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

FORM 10-Q

- Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**
For the Quarterly Period Ended July 4, 2010
- 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 000-30361

Illumina, Inc.

(Exact name of registrant as specified in its charter)

Delaware	33-0804655
(State or other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
9885 Towne Centre Drive, San Diego, CA	92121
(Address of Principal Executive Offices)	(Zip Code)

(858) 202-4500
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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

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

As of July 15, 2010, there were 124,285,833 shares of the Registrant's Common Stock outstanding.

ILLUMINA, INC.

INDEX

	<u>Page</u>
<u>PART I. FINANCIAL INFORMATION</u>	3
<u>Item 1. Financial Statements</u>	3
<u>Condensed Consolidated Balance Sheets as of July 4, 2010 (Unaudited) and January 3, 2010</u>	3
<u>Condensed Consolidated Statements of Operations for the Three and Six Months Ended July 4, 2010 and June 28, 2009 (Unaudited)</u>	4
<u>Condensed Consolidated Statements of Cash Flows for the Six Months Ended July 4, 2010 and June 28, 2009 (Unaudited)</u>	5
<u>Notes to Condensed Consolidated Financial Statements (Unaudited)</u>	6
<u>Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	15
<u>Item 3. Quantitative and Qualitative Disclosures About Market Risk</u>	22
<u>Item 4. Controls and Procedures</u>	22
<u>PART II. OTHER INFORMATION</u>	23
<u>Item 1. Legal Proceedings</u>	23
<u>Item 1A. Risk Factors</u>	23
<u>Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</u>	23
<u>Item 3. Defaults upon Senior Securities</u>	23
<u>Item 4. (Removed and Reserved)</u>	23
<u>Item 5. Other Information</u>	23
<u>Item 6. Exhibits</u>	23
<u>SIGNATURES</u>	24
<u>EX-10.1</u>	
<u>EX-31.1</u>	
<u>EX-31.2</u>	
<u>EX-32.1</u>	
<u>EX-32.2</u>	
<u>EX-101 INSTANCE DOCUMENT</u>	
<u>EX-101 SCHEMA DOCUMENT</u>	
<u>EX-101 CALCULATION LINKBASE DOCUMENT</u>	
<u>EX-101 LABELS LINKBASE DOCUMENT</u>	
<u>EX-101 PRESENTATION LINKBASE DOCUMENT</u>	

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

Illumina, Inc.
Condensed Consolidated Balance Sheets
(In thousands)

	July 4, 2010 <u>(Unaudited)</u>	January 3, 2010 <u></u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 237,187	\$ 144,633
Short-term investments	548,193	548,894
Accounts receivable, net	147,939	157,751
Inventory, net	119,445	92,776
Deferred tax assets, current portion	19,158	20,021
Prepaid expenses and other current assets	16,345	17,515
Total current assets	<u>1,088,267</u>	<u>981,590</u>
Property and equipment, net	122,398	117,188
Goodwill	271,819	213,452
Intangible assets, net	70,298	43,788
Deferred tax assets, long-term portion	45,579	47,371
Other assets	43,524	26,548
Total assets	<u>\$ 1,641,885</u>	<u>\$ 1,429,937</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 57,574	\$ 52,781
Accrued liabilities	123,577	98,253
Long-term debt, current portion	300,705	290,202
Total current liabilities	<u>481,856</u>	<u>441,236</u>
Other long-term liabilities	33,775	24,656
Commitments and contingencies		
Conversion option subject to cash settlement	89,294	99,797
Stockholders' equity:		
Preferred stock	—	—
Common stock	1,483	1,436
Additional paid-in capital	1,759,625	1,637,751
Accumulated other comprehensive income	2,612	2,830
Accumulated deficit	(229,218)	(280,226)
Treasury stock, at cost	(497,542)	(497,543)
Total stockholders' equity	<u>1,036,960</u>	<u>864,248</u>
Total liabilities and stockholders' equity	<u>\$ 1,641,885</u>	<u>\$ 1,429,937</u>

See accompanying notes to the condensed consolidated financial statements.

Illumina, Inc.
Condensed Consolidated Statements of Operations
(Unaudited)
(In thousands, except per share amounts)

	Three Months Ended		Six Months Ended	
	July 4, 2010	June 28, 2009	July 4, 2010	June 28, 2009
Revenue:				
Product revenue	\$198,538	\$ 153,204	\$ 372,217	\$ 309,403
Service and other revenue	13,465	8,439	31,917	17,997
Total revenue	<u>212,003</u>	<u>161,643</u>	<u>404,134</u>	<u>327,400</u>
Cost of revenue:				
Cost of product revenue	59,627	45,812	112,566	96,519
Cost of service and other revenue	4,690	3,003	10,084	6,318
Amortization of intangible assets	1,595	1,670	3,215	3,340
Total cost of revenue	<u>65,912</u>	<u>50,485</u>	<u>125,865</u>	<u>106,177</u>
Gross profit	<u>146,091</u>	<u>111,158</u>	<u>278,269</u>	<u>221,223</u>
Operating expenses:				
Research and development	43,667	33,117	87,343	65,843
Selling, general and administrative	53,671	41,939	103,950	84,770
Acquired in-process research and development	1,325	—	1,325	—
Total operating expenses	<u>98,663</u>	<u>75,056</u>	<u>192,618</u>	<u>150,613</u>
Income from operations	47,428	36,102	85,651	70,610
Other income (expense), net:				
Interest income	1,751	2,576	3,955	5,492
Interest expense	(6,134)	(5,713)	(12,089)	(11,397)
Other income (expense), net	3,481	2,058	2,369	(331)
Total other expense, net	<u>(902)</u>	<u>(1,079)</u>	<u>(5,765)</u>	<u>(6,236)</u>
Income before income taxes	46,526	35,023	79,886	64,374
Provision for income taxes	16,730	10,335	28,882	20,875
Net income	<u>\$ 29,796</u>	<u>\$ 24,688</u>	<u>\$ 51,004</u>	<u>\$ 43,499</u>
Net income per basic share	<u>\$ 0.24</u>	<u>\$ 0.20</u>	<u>\$ 0.42</u>	<u>\$ 0.35</u>
Net income per diluted share	<u>\$ 0.21</u>	<u>\$ 0.18</u>	<u>\$ 0.37</u>	<u>\$ 0.32</u>
Shares used in calculating basic net income per share	<u>123,095</u>	<u>123,511</u>	<u>121,882</u>	<u>122,633</u>
Shares used in calculating diluted net income per share	<u>140,951</u>	<u>139,465</u>	<u>138,682</u>	<u>136,220</u>

See accompanying notes to the condensed consolidated financial statements.

