones and Bonus Payments. In consideration for the license and rights granted by Neurocrine to DSP hereunder, DSP shall make the following one-time payments within thirty (30) days of the first occurrence of the following events with respect to the IR Product:

Milestone Event	Payment
Last to occur of (i) [...***...] and (ii) [...***...]	[...***...]
Initiation of [...***...] in the Territory	[...***...]
Regulatory Filing (Iyakuhin-Shonin-Shinsei) in the Territory	[...***...]
Regulatory Approval in Territory	[...***...]

Bonus Event	Payment
Annual Net Sales of Products in Fiscal Year in Territory equal to or greater than [...***...]	[...***...]
Annual Net Sales of Products in Fiscal Year in Territory equal to or greater than [...***...]	[...***...]
Annual Net Sales of Products in Fiscal Year in Territory equal to or greater than [...***...]	[...***...]

7.8 Reports and Payments.

(a) Cumulative Royalties. The obligation to pay Royalties under this Article Seven shall be imposed only once (i) with respect to any sale of the same unit of any Product and (ii) with respect to a single unit of any Product regardless of how many Valid Claims of Neurocrine Patent Rights would, but for this Agreement, be infringed by the making, using or selling of such Products.

(b) Statements and Payments. DSP shall deliver to Neurocrine within sixty (60) days after the end of each Fiscal Quarter (as defined in Section 7.4), a report certified by DSP as accurate to the best of its ability based on information then available to DSP, setting forth for such Fiscal Quarter the following information on a Product by Product basis: (i) Net Sales of Products, (ii) the basis for any adjustments to the Royalty payable for the sale of Products and (iii) the Royalty due hereunder for the sale of Products. The total Royalty due for the sale of Products during a Fiscal Quarter shall be remitted at the time such report is made.

(c) Taxes and Withholding. Withholding tax, if levied in Japan on any payments made hereunder (including, without limitation, fees, Royalties and Milestones), shall be borne by Neurocrine. To the extent Neurocrine does not make provision for payment of such taxes, they may be deducted by DSP from the payment and paid by DSP to the appropriate tax authorities on Neurocrine's behalf. DSP shall provide Neurocrine with copies of all official receipts for such payments. Except as set forth above, payments under this Agreement shall be made without any deduction or withholding for or on account of any tax unless such deduction or withholding is required by applicable law or regulations. If the paying Party is so required to deduct or withhold, such Party shall (i) promptly notify the other Party of such requirement, (ii) pay to the relevant authorities the full amount required to be deducted or withheld promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against the other Party, (iii) promptly forward to the other Party an official receipt (or certified copy) or other documentation reasonably acceptable to the other Party evidencing such payment to the authorities. In case the other Party cannot take a full credit against its tax liability for the withholding tax deducted or withheld by the paying Party, then such other Party may propose a change to the then current arrangement with respect to the flow of moneys under this Agreement in order to reduce or eliminate the extra cost for any Party and the Parties, with no obligation as to outcome, shall discuss such proposal in good faith.

(d) Currency. All amounts payable and calculations hereunder shall be in United States dollars. As applicable, Net Sales shall be translated into United States dollars in accordance with the average daily closing exchange rate for Yen to Dollars as published in the Wall Street Journal over all trading days inclusive in the Net Sales payment period. At DSP's request, Neurocrine will calculate the applicable rate of exchange each Fiscal Quarter and provide the calculation to DSP along with supporting data and information. If governmental regulations prevent remittances from the Territory with respect to sales made in the Territory, the Royalties shall continue to accrue but the obligation of DSP to pay Royalties on sales in the Territory shall be delayed until such remittances are possible. Neurocrine shall have the right, upon giving written notice to DSP, to receive payment in that country in local currency.

(e) Maintenance of Records; Audit. For a period of four (4) Fiscal Years (as defined in Section 7.2(a)) after the end of the relevant Fiscal Year of DSP, DSP shall maintain and shall cause its Affiliates and sublicensees to maintain complete and accurate books and records in connection with the sale of Products hereunder, as necessary to allow the accurate calculation of Royalties due hereunder including any records required to calculate any Royalty adjustments hereunder. Once per Fiscal Year, Neurocrine (and/or its licensors of technology included within the Neurocrine Technology) shall have the right to engage an independent accounting firm reasonably acceptable to DSP, at Neurocrine's expense, which shall have the right to examine in confidence the relevant DSP records as may be reasonably necessary to determine and/or verify the amount of Royalty payments due hereunder. Such examination shall be conducted during DSP's normal business hours, after at least thirty (30) days prior

written notice to DSP and shall take place at the DSP facility(ies) where such records are maintained. In the event there was an under-payment by DSP hereunder, DSP shall promptly (but in no event later than thirty (30) days after DSP's receipt of the independent auditor's report) make payment to Neurocrine of any short-fall unless DSP reasonably disputes such auditor's findings. In the event that there was an over-payment by DSP hereunder, DSP may credit the excess amount against future payments due to Neurocrine hereunder unless Neurocrine reasonably disputes such auditor's findings. In case of dispute on auditor's findings, DSP's auditors and Neurocrine's auditors shall be required to resolve the matter in accordance with generally accepted accounting principles in the Territory within thirty (30) days after the complaining Party notifies the other Party that it disputes such findings (which notice shall be made no later than thirty (30) days after the complaining Party's receipt of such report). In the event any payment by DSP shall prove to have been incorrect by more than five percent (5%) to Neurocrine's detriment, DSP shall pay the reasonable fees and costs of Neurocrine's or its licensor's independent auditor for conducting such audit. In connection with any such audit, the auditor shall be permitted to report to the auditing Party only as to the accuracy of the audited Party's payment reports and compliance with its payment obligations hereunder (provided that the auditor shall be required to provide such report to the audited Party simultaneously). Each Party agrees that the information set forth in (a) the reports required by Section 7.8(b), and (b) the records subject to audit under this Section 7.8(e), (i) shall be the Confidential Information of DSP subject to the confidentiality restrictions set forth in Article Eight hereof and maintained in confidence by Neurocrine, its licensors as applicable and the independent accounting firm; (ii) shall not be used by Neurocrine, its licensors as applicable or such accounting firm for any purpose other than verification of the performance by DSP of its payment obligations hereunder; and (iii) shall not be disclosed by Neurocrine, its licensors as applicable or such accounting firm to any other Person.

7.9 Neurocrine FTE Costs. Neurocrine personnel devoted to Development assistance (Section 5.2(d)), manufacturing activities (Sections 6.2 and 6.3), and technology transfer (Section 6.7) shall be billed to DSP at a rate of [...***...] per Neurocrine employee full time equivalent.

7.10 Audit of Neurocrine. For a period of four (4) years after the end of the relevant fiscal year starting on January 1, Neurocrine shall maintain complete and accurate books and records in connection with amounts invoiced by Neurocrine to DSP hereunder pursuant to Article Six, Article Nine, or Section 7.9, as necessary to allow the accurate calculation of payments due hereunder. Once per fiscal year of Neurocrine, DSP shall have the right to engage an independent accounting firm reasonably acceptable to Neurocrine, at DSP's expense, which shall have the right to examine in confidence the relevant Neurocrine records as may be reasonably necessary to determine and/or verify the payments due hereunder. Such examination shall be conducted during Neurocrine's normal business hours, after at least thirty (30) days prior written notice to Neurocrine and shall take place at the Neurocrine facility(ies) where such records are maintained. In the event any Neurocrine invoices were determined to have understated amounts due from DSP, DSP shall promptly (but in no event later than thirty (30) days after DSP's receipt of the independent auditor's report) make payment to Neurocrine of any short-fall unless DSP reasonably disputes such auditor's findings. In the event that there was an over-payment by DSP hereunder, DSP may credit the excess amount against future payments due to Neurocrine hereunder unless Neurocrine reasonably disputes such auditor's findings. In case of dispute on auditor's findings, DSP's auditors and Neurocrine's auditors shall be required to resolve the matter in accordance with generally accepted accounting principles within thirty (30) days after the complaining Party notifies the other Party that it disputes such findings (which notice shall be made no later than thirty (30) days after the complaining

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Party's receipt of such report. In the event any invoice by Neurocrine shall prove to have been incorrect by more than five percent (5%) to DSP's detriment, Neurocrine shall pay the reasonable fees and costs of the independent auditor for conducting such audit. In connection with any such audit, the auditor shall be permitted to report to the auditing Party only as to the accuracy of the audited Party's payment reports and compliance with its payment obligations hereunder (provided that the auditor shall be required to provide such report to the audited Party simultaneously). Each Party agrees that the records subject to audit under this Section 7.10 shall be the Confidential Information of Neurocrine subject to the confidentiality restrictions set forth in Article Eight hereof and maintained in confidence by the independent accounting firm.

ARTICLE EIGHT
CONFIDENTIALITY, PUBLICATION AND PUBLIC ANNOUNCEMENTS

8.1 Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing, the Parties agree that, for the term of this Agreement and for ten (10) years thereafter, each Party (the "Receiving Party"), receiving hereunder any information designated hereunder as Confidential Information of the other Party or information of the other Party marked "Confidential" (in either case, the "Disclosing Party"), shall keep such information confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement except, to the extent that it can be established:

(i) by the Receiving Party that the Confidential Information was already known to the Receiving Party (other than under an obligation of confidentiality), at the time of disclosure by the Disclosing Party and such Receiving Party has documentary evidence to that effect;

(ii) by the Receiving Party that the Confidential Information was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party;

(iii) by the Receiving Party that the Confidential Information became generally available to the public or otherwise part of the public domain after its disclosure or development, as the case may be, and other than through any act or omission of the Receiving Party in breach of this confidentiality obligation;

(iv) by the Receiving Party that the Confidential Information was disclosed to that Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the Disclosing Party not to disclose such information to others; or

(v) by the Receiving Party that the Confidential Information was independently discovered or developed by the Receiving Party without the use of the Confidential Information belonging to the other Party and the Receiving Party has documentary evidence to that effect.

8.2 Authorized Disclosure.

(a) Each Party. Each Party may disclose Confidential Information owned or Controlled by the other Party to the extent such disclosure is reasonably necessary to:

(i) file or prosecute patent applications claiming inventions included within the Neurocrine Technology or DSP Technology,

(ii) prosecute or defend litigation,

(iii) submit the Regulatory Filings to the Regulatory Authorities,

(iv) exercise rights hereunder provided such disclosure is covered by terms of confidentiality similar to those set forth herein, and

(v) comply with applicable governmental laws and regulations.

In the event the Receiving Party deems it necessary to disclose pursuant to this Section 8.2(a), Confidential Information owned or Controlled by the Disclosing Party, the Receiving Party shall to the extent possible give reasonable advance notice of such disclosure to the Disclosing Party to enable the Disclosing Party to take reasonable measures to ensure confidential treatment of such information.

(b) Use. DSP shall have the right to use Neurocrine Confidential Information in the conduct of the DSP Development Program and in Development and Commercialization of Products in the Territory. Neurocrine shall have the right to use DSP Confidential Information in the conduct of the Neurocrine Development Program and in Development and Commercialization of Products in Rest of World.

(c) Neurocrine's Licensors. DSP acknowledges that Neurocrine has certain reporting obligations to DOV Pharmaceutical, Inc. of technology included in the Neurocrine Technology and hereby consents to the disclosure of Confidential Information as required under the DOV Agreement. DSP shall cooperate with Neurocrine and make available to Neurocrine any information so required by the DOV Agreement.

8.3 Publications. Each Party shall submit to the other Party for review and comment, all proposed academic, scientific and medical publications relating to Products which in the reasonable opinion of the submitting Party may negatively affect Development and/or Commercialization of Products in the Territory or the Rest of World, as the case may be, and the submitted Party shall review such proposed publications with a view to preservation of exclusive Patent Rights and/or to determining whether Confidential Information should be modified or deleted and/or to determining impact on the Development in the Territory or Rest of World, as the case may be. The submitted Party shall have no less than thirty (30) days and no more than forty-five (45) days to review each proposed publication. Such period may be further extended or shortened by mutual agreement of the Parties. The submitting Party shall take the submitted Party's comments if any into due consideration. The foregoing shall not apply to any publications required by law provided that to the extent practical the relevant Party will give prior written notice to the other Party.

8.4 Filings. The Parties shall consult with one another and agree on the provisions of this Agreement to be redacted in any filings with the United States Securities and Exchange Commission or as otherwise required by law or regulation. Notwithstanding the foregoing, each Party may disclose terms of this Agreement or events arising from the Development Program to the extent necessary to comply with the United States Securities and Exchange Commission, the Japanese Securities and Exchange Law or as otherwise required by other applicable law or regulation.

ARTICLE NINE
INTELLECTUAL PROPERTY

9.1 Patent Prosecution of the Licensed Patent Rights.

(a) Direction. During the term of this Agreement, Neurocrine shall direct counsel reasonably acceptable to DSP to prosecute and maintain all patents and/or patent applications included within the Neurocrine Patent Rights in the Territory. Neurocrine shall regularly consult with DSP and shall keep DSP and/or its designated patent officers and counsel advised of the status of patent matters in the Territory. DSP shall have the right to comment upon all patent filings, prosecution and/or maintenance relating to the Neurocrine Patent Rights in the Territory, and Neurocrine shall take DSP's comments if any into due consideration. Neurocrine shall register the DSP's license of the Neurocrine Patent Rights at the Japan Patent Office pursuant to Section 9.6 and shall furnish copies of relevant patent-related documents for the Territory to DSP in a timely fashion to enable DSP to review and comment.

(b) Expenses. All expenses in connection with prosecution and maintenance of the Neurocrine Patent Rights in the Territory incurred after Neurocrine registers the DSP's license of the Neurocrine Patent Rights at the Japan Patent Office under Section 9.6 shall be borne by DSP, provided that Neurocrine shall bear the expenses in connection with the Neurocrine Patent Rights in the Territory incurred for the purpose of filing, prosecution and/or maintenance of the Neurocrine Patent Rights in the Rest of World. All the other expenses relating to the Neurocrine Patent Rights shall be borne by Neurocrine unless otherwise provided for in this Agreement.

9.2 Patent Infringement of the Licensed Patent Rights. Neurocrine may, but shall not be obligated to, elect to take a lawsuit for infringement upon the Neurocrine Patent Rights in the Territory against Third Parties and to defend the Neurocrine Patent Rights against any challenges in the Territory. In the event Neurocrine so elect, Neurocrine shall determine the strategy and proceed with the lawsuit at its own expense, and DSP shall reasonably assist and cooperate with Neurocrine in any such lawsuit or defense, if necessary in the Territory in the reasonable opinion of DSP. Any damages and recoveries paid by such Third Party to the Parties as a result of any such action initiated after the Effective Date with respect to the Territory shall be allocated first to all reasonable costs and expenses (including attorneys' fees) incurred by Neurocrine and then all reasonable costs and expenses (including attorneys' fees) if any, incurred by DSP and the remainder shall be shared equally by DSP and Neurocrine. In the event Neurocrine does not elect to do so, DSP may determine the strategy and proceed with the lawsuit, and Neurocrine shall, at DSP's expense, reasonably assist and cooperate with DSP in any such lawsuit or defense, if necessary in the Territory in the reasonable opinion of DSP. Any damages and recoveries paid by such Third Party shall be [...***...].

9.3 Third Party Actions.

(a) Neurocrine Patent Rights. Neurocrine shall defend any action naming Neurocrine, or Neurocrine and DSP, in which there are claims or counterclaims that challenge in any way the validity or enforceability of the Neurocrine Patent Rights in the Territory by reason of infringement of any Third Party Patent Right through the making, having made, using, developing, selling or having sold Indiplon or Products in the Territory ("**Neurocrine Patent Right Claims**"). In the event any action naming Neurocrine and DSP does not relate in any way to the validity or enforceability of the Neurocrine Patent Rights in the Territory but relates to the making, having made, using, developing, selling or having sold of Products in the Territory ("**DSP Claims**"), Neurocrine shall be responsible for strategy and defense of the Neurocrine Patent Right Claims and DSP shall be responsible for strategy and defense of the DSP Claims. The Parties shall confer with each other and cooperate during the defense of any action in which both Neurocrine and DSP are named parties. DSP shall assist and cooperate with

Neurocrine in the defense of Neurocrine Patent Right Claims and if Neurocrine finds it necessary or desirable to have DSP join as a party, DSP shall execute all papers or perform such other acts as may reasonably be required by Neurocrine. Neurocrine shall assist and cooperate with DSP in the defense of DSP Claims and if DSP finds it necessary or desirable to have Neurocrine join as a party, Neurocrine shall execute all papers or perform such other acts as may reasonably be required by DSP. Neurocrine and DSP shall each be responsible for fifty percent (50%) of the total costs and expenses (including attorneys' fees) and damages incurred by the Parties collectively in any action hereunder in so far as they relate to the Neurocrine Patent Right Claims and DSP shall bear all costs and expenses (including attorneys' fees) and damages incurred in any action hereunder in so far as they related to the DSP Claims.

