

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

**Form 8-A/A
Amendment No. 3**

**FOR REGISTRATION OF CERTAIN CLASSES OF SECURITIES
PURSUANT TO SECTION 12(b) OR (g) OF THE
SECURITIES EXCHANGE ACT of 1934**

Alexion Pharmaceuticals, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State of incorporation
or organization)

352 Knottter Drive, Cheshire, Connecticut
(Address of principal executive offices)

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

06410
(Zip Code)

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

Title of each class
to be so registered

None

Name of each exchange
on which each class is
to be registered

None

If this form relates to the registration of a class of securities pursuant to Section 12(b) of the Exchange Act and is effective pursuant to General Instruction A.(c), check the following box.

If this form relates to the registration of a class securities pursuant to Section 12(g) of the Exchange Act and is effective pursuant to General Instruction A.(d), check the following box.

Securities Act registration statement file number to which this form relates: Not applicable.

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

Rights to Purchase Junior Participating Cumulative Preferred
Stock, \$.0001 par value per share, of the Registrant
(Title of Class)

Item 1. Description of Registrant's Securities to be Registered.

On February 14, 1997, the Board of Directors of the Registrant declared a dividend of one preferred stock purchase right (each, a "Right") for each outstanding share of Common Stock, par value \$.0001 per share (the "Common Stock"), of the Registrant. The Rights were issued to the stockholders of record on March 6, 1997 and will expire on March 6, 2007, subject to earlier redemption. Under certain circumstances, each Right entitles the registered holder to purchase from the Registrant one one-hundredth of a share of Junior Participating Cumulative Preferred Stock, par value \$.0001 per share (the "Preferred Stock"), of the Registrant or, in certain circumstances, either Common Stock or common stock of an acquiring company at one-half the market price of such Common Stock or common stock, as the case may be. The Rights were designed to make it more likely that all of the Registrant's stockholders receive fair and equal treatment in the event of any proposed takeover of the Registrant and to guard against the use of partial tender offers or other coercive tactics to gain control of the Registrant. The description and terms of the Rights are set forth in a Rights Agreement dated as of February 14, 1997, as amended and in effect from time to time (the "Rights Agreement"), between the Registrant and Continental Stock Transfer & Trust Company, as rights agent.

On November 16, 2004, the Registrant executed a third amendment (the "Third Amendment") to the Rights Agreement. The Third Amendment eliminated all references and provisions relating to "Continuing Directors", including provisions that previously required a majority of the "Continuing Directors" to approve the redemption or exchange of the Rights. "Continuing Directors" was defined generally to mean any director who was not an Acquiring Person or representative or nominee of or affiliated or associated with an Acquiring Person and who either was a member of the Board of Directors prior to the Stock Acquisition Date (as those terms are defined in the Rights Agreement) or subsequently became a member and whose election thereto was approved by a majority of the directors who are not Acquiring Persons or representatives or nominees of or affiliated or associated with an Acquiring Person. These provisions that have been deleted are commonly known as "dead hand" provisions. The Third Amendment also eliminated all references to determinations made by Outside Directors (as defined in the Rights Agreement).

A copy of the Third Amendment is filed as Exhibit 4.4 hereto. The original Rights Agreement was filed as Exhibit 1 to the Registration Statement on Form 8-A with the Securities and Exchange Commission (the "SEC") on February 21, 1997, Amendment No. 1 to the Rights Agreement was filed as Exhibit 10.1 to the Registration Statement on Form 8-A with the SEC on October 6, 2000 (the "First Amendment"), and Amendment No. 2 to the Rights Agreement was filed as Exhibit 10.1 to the Registration Statement on Form 8-A with the SEC on February 12, 2002 (the "Second Amendment"). Copies of the original Rights Agreement, the First Amendment, the Second Amendment and the Third Amendment are available to stockholders from the Registrant free of charge upon request to the Secretary of the Registrant.

Except as described above, the terms and conditions of the Rights remain unchanged from the description contained in the Form 8-A filed on February 21, 1997, as amended by Amendment No. 1 thereto filed on October 6, 2000 and as further amended by Amendment No. 2 thereto filed on February 12, 2002.

This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, the First Amendment, the Second Amendment and the Third Amendment, each of which is hereby incorporated herein by reference.

Item 2. Exhibits.

- 4.1 Rights Agreement, dated as of February 14, 1997, between the Registrant and Continental Stock Transfer & Trust Company, as Rights Agent, which includes as Exhibit B the form of Right Certificate (incorporated by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A filed on February 21, 1997).
- 4.2 Amendment No. 1 to Rights Agreement, dated as of September 18, 2000, between the Registrant and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form 8-A filed on October 6, 2000).
- 4.3 Amendment No. 2 to Rights Agreement, dated as of December 12, 2001, between the Registrant and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form 8-A filed on February 12, 2002).
- 4.4 Amendment No. 3 to the Rights Agreement, dated as of November 16, 2004 by and between the Registrant and Continental Stock Transfer & Trust Company.

SIGNATURE

Pursuant to the requirements of Section 12 of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereto duly authorized.

ALEXION PHARMACEUTICALS, INC.

By: /s/ Thomas I.H. Dubin

Thomas I.H. Dubin
Vice President and General Counsel

Date: November 16, 2004

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
4.1	Rights Agreement, dated as of February 14, 1997, between the Registrant and Continental Stock Transfer & Trust Company, as Rights Agent, which includes as Exhibit B the form of Right Certificate (incorporated by reference to Exhibit 1 to the Company's Registration Statement on Form 8-A filed on February 21, 1997).
4.2	Amendment No. 1 to Rights Agreement, dated as of September 18, 2000, between the Registrant and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form 8-A filed on October 6, 2000).
4.3	Amendment No. 2 to Rights Agreement, dated as of December 12, 2001, between the Registrant and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 10.1 to the Company's Registration Statement on Form 8-A filed on February 12, 2002).
4.4	Amendment No. 3 to the Rights Agreement, dated as of November 16, 2004 between the Registrant and Continental Stock Transfer & Trust Company.