Illumina, Inc.
Condensed Consolidated Statements of Cash Flows
(Unaudited)
(In thousands)

	<u>Six Months Ended</u>	
	<u>July 4,</u> <u>2010</u>	<u>June 28,</u> <u>2009</u>
Cash flows from operating activities:		
Net income	\$ 51,004	\$ 43,499
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	3,215	3,340
Amortization of debt discount	10,504	9,787
Gain on acquisition	(2,914)	—
Depreciation expense	15,804	11,712
Stock-based compensation expense	33,844	29,761
Incremental tax benefit related to stock options exercised	(8,000)	(25,700)
Deferred income taxes	8,040	19,039
Other non-cash adjustments	1,058	(219)
Changes in operating assets and liabilities:		
Accounts receivable	6,162	(18,059)
Inventory	(27,008)	3,007
Prepaid expenses and other current assets	2,092	(484)
Other assets	(1,460)	(2,835)
Accounts payable	16,383	11,135
Accrued liabilities	27,277	1,178
Accrued income taxes	(4,879)	3,150
Other long-term liabilities	(799)	1,806
Net cash provided by operating activities	<u>130,323</u>	<u>90,117</u>
Cash flows from investing activities:		
Purchases of available-for-sale securities	(313,017)	(334,764)
Sales and maturities of available-for-sale securities	256,034	266,027
Sales and maturities of trading securities	54,900	150
Net cash paid for acquisitions	(75,069)	—
Purchase of investments	(17,650)	(17,950)
Purchases of property and equipment	(22,864)	(26,591)
Cash paid for intangible assets	(2,000)	—
Net cash used in investing activities	<u>(119,666)</u>	<u>(113,128)</u>
Cash flows from financing activities:		
Payments on current portion of long-term debt	—	(10,000)
Incremental tax benefit related to stock options exercised	8,000	25,700
Proceeds from the exercise of warrants	9,587	7,113
Proceeds from issuance of common stock	59,935	24,133
Net cash provided by financing activities	<u>77,522</u>	<u>46,946</u>
Effect of exchange rate changes on cash and cash equivalents	4,375	1,138
Net increase in cash and cash equivalents	92,554	25,073
Cash and cash equivalents at beginning of period	<u>144,633</u>	<u>327,024</u>
Cash and cash equivalents at end of period	<u>\$ 237,187</u>	<u>\$ 352,097</u>

See accompanying notes to the condensed consolidated financial statements.

Illumina, Inc.
Notes to Condensed Consolidated Financial Statements
(Unaudited)

Unless the context requires otherwise, references in this report to “Illumina,” “we,” “us,” the “Company,” and “our” refer to Illumina, Inc. and its consolidated subsidiaries.

1. Summary of Significant Accounting Principles

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. The unaudited condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany transactions and balances have been eliminated in consolidation. In management’s opinion, the accompanying financial statements reflect all adjustments, consisting of normal recurring adjustments, considered necessary for a fair presentation of the results for the interim periods presented.

Interim financial results are not necessarily indicative of results anticipated for the full year. These unaudited financial statements should be read in conjunction with the Company’s audited financial statements and footnotes included in the Company’s Annual Report on Form 10-K for the fiscal year ended January 3, 2010 from which the balance sheet information herein was derived.

The preparation of financial statements requires that management make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, and expenses, and related disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Fiscal Year

The Company’s fiscal year consists of 52 or 53 weeks ending the Sunday closest to December 31, with quarters of 13 or 14 weeks ending the Sunday closest to March 31, June 30, and September 30. The three and six months ended July 4, 2010 and June 28, 2009 were both 13 and 26 weeks, respectively.

Segment Information

The Company is organized in two business segments, Life Sciences and Diagnostics. The Life Sciences Business Unit includes all products and services that are primarily related to the research market, namely the product lines based on the Company’s sequencing, BeadArray, and VeraCode technologies, and the Diagnostics Business Unit focuses on the emerging opportunity in molecular diagnostics. For the three and six months ended July 4, 2010, the Company had limited activity related to the Diagnostics Business Unit and operating results were reported on an aggregate basis to the chief operating decision maker of the Company, the chief executive officer. Accordingly, the Company operated in one reportable segment for the three and six months ended July 4, 2010. The Company will begin reporting in two segments once revenues, operating profit or loss, or assets of the Diagnostics Business Unit exceed 10% of the consolidated amounts.

Revenue Recognition

The Company’s revenue is generated primarily from the sale of products and services. Product revenue primarily consists of sales of instrumentation and consumables used in genetic analysis. Service and other revenue consists of revenue received for performing genotyping and sequencing services, extended warranty sales, and amounts earned under research agreements with government grants, which are recognized in the period during which the related costs are incurred.

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred or services have been rendered, the seller’s price to the buyer is fixed or determinable, and collectibility is reasonably assured. In instances where final acceptance of the product or system is required, revenue is deferred until all the acceptance criteria have been met. All revenue is recorded net of any discounts.

[Table of Contents](#)

Revenue for product sales is recognized generally upon shipment and transfer of title to the customer, provided no significant obligations remain and collection of the receivable is reasonably assured. Revenue for genotyping and sequencing services is recognized when earned, which is generally at the time the genotyping or sequencing analysis data is made available to the customer or agreed upon milestones are reached.

In order to assess whether the price is fixed or determinable, the Company evaluates whether refund rights exist. If there are refund rights or payment terms based on future performance, the Company defers revenue recognition until the price becomes fixed or determinable. The Company assesses collectibility based on a number of factors, including past transaction history with the customer and the creditworthiness of the customer. If the Company determines that collection of a payment is not reasonably assured, revenue recognition is deferred until receipt of payment.