(b) DSP Claims. DSP shall defend any action which names DSP in which there are DSP Claims and no Neurocrine Patent Right Claims. If necessary and at DSP's expense, Neurocrine shall assist and cooperate with DSP in any such defense. DSP shall bear all costs and expenses (including attorneys' fees) and all damages and settlement amounts arising out of or in connection with any such action.

9.4 New Inventions. Intellectual property rights regarding any invention which consists of the making, using or selling of Indiplon or Products (including but not limited to formulations, manufacturing processes, compositions, and uses) made by either Party during the term of this Agreement shall be solely owned by such Party, and the other Party shall have no rights in or to such invention other than those rights specifically granted to such other Party hereunder. Subject to Section 9.1, the Party who made the invention shall have the right to prosecute and maintain, in its sole discretion and at its own expenses, all patent application or patent regarding such invention in any country in the world.

9.5 Notice. Each Party shall promptly notify the other upon becoming aware of (i) any Third Party claim or action against DSP and/or Neurocrine for infringement of Third Party Patent Rights through the making, having made, using, developing, selling or having sold Indiplon or Products or (ii) any Third Party infringement of the Neurocrine Technology or DSP Technology.

9.6 Registration of License. With respect to the licenses under Patent Rights and Neurocrine Trademarks granted to either Party (the "**Licensed Party**") by the other party (the "**Licensing Party**") under Article Three, the Licensing Party agrees that the Licensed Party may, if available, register such licenses with the patent offices of any country in which the Licensed Party is granted such licenses. The Licensed Party shall, at its expense, prepare and deliver to the Licensing Party such instruments and other documents necessary and in proper form for such registration. The Licensing Party shall execute and return to the Licensed Party such appropriate instruments and documents within thirty (30) days from the receipt thereof. The Licensed Party shall bear all expenses of any registrations under this Section 9.6.

9.7 Settlements. Neither Party shall enter into any settlement with respect to any action under Section 9.2 or 9.3 without the written consent of the other Party to the extent such settlement would materially adversely affect the other Party's entitlements, rights or obligations under this Agreement.

9.8 No Warranty. Subject to Section 2.1(e) Neurocrine does not warrant that the right to the Neurocrine Patent Rights and/or the Neurocrine Trademarks licensed to DSP hereunder are valid, but warrants that to its knowledge, the Neurocrine Patent Rights and/or the Neurocrine Trademarks do not infringe upon any patent, trademark or other intellectual property right held or to be held by any Third Party in the Territory or

performances of DSP (including DSP's Affiliates, sublicensees and Designees) under this Agreement are free from infringement upon any patent, trademark or other intellectual property right held or to be held by any Third Party in the Territory. Neurocrine shall not be obliged to indemnify DSP (including DSP's Affiliates, sublicensees and Designees) for any cost, loss or damage caused by invalidity of the Neurocrine Patent Rights and/or the Neurocrine Trademarks or infringement by Indiplon, or the Product upon any patent, trademark or other intellectual property right held by any Third Party.

ARTICLE TEN
INDEMNITY

10.1 Indemnification. Each Party (an "**Indemnifying Party**") shall defend, indemnify and hold the other Party (the "**Indemnified Party**") harmless from and against any and all liability, damage, loss, cost (including reasonable attorneys' fees) and expense arising out of any Third Party claim against the Indemnified Party based on the Development and/or Commercialization of Products by the Indemnifying Party, any of its Affiliates and/or its sublicensees, other than those arising out of a Third Party claim of infringement of a Patent Right of a Third Party through the making, using or selling of Products or Indiplon by DSP, any of its Affiliates and/or its sublicensees as provided for in Section 9.3, provided, however, in case the Indemnified Party receives notice of a claim for which indemnification may be sought, the Indemnified Party shall promptly inform the Indemnifying Party of such notice. Notwithstanding the foregoing, a Party shall not be entitled to indemnification under this Section 10.1 against any claim to the extent resulting from such Party's negligence or misconduct or breach of this Agreement.

10.2 Indemnification Procedure. In the event the Indemnified Party shall inform the Indemnifying Party of the notice set forth in Section 10.1 above, the Parties shall, subject to the provisions of Article Nine with respect to patent related claims, decide how to respond to the claim and how to handle the claim in an efficient manner. The Indemnified Party shall render all reasonable assistance to the Indemnifying Party, provided that all costs of such assistance shall be borne solely by the Indemnifying Party. The Indemnifying Party shall have the right to control the defense and settlement of the claim. No claim that is subject to indemnification under this Article Ten shall be settled or otherwise compromised other than by the Indemnifying Party, and then only with the prior written consent of the Indemnified Party, which shall not be unreasonably withheld; provided, however, that the Indemnified Party shall have no obligation to consent to any settlement or compromise of any such claim, which settlement or compromise either (a) imposes on the Indemnified Party any material liability or obligation which cannot be assumed and performed in full by the Indemnifying Party, or (b) materially adversely affects the Indemnified Party.

10.3 Insurance. DSP shall name Neurocrine and DOV Pharmaceutical, Inc. as additional insureds on its product liability insurance. DSP shall supply Neurocrine with evidence of such coverage and during the term of this Agreement, DSP shall inform Neurocrine of any modifications to such coverages.

ARTICLE ELEVEN
TERM AND TERMINATION

11.1 Term. Unless earlier terminated by mutual agreement of the Parties or pursuant to the provisions of this Article Eleven, this Agreement shall continue in full force and effect until the final obligation to pay Royalties with respect to the sale of such Products in the Territory expires as provided in Section 7.6 hereof.

11.2 Termination of Product Development. Should DSP prior to the First Commercial Sale of a Product (a) elect to terminate at its discretion all Development in the Territory, or (b) completely abandon all efforts towards its Development for a period of greater than six (6) months for any reason other than those beyond DSP's control, this Agreement shall terminate and the provisions of Section 11.4 (i)-(vi) shall apply.

11.3 Default. The non-Defaulting Parties shall have the rights set forth below upon Default by the other Party, which Default remains uncured for thirty (30) days in the case of nonpayment of any amount due and sixty (60) days for all other Defaults, each measured from the date written notice of such Default is given to the Defaulting Party, or, if such Default is not capable of remedy within such sixty (60) day period and the Defaulting Party uses diligent good faith efforts to cure such Default, ninety (90) days after written notice to the Defaulting Party. Notwithstanding the foregoing, termination of this Agreement shall not go into effect if the allegedly Defaulting Party has commenced dispute resolution proceedings in good faith pursuant to Section 12.1 (in which event, such termination shall not become effective unless there has been a final mutually agreed resolution by the Parties or final decision of the arbitrator in favor of the Party alleging Default that the other Party has Defaulted).

(a) Neurocrine. Upon Default by Neurocrine, in addition to any other remedies available to DSP at law or in equity, DSP may terminate this Agreement.

(b) DSP. Upon Default by DSP, in addition to any other remedies available to Neurocrine at law or in equity, Neurocrine may terminate this Agreement and the provisions of Section 11.4(i)-(vi) shall apply. In the event DSP, any of DSP's Affiliates, sublicensee or Designees takes, or assists any Third Party in taking, any action to challenge or contest the title or validity of the Neurocrine Patent Rights, such action shall be a Default by DSP under this Agreement and Neurocrine may terminate this Agreement.

11.4 Termination of Agreement. DSP may terminate this Agreement at any time for any reason upon one hundred eighty (180) days prior written notice to Neurocrine. In the event of termination of this Agreement pursuant to Section 11.2, 11.3(b) or this Section 11.4:

(i) all licenses granted by Neurocrine to DSP herein shall revert to Neurocrine;

(ii) DSP shall pay to Neurocrine a termination fee equal to any FTE funding amounts set forth in Section 7.9 not paid as of the date of termination;

(iii) DSP shall provide to Neurocrine (or at Neurocrine's request, destroy) all remaining Product drug supplies and disclose to Neurocrine all material research, non-clinical and clinical data on Products generated prior to the date of termination of this Agreement and Neurocrine shall thereafter have the unrestricted right to use such data and information;

(iv) DSP shall assign to Neurocrine all Regulatory Filings relating to Products in the Territory, if assignment is permitted by applicable Regulatory Authorities;

(v) DSP shall grant to Neurocrine a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license with the right to sublicense and assign under the then-existing DSP Technology to make, have made, use, develop, import, market, offer for sale and sell Products in the Field of Use;

(vi) DSP shall promptly provide to Neurocrine any other materials, reagents, information, contracts etc. DSP owns or Controls and are reasonably required to allow Neurocrine to continue the research, Development and Commercialization of Products in the Territory with minimal delay.

11.5 Bankruptcy. Each Party may, in addition to any other remedies available to it by law or in equity, exercise the rights set forth below by written notice to the other Party (the "**Insolvent Party**"), in the event the Insolvent Party shall have become insolvent or bankrupt, or shall cease conducting business in the ordinary course, or shall have made an assignment for the benefit of its creditors, or there shall have been appointed a trustee or receiver of the Insolvent Party or for all or a substantial part of its property, or any case or proceeding shall have been commenced or other action taken by or against the Insolvent Party in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up arrangement, composition or readjustment of its debts or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, or there shall have been issued a warrant of attachment, execution, distraint or similar process against any substantial part of the property of the Insolvent Party, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged. All rights and licenses granted under or pursuant to this Agreement by Neurocrine and DSP are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the U.S. Bankruptcy Code, licenses of rights to "**intellectual property"** as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that the Parties as licensees of such rights under this Agreement shall retain and may fully exercise all of their rights and elections under the U.S. Bankruptcy Code if applicable. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against either Party under the U.S. Bankruptcy Code, the other Party shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and the same, if not already in the other Party's possession, shall be promptly delivered to the other Party (i) upon any such commencement of a bankruptcy proceeding upon its written request therefor, unless the Party subject to such proceeding elects to continue to perform all of their obligations under this Agreement or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefor by the other Party.

(a) Neurocrine. In the event Neurocrine shall be an Insolvent Party, DSP may terminate this Agreement or keep this Agreement in full force and effect and retain all licenses granted by Neurocrine to DSP herein to make, have made, use, develop, import, market, offer for sale, sell and have sold Indiplon or Products in the Field of Use in the Territory, subject to the payment to Neurocrine of the license fees, Milestones and Royalties set forth above.

(b) DSP. In the event DSP shall be an Insolvent Party, Neurocrine may, to the extent permitted by applicable law, terminate this Agreement and the provisions of Section 11.2 shall apply.

11.6 Liabilities. Termination of this Agreement shall not release either Party from any obligation or liability which shall have accrued at the time of termination, or preclude either Party from pursuing all rights at law and in equity with respect to any Default under this Agreement. Notwithstanding the foregoing, neither Party shall be liable for punitive, exemplary or consequential damages incurred by the other Party arising out of any Default under this Agreement.

11.7 Disclaimer. WITH RESPECT TO ANY DATA, INFORMATION OR INTELLECTUAL PROPERTY THAT EITHER PARTY BECOMES OBLIGATED TO TRANSFER TO THE OTHER UNDER THIS ARTICLE ELEVEN, THE TRANSFERING PARTY MAKES NO REPRESENTATIONS AND EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY SUCH INFORMATION, DATA OR INTELLECTUAL PROPERTY IS ACCURATE OR COMPLETE OR CAN BE USED BY THE RECEIVING PARTY WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE TWELVE
MISCELLANEOUS

12.1 Disputes. Other than matters for decision by the Steering Committee, for which Section 4.4 shall apply, if the Parties are unable to resolve a dispute relating to this Agreement or the Collaboration between them informally, DSP and/or Neurocrine, by written notice to the other, may have such dispute referred to their respective executive officers designated for attempted resolution by good faith negotiations:

For DSP:	President or other Executive Officer of DSP
For Neurocrine:	Chief Executive Officer of Neurocrine

Any such dispute shall be submitted to the above-designated officers no later than thirty (30) days following such request by either DSP or Neurocrine. In the event the designated executive officers are not able to resolve any such dispute within sixty (60) days after submission of the dispute to such executive officers, such dispute shall be settled by arbitration in Osaka, Japan if initiated by Neurocrine, or in San Diego, California, USA if initiated by DSP, in accordance with the Rules of Arbitration of the International Chamber of Commerce. The language to be used in the arbitration shall be English. The award thereof shall be final and binding upon the Parties and may be entered into by any court of competent jurisdiction. All negotiations pursuant to this Section 12.1 shall be treated as compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration or litigation.

12.2 Assignment. Neither this Agreement nor any interest hereunder shall be assignable by either Party without the prior written consent of the other Party, except for (a) assignment by operation of law in connection with a merger of a Party with or into another Person and (b) assignment by a Party to another Person who acquires or otherwise succeeds to all or substantially all of the assets relating to the pharmaceutical

business of such Party, and in the cases of (a) and (b) above, the assigning Party shall promptly provide a written notice to the other Party. This Agreement shall be binding upon the successors and permitted assigns of the Parties and the name of a Party appearing herein shall be deemed to mean the name of such Party's successor(s) or permitted assign(s). Any assignment not in accordance with this Section 12.2 shall be void.

12.3 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

12.4 Force Majeure. Neither Party shall be liable to the other Party for loss or damages, or shall have any right to terminate this Agreement for any default or delay, attributable to any Force Majeure, if the Party affected shall give prompt notice of any such cause to the other Party. The Party giving such notice shall thereupon be excused from such of its obligations hereunder as it is thereby disabled from performing for so long as it is so disabled, *provided*, *however*, that such affected Party commences and continues to use its Commercially Reasonable Efforts to cure such cause.

12.5 Correspondence and Notices

(a) Ordinary Notices. Correspondence, reports, documentation, and any other communication in writing between the Parties in the course of ordinary implementation of this Agreement shall be delivered by hand, sent by facsimile transmission (receipt verified), or mailed by airmail to the employee or representative of the other Party who is designated by such other Party to receive such written communication.

(b) Extraordinary Notices. Extraordinary notices and other communications hereunder (including, without limitation, any notice of Force Majeure, breach, termination, change of address, etc.) shall be in writing and shall be deemed given if delivered personally or by facsimile transmission (receipt verified), mailed by registered or certified airmail (return receipt requested), postage prepaid, or sent by internationally recognized express courier service, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice, *provided*, *however*, that notices of a change of address shall be effective only upon receipt thereof):

All correspondence to DSP shall be addressed as follows:

Dainippon Sumitomo Pharma Co., Ltd.
33-94 Enoki-cho, Suita, Osaka 564-0053
Japan
Attention: Director, Licensing
Facsimile Number: +81-6-6368-1573

All correspondence to Neurocrine shall be addressed as follows:

Neurocrine Biosciences, Inc.
12790 El Camino Real
San Diego
California
U.S.A.
92130
Attention: Business Development
Facsimile Number: +1-858-617-7605

cc: General Counsel and Secretary
Facsimile Number: +1-858-777-3488

12.6 Amendment. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

12.7 Waiver. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

12.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one Party but all such counterparts taken together shall constitute one and the same agreement.

12.9 Descriptive Headings. The descriptive headings of this Agreement are for convenience only, and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

12.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of New York (without regard to conflict of law principles).

12.11 Severability. In the event that any clause or portion thereof in this Agreement is for any reason held to be invalid, illegal or unenforceable, the same shall not affect any other portion of this Agreement, as it is the intent of the Parties that this Agreement shall be construed in such fashion as to maintain its existence, validity and enforceability to the greatest extent possible. In any such event, this Agreement shall be construed as if such clause or portion thereof had never been contained in this Agreement, and there shall be deemed substituted therefore such provision as will most nearly carry out the intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable law unless doing so would have the effect of materially altering the right and obligations of the Parties, in which event this Agreement shall terminate and all the rights and obligations granted to the Parties hereunder shall cease and be of no further force and effect.

12.12 Entire Agreement of the Parties. This Agreement constitutes and contains the complete, final and exclusive understanding and agreement of the Parties and terminates and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings and agreements except the Confidential Disclosure Agreement dated October 6, 2006, whether oral or written, between the Parties respecting the subject matter hereof and thereof.

12.13 Independent Contractors. The relationship between DSP and Neurocrine created by this Agreement is one of independent contractors and neither Party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement.