AMENDMENT NO. 3 TO RIGHTS AGREEMENT

This Amendment No. 3 ("*Amendment No. 3*") is made as of November 16, 2004 to the Rights Agreement, dated as of February 14, 1997, by and between Alexion Pharmaceuticals, Inc., a Delaware corporation (the "*Company*"), and Continental Stock Transfer & Trust Company (the "*Rights Agent*"), as amended by Amendment No. 1 thereto, dated as of September 18, 2000, and Amendment No. 2 thereto, dated as of December 12, 2001 (collectively, the "*Rights Agreement*"). Capitalized terms not herein defined shall have the meaning ascribed thereto in the Rights Agreement.

WHEREAS, pursuant to Section 26 of the Rights Agreement, the Company may and the Rights Agent shall, if the Company so directs, amend any provision of the Rights Agreement in any respect whatsoever at any time prior to the Stock Acquisition Date;

WHEREAS, the Stock Acquisition Date has not occurred; and

WHEREAS, the Company desires to amend the Rights Agreement to, among other things, remove its so-called "dead hand" provisions which grant only Continuing Directors the right to redeem the Rights;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. Amendment to Section 1. Each of Sections 1(k) and 1(s) of the Rights Agreement is hereby deleted in its entirety and replaced with the following: "Intentionally Omitted".

2. Amendment to Section 11(a)(ii). The first sentence of Section 11(a)(ii) of the Rights Agreement is hereby amended (a) by deleting the clause "who are not Acquiring Persons or representatives, nominees, Affiliates or Associates of an Acquiring Person (the 'Outside Directors')" therein and (b) by replacing the defined term "Outside Directors" with "Directors" in the parenthetical clause in Section 11(a)(ii)(A) thereof.

3. Amendment to Section 23.

(a) The first sentence of Section 23(a) of the Rights Agreement is hereby amended by deleting the first parenthetical clause therein, which reads "(which resolution shall, if adopted following the Stock Acquisition Date, be effective only with the concurrence of a majority of the Continuing Directors and only if the Continuing Directors constitute a majority of the number of directors then in office)", in its entirety.

(b) The first sentence of Section 23(b) of the Rights Agreement is hereby amended (i) by deleting the first parenthetical clause therein, which reads "(with, if required, the concurrence of a majority of the Continuing Directors)", in its entirety and (ii) by deleting the clause " , with the concurrence of a majority of the Continuing Directors," in the second parenthetical clause therein.

4. Amendment to Section 23A(a). The first sentence of Section 23A(a) of the Rights Agreement is hereby amended by deleting the first parenthetical clause therein, which reads “(with the concurrence of a majority of the Continuing Directors and only if the Continuing Directors constitute a majority of the number of Directors then in office)”, in its entirety.

5. Amendment to Section 25. Section 25 of the Rights Agreement is hereby amended by (a) deleting the address “25 Science Park, New Haven, Connecticut 06511” and replacing it with “352 Knotter Drive, Cheshire, Connecticut 06410”, (b) deleting the address “2 Broadway, 19th Floor, New York, NY 10004” and replacing it with “17 Battery Place, New York, New York 10004” and (c) replacing “Attention: Secretary” with “Attention: General Counsel”.

6. Amendment to Section 26. Section 26 of the Rights Agreement is hereby amended (a) by deleting the first parenthetical clause in the second sentence thereof, which reads “(which resolution shall be effective only with the concurrence of a majority of the Continuing Directors, and only if the Continuing Directors constitute a majority of the number of directors then in office)”, in its entirety and (b) by deleting the parenthetical clause in clause (A) of the proviso to the second sentence thereof, which reads “(with, where required, the concurrence of a majority of the Continuing Directors)”, in its entirety.

7. Amendment to Section 28. Section 28 of the Rights Agreement is hereby amended (a) by deleting the parenthetical clause which reads “(with, where specifically provided for herein, the concurrence of the Continuing Directors or the Outside Directors)” in each instance such parenthetical clause appears in the second and last sentences thereof in its entirety, (b) by replacing the clause “the Outside Directors or the Company” with “the Company” immediately prior to clause (i) of the last sentence thereof and (c) by deleting the clause “, the Continuing Directors or the Outside Directors” in clause (iii) of the last sentence thereof.

8. Amendment to Section 30. The last sentence of Section 30 of the Rights Agreement is hereby amended by deleting the clause “with the concurrence of a majority of the Continuing Directors or the Outside Directors or by the Outside Directors” therein.

9. Amendments to Exhibit C. Exhibit C (the Summary of Rights to Purchase Preferred Stock), to the Rights Agreement is hereby amended (a) by deleting the clause “who are not Acquiring Persons or representatives or nominees of or affiliated or associated with an Acquiring Person” in the first sentence of the sixth paragraph thereof, (b) by deleting the second sentence in the eighth paragraph thereof in its entirety and (c) by deleting the clause “, with the concurrence of a majority of the Continuing Directors,” in the ninth paragraph thereof.

10. No Further Amendment. Except as expressly amended by this Amendment No. 3, the Rights Agreement shall remain in full force and effect as the same was in effect immediately prior to the date of this Amendment No. 3.

11. Counterparts. This Amendment No. 3 may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment No. 3 to be executed in its respective corporate name by one of its duly authorized officers, all as of the date first above written.

ALEXION PHARMACEUTICALS, INC.

By: /s/ David W. Keiser

Name: David W. Keiser

Title: President

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Roger Bernhammer

Name: Roger Bernhammer

Title: Vice President