The Company regularly enters into contracts where revenue is derived from multiple deliverables including any mix of products or services. These products or services are generally delivered within a short time frame, approximately three to six months, of the contract execution date. Revenue recognition for contracts with multiple deliverables is based on the individual units of accounting determined to exist in the contract. A delivered item is considered a separate unit of accounting when the delivered item has value to the customer on a stand-alone basis. Items are considered to have stand-alone value when they are sold separately by any vendor or when the customer could resell the item on a stand-alone basis. Consideration is allocated at the inception of the contract to all deliverables based on their relative selling price. The relative selling price for each deliverable is determined using vendor specific objective evidence (VSOE) of selling price or third-party evidence of selling price if VSOE does not exist. If neither VSOE nor third-party evidence exists, the Company uses its best estimate of the selling price for the deliverable.

In order to establish VSOE of selling price, the Company must regularly sell the product or service on a standalone basis with a substantial majority priced within a relatively narrow range. VSOE of selling price is usually the midpoint of that range. If there is not a sufficient number of standalone sales and VSOE of selling price cannot be determined, then the Company considers whether third party evidence can be used to establish selling price. Due to the lack of similar products and services sold by other companies within the industry, the Company has rarely established selling price using third-party evidence. If neither VSOE nor third party evidence of selling price exists, the Company determines its best estimate of selling price using average selling prices over a rolling 12-month period as well as market conditions. If the product or service has no history of sales or if the sales volume is not sufficient, the Company relies upon prices set by the Company's pricing committee adjusted for applicable discounts. The Company recognizes revenue for delivered elements only when it determines there are no uncertainties regarding customer acceptance.

Long-Lived Assets

The original assumptions and rationale utilized in establishing the carrying value and estimated lives of the Company's long-lived assets are periodically re-evaluated. The criteria used for these evaluations include management's estimate of the asset's continuing ability to generate income from operations and positive cash flow in future periods as well as the strategic significance of any intangible asset to the Company's business objectives. Impairment is reviewed at the lowest levels for which there are identifiable cash flows that are independent of the cash flows of other groups of assets. If assets are considered to be impaired, the impairment recognized is the amount by which the carrying value of the assets exceeds the fair value of the assets, which is determined by applicable market prices, when available. The Company did not recognize a significant impairment during the period.

Fair Value Measurements

The Company determines the fair value of its assets and liabilities based on the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value maximize the use of observable inputs and minimize the use of unobservable inputs. The Company uses a fair value hierarchy with three levels of inputs, of which the first two are considered observable and the last unobservable, to measure fair value:

- *Level 1* — Quoted prices in active markets for identical assets or liabilities.
- *Level 2* — Inputs, other than Level 1, that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

[Table of Contents](#)

- *Level 3* — Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

The following table presents the Company's fair value hierarchy for assets measured at fair value on a recurring basis as of July 4, 2010 (in thousands):

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Debt securities in government sponsored entities	\$279,464	\$ —	\$ —	\$279,464
Corporate debt securities	234,887	—	—	234,887
U.S. Treasury securities	33,842	—	—	33,842
Total assets measured at fair value	<u>\$548,193</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$548,193</u>

Derivatives

The Company is exposed to foreign exchange rate risks in the normal course of business. To manage a portion of the accounting exposure resulting from changes in foreign currency exchange rates, the Company enters into foreign exchange contracts to hedge monetary assets and liabilities that are denominated in currencies other than the functional currency of its subsidiaries, which is currently the U.S. dollar. These foreign exchange contracts are carried at fair value and are not designated as hedging instruments. As a result, changes in the value of the derivative are recognized in other income (expense), net, in the condensed consolidated statements of operations for the current period, along with an offsetting gain or loss on the underlying assets or liabilities.

Stock-Based Compensation

The Company uses the Black-Scholes-Merton option-pricing model to estimate the fair value of stock options granted and stock purchases under the Employee Stock Purchase Plan (ESPP). This model incorporates various assumptions including expected volatility, expected option life, expected dividends, and risk-free interest rates. The Company determines volatility by equally weighing the historical and implied volatility of the Company's common stock. The historical volatility of the Company's common stock over the most recent period is generally commensurate with the estimated expected life of the Company's stock options, adjusted for the impact of unusual fluctuations not reasonably expected to recur and other relevant factors. The implied volatility is calculated from the implied market volatility of exchange-traded call options on the Company's common stock. The expected life of an award is based on historical forfeiture experience, exercise activity, and on the terms and conditions of the stock awards granted to employees.

The assumptions used for the specified reporting periods and the resulting estimates of weighted-average fair value per share of options granted and for stock purchases under the ESPP during those periods are as follows:

	<u>Three Months Ended</u>		<u>Six Months Ended</u>	
	<u>July 4, 2010</u>	<u>June 28, 2009</u>	<u>July 4, 2010</u>	<u>June 28, 2009</u>
Interest rate — stock options	2.71%	1.97%	2.71 - 2.73%	1.69 - 1.97%
Interest rate — stock purchases	0.17 - 0.48%	0.39 - 0.51%	0.17 - 0.51%	0.39 - 2.25%
Volatility — stock options	46%	55%	46 - 48%	55 - 58%
Volatility — stock purchases	48.02 - 48.32%	58%	48.02 - 58.21%	53 - 58%
Expected life — stock options	6 years	5 years	6 years	5 years
Expected life — stock purchases	6 - 12 months	6 - 12 months	6 - 12 months	6 - 12 months
Expected dividend yield	0%	0%	0%	0%
Weighted average fair value per share of options granted	\$ 19.70	\$ 17.93	\$ 18.74	\$ 14.79
Weighted average fair value per share of employee stock purchases	\$ 10.57	\$ 8.51	\$ 10.51	\$ 9.11

The fair value of restricted stock units granted during the three and six months ended July 4, 2010 and June 28, 2009 was based on the market price of our common stock on the date of grant.