12.14 No Trademark Rights. Expect as otherwise provided herein, no right, express or implied, is granted by this Agreement to use in any manner the name “Neurocrine Biosciences” “Dainippon Sumitomo Pharma Co., Ltd.” or any other trade name or trademark of the other Party or any of its Affiliates in connection with the performance of this Agreement.

12.15 Accrued Rights; Surviving Obligations. Unless explicitly provided otherwise in this Agreement, termination, relinquishment or expiration of this Agreement for any reason shall be without prejudice to any rights which shall have accrued to the benefit to any Party prior to such termination, relinquishment or expiration, including damages arising from any breach hereunder. Such termination, relinquishment or expiration shall not relieve any Party from obligations which are expressly indicated to survive termination or expiration of this Agreement, including, without limitation, those obligations set forth in Articles Eight, Ten, Eleven and Twelve and Sections 7.8(e), 7.10, 9.2, 9.3, 9.4 and 9.8 hereof.

12.16 Export. Notwithstanding anything to the contrary set forth herein, all obligations of Neurocrine and DSP are subject to prior compliance with United States and foreign export regulations and such other United States and foreign laws and regulations as may be applicable and to obtaining all necessary approvals required by applicable agencies of the governments of the United States and foreign jurisdictions. Neurocrine and DSP shall co-operate with one another and provide assistance to one another as reasonably necessary to obtain any required approvals.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have duly executed this Agreement to be effective as of the Effective Date.

Dainippon Sumitomo Pharma Co., Ltd.

/s/ Kenjiro Miyatake

By: Kenjiro Miyatake

Title: President

Neurocrine Biosciences, Inc.

/s/ Gary A. Lyons

By: Gary A. Lyons

Title: President and Chief Executive Officer

EXHIBIT A

Indiplon
[...***...]

*** Confidential Treatment Requested

EXHIBIT B

NEUROCRINE PATENT RIGHTS

[...***...]

EXHIBIT C

DSP Non-clinical and Formulation Study Plan

[...***...]

*** Confidential Treatment Requested

Exhibit 10.27

*****Text Omitted and Filed Separately with the Securities and Exchange Commission. Confidential Treatment Requested Under 17 C.F.R. Sections 200.80(b)(4) and 240.24b-2**

AMENDMENT

AMENDMENT dated October 29, 2007 to the Sublicense and Development Agreement dated June 30, 1998 (the "Sublicense Agreement") by and between DOV Pharmaceutical, Inc. 150 Pierce St., Somerset, NJ 08873 ("DOV") and Neurocrine Biosciences, Inc., 12790 El Camino Real, San Diego, California 92130 ("Neurocrine").

WHEREAS, DOV and Neurocrine have entered into a Consent and Agreement dated December 13, 2002 ("2002 Agreement") pursuant to which certain provisions of the Sublicense Agreement were amended.

WHEREAS, DOV and Neurocrine entered into a Consent Agreement and Amendment dated February 25, 2004 ("2004 Agreement") pursuant to which certain provisions of the Sublicense Agreement were amended.

WHEREAS, DOV and Neurocrine would now like to amend the Sublicense Agreement as amended by the 2002 Agreement and the 2004 Agreement (the "Amended Sublicense Agreement") and the 2002 Agreement and 2004 Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the promises, mutual covenants and obligations set forth below, the parties agree as follows:

1. Amendment of Section 3.1 of 2002 Agreement. Section 3.1 of the 2002 Agreement is hereby revised to delete the following sentence:

"Any such sublicense shall require the prior written approval of each of DOV and ACY...(each an "Approved Sublicensee").

In place of the deleted sentence the following shall be added:

"Each sublicensee of Neurocrine shall be deemed an approved sublicensee (each an "Approved Sublicensee")."

2. Amendment of Section 4.2 of the Sublicense Agreement and Section 3.3 of the 2004 Agreement. (a) Section 4.2 of the Sublicense Agreement is hereby amended to delete the following milestone:

"U.S. $3,000,000 upon regulatory approval for the marketing of the Marketed Product within either the United States, Japan or within the EU."

The following new milestone is hereby added.

"U.S. $2,000,000 on November 1, 2007. U.S. $1,000,000 upon the regulatory approval for the marketing of the Marketed Product within either the United States, Japan or within the EU."

(b) Section 3.3 of the 2004 Agreement (amending Section 6.2 of the License Agreement, as amended and supplemented in full) is hereby amended to delete the following:

"U.S. $1,500,000 upon regulatory approval for the marketing of the Marketed Product within either the United States, Japan or within the EU."

The following new milestone is hereby added.

"U.S. $1,000,000 on November 1, 2007. U.S. $500,000 upon the regulatory approval for the marketing of the Marketed Product within either the United States, Japan or within the EU"

The parties acknowledge that pursuant to the 2004 Agreement, all payments by Neurocrine to DOV under clause (a) are net of payments set forth in such Section 3.3 of the 2004 Agreement. For clarity, such U.S. $2,000,000 clause (a) payment is hereby owed and accrued to DOV and due and payable, is not contingent on any event, and is payable without any set-off, credit or deduction (other than the one million dollar $1,000,000 payment to Neurocrine set forth in such Section 3.3 of the 2004 Agreement).

3. Royalty Prepayment.

(a) Definitions. Capitalized terms used herein and not otherwise defined will have the definition set forth in the Amended Sublicense Agreement.

"FDA Approval" shall mean approval by the United States Food and Drug Administration of the NDA for IR Product originally filed with the FDA on June 12, 2007 with [...***...].

"First Commercial Sale" shall mean with respect to the IR Product, after it is approved, commercial sale by Neurocrine, any of its Affiliates and/or its sublicensees of the IR Product in its commercial form to a third party in exchange for cash or some equivalent to which value can be assigned. Transfer of IR Product between or among Neurocrine, its Affiliates and sublicensees will not constitute commercial sales.

"Indiplon" shall mean N-methyl-N-(3-{3-[2-thienylcarbonyl]-pyrazolo-[1,5-a]-pyrimidin-7-yl}phenyl) acetamide.

"IR Product" shall mean the immediate release capsule of Indiplon.

[...***...]

"U.S. Sublicense" shall mean Neurocrine shall have entered into an effective agreement providing for a sublicense of any of Indiplon development and commercialization rights under the Amended Sublicense Agreement in the United States territory with a biotechnology or pharmaceutical company.

(b) Royalty Prepayment. Upon DOV's election, Neurocrine will pay DOV [...***...] as a prepayment ("Royalty Prepayment") of the royalty payable to DOV pursuant to the Amended Sublicense Agreement, this Amendment, the 2002 Agreement and the 2004 Agreement (the "Royalty"), as provided below. Each Prepayment will be at DOV's option upon each of the first and second occurrence of the events set forth below ("Events").

Events		Royalty Prepayment to DOV
First to occur	Any of: (i) FDA Approval, (ii) US Sublicense, or (iii) First Commercial Sale	[...***...]
Second to occur	Any of: (i) FDA Approval, (ii) US Sublicense, or (iii) First Commercial Sale	[...***...]

DOV may elect to receive each Royalty Prepayment upon written notice to Neurocrine within thirty (30) days of the specified first to occur and second to occur Event, in which case Neurocrine shall wire the Royalty Prepayment to an account designated by DOV within five(5) business days, without any set-off, credit or deduction. Upon expiration of this thirty (30) day period, the option to receive the Royalty Prepayment will lapse and DOV will have deemed to waive their right to receive any future Royalty Prepayments; provided that such 30-day period will not lapse until thirty (30) days after Neurocrine has notified DOV in writing of the occurrence of an Event. If a Royalty Prepayment is made to DOV such Royalty Prepayment would be non-refundable to Neurocrine; the parties acknowledge and agree that the only obligation to repay any Royalty Prepayment will be from the Royalty otherwise payable to DOV under the Amended Sublicense Agreement, this Amendment, the 2002 Agreement and the 2004 Agreement, and that if any such Royalty Prepayment is not fully repaid by the Royalty for whatever reason, there will be no obligation to repay same. DOV acknowledges that this Royalty Prepayment is potentially for multiple years of Royalty that would otherwise be payable to DOV.

DOV further agrees that the Royalty to be credited against the Royalty Prepayment will be discounted at a [...***...] Royalty Prepayment until such time as the first Royalty Prepayment balance is zero.

In the event of a second [...***...] Royalty Prepayment, the Royalty to be credited against the Royalty Prepayment will be discounted at a [...***...] Royalty Prepayment until such time as the second Royalty Prepayment balance is zero.

In the event that [...***...] Royalty Prepayments are made, the Royalty credited against the first Royalty Prepayment will be exhausted [...***...] prior to crediting of Royalties

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against the second Royalty Prepayment [...***...]. The actual Royalty earned for each quarterly period will not be paid to DOV, but instead will be credited against the unused balance of the Royalty Prepayment until such time that the balance of the Royalty Prepayment is reduced to zero. At the point the Royalty Prepayment is reduced to zero, cash Royalty payments to DOV will commence as described in the Amended Sublicense Agreement.

For clarity an example is provided on Exhibit A.

Neurocrine hereby represents and warrants to DOV that the NDA presently under examination by the FDA was filed on June 12, 2007, is for immediate release capsule of Indiplon, [...***...].

4. Royalty Sale. Neurocrine will, and hereby does upon DOV's notice and request, permit DOV (i) to assign the Royalty and audit rights (Section 5.5) under the Amended Sublicense Agreement, this Amendment, the 2002 Agreement and the 2004 Agreement, (ii) to share the Royalty reports delivered thereunder pursuant to commercially reasonable confidentiality provisions, and (iii) to direct payment of the Royalty to any third party (including a financial institution as part of a "lock-box" arrangement), optionally on an irrevocable basis, all of the foregoing in connection with a monetization of the Royalty by DOV. Neurocrine will confirm same in connection with any such monetization at DOV's request. Otherwise, all other rights under the Amended Sublicense Agreement will be assignable only in compliance with such Section 11 and elsewhere thereunder.

5. Miscellaneous.

a. Counterparts. This Amendment may be executed in any number of counterparts each of which shall be original and all originals of which shall be deemed a single instrument.

b. Governing Law. This Amendment will be governed and construed by the substantive laws of the State of New York.

c. Rights of Approved Sublicensees. The parties hereby agree that the Approved Sublicensees (as such definition is amended hereunder) have the rights specified under Section 4.7 of the 2002 Agreement.

d. Entire Agreement. The Amended Sublicense Agreement, this Amendment, the 2002 Agreement and the 2004 Agreement are the full understanding of the parties with respect to the subject matter hereof. Each party confirms, to its knowledge as of the date first written above, that the other party is not in default of any such agreements, and that such party does not have any damages claims against such other party hereunder or thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

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NEUROCRINE BIOSCIENCES, INC.

/s/ Gary A. Lyons

By: Gary A. Lyons
Title: President and Chief Executive Officer

DOV PHARMACEUTICAL, INC.

/s/ Barbara Duncan

By: Barbara Duncan
Title: Chief Executive Officer

EXHIBIT A

[...***...]

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Exhibit 10.35

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, effective as of the last date signed by the parties hereto (the "Effective Date"), supersedes and replaces the Employment Agreement dated October 31, 2005 by and between **Neurocrine Biosciences, Inc.**, 12790 El Camino Real, San Diego, California 92130 (hereinafter the "Company"), and **Christopher F. O'Brien, MD** (hereinafter "Executive") (the "Original Employment Agreement"). Once this Agreement is effective, the Original Employment Agreement shall have no further force or effect.

RECITALS

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive is to be employed by the Company on and after the Effective Date hereof;

NOW, THEREFORE, the Company and Executive, in consideration of the mutual promises set forth herein, agree as follows:

ARTICLE 1

NATURE OF EMPLOYMENT

1.1 *Commencement Date.* Executive's full-time employment with the Company under this Agreement shall be deemed to have commenced as of August 1, 2007 ("Commencement Date") and this Agreement shall continue from the Effective Date until it is terminated by either the Company or Executive pursuant to the terms set forth in Article 6.

1.2 *At-Will Employment.* Executive shall be employed at-will by the Company and therefore either Executive or the Company may terminate the employment relationship and this Agreement at any time, with or without Cause (as defined herein) and with or without advance notice, subject to the provisions of Article 6.

ARTICLE 2

EMPLOYMENT DUTIES

2.1 *Title/Responsibilities.* Executive hereby accepts employment with the Company pursuant to the terms and conditions hereof. Executive agrees to serve the Company in the position of Senior Vice President, Clinical Development and Chief Medical Officer. Executive shall have the powers and duties commensurate with such position, including but not limited to hiring personnel necessary to carry out the responsibilities for such position as set forth in the annual business plan approved by the Board of Directors.

2.2 *Full Time Attention.* Executive shall devote his best efforts and his full business time and attention to the performance of the services customarily incident to such office and to such other services as the President and Chief Executive Officer or Board may reasonably request.

2.3 *Other Activities.* Except upon the prior written consent of the President & Chief Executive Officer, Executive shall not during the period of employment engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place him in a competing position to that of the Company or any other corporation or entity that directly or indirectly controls, is controlled by, or is under common control with the Company (an "Affiliated Company"), provided that Executive may own less than two percent (2%) of the outstanding securities of any such publicly traded competing corporation.

ARTICLE 3

COMPENSATION

3.1 *Base Salary.* Executive shall receive a Base Salary at an annual rate of three hundred fifty thousand and one dollar ($350,001.00), payable semi-monthly in equal installments in accordance with the Company's normal payroll practices. The Chief Executive Officer shall provide Executive with annual performance reviews, and, thereafter, Executive shall be entitled to such increase in Base Salary as the Chief Executive Officer and Board of Directors may from time to time establish in their sole discretion.

3.2 *Incentive Bonus.* In addition to any other bonus the Executive shall be awarded by the Company, Executive shall be eligible to receive an annual incentive bonus based upon the achievement in meeting annual personal goals established by his immediate supervisor and achievement by the Company of annual corporate goals established by the Board of Directors. Executives target annual incentive bonus will be set forth in the Company's annual bonus plan (the "Target Annual Bonus"). Except as provided in Article 6 herein, no pro-rata bonus will be considered earned if the Executive leaves the Company for any reason prior to the foregoing determination dates. Any annual incentive bonus that is earned shall be paid no later than the fifteenth day of the third month following the end of the Company's fiscal year for which such bonus was earned.

3.3 *Equity.* Except as provided in Article 6 in the case of certain terminations of employment, this Agreement shall not affect any Stock Awards (as such term is defined below) previously granted by the Company to Executive. Subject to approval by the Company's Board of Directors, Executive shall be eligible to receive additional Stock Awards on terms to be set forth by the Company at the time of any such grant. For purposes of this Agreement, "Stock Awards" shall mean any rights granted by the Company to Executive with respect to the common stock of the Company, including, without limitation, stock options, stock appreciation rights, restricted stock, stock bonuses and restricted stock units.

3.4 *Withholdings.* All compensation and benefits payable to Executive under this Agreement shall be subject to all federal, state, local taxes and other withholdings and similar taxes and payments required by applicable law.

ARTICLE 4

EXPENSE ALLOWANCES AND FRINGE BENEFITS

4.1 *Vacation.* Executive shall be entitled to participate in the Company's vacation plan pursuant to the terms of that plan.

4.2 *Benefits.* During Executive's employment hereunder, the Company shall also provide Executive with the health insurance benefits it generally provides to its other senior management employees. As Executive becomes eligible in accordance with criteria to be adopted by the Company, the Company shall provide Executive with the right to participate in and to receive benefit from life, accident, disability, medical, and savings plans and similar benefits made available generally to employees of the Company as such plans and benefits may be adopted by the Company. With respect to long-term disability insurance coverage, the Executive will pay all premiums for such coverage with after-tax dollars, and the Company will reimburse the Executive for the premium costs so paid by the Executive and make an additional tax gross-up payment to Executive in an amount that shall fully fund the payment by Executive of any income and employment taxes on such reimbursement payment and tax gross-up payment. The amount and extent of benefits to which Executive is entitled shall be governed by the specific benefit plan as it may be amended from time to time.

4.3 *Business Expense Reimbursement.* During the term of this Agreement, Executive shall be entitled to receive proper reimbursement for all reasonable out-of-pocket expenses incurred by him (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder. Executive agrees to furnish to the Company adequate records and other documentary evidence of such expense for which Executive seeks reimbursement. Such expenses shall be reimbursed and accounted for under the policies and procedures established by the Company, and such reimbursement shall be made promptly, but in no

event later than December 31 of the calendar year following the year in which such expenses were incurred by Executive.

ARTICLE 5

CONFIDENTIALITY

5.1 *Proprietary Information.* Executive represents and warrants that he has previously executed and delivered to the Company the Company's standard Proprietary Information and Inventions Agreement.