As of July 4, 2010, approximately \$150.9 million of total unrecognized compensation cost related to stock options, restricted stock units and ESPP shares issued to date is expected to be recognized over a weighted-average period of approximately 2.56 years.

[Table of Contents](#)

Total stock-based compensation expense for employee stock options and stock purchases under the ESPP consists of the following (in thousands, except per share data):

	Three Months Ended		Six Months Ended	
	July 4, 2010	June 28, 2009	July 4, 2010	June 28, 2009
Cost of product revenue	\$ 1,301	\$ 1,198	\$ 2,510	\$ 2,472
Cost of service and other revenue	146	143	257	284
Research and development	6,032	4,979	11,930	9,601
Selling, general and administrative	9,366	8,581	19,147	17,404
Share-based compensation expense before taxes	16,845	14,901	33,844	29,761
Related income tax benefits	(5,586)	(4,683)	(11,532)	(9,536)
Share-based compensation expense, net of taxes	\$ 11,259	\$ 10,218	\$ 22,312	\$ 20,225
Net share-based compensation expense per share of common stock:				
Basic	\$ 0.09	\$ 0.08	\$ 0.18	\$ 0.16
Diluted	\$ 0.08	\$ 0.07	\$ 0.16	\$ 0.15

Net Income (Loss) per Share

Basic net income or loss per share is computed by dividing net income or loss by the weighted-average number of common shares outstanding during the reporting period. Diluted net income per share is computed by dividing net income by the weighted average number of common shares outstanding during the reporting period increased to include dilutive potential common shares using the treasury stock method. Dilutive potential common shares consist of stock options with combined exercise prices and unrecognized compensation expense that are less than the average market price of the Company's common stock, restricted stock units with unrecognized compensation expense, convertible debt when the average market price of the Company's common stock is above the conversion price of \$21.83, and warrants with exercise prices that are less than the average market price of the Company's common stock. Under the treasury stock method, the amount that must be paid to exercise stock options and warrants, the amount of compensation expense for future services that the Company has not yet recognized for stock options and restricted stock units, and the amount of tax benefits that will be recorded in additional paid-in capital when the awards become deductible are assumed to be used to repurchase shares. In loss periods, basic net loss per share and diluted net loss per share are identical since the effect of dilutive potential common shares is anti-dilutive and therefore excluded.

The following table presents the calculation of weighted-average shares used to calculate basic and diluted net income per share (in thousands):

	Three Months Ended		Six Months Ended	
	July 4, 2010	June 28, 2009	July 4, 2010	June 28, 2009
Weighted-average shares outstanding	123,095	123,511	121,882	122,633
Effect of dilutive potential common shares:				
Dilutive Convertible Senior Notes	8,404	7,136	7,926	6,279
Dilutive equity awards	4,295	4,710	4,244	4,414
Dilutive warrants sold in connection with the Convertible Senior Notes	4,351	2,546	3,645	1,273
Dilutive warrants assumed in an acquisition	806	1,562	985	1,621
Weighted-average shares used in calculating diluted net income per share	140,951	139,465	138,682	136,220
Weighted-average shares excluded from calculation due to anti-dilutive effect	1,480	1,558	1,325	2,453

Comprehensive Income

Total comprehensive income consisted of the following (in thousands):

	Three Months Ended		Six Months Ended	
	July 4, 2010	June 28, 2009	July 4, 2010	June 28, 2009
Net income	\$ 29,796	\$ 24,688	\$ 51,004	\$ 43,499
Unrealized gain (loss) on available-for-sale securities, net of deferred tax	(39)	965	(217)	415
Total comprehensive income	\$ 29,757	\$ 25,653	\$ 50,787	\$ 43,914

[Table of Contents](#)

2. Balance Sheet Account Details

Short-Term Investments

The following is a summary of short-term investments (in thousands):

	July 4, 2010			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Available-for-sale securities:				
Debt securities in government sponsored entities	\$ 278,989	\$ 537	\$ (62)	\$ 279,464
Corporate debt securities	233,447	1,483	(43)	234,887
U.S. treasury securities	33,694	150	(2)	33,842
Total available-for-sale securities	<u>\$ 546,130</u>	<u>\$ 2,170</u>	<u>\$ (107)</u>	<u>\$ 548,193</u>
Trading securities:				
Auction rate securities	54,900	—	(6,129)	48,771
Put option	—	6,129	—	6,129
Total trading securities	<u>54,900</u>	<u>6,129</u>	<u>(6,129)</u>	<u>54,900</u>
Total short-term investments	<u>\$ 546,437</u>	<u>\$ 8,882</u>	<u>\$ (6,425)</u>	<u>\$ 548,894</u>

Available-For-Sale Securities

As of July 4, 2010, the Company had 28 available-for-sale securities in a gross unrealized loss position, all of which had been in such position for less than twelve months. There were no unrealized losses due to credit issues for the periods presented. There were no impairments considered other-than-temporary as it is more likely than not the Company will hold the securities until maturity or a recovery of the cost basis. The following table shows the fair values and the gross unrealized losses of the Company's available-for-sale securities that were in an unrealized loss position as of July 4, 2010 and January 3, 2010 aggregated by investment category (in thousands):

	July 4, 2010		January 3, 2010	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
Debt securities in government sponsored entities	\$ 19,738	\$ (6)	\$ 73,783	\$ (102)
Corporate debt securities	25,945	(99)	26,488	(166)
U.S. treasury securities	4,121	(2)	4,471	(28)
Total	<u>\$ 49,804</u>	<u>\$ (107)</u>	<u>\$ 104,742</u>	<u>\$ (296)</u>

Realized gains and losses are determined based on the specific identification method and are reported in other income (expense), net in the condensed consolidated statements of operations. Gross realized gains and losses on sales of available-for-sale securities were immaterial for the three and six months ended July 4, 2010 and June 28, 2009.