5.2 *Return of Property.* All documents, records, apparatus, equipment and other physical property which is furnished to or obtained by Executive in the course of his employment with the Company shall be and remain the sole property of the Company. Executive agrees that, upon the termination of his employment, he shall return all such property (whether or not it pertains to Proprietary Information as defined in the Proprietary Information and Inventions Agreement), and agrees not to make or retain copies, reproductions or summaries of any such property.

5.3 *No Use of Prior Confidential Information.* Executive will not intentionally disclose to the Company or use on its behalf any confidential information belonging to any of his former employers or any other third party.

ARTICLE 6

TERMINATION

6.1 *General.* As set forth in Section 1.2 herein, Executive shall be employed on an at-will basis by the Company. Notwithstanding the foregoing, Executive's employment and this Agreement may be terminated in one of six ways as set forth in this Article 6: (a) Executive's Death (Section 6.2); (b) Executive's Disability (Section 6.3); (c) Termination by the Company for Cause (Section 6.4); (d) Termination by the Company without Cause (Section 6.5); (e) Termination by Executive due to a Constructive Termination (Section 6.6); or (f) Voluntary Resignation (Section 6.7).

6.2 *By Death.* Executive's employment and this Agreement shall terminate automatically upon the death of Executive. In such event:

(a) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares that would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment. All Stock Awards held by Executive that are vested at the time of termination (including any accelerated Stock Awards) will be exercisable in accordance with their terms for a period of one year after the termination date.

(b) *Bonus.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's fiscal year in which Executive's death occurs multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in such fiscal year and the denominator of which is 12. Such amount shall be paid as soon as administratively practicable, but in no event later than March 15 following the year in which Executive's death occurred.

(c) *Accrued Compensation.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, any accrued Base Salary, any vested deferred compensation (other than pension plan or profit-sharing plan benefits that will be paid in accordance with the applicable plan), any benefits under any plans of the Company (other than pension and profit-sharing plans) in which Executive is a participant to the full extent of Executive's rights under such plans, any accrued vacation pay and any appropriate business expenses incurred by Executive in connection with his duties hereunder, all to the date of termination (collectively "Accrued Compensation").

(d) *No Severance Compensation.* The compensation and benefits set forth in Sections 6.2(a) through (c) herein shall be the only compensation and benefits provided by the Company in the event of Executive's death and no other severance compensation or benefits shall be provided.

6.3 *By Disability.* If Executive is prevented from performing his duties hereunder by reason of any physical or mental incapacity that results in Executive's satisfaction of all requirements necessary to receive benefits under the Company's long-term disability plan due to a total disability, then, to the extent permitted by law, the Company may terminate the employment of Executive and this Agreement at or after such time. In such event, and if Executive signs the General Release set forth as **Exhibit A** or such other form of release as the Company may require (the "Release") on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then:

(a) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(b) *Base Salary Continuation.* The Company shall continue to pay Executive's Base Salary, less required withholdings, for a period of 12 months (the "Disability Base Salary Payments"); provided that the Disability Base Salary Payments shall be reduced by any insurance or other payments to Executive under policies and plans sponsored by the Company, even if premiums are paid by Executive. Subject to the provisions of Section 6.11, the Disability Base Salary Payments shall be paid in accordance with the Company's standard payroll practices commencing with the first payroll period following the effectiveness of the Release.

(c) *Bonus.* The Company shall pay a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's then-current fiscal year multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in the current fiscal year and the denominator of which is 12. Such payment shall be made within ten (10) days following the Effective Date of the Release.

(d) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(e) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided*, *however*, that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(f) *Disability Plans.* Nothing in this Section 6.3 shall affect Executive's rights under any disability plan in which Executive is a participant.

6.4 *Termination by the Company for Cause.*

(a) *No Liability.* The Company may terminate Executive's employment and this Agreement for Cause (as defined below) without liability at any time. In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

(b) *Definition of "Cause."* For purposes of this Agreement, "Cause" shall mean one or more of the following:

(i) Executive's intentional commission of an act, or intentional failure to act, that materially injures the business of the Company; *provided, however,* that in no event shall any business judgment made in good faith by Executive and within Executive's defined scope of authority constitute a basis for termination for Cause under this Agreement;

(ii) Executive's intentional refusal or intentional failure to act in accordance with any lawful and proper direction or order of the Board of Directors, the Chief Executive Officer, or the individual to whom Executive reports.

(iii) Executive's material breach of Executive's fiduciary, statutory, contractual, or common law duties to the Company (including any material breach of this Agreement, the Proprietary Information and Inventions Agreement, or the Company's written policies);

(iv) Executive's indictment for or conviction of any felony or any crime involving dishonesty; or

(v) Executive's participation in any fraud or other act of willful misconduct against the Company;

provided, however, that in the event that any of the foregoing events is reasonably capable of being cured, the Company shall provide written notice to Executive describing the nature of such event and Executive shall thereafter have ten (10) business days to cure such event.

6.5 *Termination by the Company without Cause.*

(a) *The Company's Right.* The Company may terminate Executive's employment and this Agreement without Cause (as defined in Section 6.4(b) herein) at any time by giving thirty (30) days advance written notice to Executive.

(b) *Severance Benefits.* If the Company terminates Executive's employment without Cause, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *Cash Compensation Amount Payments.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.0 (the "Cash Compensation Amount"). Subject to the provisions of Section 6.11, the Cash Compensation Amount will be paid in equal installments on the Company's standard payroll dates over a period of 12 months commencing with the first payroll period following the effectiveness of the Release.

(iii) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(iv) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided, however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

6.6 *Termination by Executive due to a Constructive Termination.*

(a) *Executive's Right.* Executive may resign his employment and terminate this Agreement at any time as a result of a Constructive Termination (as defined in Section 6.6(c) herein).

(b) *Severance Benefits.* If Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then Executive shall receive all of the severance benefits set forth in Section 6.5(b) herein.

(c) *Definition of "Constructive Termination."* For purposes of this Agreement, "Constructive Termination" shall mean a resignation of employment and termination of this Agreement by Executive for one or more of the following reasons:

(i) A material reduction by the Company of Executive's annual Base Salary;

(ii) A relocation of Executive or the Company's principal executive offices if Executive's principal office is at such offices, to a location more than forty (40) miles from the location at which Executive is then performing his duties, except for an opportunity to relocate which is accepted by Executive in writing; or

(iii) A material breach by the Company of any provision of this Agreement or any other enforceable written agreement between Executive and the Company; *provided; however*, that Executive must first provide the Company with written notice specifying the condition giving rise to a Constructive Termination within ninety (90) days following the initial existence of such condition; and Executive's notice must specify that Executive intends to terminate his employment no earlier than thirty (30) days after providing such notice, and the Company must be given an opportunity to cure such condition within thirty (30) days following its receipt of such notice and avoid paying benefits.

6.7 *Voluntary Resignation.* Executive may resign his or her employment and terminate this Agreement at any time for any reason other than due to a Constructive Termination (as defined in Section 6.6(c) herein). In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

6.8 *Change In Control.*

(a) *Severance Benefits.* If (i) within six months after the consummation of a Change in Control (as defined in Section 6.8(b) herein), (1) the Company terminates Executive's employment and this Agreement without Cause pursuant to Section 6.5 herein or (2) Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination pursuant to Section 6.6 herein, and (ii) in either event (1) or (2), Executive signs the Release on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then Executive shall receive the following severance benefits in lieu of any severance benefits set forth in Section 6.5(b) or Section 6.6(b) herein:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *CIC Cash Compensation Amount Payment.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.5 (collectively, the "CIC Cash Compensation Amount"). The CIC Cash Compensation Amount will be paid in one lump sum within ten (10) days following the Effective Date of the Release.

(iii) *Cash Payment for Stock Awards.* Within ten (10) days following the Effective Date of the Release, the Company shall pay Executive a cash amount equal to the value, as of the date of the consummation of the Change in Control, of (1) all Stock Awards that are unvested at the time of termination of employment, and (2) all Stock Awards that are vested at the time of termination of employment and for which the shares subject to such Stock Awards have not yet been issued, including, without limitation, any unexercised stock options, unexercised stock appreciation rights, and unissued shares subject to a restricted stock unit award, provided, in either case, that such Stock Awards were held by Executive as of the date of consummation of the Change in

Control, and all rights of Executive in such Stock Awards and any unvested shares of stock that previously may have been issued thereunder shall be extinguished as a result of such payment, with the result that such Stock Awards shall automatically terminate unexercised and unvested shares of stock previously issued shall automatically be reacquired by the Company or its successor. For purposes of the foregoing cash payment, (1) stock options and stock appreciation rights shall be valued on the basis of the difference between the value of the subject stock for purposes of the transaction constituting the Change of Control and the exercise or base price of the award, and (2) restricted stock, restricted stock units or other full value awards and shares of stock acquired under Stock Awards shall be valued on the basis of the value of the subject stock for purposes of the transaction constituting the Change in Control.

(iv) ***Health Insurance Benefits.*** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 18 months after the date of Executive's termination of employment; *provided*, *however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(b) ***Definition of "Change in Control."*** For purposes of this Agreement, a "Change in Control" shall have occurred if at any time during Executive's employment hereunder, any of the following events shall occur:

(i) The Company is merged, or consolidated. or reorganized into or with another corporation or other legal person, and as a result of such merger, consolidation or reorganization less than 50% of the combined voting power of the then-outstanding securities of such corporation or person immediately after such transaction are held in the aggregate by the holders of voting securities of the Company immediately prior to such transaction;

(ii) The Company sells all or substantially all of its assets or any other corporation or other legal person and thereafter, less than 50% of the combined voting power of the then-outstanding voting securities of the acquiring or consolidated entity are held in the aggregate by the holders of voting securities of the Company immediately prior to such sale;

(iii) There is a report filed after the date of this Agreement on Schedule 13 D or schedule 14 D-1 (or any successor schedule, form or report), each as promulgated pursuant to the Securities Exchange Act of l934 (the "Exchange Act") disclosing that any person (as the term "person" is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) has become the beneficial owner (as the term beneficial owner is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) representing 50% or more of the combined voting power of the then-outstanding voting securities of the Company;

(iv) The Company shall file a report or proxy statement with the Securities and Exchange Commission pursuant to the Exchange Act disclosing in response to item 1 of Form 8-X thereunder or Item 5(f) of Schedule 14 A thereunder (or any successor schedule, form or report or item therein) that the change in control of the Company has or may have occurred or will or may occur in the future pursuant to any then-existing contract or transaction; or

(v) During any period of two (2) consecutive years, individuals who at the beginning of any such period constitute the directors of the Company cease for any reason to constitute at least a majority thereof unless the election to the nomination for election by the Company's shareholders of each director of the Company first elected during such period was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of such period.

(c) *Parachute Payments.*

(i) If any payment or benefit (including payments or benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control or otherwise (a "Payment") (1) would constitute a "parachute payment" within the meaning of Section 280G of the Code, and (2) but for this sentence, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amount of the Payment is paid to Executive, whether the total payments exceed 2.99 times Executive's "base amount" within the meaning of Section 280G of the Code (the "Base Amount") by 15% or less, in which case such Payment shall be reduced to an amount that results in no portion of the Payment being subject to the Excise Tax (the "Reduced Payment").

(ii) If a Reduced Payment is made, (x) the Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and Executive shall have no rights to any additional payments and/or benefits constituting the Payment, and (y) reduction in payments and/or benefits shall occur in the following order unless Executive elects in writing a different order (*provided, however,* that such election shall be subject to Company approval if made on or after the date on which the event that triggers the Payment occurs): (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits paid to Executive. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting shall be canceled in the reverse order of the date of grant unless Executive elects in writing a different order for cancellation.

(iii) If it is determined that the Payment exceeds 2.99 times Executive's Base Amount by more than 15%, the Company shall pay the full amount of the Payment and Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") from the Company in an amount that after the payment of all taxes (including, without limitation, (1) any income or employment taxes, (2) any interest or penalties imposed with respect to such taxes, and (3) any additional Excise Tax on the Gross-Up Payment, Executive shall retain an amount equal to the full Excise Tax. The Gross-Up Payment shall be paid as soon as practicable following the date the Payment is made, but in no event later than the end of the Executive's taxable year following the taxable year in which Executive has remitted (by withholding or otherwise) the Excise Tax.

(iv) For purposes of determining the amount of the Gross-Up Payment, Executive shall be deemed to have: (x) paid federal income taxes at the highest marginal rate of federal income and employment taxation for the calendar year in which the Gross-Up Payment is to be made, and (y) paid applicable state and local income taxes at the highest rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(v) Except as otherwise provided herein, Executive shall not be entitled to any additional payments or other indemnity arrangements in connection with the Payment or the Gross-Up Payment.

6.9 *Mitigation.* Except as otherwise specifically provided herein, Executive shall not be required to mitigate the amount of any payment provided under this Agreement by seeking other employment or self-employment, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by Executive as a result of employment by another employer or through self-employment or by retirement benefits after the date of Executive's termination of employment from the Company, except as provided herein.

6.10 *Coordination.* If upon termination of employment, Executive becomes entitled to rights under other plans, contracts or arrangements entered into by the Company, this Agreement shall be coordinated with such other arrangements so that Executive's rights under this Agreement are not reduced, and that any payments under this Agreement offset the same types of payments otherwise provided under such other arrangements, but do not otherwise reduce any payments or benefits under such other arrangements to which Executive becomes entitled.

6.11 *Application of Section 409A.* If Executive is a "specified employee" within the meaning of 409A(a)(2)(B)(i) of the Code, any installment payments of Disability Base Salary Payments pursuant to Section 6.3(b) or Cash Compensation Amounts pursuant to Section 6.5(b) or 6.6(b) that are triggered by a separation from service shall be accelerated to the minimum extent necessary so that (a) the lesser of (y) the total cash severance payment amount, or (z) six (6) months of such installment payments are paid no later than March 15 of the calendar year following such termination, and (b) all amounts paid pursuant to the foregoing clause (a) will constitute

separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus will be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations. It is intended that if Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time of such separation from service the foregoing provision shall result in compliance with the requirements of Section 409A(a)(2)(B)(i) of the Code since payments to Executive will either be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations or will not be paid until at least 6 months after separation from service.

ARTICLE 7

GENERAL PROVISIONS

7.1 *Governing Law.* The validity, interpretation, construction and performance of this Agreement and the rights of the parties thereunder shall be interpreted and enforced under California law without reference to principles of conflicts of laws. The parties expressly agree that inasmuch as the Company's headquarters and principal place of business are located in California, it is appropriate that California law govern this Agreement.

7.2 *Assignment; Successors Binding Agreement.*

(a) *No Assignment.* Executive may not assign, pledge or encumber his interest in this Agreement or any part thereof.

(b) *Assumption by Successor.* The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by operation of law or by agreement in form and substance reasonably satisfactory to Executive, to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(c) This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributee, devisees and legatees. If Executive should die while any amount is at such time payable to Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legates or other designee or, if there be no such designee, to his estate.

7.3 *Notice.* For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

To the Company:

Neurocrine Biosciences, Inc.
12790 El Camino Real
San Diego, CA 92130
Attn.: President & Chief Executive Officer

To Executive:

Christopher F. O'Brien, MD

7.4 *Modification; Waiver; Entire Agreement.* This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between Executive and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations, including, without limitation, the Original Employment Agreement which shall have no further force or effect. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Executive and such officer as may be specifically designated by the Board of the Company. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

7.5 *Validity.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

7.6 *Controlling Document.* Except to the extent described in Section 6.l0, in case of conflict between any of the terms and condition of this Agreement and the document herein referred to, the terms and conditions of this Agreement shall control.

7.7 *Executive Acknowledgment.* Executive acknowledges (a) that he has consulted with or has had the opportunity to consult with independent counsel of his own choice concerning this Agreement, and has been advised to do so by the Company, and (b) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

7.8 *Dispute Resolution.* To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's employment, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the enforcement, breach, performance, execution, or interpretation of this Agreement, Executive's employment, or the termination of that employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Diego, California conducted before a single arbitrator by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or its successor, under the then applicable JAMS rules. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. The Company shall pay all of JAMS' arbitration fees. Nothing in this letter agreement shall prevent either Executive or the Company from obtaining injunctive relief in court if necessary to prevent irreparable harm pending the conclusion of any arbitration. The parties agree that the arbitrator shall award reasonable attorneys fees, costs, and all other related expenses to the prevailing party in any action brought hereunder, and the arbitrator shall have discretion to determine the prevailing party in an arbitration where multiple claims may be at issue.

7.9 *Remedies.*

(a) *Injunctive Relief.* The parties agree that the services to be rendered by Executive hereunder are of a unique nature and that in the event of any breach or threatened breach of any of the covenants contained herein, the damage or imminent damage to the value and the goodwill of the Company's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the parties agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any such provisions by Executive, in addition to any other relief (including damage) available to the Company under this Agreement or under law.

(b) *Exclusive.* Both parties agree that the remedy specified in Section 7.9(a) above is not exclusive of any other remedy for the breach by Executive of the terms hereof.

7.10 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

Executed by the parties as follows:

EXECUTIVE	**NEUROCRINE BIOSCIENCES, INC**
By: /s/ Christopher F. O'Brien	By: /s/ Richard Ranieri
Date: August 6, 2007	Date: August 1, 2007

EXHIBIT A
GENERAL RELEASE

Pursuant to the terms of the Employment Agreement between Neurocrine Biosciences, Inc. (the "Company") and Christopher F. O'Brien, MD ("Executive") dated August 1, 2007 (the "Agreement"), the parties hereby enter into the following General Release (the "Release"):

1. *Accrued Salary and Vacation.* Executive understands that, on the last date of Executive's employment with the Company, the Company will pay Executive any accrued salary and accrued and unused vacation to which Executive is entitled by law, regardless of whether Executive signs this Release.

2. *General Release.* Executive hereby generally and completely releases the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively the "Released Parties") of and from any and all claims, liabilities and obligations, both known and unknown, arising out of or in any way related to events, acts, conduct, or omissions occurring at any time prior to or at the time that Executive signs this Release.

3. *Scope of Release.* This general release includes, but is not limited to: (1) all claims arising out of or in any way related to Executive's employment with the Company or the termination of that employment; (2) all claims related to Executive's compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership or equity interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing (including claims based on or arising under the Agreement); (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act (as amended) ("ADEA"), the federal Family and Medical Leave Act, the California Labor Code (as amended), the California Family Rights Act, and the California Fair Employment and Housing Act (as amended).

4. *ADEA Waiver.* Executive acknowledges that Executive is knowingly and voluntarily waiving and releasing any rights Executive may have under the ADEA, and that the consideration given for the waiver and release in the preceding paragraph is in addition to anything of value to which Executive is already entitled. Executive further acknowledges that Executive has been advised by this writing that: (1) Executive's waiver and release do not apply to any rights or claims that may arise after the date Executive signs this Release; (2) Executive should consult with an attorney prior to signing this Release (although Executive may choose voluntarily not to do so); (3) Executive has twenty-one (21) days to consider this Release (although Executive may choose voluntarily to sign it earlier); (4) Executive has seven (7) days following the date Executive signs this Release to revoke it by providing written notice of revocation to the Company's Chief Executive Officer; and (5) this Release will not be effective until the date upon which the revocation period has expired, which will be the eighth calendar day after the date Executive signs it provided that Executive does not revoke it (the "Effective Date").

5. *Section 1542 Waiver.* EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. Executive acknowledges that Executive has read and understands Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Executive hereby expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to Executive's respective release of claims herein, including but not limited to Executive's release of unknown and unsuspected claims.

6. *Excluded Claims.* Executive understands that notwithstanding the foregoing, the following are not included in the Released Claims (the "Excluded Claims"): (i) any rights or claims for indemnification

Executive may have pursuant to any written indemnification agreement to which he is a party, the charter, bylaws, or operating agreements of any of the Released Parties, or under applicable law; or (ii) any rights which are not waivable as a matter of law. In addition, Executive understands that nothing in this release prevents Executive from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or the California Department of Fair Employment and Housing, except that Executive acknowledges and agrees that Executive shall not recover any monetary benefits in connection with any such claim, charge or proceeding with regard to any claim released herein. Executive hereby represents and warrants that, other than the Excluded Claims, Executive is not aware of any claims he has or might have against any of the Released Parties that are not included in the Released Claims.

7. *Executive Representations.* Executive hereby represents that Executive has been paid all compensation owed and for all hours worked; Executive has received all the leave and leave benefits and protections for which Executive is eligible, pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and Executive has not suffered any on-the-job injury for which Executive has not already filed a workers' compensation claim.

8. *Nondisparagement.* Executive agrees not to disparage the Company, its parent, or its or their officers, directors, employees, shareholders, affiliates and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation (although Executive may respond accurately and fully to any question, inquiry or request for information as required by legal process).

9. *Cooperation.* Executive agrees not to voluntarily (except in response to legal compulsion) assist any third party in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the other party, or against the Company's parent or subsidiary entities, affiliates, officers, directors, employees or agents. Executive further agrees to reasonably cooperate with the other party, by voluntarily (without legal compulsion) providing accurate and complete information, in connection with such other party's actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters, arising from events, acts, or failures to act that occurred during the period of Executive's employment by the Company.

10. *No Admission of Liability.* The parties agree that this Release, and performance of the acts required by it, does not constitute an admission of liability, culpability, negligence or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence or wrongdoing by any party and/or by any party's current, former or future parents, subsidiaries, related entities, predecessors, successors, officers, directors, shareholders, agents, employees and assigns. The parties specifically acknowledge and agree that this Release is a compromise of disputed claims and that the Company denies any liability for any matter released herein.

NEUROCRINE BIOSCIENCES, INC.:

By: .

Date: .

EXECUTIVE:

By: .

Date: .

Exhibit 10.36

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, effective as of the last date signed by the parties hereto (the "Effective Date") by and between **Neurocrine Biosciences, Inc.**, 12790 El Camino Real, San Diego, California 92130 (hereinafter the "Company"), and **Dimitri Grigoriadis, Ph.D.** (hereinafter "Executive").

R E C I T A L S

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive is to be employed by the Company on and after the Effective Date hereof;

NOW, THEREFORE, the Company and Executive, in consideration of the mutual promises set forth herein, agree as follows:

ARTICLE 1

NATURE OF EMPLOYMENT

1.1 *Commencement Date.* Executive's full-time employment with the Company under this Agreement shall be deemed to have commenced as of August 1, 2007 ("Commencement Date") and this Agreement shall continue from the Effective Date until it is terminated by either the Company or Executive pursuant to the terms set forth in Article 6.

1.2 *At-Will Employment.* Executive shall be employed at-will by the Company and therefore either Executive or the Company may terminate the employment relationship and this Agreement at any time, with or without Cause (as defined herein) and with or without advance notice, subject to the provisions of Article 6.

ARTICLE 2

EMPLOYMENT DUTIES

2.1 *Title/Responsibilities.* Executive hereby accepts employment with the Company pursuant to the terms and conditions hereof. Executive agrees to serve the Company in the position of Vice President, Research. Executive shall have the powers and duties commensurate with such position, including but not limited to hiring personnel necessary to carry out the responsibilities for such position as set forth in the annual business plan approved by the Board of Directors.

2.2 *Full Time Attention.* Executive shall devote his best efforts and his full business time and attention to the performance of the services customarily incident to such office and to such other services as the President and Chief Executive Officer or Board may reasonably request.

2.3 *Other Activities.* Except upon the prior written consent of the President & Chief Executive Officer, Executive shall not during the period of employment engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place him in a competing position to that of the Company or any other corporation or entity that directly or indirectly controls, is controlled by, or is under common control with the Company (an "Affiliated Company"), provided that Executive may own less than two percent (2%) of the outstanding securities of any such publicly traded competing corporation.

ARTICLE 3

COMPENSATION

3.1 *Base Salary.* Executive shall receive a Base Salary at an annual rate of two hundred sixty thousand and one dollar ($260,001.00), payable semi-monthly in equal installments in accordance with the Company's normal payroll practices. The Chief Executive Officer shall provide Executive with annual performance reviews, and, thereafter, Executive shall be entitled to such increase in Base Salary as the Chief Executive Officer and Board of Directors may from time to time establish in their sole discretion.

3.2 *Incentive Bonus.* In addition to any other bonus the Executive shall be awarded by the Company, Executive shall be eligible to receive an annual incentive bonus based upon the achievement in meeting annual personal goals established by his immediate supervisor and achievement by the Company of annual corporate goals established by the Board of Directors. Executives target annual incentive bonus will be set forth in the Company's annual bonus plan (the "Target Annual Bonus"). Except as provided in Article 6 herein, no pro-rata bonus will be considered earned if the Executive leaves the Company for any reason prior to the foregoing determination dates. Any annual incentive bonus that is earned shall be paid no later than the fifteenth day of the third month following the end of the Company's fiscal year for which such bonus was earned.

3.3 *Equity.* Except as provided in Article 6 in the case of certain terminations of employment, this Agreement shall not affect any Stock Awards (as such term is defined below) previously granted by the Company to Executive. Subject to approval by the Company's Board of Directors, Executive shall be eligible to receive additional Stock Awards on terms to be set forth by the Company at the time of any such grant. For purposes of this Agreement, "Stock Awards" shall mean any rights granted by the Company to Executive with respect to the common stock of the Company, including, without limitation, stock options, stock appreciation rights, restricted stock, stock bonuses and restricted stock units.

3.4 *Withholdings.* All compensation and benefits payable to Executive under this Agreement shall be subject to all federal, state, local taxes and other withholdings and similar taxes and payments required by applicable law.

ARTICLE 4

EXPENSE ALLOWANCES AND FRINGE BENEFITS

4.1 *Vacation.* Executive shall be entitled to participate in the Company's vacation plan pursuant to the terms of that plan.

4.2 *Benefits.* During Executive's employment hereunder, the Company shall also provide Executive with the health insurance benefits it generally provides to its other senior management employees. As Executive becomes eligible in accordance with criteria to be adopted by the Company, the Company shall provide Executive with the right to participate in and to receive benefit from life, accident, disability, medical, and savings plans and similar benefits made available generally to employees of the Company as such plans and benefits may be adopted by the Company. With respect to long-term disability insurance coverage, the Executive will pay all premiums for such coverage with after-tax dollars, and the Company will reimburse the Executive for the premium costs so paid by the Executive and make an additional tax gross-up payment to Executive in an amount that shall fully fund the payment by Executive of any income and employment taxes on such reimbursement payment and tax gross-up payment. The amount and extent of benefits to which Executive is entitled shall be governed by the specific benefit plan as it may be amended from time to time.

4.3 *Business Expense Reimbursement.* During the term of this Agreement, Executive shall be entitled to receive proper reimbursement for all reasonable out-of-pocket expenses incurred by him (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder. Executive agrees to furnish to the Company adequate records and other documentary evidence of such expense for which Executive seeks reimbursement. Such expenses shall be reimbursed and accounted for under the policies and procedures established by the Company, and such reimbursement shall be made promptly, but in no

event later than December 31 of the calendar year following the year in which such expenses were incurred by Executive.

ARTICLE 5

CONFIDENTIALITY

5.1 *Proprietary Information.* Executive represents and warrants that he has previously executed and delivered to the Company the Company's standard Proprietary Information and Inventions Agreement.

5.2 *Return of Property.* All documents, records, apparatus, equipment and other physical property which is furnished to or obtained by Executive in the course of his employment with the Company shall be and remain the sole property of the Company. Executive agrees that, upon the termination of his employment, he shall return all such property (whether or not it pertains to Proprietary Information as defined in the Proprietary Information and Inventions Agreement), and agrees not to make or retain copies, reproductions or summaries of any such property.

5.3 *No Use of Prior Confidential Information.* Executive will not intentionally disclose to the Company or use on its behalf any confidential information belonging to any of his former employers or any other third party.

ARTICLE 6

TERMINATION

6.1 *General.* As set forth in Section 1.2 herein, Executive shall be employed on an at-will basis by the Company. Notwithstanding the foregoing, Executive's employment and this Agreement may be terminated in one of six ways as set forth in this Article 6: (a) Executive's Death (Section 6.2); (b) Executive's Disability (Section 6.3); (c) Termination by the Company for Cause (Section 6.4); (d) Termination by the Company without Cause (Section 6.5); (e) Termination by Executive due to a Constructive Termination (Section 6.6); or (f) Voluntary Resignation (Section 6.7).

6.2 *By Death.* Executive's employment and this Agreement shall terminate automatically upon the death of Executive. In such event:

(a) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares that would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment. All Stock Awards held by Executive that are vested at the time of termination (including any accelerated Stock Awards) will be exercisable in accordance with their terms for a period of one year after the termination date.

(b) *Bonus.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's fiscal year in which Executive's death occurs multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in such fiscal year and the denominator of which is 12. Such amount shall be paid as soon as administratively practicable, but in no event later than March 15 following the year in which Executive's death occurred.

(c) *Accrued Compensation.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, any accrued Base Salary, any vested deferred compensation (other than pension plan or profit-sharing plan benefits that will be paid in accordance with the applicable plan), any benefits under any plans of the Company (other than pension and profit-sharing plans) in which Executive is a participant to the full extent of Executive's rights under such plans, any accrued vacation pay and any appropriate business expenses incurred by Executive in connection with his duties hereunder, all to the date of termination (collectively "Accrued Compensation").

(d) *No Severance Compensation.* The compensation and benefits set forth in Sections 6.2(a) through (c) herein shall be the only compensation and benefits provided by the Company in the event of Executive's death and no other severance compensation or benefits shall be provided.

6.3 *By Disability.* If Executive is prevented from performing his duties hereunder by reason of any physical or mental incapacity that results in Executive's satisfaction of all requirements necessary to receive benefits under the Company's long-term disability plan due to a total disability, then, to the extent permitted by law, the Company may terminate the employment of Executive and this Agreement at or after such time. In such event, and if Executive signs the General Release set forth as **Exhibit A** or such other form of release as the Company may require (the "Release") on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then:

(a) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(b) *Base Salary Continuation.* The Company shall continue to pay Executive's Base Salary, less required withholdings, for a period of 12 months (the "Disability Base Salary Payments"); provided that the Disability Base Salary Payments shall be reduced by any insurance or other payments to Executive under policies and plans sponsored by the Company, even if premiums are paid by Executive. Subject to the provisions of Section 6.11, the Disability Base Salary Payments shall be paid in accordance with the Company's standard payroll practices commencing with the first payroll period following the effectiveness of the Release.

(c) *Bonus.* The Company shall pay a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's then-current fiscal year multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in the current fiscal year and the denominator of which is 12. Such payment shall be made within ten (10) days following the Effective Date of the Release.

(d) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(e) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided*, *however*, that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(f) *Disability Plans.* Nothing in this Section 6.3 shall affect Executive's rights under any disability plan in which Executive is a participant.

6.4 *Termination by the Company for Cause.*

(a) *No Liability.* The Company may terminate Executive's employment and this Agreement for Cause (as defined below) without liability at any time. In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

(b) *Definition of "Cause."* For purposes of this Agreement, "Cause" shall mean one or more of the following:

(i) Executive's intentional commission of an act, or intentional failure to act, that materially injures the business of the Company; *provided, however,* that in no event shall any business judgment made in good faith by Executive and within Executive's defined scope of authority constitute a basis for termination for Cause under this Agreement;

(ii) Executive's intentional refusal or intentional failure to act in accordance with any lawful and proper direction or order of the Board of Directors, the Chief Executive Officer, or the individual to whom Executive reports.

(iii) Executive's material breach of Executive's fiduciary, statutory, contractual, or common law duties to the Company (including any material breach of this Agreement, the Proprietary Information and Inventions Agreement, or the Company's written policies);

(iv) Executive's indictment for or conviction of any felony or any crime involving dishonesty; or

(v) Executive's participation in any fraud or other act of willful misconduct against the Company;

provided, however, that in the event that any of the foregoing events is reasonably capable of being cured, the Company shall provide written notice to Executive describing the nature of such event and Executive shall thereafter have ten (10) business days to cure such event.

6.5 *Termination by the Company without Cause.*

(a) *The Company's Right.* The Company may terminate Executive's employment and this Agreement without Cause (as defined in Section 6.4(b) herein) at any time by giving thirty (30) days advance written notice to Executive.

(b) *Severance Benefits.* If the Company terminates Executive's employment without Cause, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *Cash Compensation Amount Payments.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.0 (the "Cash Compensation Amount"). Subject to the provisions of Section 6.11, the Cash Compensation Amount will be paid in equal installments on the Company's standard payroll dates over a period of 12 months commencing with the first payroll period following the effectiveness of the Release.

(iii) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(iv) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided, however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

6.6 *Termination by Executive due to a Constructive Termination.*

(a) *Executive's Right.* Executive may resign his employment and terminate this Agreement at any time as a result of a Constructive Termination (as defined in Section 6.6(c) herein).

(b) *Severance Benefits.* If Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then Executive shall receive all of the severance benefits set forth in Section 6.5(b) herein.