Contractual maturities of available-for-sale securities as of July 4, 2010 were as follows (in thousands):

	Estimated Fair Value
Due within one year	\$ 224,875
After one but within five years	323,318
Total	<u>\$ 548,193</u>

[Table of Contents](#)*Trading Securities*

As of January 3, 2010, the Company's short-term investments included \$54.9 million (at cost) of auction rate securities issued primarily by municipalities and universities. The markets for auction rate securities effectively ceased when the vast majority of auctions failed in February 2008, preventing investors from selling these securities. Due to the auction failures of the auction rate securities in the marketplace and the lack of trading in the secondary market of these instruments, there was insufficient observable market information available to directly determine the fair value of the Company's auction rate securities. As a result, the value of these securities was determined using Level 3 hierarchical inputs. As of January 3, 2010, the fair value of the Company's auction rate securities was determined to be \$48.8 million.

In November 2008, the Company signed an agreement granting the Company an option to sell all of its auction rate securities at par value to UBS during the period of June 30, 2010 through July 2, 2012. To account for the option, the Company recorded a separate freestanding asset (put option) and recognized a corresponding gain in earnings during the fourth quarter of 2008. Subsequent to the initial recognition of the put option, the Company continued to recognize gains and losses in earnings approximating the changes in the fair value of the auction rate securities at each balance sheet date. At January 3, 2010, the fair value of the Company's put option was determined to be \$6.1 million. On July 1, 2010, the Company exercised its option to sell all of its remaining auction rate securities at par. From January 3, 2010 through July 1, 2010 the increase in the fair value of the auction rate securities was equal to the decrease in the fair value of the put option. As such, no gain or loss was recorded as a result of the exercise of the put option and the sale of the auction rate securities.

Changes in the fair value of the Company's auction rate securities and put option from January 3, 2010 through July 4, 2010 are as follows (in thousands):

Fair value of auction rate securities and put option as of January 3, 2010	54,900
Auction rate securities redeemed by issuer	(32,100)
Auction rate securities sold upon the exercise of put option	(22,800)
Fair value as of July 4, 2010	<u>\$ —</u>

Inventory

Inventory, net, consists of the following (in thousands):

	July 4, 2010	January 3, 2010
Raw materials	\$ 50,760	\$ 37,979
Work in process	56,338	44,663
Finished goods	12,347	10,134
Total inventory, net	<u>\$ 119,445</u>	<u>\$ 92,776</u>

Accrued Expenses and Other Current Liabilities

Accrued liabilities consist of the following (in thousands):

	July 4, 2010	January 3, 2010
Compensation	\$ 40,741	\$ 32,487
Short-term deferred revenue	37,276	27,445
Customer deposits	14,586	6,121
Reserve for product warranties	10,690	10,215
Taxes	6,010	12,109
Accrued royalties	3,204	2,552
Other	11,070	7,324
Total accrued liabilities	<u>\$ 123,577</u>	<u>\$ 98,253</u>

3. Acquisitions

Helixis, Inc.

On April 30, 2010, the Company completed the acquisition of Helixis, Inc., a company developing a high-performance, low-cost, real time polymerase chain reaction system used for nucleic acid analysis. This acquisition was not material to the Company's overall condensed consolidated financial statements. Total consideration for the acquisition at the closing date was approximately \$86.7 million, including \$70.0 million in cash (net of \$2.6 million of cash acquired) and \$14.1 million for the fair value of contingent consideration payments that may range from \$0 to \$35 million based on the achievement of certain revenue-based milestones by December 31, 2011. The operations of Helixis have been included in the Company's consolidated financial statements since the acquisition date of April 30, 2010. Pro forma results of operations have not been presented because the effects of the acquisition were not material. Under the acquisition method of accounting, the Company allocated the fair value of the total consideration transferred to the tangible and identifiable intangible assets acquired and liabilities assumed based on their estimated fair values on the date of acquisition. The fair values assigned to identifiable intangible assets acquired were based on estimates and assumptions determined by management. The Company recorded the excess consideration over the aggregate fair value of tangible and intangible assets as goodwill. Using information available at the close of the acquisition, the Company allocated approximately \$2.3 million of the consideration to tangible assets and liabilities and approximately \$28.0 million to identified intangible assets that will be amortized over a useful life of 10 years. The Company also recorded a \$2.0 million net deferred tax liability to reflect the tax impact of the identified intangible assets that will not generate tax deductible amortization expense net of the future tax benefit of acquired net operating loss carryforwards. The Company recorded the excess consideration of approximately \$58.4 million as goodwill, which is not deductible for income tax purposes. Goodwill is attributable to estimated synergies arising from the acquisition and other intangible assets that do not qualify for separate recognition.

Prior to the acquisition, the Company had an equity interest in Helixis with a cost basis of \$2.0 million that was accounted for under the cost method of accounting. The Company recognized a gain, which was included in other income, net, in its condensed consolidated statement of operations, of \$2.9 million as a result of revaluing the Company's equity interest in Helixis on the acquisition date.

Avantome, Inc.

On August 1, 2008, the Company completed the acquisition of Avantome, Inc., a development-stage company creating a low cost, long-read sequencing technology. At the time of the acquisition, the Company paid \$25.8 million in cash, including transaction costs, and recorded a charge of \$24.7 million for purchased in-process research and development (IPR&D). As part of the acquisition agreement, Illumina agreed to pay Avantome's former shareholders up to an additional \$35.0 million in contingent cash consideration based on the achievement of certain milestones. For the six months ended July 4, 2010, the Company recorded IPR&D of \$1.3 million and compensation expense of \$1.8 million associated with these milestones. Compensation expense associated with the Avantome acquisition is included in research and development in the consolidated statements of operations.

4. Warranties

The Company generally provides a one-year warranty on genotyping, gene expression and sequencing systems. Additionally, the Company provides a warranty on its consumable sales through the expiry date, which generally ranges from six to twelve months after the manufacture date. At the time revenue is recognized, the Company establishes an accrual for estimated warranty expenses based on historical experience as well as anticipated product performance. This expense is recorded as a component of cost of product revenue. Estimated warranty expenses associated with extended maintenance contracts for systems are recorded as cost of service and other revenue as incurred over the term of the maintenance contract.