(c) *Definition of "Constructive Termination."* For purposes of this Agreement, "Constructive Termination" shall mean a resignation of employment and termination of this Agreement by Executive for one or more of the following reasons:

(i) A material reduction by the Company of Executive's annual Base Salary;

(ii) A relocation of Executive or the Company's principal executive offices if Executive's principal office is at such offices, to a location more than forty (40) miles from the location at which Executive is then performing his duties, except for an opportunity to relocate which is accepted by Executive in writing; or

(iii) A material breach by the Company of any provision of this Agreement or any other enforceable written agreement between Executive and the Company; *provided; however*, that Executive must first provide the Company with written notice specifying the condition giving rise to a Constructive Termination within ninety (90) days following the initial existence of such condition; and Executive's notice must specify that Executive intends to terminate his employment no earlier than thirty (30) days after providing such notice, and the Company must be given an opportunity to cure such condition within thirty (30) days following its receipt of such notice and avoid paying benefits.

6.7 *Voluntary Resignation.* Executive may resign his or her employment and terminate this Agreement at any time for any reason other than due to a Constructive Termination (as defined in Section 6.6(c) herein). In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

6.8 *Change In Control.*

(a) *Severance Benefits.* If (i) within six months after the consummation of a Change in Control (as defined in Section 6.8(b) herein), (1) the Company terminates Executive's employment and this Agreement without Cause pursuant to Section 6.5 herein or (2) Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination pursuant to Section 6.6 herein, and (ii) in either event (1) or (2), Executive signs the Release on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then Executive shall receive the following severance benefits in lieu of any severance benefits set forth in Section 6.5(b) or Section 6.6(b) herein:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *CIC Cash Compensation Amount Payment.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.5 (collectively, the "CIC Cash Compensation Amount"). The CIC Cash Compensation Amount will be paid in one lump sum within ten (10) days following the Effective Date of the Release.

(iii) *Cash Payment for Stock Awards.* Within ten (10) days following the Effective Date of the Release, the Company shall pay Executive a cash amount equal to the value, as of the date of the consummation of the Change in Control, of (1) all Stock Awards that are unvested at the time of termination of employment, and (2) all Stock Awards that are vested at the time of termination of employment and for which the shares subject to such Stock Awards have not yet been issued, including, without limitation, any unexercised stock options, unexercised stock appreciation rights, and unissued shares subject to a restricted stock unit award, provided, in either case, that such Stock Awards were held by Executive as of the date of consummation of the Change in

Control, and all rights of Executive in such Stock Awards and any unvested shares of stock that previously may have been issued thereunder shall be extinguished as a result of such payment, with the result that such Stock Awards shall automatically terminate unexercised and unvested shares of stock previously issued shall automatically be reacquired by the Company or its successor. For purposes of the foregoing cash payment, (1) stock options and stock appreciation rights shall be valued on the basis of the difference between the value of the subject stock for purposes of the transaction constituting the Change of Control and the exercise or base price of the award, and (2) restricted stock, restricted stock units or other full value awards and shares of stock acquired under Stock Awards shall be valued on the basis of the value of the subject stock for purposes of the transaction constituting the Change in Control.

(iv) ***Health Insurance Benefits.*** To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 18 months after the date of Executive's termination of employment; *provided*, *however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(b) ***Definition of "Change in Control."*** For purposes of this Agreement, a "Change in Control" shall have occurred if at any time during Executive's employment hereunder, any of the following events shall occur:

(i) The Company is merged, or consolidated. or reorganized into or with another corporation or other legal person, and as a result of such merger, consolidation or reorganization less than 50% of the combined voting power of the then-outstanding securities of such corporation or person immediately after such transaction are held in the aggregate by the holders of voting securities of the Company immediately prior to such transaction;

(ii) The Company sells all or substantially all of its assets or any other corporation or other legal person and thereafter, less than 50% of the combined voting power of the then-outstanding voting securities of the acquiring or consolidated entity are held in the aggregate by the holders of voting securities of the Company immediately prior to such sale;

(iii) There is a report filed after the date of this Agreement on Schedule 13 D or schedule 14 D-1 (or any successor schedule, form or report), each as promulgated pursuant to the Securities Exchange Act of l934 (the "Exchange Act") disclosing that any person (as the term "person" is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) has become the beneficial owner (as the term beneficial owner is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) representing 50% or more of the combined voting power of the then-outstanding voting securities of the Company;

(iv) The Company shall file a report or proxy statement with the Securities and Exchange Commission pursuant to the Exchange Act disclosing in response to item 1 of Form 8-X thereunder or Item 5(f) of Schedule 14 A thereunder (or any successor schedule, form or report or item therein) that the change in control of the Company has or may have occurred or will or may occur in the future pursuant to any then-existing contract or transaction; or

(v) During any period of two (2) consecutive years, individuals who at the beginning of any such period constitute the directors of the Company cease for any reason to constitute at least a majority thereof unless the election to the nomination for election by the Company's shareholders of each director of the Company first elected during such period was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of such period.

(c) *Parachute Payments.*

(i) If any payment or benefit (including payments or benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control or otherwise (a "Payment") (1) would constitute a "parachute payment" within the meaning of Section 280G of the Code, and (2) but for this sentence, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amount of the Payment is paid to Executive, whether the total payments exceed 2.99 times Executive's "base amount" within the meaning of Section 280G of the Code (the "Base Amount") by 15% or less, in which case such Payment shall be reduced to an amount that results in no portion of the Payment being subject to the Excise Tax (the "Reduced Payment").

(ii) If a Reduced Payment is made, (x) the Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and Executive shall have no rights to any additional payments and/or benefits constituting the Payment, and (y) reduction in payments and/or benefits shall occur in the following order unless Executive elects in writing a different order (*provided, however,* that such election shall be subject to Company approval if made on or after the date on which the event that triggers the Payment occurs): (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits paid to Executive. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting shall be canceled in the reverse order of the date of grant unless Executive elects in writing a different order for cancellation.

(iii) If it is determined that the Payment exceeds 2.99 times Executive's Base Amount by more than 15%, the Company shall pay the full amount of the Payment and Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") from the Company in an amount that after the payment of all taxes (including, without limitation, (1) any income or employment taxes, (2) any interest or penalties imposed with respect to such taxes, and (3) any additional Excise Tax on the Gross-Up Payment, Executive shall retain an amount equal to the full Excise Tax. The Gross-Up Payment shall be paid as soon as practicable following the date the Payment is made, but in no event later than the end of the Executive's taxable year following the taxable year in which Executive has remitted (by withholding or otherwise) the Excise Tax.

(iv) For purposes of determining the amount of the Gross-Up Payment, Executive shall be deemed to have: (x) paid federal income taxes at the highest marginal rate of federal income and employment taxation for the calendar year in which the Gross-Up Payment is to be made, and (y) paid applicable state and local income taxes at the highest rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(v) Except as otherwise provided herein, Executive shall not be entitled to any additional payments or other indemnity arrangements in connection with the Payment or the Gross-Up Payment.

6.9 *Mitigation.* Except as otherwise specifically provided herein, Executive shall not be required to mitigate the amount of any payment provided under this Agreement by seeking other employment or self-employment, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by Executive as a result of employment by another employer or through self-employment or by retirement benefits after the date of Executive's termination of employment from the Company, except as provided herein.

6.10 *Coordination.* If upon termination of employment, Executive becomes entitled to rights under other plans, contracts or arrangements entered into by the Company, this Agreement shall be coordinated with such other arrangements so that Executive's rights under this Agreement are not reduced, and that any payments under this Agreement offset the same types of payments otherwise provided under such other arrangements, but do not otherwise reduce any payments or benefits under such other arrangements to which Executive becomes entitled.

6.11 *Application of Section 409A.* If Executive is a "specified employee" within the meaning of 409A(a)(2)(B)(i) of the Code, any installment payments of Disability Base Salary Payments pursuant to Section 6.3(b) or Cash Compensation Amounts pursuant to Section 6.5(b) or 6.6(b) that are triggered by a separation from service shall be accelerated to the minimum extent necessary so that (a) the lesser of (y) the total cash severance payment amount, or (z) six (6) months of such installment payments are paid no later than March 15 of the calendar year following such termination, and (b) all amounts paid pursuant to the foregoing clause (a) will

constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus will be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations. It is intended that if Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time of such separation from service the foregoing provision shall result in compliance with the requirements of Section 409A(a)(2)(B)(i) of the Code since payments to Executive will either be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations or will not be paid until at least 6 months after separation from service.

ARTICLE 7

GENERAL PROVISIONS

7.1 *Governing Law.* The validity, interpretation, construction and performance of this Agreement and the rights of the parties thereunder shall be interpreted and enforced under California law without reference to principles of conflicts of laws. The parties expressly agree that inasmuch as the Company's headquarters and principal place of business are located in California, it is appropriate that California law govern this Agreement.

7.2 *Assignment; Successors Binding Agreement.*

(a) *No Assignment.* Executive may not assign, pledge or encumber his interest in this Agreement or any part thereof.

(b) *Assumption by Successor.* The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by operation of law or by agreement in form and substance reasonably satisfactory to Executive, to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(c) This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributee, devisees and legatees. If Executive should die while any amount is at such time payable to Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legates or other designee or, if there be no such designee, to his estate.

7.3 *Notice.* For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

To the Company:

Neurocrine Biosciences, Inc.
12790 El Camino Real
San Diego, CA 92130
Attn.: President & Chief Executive Officer

To Executive:

Dimitri Grigoriadis, Ph.D.

7.4 *Modification; Waiver; Entire Agreement.* This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between Executive and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations, including, without limitation, the Original Employment Agreement which shall have no further force or effect. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Executive and such officer as may be specifically designated by the Board of the Company. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this

Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

7.5 *Validity.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

7.6 *Controlling Document.* Except to the extent described in Section 6.l0, in case of conflict between any of the terms and condition of this Agreement and the document herein referred to, the terms and conditions of this Agreement shall control.

7.7 *Executive Acknowledgment.* Executive acknowledges (a) that he has consulted with or has had the opportunity to consult with independent counsel of his own choice concerning this Agreement, and has been advised to do so by the Company, and (b) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

7.8 *Dispute Resolution.* To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's employment, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the enforcement, breach, performance, execution, or interpretation of this Agreement, Executive's employment, or the termination of that employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Diego, California conducted before a single arbitrator by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or its successor, under the then applicable JAMS rules. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. The Company shall pay all of JAMS' arbitration fees. Nothing in this letter agreement shall prevent either Executive or the Company from obtaining injunctive relief in court if necessary to prevent irreparable harm pending the conclusion of any arbitration. The parties agree that the arbitrator shall award reasonable attorneys fees, costs, and all other related expenses to the prevailing party in any action brought hereunder, and the arbitrator shall have discretion to determine the prevailing party in an arbitration where multiple claims may be at issue.

7.9 *Remedies.*

(a) *Injunctive Relief.* The parties agree that the services to be rendered by Executive hereunder are of a unique nature and that in the event of any breach or threatened breach of any of the covenants contained herein, the damage or imminent damage to the value and the goodwill of the Company's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the parties agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any such provisions by Executive, in addition to any other relief (including damage) available to the Company under this Agreement or under law.

(b) *Exclusive.* Both parties agree that the remedy specified in Section 7.9(a) above is not exclusive of any other remedy for the breach by Executive of the terms hereof.

7.10 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

Executed by the parties as follows:

EXECUTIVE	**NEUROCRINE BIOSCIENCES, INC**
By: /s/ Dimitri Grigoriadis	By: /s/ Richard Ranieri
Date: August 23, 2007	Date: August 1, 2007

EXHIBIT A
GENERAL RELEASE

Pursuant to the terms of the Employment Agreement between Neurocrine Biosciences, Inc. (the "Company") and Dimitri Grigoriadis, Ph.D. ("Executive") dated August 1, 2007 (the "Agreement"), the parties hereby enter into the following General Release (the "Release"):

1. *Accrued Salary and Vacation.* Executive understands that, on the last date of Executive's employment with the Company, the Company will pay Executive any accrued salary and accrued and unused vacation to which Executive is entitled by law, regardless of whether Executive signs this Release.

2. *General Release.* Executive hereby generally and completely releases the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively the "Released Parties") of and from any and all claims, liabilities and obligations, both known and unknown, arising out of or in any way related to events, acts, conduct, or omissions occurring at any time prior to or at the time that Executive signs this Release.

3. *Scope of Release.* This general release includes, but is not limited to: (1) all claims arising out of or in any way related to Executive's employment with the Company or the termination of that employment; (2) all claims related to Executive's compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership or equity interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing (including claims based on or arising under the Agreement); (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act (as amended) ("ADEA"), the federal Family and Medical Leave Act, the California Labor Code (as amended), the California Family Rights Act, and the California Fair Employment and Housing Act (as amended).

4. *ADEA Waiver.* Executive acknowledges that Executive is knowingly and voluntarily waiving and releasing any rights Executive may have under the ADEA, and that the consideration given for the waiver and release in the preceding paragraph is in addition to anything of value to which Executive is already entitled. Executive further acknowledges that Executive has been advised by this writing that: (1) Executive's waiver and release do not apply to any rights or claims that may arise after the date Executive signs this Release; (2) Executive should consult with an attorney prior to signing this Release (although Executive may choose voluntarily not to do so); (3) Executive has twenty-one (21) days to consider this Release (although Executive may choose voluntarily to sign it earlier); (4) Executive has seven (7) days following the date Executive signs this Release to revoke it by providing written notice of revocation to the Company's Chief Executive Officer; and (5) this Release will not be effective until the date upon which the revocation period has expired, which will be the eighth calendar day after the date Executive signs it provided that Executive does not revoke it (the "Effective Date").

5. *Section 1542 Waiver.* EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. Executive acknowledges that Executive has read and understands Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Executive hereby expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to Executive's respective release of claims herein, including but not limited to Executive's release of unknown and unsuspected claims.

6. *Excluded Claims.* Executive understands that notwithstanding the foregoing, the following are not included in the Released Claims (the "Excluded Claims"): (i) any rights or claims for indemnification

Executive may have pursuant to any written indemnification agreement to which he is a party, the charter, bylaws, or operating agreements of any of the Released Parties, or under applicable law; or (ii) any rights which are not waivable as a matter of law. In addition, Executive understands that nothing in this release prevents Executive from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or the California Department of Fair Employment and Housing, except that Executive acknowledges and agrees that Executive shall not recover any monetary benefits in connection with any such claim, charge or proceeding with regard to any claim released herein. Executive hereby represents and warrants that, other than the Excluded Claims, Executive is not aware of any claims he has or might have against any of the Released Parties that are not included in the Released Claims.

7. *Executive Representations.* Executive hereby represents that Executive has been paid all compensation owed and for all hours worked; Executive has received all the leave and leave benefits and protections for which Executive is eligible, pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and Executive has not suffered any on-the-job injury for which Executive has not already filed a workers' compensation claim.

8. *Nondisparagement.* Executive agrees not to disparage the Company, its parent, or its or their officers, directors, employees, shareholders, affiliates and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation (although Executive may respond accurately and fully to any question, inquiry or request for information as required by legal process).

9. *Cooperation.* Executive agrees not to voluntarily (except in response to legal compulsion) assist any third party in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the other party, or against the Company's parent or subsidiary entities, affiliates, officers, directors, employees or agents. Executive further agrees to reasonably cooperate with the other party, by voluntarily (without legal compulsion) providing accurate and complete information, in connection with such other party's actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters, arising from events, acts, or failures to act that occurred during the period of Executive's employment by the Company.

10. *No Admission of Liability.* The parties agree that this Release, and performance of the acts required by it, does not constitute an admission of liability, culpability, negligence or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence or wrongdoing by any party and/or by any party's current, former or future parents, subsidiaries, related entities, predecessors, successors, officers, directors, shareholders, agents, employees and assigns. The parties specifically acknowledge and agree that this Release is a compromise of disputed claims and that the Company denies any liability for any matter released herein.

NEUROCRINE BIOSCIENCES, INC.:

By: .

Date: .

EXECUTIVE:

By: .

Date: .

Exhibit 10.37

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT, effective as of the last date signed by the parties hereto (the "Effective Date"), supersedes and replaces the Employment Agreement dated October 27, 2003 by and between **Neurocrine Biosciences, Inc.**, 12790 El Camino Real, San Diego, California 92130 (hereinafter the "Company"), and **Haig Bozigian, Ph.D.,** (hereinafter "Executive") (the "Original Employment Agreement"). Once this Agreement is effective, the Original Employment Agreement shall have no further force or effect.

R E C I T A L S

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive is to be employed by the Company on and after the Effective Date hereof;

NOW, THEREFORE, the Company and Executive, in consideration of the mutual promises set forth herein, agree as follows:

ARTICLE 1

NATURE OF EMPLOYMENT

1.1 *Commencement Date.* Executive's full-time employment with the Company under this Agreement shall be deemed to have commenced as of August 1, 2007 ("Commencement Date") and this Agreement shall continue from the Effective Date until it is terminated by either the Company or Executive pursuant to the terms set forth in Article 6.

1.2 *At-Will Employment.* Executive shall be employed at-will by the Company and therefore either Executive or the Company may terminate the employment relationship and this Agreement at any time, with or without Cause (as defined herein) and with or without advance notice, subject to the provisions of Article 6.

ARTICLE 2

EMPLOYMENT DUTIES

2.1 *Title/Responsibilities.* Executive hereby accepts employment with the Company pursuant to the terms and conditions hereof. Executive agrees to serve the Company in the position of Senior Vice President, Pharmaceutical and Preclinical Development. Executive shall have the powers and duties commensurate with such position, including but not limited to hiring personnel necessary to carry out the responsibilities for such position as set forth in the annual business plan approved by the Board of Directors.

2.2 *Full Time Attention.* Executive shall devote his best efforts and his full business time and attention to the performance of the services customarily incident to such office and to such other services as the President and Chief Executive Officer or Board may reasonably request.

2.3 *Other Activities.* Except upon the prior written consent of the President & Chief Executive Officer, Executive shall not during the period of employment engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that is or may be competitive with, or that might place him in a competing position to that of the Company or any other corporation or entity that directly or indirectly controls, is controlled by, or is under common control with the Company (an "Affiliated Company"), provided that Executive may own less than two percent (2%) of the outstanding securities of any such publicly traded competing corporation.

ARTICLE 3

COMPENSATION

3.1 *Base Salary.* Executive shall receive a Base Salary at an annual rate of two hundred sixty thousand and one dollar ($260,001.00), payable semi-monthly in equal installments in accordance with the Company's normal payroll practices. The Chief Executive Officer shall provide Executive with annual performance reviews, and, thereafter, Executive shall be entitled to such increase in Base Salary as the Chief Executive Officer and Board of Directors may from time to time establish in their sole discretion.

3.2 *Incentive Bonus.* In addition to any other bonus the Executive shall be awarded by the Company, Executive shall be eligible to receive an annual incentive bonus based upon the achievement in meeting annual personal goals established by his immediate supervisor and achievement by the Company of annual corporate goals established by the Board of Directors. Executives target annual incentive bonus will be set forth in the Company's annual bonus plan (the "Target Annual Bonus"). Except as provided in Article 6 herein, no pro-rata bonus will be considered earned if the Executive leaves the Company for any reason prior to the foregoing determination dates. Any annual incentive bonus that is earned shall be paid no later than the fifteenth day of the third month following the end of the Company's fiscal year for which such bonus was earned.

3.3 *Equity.* Except as provided in Article 6 in the case of certain terminations of employment, this Agreement shall not affect any Stock Awards (as such term is defined below) previously granted by the Company to Executive. Subject to approval by the Company's Board of Directors, Executive shall be eligible to receive additional Stock Awards on terms to be set forth by the Company at the time of any such grant. For purposes of this Agreement, "Stock Awards" shall mean any rights granted by the Company to Executive with respect to the common stock of the Company, including, without limitation, stock options, stock appreciation rights, restricted stock, stock bonuses and restricted stock units.

3.4 *Withholdings.* All compensation and benefits payable to Executive under this Agreement shall be subject to all federal, state, local taxes and other withholdings and similar taxes and payments required by applicable law.

ARTICLE 4

EXPENSE ALLOWANCES AND FRINGE BENEFITS

4.1 *Vacation.* Executive shall be entitled to participate in the Company's vacation plan pursuant to the terms of that plan.

4.2 *Benefits.* During Executive's employment hereunder, the Company shall also provide Executive with the health insurance benefits it generally provides to its other senior management employees. As Executive becomes eligible in accordance with criteria to be adopted by the Company, the Company shall provide Executive with the right to participate in and to receive benefit from life, accident, disability, medical, and savings plans and similar benefits made available generally to employees of the Company as such plans and benefits may be adopted by the Company. With respect to long-term disability insurance coverage, the Executive will pay all premiums for such coverage with after-tax dollars, and the Company will reimburse the Executive for the premium costs so paid by the Executive and make an additional tax gross-up payment to Executive in an amount that shall fully fund the payment by Executive of any income and employment taxes on such reimbursement payment and tax gross-up payment. The amount and extent of benefits to which Executive is entitled shall be governed by the specific benefit plan as it may be amended from time to time.

4.3 *Business Expense Reimbursement.* During the term of this Agreement, Executive shall be entitled to receive proper reimbursement for all reasonable out-of-pocket expenses incurred by him (in accordance with the policies and procedures established by the Company for its senior executive officers) in performing services hereunder. Executive agrees to furnish to the Company adequate records and other documentary evidence of such expense for which Executive seeks reimbursement. Such expenses shall be reimbursed and accounted for under the policies and procedures established by the Company, and such reimbursement shall be made promptly, but in no event later than December 31 of the calendar year following the year in which such expenses were incurred by Executive.

ARTICLE 5

CONFIDENTIALITY

5.1 *Proprietary Information.* Executive represents and warrants that he has previously executed and delivered to the Company the Company's standard Proprietary Information and Inventions Agreement.

5.2 *Return of Property.* All documents, records, apparatus, equipment and other physical property which is furnished to or obtained by Executive in the course of his employment with the Company shall be and remain the sole property of the Company. Executive agrees that, upon the termination of his employment, he shall return all such property (whether or not it pertains to Proprietary Information as defined in the Proprietary Information and Inventions Agreement), and agrees not to make or retain copies, reproductions or summaries of any such property.

5.3 *No Use of Prior Confidential Information.* Executive will not intentionally disclose to the Company or use on its behalf any confidential information belonging to any of his former employers or any other third party.

ARTICLE 6

TERMINATION

6.1 *General.* As set forth in Section 1.2 herein, Executive shall be employed on an at-will basis by the Company. Notwithstanding the foregoing, Executive's employment and this Agreement may be terminated in one of six ways as set forth in this Article 6: (a) Executive's Death (Section 6.2); (b) Executive's Disability (Section 6.3); (c) Termination by the Company for Cause (Section 6.4); (d) Termination by the Company without Cause (Section 6.5); (e) Termination by Executive due to a Constructive Termination (Section 6.6); or (f) Voluntary Resignation (Section 6.7).

6.2 *By Death.* Executive's employment and this Agreement shall terminate automatically upon the death of Executive. In such event:

(a) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares that would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment. All Stock Awards held by Executive that are vested at the time of termination (including any accelerated Stock Awards) will be exercisable in accordance with their terms for a period of one year after the termination date.

(b) *Bonus.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's fiscal year in which Executive's death occurs multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in such fiscal year and the denominator of which is 12. Such amount shall be paid as soon as administratively practicable, but in no event later than March 15 following the year in which Executive's death occurred.

(c) *Accrued Compensation.* The Company shall pay to Executive's beneficiaries or his estate, as the case may be, any accrued Base Salary, any vested deferred compensation (other than pension plan or profit-sharing plan benefits that will be paid in accordance with the applicable plan), any benefits under any plans of the Company (other than pension and profit-sharing plans) in which Executive is a participant to the full extent of Executive's rights under such plans, any accrued vacation pay and any appropriate business expenses incurred by Executive in connection with his duties hereunder, all to the date of termination (collectively "Accrued Compensation").

(d) *No Severance Compensation.* The compensation and benefits set forth in Sections 6.2(a) through (c) herein shall be the only compensation and benefits provided by the Company in the event of Executive's death and no other severance compensation or benefits shall be provided.

6.3 *By Disability.* If Executive is prevented from performing his duties hereunder by reason of any physical or mental incapacity that results in Executive's satisfaction of all requirements necessary to receive benefits under

the Company's long-term disability plan due to a total disability, then, to the extent permitted by law, the Company may terminate the employment of Executive and this Agreement at or after such time. In such event, and if Executive signs the General Release set forth as **Exhibit A** or such other form of release as the Company may require (the "Release") on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then:

(a) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(b) *Base Salary Continuation.* The Company shall continue to pay Executive's Base Salary, less required withholdings, for a period of 12 months (the "Disability Base Salary Payments"); provided that the Disability Base Salary Payments shall be reduced by any insurance or other payments to Executive under policies and plans sponsored by the Company, even if premiums are paid by Executive. Subject to the provisions of Section 6.11, the Disability Base Salary Payments shall be paid in accordance with the Company's standard payroll practices commencing with the first payroll period following the effectiveness of the Release.

(c) *Bonus.* The Company shall pay a lump sum amount equal to Executive's Target Annual Bonus (as defined in Section 3.2) for the Company's then-current fiscal year multiplied by a fraction, the numerator of which is the number of full months of employment by Executive in the current fiscal year and the denominator of which is 12. Such payment shall be made within ten (10) days following the Effective Date of the Release.

(d) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(e) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided, however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(f) *Disability Plans.* Nothing in this Section 6.3 shall affect Executive's rights under any disability plan in which Executive is a participant.

6.4 *Termination by the Company for Cause.*

(a) *No Liability.* The Company may terminate Executive's employment and this Agreement for Cause (as defined below) without liability at any time. In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

(b) *Definition of "Cause."* For purposes of this Agreement, "Cause" shall mean one or more of the following:

(i) Executive's intentional commission of an act, or intentional failure to act, that materially injures the business of the Company; *provided, however,* that in no event shall any business judgment made in good faith by Executive and within Executive's defined scope of authority constitute a basis for termination for Cause under this Agreement;

(ii) Executive's intentional refusal or intentional failure to act in accordance with any lawful and proper direction or order of the Board of Directors, the Chief Executive Officer, or the individual to whom Executive reports.

(iii) Executive's material breach of Executive's fiduciary, statutory, contractual, or common law duties to the Company (including any material breach of this Agreement, the Proprietary Information and Inventions Agreement, or the Company's written policies);

(iv) Executive's indictment for or conviction of any felony or any crime involving dishonesty; or

(v) Executive's participation in any fraud or other act of willful misconduct against the Company;

provided, *however*, that in the event that any of the foregoing events is reasonably capable of being cured, the Company shall provide written notice to Executive describing the nature of such event and Executive shall thereafter have ten (10) business days to cure such event.

6.5 *Termination by the Company without Cause.*

(a) *The Company's Right.* The Company may terminate Executive's employment and this Agreement without Cause (as defined in Section 6.4(b) herein) at any time by giving thirty (30) days advance written notice to Executive.

(b) *Severance Benefits.* If the Company terminates Executive's employment without Cause, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *Cash Compensation Amount Payments.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.0 (the "Cash Compensation Amount"). Subject to the provisions of Section 6.11, the Cash Compensation Amount will be paid in equal installments on the Company's standard payroll dates over a period of 12 months commencing with the first payroll period following the effectiveness of the Release.

(iii) *Stock Awards.* The vesting of all outstanding Stock Awards held by Executive shall be accelerated so that the amount of shares vested under such Stock Awards shall equal that number of shares which would have been vested if Executive had continued to render services to the Company for 12 continuous months after the date of Executive's termination of employment.

(iv) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 12 months after the date of Executive's termination of employment; *provided*, *however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

6.6 *Termination by Executive due to a Constructive Termination.*

(a) *Executive's Right.* Executive may resign his employment and terminate this Agreement at any time as a result of a Constructive Termination (as defined in Section 6.6(c) herein).

(b) *Severance Benefits.* If Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination, and if Executive signs the Release on or within the time period set forth therein (but in no event later than forty-five (45) days after the termination date) and allows such Release to become effective, then Executive shall receive all of the severance benefits set forth in Section 6.5(b) herein.

(c) *Definition of "Constructive Termination."* For purposes of this Agreement, "Constructive Termination" shall mean a resignation of employment and termination of this Agreement by Executive for one or more of the following reasons:

(i) A material reduction by the Company of Executive's annual Base Salary;

(ii) A relocation of Executive or the Company's principal executive offices if Executive's principal office is at such offices, to a location more than forty (40) miles from the location at which Executive is then performing his duties, except for an opportunity to relocate which is accepted by Executive in writing; or

(iii) A material breach by the Company of any provision of this Agreement or any other enforceable written agreement between Executive and the Company; *provided; however*, that Executive must first provide the Company with written notice specifying the condition giving rise to a Constructive Termination within ninety (90) days following the initial existence of such condition; and Executive's notice must specify that Executive intends to terminate his employment no earlier than thirty (30) days after providing such notice, and the Company must be given an opportunity to cure such condition within thirty (30) days following its receipt of such notice and avoid paying benefits.

6.7 *Voluntary Resignation.* Executive may resign his or her employment and terminate this Agreement at any time for any reason other than due to a Constructive Termination (as defined in Section 6.6(c) herein). In such event, the Company shall pay Executive all Accrued Compensation (as defined in Section 6.2(c) herein), but no other compensation or reimbursement of any kind, including without limitation, any severance compensation or benefits shall be paid, and thereafter the Company's obligations hereunder shall terminate.

6.8 *Change In Control.*

(a) *Severance Benefits.* If (i) within six months after the consummation of a Change in Control (as defined in Section 6.8(b) herein), (1) the Company terminates Executive's employment and this Agreement without Cause pursuant to Section 6.5 herein or (2) Executive resigns his employment and terminates this Agreement as a result of a Constructive Termination pursuant to Section 6.6 herein, and (ii) in either event (1) or (2), Executive signs the Release on or within the time period set forth therein, but in no event later than forty-five (45) days after the termination date and allows such Release to become effective, then Executive shall receive the following severance benefits in lieu of any severance benefits set forth in Section 6.5(b) or Section 6.6(b) herein:

(i) *Accrued Compensation.* The Company shall pay to Executive all Accrued Compensation (as defined in Section 6.2(c) herein).

(ii) *CIC Cash Compensation Amount Payment.* The Company shall pay Executive an amount calculated as follows: [Executive's annual Base Salary + Executive's Target Annual Bonus (as defined in Section 3.2 herein)] multiplied by 1.5 (collectively, the "CIC Cash Compensation Amount"). The CIC Cash Compensation Amount will be paid in one lump sum within ten (10) days following the Effective Date of the Release.

(iii) *Cash Payment for Stock Awards.* Within ten (10) days following the Effective Date of the Release, the Company shall pay Executive a cash amount equal to the value, as of the date of the consummation of the Change in Control, of (1) all Stock Awards that are unvested at the time of termination of employment, and (2) all Stock Awards that are vested at the time of termination of employment and for which the shares subject to such Stock Awards have not yet been issued, including, without limitation, any unexercised stock options, unexercised stock appreciation rights, and unissued shares subject to a restricted stock unit award, provided, in either case, that such Stock Awards were held by Executive as of the date of consummation of the Change in Control, and all rights of Executive in such Stock Awards and any unvested shares of stock that previously may have been issued thereunder shall be extinguished as a result of such payment, with the result that such Stock Awards shall automatically terminate unexercised and unvested shares of stock previously issued shall automatically be reacquired by the Company or its successor. For purposes of the foregoing cash payment, (1) stock options and stock appreciation rights shall be valued on the basis of the difference between the value of the subject stock for purposes of the transaction constituting the Change of Control and the exercise or base price of the award, and (2) restricted stock, restricted stock units or other full value awards and shares of stock

acquired under Stock Awards shall be valued on the basis of the value of the subject stock for purposes of the transaction constituting the Change in Control.

(iv) *Health Insurance Benefits.* To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current group health insurance policies, Executive will be eligible to continue Executive's group health insurance benefits at Executive's own expense. If Executive timely elects continued coverage under COBRA, the Company shall pay Executive's COBRA premiums, and any applicable Company COBRA premiums, necessary to continue Executive's then-current coverage for a period of 18 months after the date of Executive's termination of employment; *provided, however,* that any such payments will cease if Executive voluntarily enrolls in a health insurance plan offered by another employer or entity during the period in which the Company is paying such premiums. Executive agrees to immediately notify the Company in writing of any such enrollment.