Changes in the Company's reserve for product warranties from January 3, 2010 through July 4, 2010 are as follows (in thousands):

Balance as of January 3, 2010	\$ 10,215
Additions charged to cost of revenue	9,195
Repairs and replacements	(8,720)
Balance as of July 4, 2010	<u>\$ 10,690</u>

5. Convertible Senior Notes

On February 16, 2007, the Company issued \$400.0 million principal amount of 0.625% convertible senior notes due 2014. The net proceeds from the offering, after deducting the initial purchasers' discount and offering expenses, were approximately \$390.3 million. The Company will pay 0.625% interest per annum on the principal amount of the notes, payable semi-annually in arrears in cash on February 15 and August 15 of each year. The Company made an interest payment of \$1.2 million on February 15, 2010. The notes mature on February 15, 2014.

[Table of Contents](#)

The notes will be convertible into cash and, if applicable, shares of the Company's common stock, \$0.01 par value per share, based on a conversion rate, subject to adjustment, of 45.8058 shares per \$1,000 principal amount of notes (which represents a conversion price of approximately \$21.83 per share), only in the following circumstances and to the following extent: (1) during the five business-day period after any five consecutive trading-day period (the measurement period) in which the trading price per note for each day of such measurement period was less than 97% of the product of the last reported sale price of the Company's common stock and the conversion rate on each such day; (2) during any calendar quarter, if the last reported sale price of the Company's common stock for 20 or more trading days in a period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter exceeds 130% of the applicable conversion price in effect on the last trading day of the immediately preceding calendar quarter; (3) upon the occurrence of specified events; and (4) at any time on or after November 15, 2013 through the third scheduled trading day immediately preceding the maturity date. As of July 4, 2010, notes in an aggregate principal amount of \$10.0 million have been converted.

The Company entered into a hedge transaction upon issuance of the convertible senior notes with the initial purchasers and/or their affiliates (the hedge counterparties), which entitles the Company to purchase up to 18,322,320 shares of the Company's common stock at a strike price of approximately \$21.83 per share, subject to adjustment. In addition, the Company sold to these hedge counterparties warrants exercisable, on a cashless basis, for up to 18,322,320 shares of the Company's common stock at a strike price of \$31.435 per share, subject to adjustment. The cost of the hedge transaction that was not covered by the proceeds from the sale of the warrants was approximately \$46.6 million and was reflected as a reduction of additional paid-in capital. The hedge transaction is expected to reduce the potential equity dilution upon conversion of the notes to the extent the Company exercises the hedge to purchase shares from the hedge counterparties to deliver to converting noteholders. However, the warrants could have a dilutive effect on the Company's earnings per share to the extent that the price of the Company's common stock exceeds the strike price of the warrants.

The Company accounts separately for the liability and equity components of the notes in accordance with authoritative guidance for convertible debt instruments that may be settled in cash upon conversion. The guidance requires the carrying amount of the liability component to be estimated by measuring the fair value of a similar liability that does not have an associated conversion feature. As the Company was unable to find any other comparable companies in industry and size with outstanding non-convertible public debt, the Company determined that senior, unsecured corporate bonds represent a similar liability to the convertible senior notes without the conversion option. To measure the fair value of the similar liability at February 16, 2007, the Company estimated an interest rate using assumptions that market participants would use in pricing the liability component, including market interest rates, credit standing, yield curves and volatilities, all of which are defined as Level 2 Observable Inputs. The estimated interest rate of 8.27% was applied to the convertible senior notes and coupon interest using a present value technique to arrive at the fair value of the liability component. The difference between the cash proceeds associated with the convertible debt and this estimated fair value of the liability component is recorded as an equity component. We classified a portion of the equity component as temporary equity measured as the excess of a) the amount of cash that would be required to be paid upon conversion over b) the current carrying amount of the liability-classified component. The amount is reflected within conversion option subject to cash settlement in the condensed consolidated balance sheets.

As of January 3, 2010, the principal amount of the convertible senior notes was \$390.0 million and the unamortized discount was \$99.8 million resulting in a net carrying amount of the liability component of \$290.2 million. As of July 4, 2010, the principal amount of the convertible senior notes was \$390.0 million and the unamortized discount was \$89.3 million resulting in a net carrying amount of the liability component of \$300.7 million. The remaining period over which the discount on the liability component will be amortized is 3.62 years.

6. Stockholders' Equity

Stock Options

The Company's stock option activity under all stock option plans during the six months ended July 4, 2010 is as follows:

	Options	Weighted-Average Exercise Price
Outstanding at January 3, 2010	16,089,438	\$ 18.59
Granted	1,925,489	\$ 38.83
Exercised	(3,400,821)	\$ 16.27
Cancelled	(658,402)	\$ 21.80
Outstanding at July 4, 2010	<u>13,955,704</u>	\$ 21.79

[Table of Contents](#)

The aggregate intrinsic value of options outstanding and options exercisable as of July 4, 2010 was \$297.6 million and \$200.5 million, respectively. Aggregate intrinsic value represents the difference between the Company's closing stock price per share on the last trading day of the fiscal period, which was \$43.09 as of July 2, 2010, and the exercise price multiplied by the number of options outstanding. Total intrinsic value of options exercised was \$81.2 million and \$46.4 million for the six months ended July 4, 2010 and June 28, 2009, respectively.

The weighted average remaining life of options outstanding and options exercisable as of July 4, 2010 was 6.80 years and 5.87 years, respectively.

Employee Stock Purchase Plan

The price at which stock is purchased under the ESPP is equal to 85% of the fair market value of the common stock on the first or last day of the offering period, whichever is lower. Shares totaling 210,006 were issued under the ESPP during the six months ended July 4, 2010. As of July 4, 2010, there were 16,224,443 shares available for issuance under the ESPP.

Restricted Stock Units

A summary of the Company's restricted stock unit activity and related information for the six months ended July 4, 2010 is as follows:

	Restricted Stock Units (1)
Outstanding at January 3, 2010	2,508,708
Awarded	433,117
Vested	(166,340)
Cancelled	(119,810)
Outstanding at July 4, 2010	<u>2,655,675</u>

(1) Each stock unit represents the fair market value of one share of common stock.

The weighted average grant-date fair value per share for the restricted stock units was \$38.29 for the six months ended July 4, 2010.

Based on the closing price of the Company's common stock of \$43.09 on July 2, 2010, the total intrinsic value of all outstanding restricted stock units on that date was \$114.4 million.

Warrants

In conjunction with an acquisition in January 2007, the Company assumed 4,489,686 warrants. During the six months ended July 4, 2010, there were 986,982 warrants exercised, resulting in cash proceeds to the Company of approximately \$9.6 million.

A summary of all warrants outstanding as of July 4, 2010 is as follows:

Number of Shares	Exercise Price	Expiration Date
293,714	\$ 10.91	11/23/2010
802,458	\$ 10.91	1/19/2011
<u>18,322,320 (1)</u>	\$ 31.44	2/15/2014
<u>19,418,492</u>		

(1) Represents warrants sold in connection with the offering of the Company's convertible senior notes (see Note 5).

7. Legal Proceedings

From time to time, we are party to litigation and other legal proceedings in the ordinary course, and incidental to the conduct, of our business. While the results of any litigation or other legal proceedings are uncertain, management does not believe the ultimate resolution of any pending legal matters is likely to have a material adverse effect on our financial position or results of operations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

This discussion and analysis should be read in conjunction with our financial statements and accompanying notes included in this Quarterly Report on Form 10-Q and the financial statements, notes thereto and related Management's Discussion and Analysis of Financial Condition and Results of Operations for the year ended January 3, 2010 included in our Annual Report on Form 10-K. Operating results are not necessarily indicative of results that may occur in future periods.

The discussion and analysis in this Quarterly Report on Form 10-Q contains forward-looking statements that involve risks and uncertainties, such as statements of our plans, strategies, objectives, expectations, intentions, and adequacy of resources. Words such as "anticipate," "believe," "continue," "estimate," "expect," "intend," "may," "plan," "potential," "predict," "project," or similar words or phrases, or the negatives of these words, may identify forward-looking statements, but the absence of these words does not necessarily mean that a statement is not forward looking. Examples of forward-looking statements include, among others, statements regarding the integration of our acquired technologies with our existing technology, the commercial launch of new products, the entry into new business segments or markets, and the duration which our existing cash and other resources is expected to fund our operating activities.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Among the important factors that could cause actual results to differ materially from those in any forward-looking statements are (i) our ability to develop and commercialize further our BeadArray™, VeraCode®, and Solexa® technologies and to deploy new sequencing, gene expression, and genotyping products and applications for our technology platforms, (ii) our ability to manufacture robust instrumentation and reagents, and (iii) reductions in the funding levels to our primary customers, including as the result of timing and amount of funding provided by the American Recovery and Reinvestment Act of 2009, together with other factors detailed in our filings with the Securities and Exchange Commission, including our most recent filings on Forms 10-K and 10-Q, or in information disclosed in public conference calls, the date and time of which are released beforehand. We undertake no obligation, and do not intend, to update these forward-looking statements, to review or confirm analysts' expectations, or to provide interim reports or updates on the progress of the current financial quarter. Accordingly, you should not unduly rely on these forward-looking statements, which speak only as of the date of this Quarterly Report on Form 10-Q.

Business Overview

We are a leading developer, manufacturer, and marketer of integrated systems for the analysis of genetic variation and function. We provide innovative sequencing and array-based solutions for genotyping, copy number variation analysis, methylation studies, gene expression profiling, and low-multiplex analysis of DNA, RNA, and protein. Our customers include leading genomic research centers, pharmaceutical companies, academic institutions, clinical research organizations, and biotechnology companies.

We develop and commercialize sequencing technologies used to perform a range of analyses, including de novo sequencing, whole genome re-sequencing, gene expression analysis, and small RNA analysis. Our product and service offerings also include leading-edge solutions for single-nucleotide polymorphism (SNP) genotyping, copy number variation (CNV), DNA methylation studies, gene expression profiling, and low-multiplex analysis of DNA, RNA, and protein. We believe we are the only company with genome-scale technology for sequencing, genotyping, and gene expression — the three cornerstones of modern genetic analysis.

Our tools provide researchers around the world with the performance, throughput, cost effectiveness, and flexibility necessary to determine and analyze the billions of bits of genetic information needed to extract valuable medical information from advances in genomics and proteomics. We believe this information will enable researchers to correlate genetic variation and biological function, which will enhance drug discovery and clinical research, allow diseases to be detected earlier, and permit better choices of drugs for individual patients.

Our analysis presented below is organized to provide the information we believe will be useful for understanding the relevant trends going forward. However, this discussion should be read in conjunction with our consolidated financial statements and the notes thereto in Item 1 of this report.

Business Trends and Outlook

Our financial results have been, and will continue to be, impacted by several significant trends, which are described below:

Next Generation Sequencing

Strong demand for next generation sequencing applications continues to drive both sequencing instrument and consumable sales. During Q1 2010, we began customer shipments of the HiSeq 2000, our next generation sequencing instrument that allows customers to sequence whole human genomes for less than \$10,000 in reagent costs. During Q2 2010, we significantly increased our manufacturing capacity for the HiSeq 2000. Additionally, given the strong demand for the product, our goal is to increase production by nearly 50% in Q3 2010. At that point we believe that we will have the ability to meet customer demand with reasonable ship schedules.

MicroArrays

We experienced a slowdown in the sales of our microarray products during 2009 that was largely attributable to researchers reducing or suspending the initiation of new studies as they waited for rare variant content emerging from the 1000 Genomes Project, an international research effort launched in 2008 to establish the most detailed catalog of human genetic variation. Despite advances in sequencing technology, we believe microarrays remain a cheaper, faster, and more accurate technology for use when genetic content is known. The information content of specific microarrays is fixed and reproducible. As such, specific microarrays provide repeatable, standardized assays for certain subsets of nucleotide bases within the overall genome. During Q2 2010, we began shipment of the Omni 2.5, a four sample BeadChip with approximately 2.5 million markers per sample. This product includes new rare variant content from the 1000 Genomes Project. As additional new rare variant content becomes available from the 1000 Genomes Project, we plan to launch a microarray that will feature approximately 5.0 million markers per sample. The launch of this product will depend on the timing of the release of new content from the 1000 Genomes Project. We believe the launch of these microarrays will increase the demand in the microarray market relative to 2009.