(b) *Definition of "Change in Control."* For purposes of this Agreement, a "Change in Control" shall have occurred if at any time during Executive's employment hereunder, any of the following events shall occur:

(i) The Company is merged, or consolidated. or reorganized into or with another corporation or other legal person, and as a result of such merger, consolidation or reorganization less than 50% of the combined voting power of the then-outstanding securities of such corporation or person immediately after such transaction are held in the aggregate by the holders of voting securities of the Company immediately prior to such transaction;

(ii) The Company sells all or substantially all of its assets or any other corporation or other legal person and thereafter, less than 50% of the combined voting power of the then-outstanding voting securities of the acquiring or consolidated entity are held in the aggregate by the holders of voting securities of the Company immediately prior to such sale;

(iii) There is a report filed after the date of this Agreement on Schedule 13 D or schedule 14 D-1 (or any successor schedule, form or report), each as promulgated pursuant to the Securities Exchange Act of l934 (the "Exchange Act") disclosing that any person (as the term "person" is used in Section 13(d)(3) or Section 14(d)(2) of the Exchange Act) has become the beneficial owner (as the term beneficial owner is defined under Rule 13d-3 or any successor rule or regulation promulgated under the Exchange Act) representing 50% or more of the combined voting power of the then-outstanding voting securities of the Company;

(iv) The Company shall file a report or proxy statement with the Securities and Exchange Commission pursuant to the Exchange Act disclosing in response to item 1 of Form 8-X thereunder or Item 5(f) of Schedule 14 A thereunder (or any successor schedule, form or report or item therein) that the change in control of the Company has or may have occurred or will or may occur in the future pursuant to any then-existing contract or transaction; or

(v) During any period of two (2) consecutive years, individuals who at the beginning of any such period constitute the directors of the Company cease for any reason to constitute at least a majority thereof unless the election to the nomination for election by the Company's shareholders of each director of the Company first elected during such period was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of such period.

(c) *Parachute Payments.*

(i) If any payment or benefit (including payments or benefits pursuant to this Agreement) that Executive would receive in connection with a Change in Control or otherwise (a "Payment") (1) would constitute a "parachute payment" within the meaning of Section 280G of the Code, and (2) but for this sentence, would be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the Company shall cause to be determined, before any amount of the Payment is paid to Executive, whether the total payments exceed 2.99 times Executive's "base amount" within the meaning of Section 280G of the Code (the "Base Amount") by 15% or less, in which case such Payment shall be reduced to an amount that results in no portion of the Payment being subject to the Excise Tax (the "Reduced Payment").

(ii) If a Reduced Payment is made, (x) the Payment shall be paid only to the extent permitted under the Reduced Payment alternative, and Executive shall have no rights to any additional payments and/or benefits constituting the Payment, and (y) reduction in payments and/or benefits shall occur in the following order unless Executive elects in writing a different order (*provided, however,* that such election shall be subject to Company approval if made on or after the date on which the event that triggers the Payment occurs): (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits paid to Executive. In the event that acceleration of compensation from Executive's equity awards is to be reduced, such acceleration of vesting shall be canceled in the reverse order of the date of grant unless Executive elects in writing a different order for cancellation.

(iii) If it is determined that the Payment exceeds 2.99 times Executive's Base Amount by more than 15%, the Company shall pay the full amount of the Payment and Executive shall be entitled to receive an additional payment (a "Gross-Up Payment") from the Company in an amount that after the payment of all taxes (including, without limitation, (1) any income or employment taxes, (2) any interest or penalties imposed with respect to such taxes, and (3) any additional Excise Tax on the Gross-Up Payment, Executive shall retain an amount equal to the full Excise Tax. The Gross-Up Payment shall be paid as soon as practicable following the date the Payment is made, but in no event later than the end of the Executive's taxable year following the taxable year in which Executive has remitted (by withholding or otherwise) the Excise Tax.

(iv) For purposes of determining the amount of the Gross-Up Payment, Executive shall be deemed to have: (x) paid federal income taxes at the highest marginal rate of federal income and employment taxation for the calendar year in which the Gross-Up Payment is to be made, and (y) paid applicable state and local income taxes at the highest rate of taxation for the calendar year in which the Gross-Up Payment is to be made, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes.

(v) Except as otherwise provided herein, Executive shall not be entitled to any additional payments or other indemnity arrangements in connection with the Payment or the Gross-Up Payment.

6.9 *Mitigation.* Except as otherwise specifically provided herein, Executive shall not be required to mitigate the amount of any payment provided under this Agreement by seeking other employment or self-employment, nor shall the amount of any payment provided for under this Agreement be reduced by any compensation earned by Executive as a result of employment by another employer or through self-employment or by retirement benefits after the date of Executive's termination of employment from the Company, except as provided herein.

6.10 *Coordination.* If upon termination of employment, Executive becomes entitled to rights under other plans, contracts or arrangements entered into by the Company, this Agreement shall be coordinated with such other arrangements so that Executive's rights under this Agreement are not reduced, and that any payments under this Agreement offset the same types of payments otherwise provided under such other arrangements, but do not otherwise reduce any payments or benefits under such other arrangements to which Executive becomes entitled.

6.11 *Application of Section 409A.* If Executive is a "specified employee" within the meaning of 409A(a)(2)(B)(i) of the Code, any installment payments of Disability Base Salary Payments pursuant to Section 6.3(b) or Cash Compensation Amounts pursuant to Section 6.5(b) or 6.6(b) that are triggered by a separation from service shall be accelerated to the minimum extent necessary so that (a) the lesser of (y) the total cash severance payment amount, or (z) six (6) months of such installment payments are paid no later than March 15 of the calendar year following such termination, and (b) all amounts paid pursuant to the foregoing clause (a) will constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations and thus will be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations. It is intended that if Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code at the time of such separation from service the foregoing provision shall result in compliance with the requirements of Section 409A(a)(2)(B)(i) of the Code since payments to Executive will either be payable pursuant to the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations or will not be paid until at least 6 months after separation from service.

ARTICLE 7

GENERAL PROVISIONS

7.1 *Governing Law.* The validity, interpretation, construction and performance of this Agreement and the rights of the parties thereunder shall be interpreted and enforced under California law without reference to principles of conflicts of laws. The parties expressly agree that inasmuch as the Company's headquarters and principal place of business are located in California, it is appropriate that California law govern this Agreement.

7.2 *Assignment; Successors Binding Agreement.*

(a) *No Assignment.* Executive may not assign, pledge or encumber his interest in this Agreement or any part thereof.

(b) *Assumption by Successor.* The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by operation of law or by agreement in form and substance reasonably satisfactory to Executive, to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

(c) This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributee, devisees and legatees. If Executive should die while any amount is at such time payable to Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive's devisee, legates or other designee or, if there be no such designee, to his estate.

7.3 *Notice.* For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

To the Company:

Neurocrine Biosciences, Inc.
12790 El Camino Real
San Diego, CA 92130
Attn.: President & Chief Executive Officer

To Executive:

Haig Bozigian, Ph.D.

7.4 *Modification; Waiver; Entire Agreement.* This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between Executive and the Company with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations, including, without limitation, the Original Employment Agreement which shall have no further force or effect. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Executive and such officer as may be specifically designated by the Board of the Company. No waiver by either party hereto at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

7.5 *Validity.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

7.6 *Controlling Document.* Except to the extent described in Section 6.l0, in case of conflict between any of the terms and condition of this Agreement and the document herein referred to, the terms and conditions of this Agreement shall control.

7.7 *Executive Acknowledgment.* Executive acknowledges (a) that he has consulted with or has had the opportunity to consult with independent counsel of his own choice concerning this Agreement, and has been advised to do so by the Company, and (b) that he has read and understands the Agreement, is fully aware of its legal effect, and has entered into it freely based on his own judgment.

7.8 *Dispute Resolution.* To ensure the rapid and economical resolution of disputes that may arise in connection with Executive's employment, Executive and the Company agree that any and all disputes, claims, or causes of action, in law or equity, arising from or relating to the enforcement, breach, performance, execution, or interpretation of this Agreement, Executive's employment, or the termination of that employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in San Diego, California conducted before a single arbitrator by Judicial Arbitration and Mediation Services, Inc. ("JAMS") or its successor, under the then applicable JAMS rules. By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or by administrative proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision including the arbitrator's essential findings and conclusions and a statement of the award. The Company shall pay all of JAMS' arbitration fees. Nothing in this letter agreement shall prevent either Executive or the Company from obtaining injunctive relief in court if necessary to prevent irreparable harm pending the conclusion of any arbitration. The parties agree that the arbitrator shall award reasonable attorneys fees, costs, and all other related expenses to the prevailing party in any action brought hereunder, and the arbitrator shall have discretion to determine the prevailing party in an arbitration where multiple claims may be at issue.

7.9 *Remedies.*

(a) *Injunctive Relief.* The parties agree that the services to be rendered by Executive hereunder are of a unique nature and that in the event of any breach or threatened breach of any of the covenants contained herein, the damage or imminent damage to the value and the goodwill of the Company's business will be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Accordingly, the parties agree that the Company shall be entitled to injunctive relief against Executive in the event of any breach or threatened breach of any such provisions by Executive, in addition to any other relief (including damage) available to the Company under this Agreement or under law.

(b) *Exclusive.* Both parties agree that the remedy specified in Section 7.9(a) above is not exclusive of any other remedy for the breach by Executive of the terms hereof.

7.10 *Counterparts.* This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

Executed by the parties as follows:

EXECUTIVE	**NEUROCRINE BIOSCIENCES, INC**
By: /s/ Haig Bozigian	By: /s/ Richard Ranieri
Date: August 14, 2007	Date: August 14, 2007

EXHIBIT A
GENERAL RELEASE

Pursuant to the terms of the Employment Agreement between Neurocrine Biosciences, Inc. (the "Company") and Haig Bozigian, Ph.D. ("Executive") dated August 1, 2007 (the "Agreement"), the parties hereby enter into the following General Release (the "Release"):

1. *Accrued Salary and Vacation.* Executive understands that, on the last date of Executive's employment with the Company, the Company will pay Executive any accrued salary and accrued and unused vacation to which Executive is entitled by law, regardless of whether Executive signs this Release.

2. *General Release.* Executive hereby generally and completely releases the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively the "Released Parties") of and from any and all claims, liabilities and obligations, both known and unknown, arising out of or in any way related to events, acts, conduct, or omissions occurring at any time prior to or at the time that Executive signs this Release.

3. *Scope of Release.* This general release includes, but is not limited to: (1) all claims arising out of or in any way related to Executive's employment with the Company or the termination of that employment; (2) all claims related to Executive's compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership or equity interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing (including claims based on or arising under the Agreement); (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the federal Age Discrimination in Employment Act (as amended) ("ADEA"), the federal Family and Medical Leave Act, the California Labor Code (as amended), the California Family Rights Act, and the California Fair Employment and Housing Act (as amended).

4. *ADEA Waiver.* Executive acknowledges that Executive is knowingly and voluntarily waiving and releasing any rights Executive may have under the ADEA, and that the consideration given for the waiver and release in the preceding paragraph is in addition to anything of value to which Executive is already entitled. Executive further acknowledges that Executive has been advised by this writing that: (1) Executive's waiver and release do not apply to any rights or claims that may arise after the date Executive signs this Release; (2) Executive should consult with an attorney prior to signing this Release (although Executive may choose voluntarily not to do so); (3) Executive has twenty-one (21) days to consider this Release (although Executive may choose voluntarily to sign it earlier); (4) Executive has seven (7) days following the date Executive signs this Release to revoke it by providing written notice of revocation to the Company's Chief Executive Officer; and (5) this Release will not be effective until the date upon which the revocation period has expired, which will be the eighth calendar day after the date Executive signs it provided that Executive does not revoke it (the "Effective Date").

5. *Section 1542 Waiver.* EXECUTIVE UNDERSTANDS THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. Executive acknowledges that Executive has read and understands Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." Executive hereby expressly waives and relinquishes all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to Executive's respective release of claims herein, including but not limited to Executive's release of unknown and unsuspected claims.

6. *Excluded Claims.* Executive understands that notwithstanding the foregoing, the following are not included in the Released Claims (the "Excluded Claims"): (i) any rights or claims for indemnification Executive may have pursuant to any written indemnification agreement to which he is a party, the charter, bylaws, or operating agreements of any of the Released Parties, or under applicable law; or (ii) any rights which are not waivable as a matter of law. In addition, Executive understands that nothing in this release prevents Executive from filing,

cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or the California Department of Fair Employment and Housing, except that Executive acknowledges and agrees that Executive shall not recover any monetary benefits in connection with any such claim, charge or proceeding with regard to any claim released herein. Executive hereby represents and warrants that, other than the Excluded Claims, Executive is not aware of any claims he has or might have against any of the Released Parties that are not included in the Released Claims.

7. *Executive Representations.* Executive hereby represents that Executive has been paid all compensation owed and for all hours worked; Executive has received all the leave and leave benefits and protections for which Executive is eligible, pursuant to the Family and Medical Leave Act, the California Family Rights Act, or otherwise; and Executive has not suffered any on-the-job injury for which Executive has not already filed a workers' compensation claim.

8. *Nondisparagement.* Executive agrees not to disparage the Company, its parent, or its or their officers, directors, employees, shareholders, affiliates and agents, in any manner likely to be harmful to its or their business, business reputation, or personal reputation (although Executive may respond accurately and fully to any question, inquiry or request for information as required by legal process).

9. *Cooperation.* Executive agrees not to voluntarily (except in response to legal compulsion) assist any third party in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the other party, or against the Company's parent or subsidiary entities, affiliates, officers, directors, employees or agents. Executive further agrees to reasonably cooperate with the other party, by voluntarily (without legal compulsion) providing accurate and complete information, in connection with such other party's actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters, arising from events, acts, or failures to act that occurred during the period of Executive's employment by the Company.

10. *No Admission of Liability.* The parties agree that this Release, and performance of the acts required by it, does not constitute an admission of liability, culpability, negligence or wrongdoing on the part of anyone, and will not be construed for any purpose as an admission of liability, culpability, negligence or wrongdoing by any party and/or by any party's current, former or future parents, subsidiaries, related entities, predecessors, successors, officers, directors, shareholders, agents, employees and assigns. The parties specifically acknowledge and agree that this Release is a compromise of disputed claims and that the Company denies any liability for any matter released herein.

NEUROCRINE BIOSCIENCES, INC.:

By: .

Date: .

EXECUTIVE:

By: .

Date: .

EXHIBIT 21.1

NEUROCRINE BIOSCIENCES INC. SUBSIDIARIES

NAME OF SUBSIDIARY	STATE OF INCORPORATION
Neurocrine Commercial Operations, Inc. (renamed Neurocrine Continental, Inc. effective 1/1/06)	Delaware
Neurocrine HQ, Inc.	Delaware
Neurocrine International LLC	Delaware
Science Park Center LLC	California

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statements on Forms S-8 (Nos. 333-31791, 333-57875, 333-87127, 333-44012, 333-57096, 333-65198, 333-92328, 333-101756, 333-105907, 333-118773, 333-127214, 333-135909, and 333-147120) and Form S-3 (No. 333-147118) of our reports dated February 7, 2008, with respect to the consolidated financial statements of Neurocrine Biosciences, Inc., and the effectiveness of internal control over financial reporting of Neurocrine Biosciences, Inc., included in this Annual Report (Form 10-K) for the year ended December 31, 2007.

/s/ Ernst & Young LLP

San Diego, California
February 7, 2008

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT
TO SECITON 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin C. Gorman, President and Chief Executive Officer of Neurocrine Biosciences, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Neurocrine Biosciences, Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and

   d) Disclosed in this annual report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of the internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Dated: February 8, 2008

/s/ Kevin C. Gorman
Kevin C. Gorman
President and Chief Executive Officer

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT
TO SECITON 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Timothy P. Coughlin, Vice President and Chief Financial Officer of Neurocrine Biosciences, Inc., certify that:

1. I have reviewed this annual report on Form 10-K of Neurocrine Biosciences, Inc.;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this annual report based on such evaluation; and

   d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of the internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Dated: February 8, 2008

/s/ Timothy P. Coughlin
Timothy P. Coughlin
Vice President and
Chief Financial Officer

EXHIBIT 32

CERTIFICATIONS OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 10-K of Neurocrine Biosciences, Inc. (the "Company") for the year ended December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kevin C. Gorman, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d), of the Securities Exchange Act of 1934; and

(2) That information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 8, 2008

By: /s/ Kevin C. Gorman
Name: Kevin C. Gorman
Title: President and Chief Executive Officer

In connection with the Annual Report on Form 10-K of Neurocrine Biosciences, Inc. (the "Company") for the year ended December 31, 2007 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Timothy P. Coughlin, Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(3) The Report fully complies with the requirements of Section 13(a) or 15(d), of the Securities Exchange Act of 1934; and

(4) That information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

February 8, 2008

By: /s/ Timothy P. Coughlin
Name: Timothy P. Coughlin
Title: Vice President and Chief Financial Officer