American Recovery and Reinvestment Act of 2009 (the Recovery Act)

The Recovery Act was enacted in February 2009 to provide stimulus to the U.S. economy in the wake of the economic downturn. As part of the Recovery Act legislation, over \$10.0 billion in funding was provided to the National Institutes of Health (NIH) through September 2010 to support the advancement of scientific research. While it is not possible to quantify the net impact of orders resulting from the Recovery Act due to the uncertainty surrounding orders that would have been received in absence of stimulus, we believe approximately \$46.9 million in orders during the first six months of 2010 were directly related to Recovery Act grants. We believe a significant portion of the Recovery Act awards may be distributed during the remainder of 2010 and 2011, which may create a pipeline of opportunity.

Gross Margin

Our gross profit as a percentage of revenue (gross margin) increased during 2009 from the realization of cost efficiencies in manufacturing and an improved sales mix of sequencing consumables driven by growth in the installed base of our sequencing systems. During the first half of 2010, gross margins stabilized as the improved sales mix of sequencing consumables was offset by lower margins on our newer products, such as the HiSeq 2000. We expect changes in our product mix to continue to affect our gross margin in the second half of 2010. More specifically, we anticipate a decrease in gross margin as the effects of our Genome Analyzer trade-in program associated with the launch of the HiSeq 2000 are realized and newer products that are in the early stages of the value engineering process continue to represent a larger portion of our sales mix. Additionally, we expect price competition to continue in our markets causing increased variability in our gross margin.

Operating Expenses

We expect to incur increased operating expenses to support the expected growth of our business. However, we believe that revenue will grow faster than operating expenses during the second half of 2010 and as a result, we expect operating expenses as a percentage of revenue will be lower in the second half of the year compared to the first half. We believe a substantial investment in research and development is essential to remaining competitive and launching products into new markets. Accordingly, we expect our research and development expenses to increase in absolute dollars as we expand our product base. Selling, general and administrative

[Table of Contents](#)

expenses are also expected to increase in absolute dollars as we continue to expand our staff and add sales and marketing infrastructure.

Income Taxes

The provision for income taxes is dependent on the mix of earnings in tax jurisdictions with different statutory tax rates and the other factors discussed in the risk factor “We are subject to risks related to taxation in multiple jurisdictions and the possible loss of the tax deduction on our outstanding convertible notes” in Item 1A of our Annual Report on Form 10-K for the fiscal year ended January 3, 2010. For 2010 and beyond, we anticipate increased earnings in higher tax jurisdictions, which may adversely impact the provision for income taxes.

Due to the expected utilization of the majority of our net operating loss carryforwards and U.S. federal research and development tax credit carryforwards, we anticipate significant income tax payments in 2010 and beyond.

While these trends are important to understanding and evaluating our financial results, the other transactions, events, and trends discussed in “Risk Factors” in Item 1A of this report and Item 1A of our Annual Report on Form 10-K for the fiscal year ended January 3, 2010 may also materially impact our business operations and financial results.

Results of Operations

To enhance comparability, the following table sets forth our unaudited condensed consolidated statements of operations for the specified reporting periods stated as a percentage of total revenue.

	Q2 2010	Q2 2009	YTD 2010	YTD 2009
Revenue:				
Product revenue	94%	95%	92%	95%
Service and other revenue	6	5	8	5
Total revenue	100	100	100	100
Cost of revenue:				
Cost of product revenue	28	28	28	29
Cost of service and other revenue	2	2	2	2
Amortization of intangible assets	1	1	1	1
Total cost of revenue	31	31	31	32
Gross profit	69	69	69	68
Operating expenses:				
Research and development	21	20	22	20
Selling, general and administrative	25	26	26	26
Acquired in-process research and development	1	—	—	—
Total operating expenses	47	46	48	46
Income from operations	22	23	21	22
Other income (expense), net:				
Interest income	1	2	1	2
Interest expense	(3)	(4)	(3)	(4)
Other income (expense), net	2	1	1	—
Total other expense, net	—	(1)	(1)	(2)
Income before income taxes	22	22	20	20
Provision for income taxes	8	6	7	6
Net income	14%	16%	13%	14%

Our fiscal year consists of 52 or 53 weeks ending the Sunday closest to December 31, with quarters of 13 or 14 weeks ending the Sunday closest to March 31, June 30 and September 30. The three and six months ended July 4, 2010 and June 28, 2009 were both 13 and 26 weeks, respectively.

Second Quarter of 2010 Compared to Second Quarter of 2009

(in thousands)	Q2 2010	Q2 2009	Change	% Change
Product revenue	\$ 198,538	\$ 153,204	\$ 45,334	30%
Service and other revenue	13,465	8,439	5,026	60
Total revenue	\$ 212,003	\$ 161,643	\$ 50,360	31%
Total gross profit	\$ 146,091	\$ 111,158	\$ 34,933	31%
Total gross margin	68.9%	68.8%		

[Table of Contents](#)*Revenue*

Product revenue consists primarily of sales of consumables and instruments.

Consumable revenue increased \$29.2 million, or 30%, to \$125.7 million for Q2 2010 compared to \$96.5 million for Q2 2009. Microarray consumable revenue, which constituted more than half of our total consumable revenue, increased \$8.7 million primarily attributable to growth in sales of focused content, custom and methylation arrays. This increase was partially offset by lower sales of whole-genome genotyping arrays primarily attributable to a single large order in Q2 2009. Sales volume of our Infinium BeadChip products, which constituted a majority of our microarray consumable sales, increased on a per sample basis during Q2 2010 compared to Q2 2009. The average selling price per sample, however, declined due to a change in product mix primarily attributable to growth in sales of our focused content arrays coupled with lower sales of whole-genome genotyping arrays and an increase in the average number of samples per BeadChip. Revenue from sequencing consumables increased \$20.5 million due to growth in the installed base of our sequencing systems and customer labs ramping to production scale.

Revenue from the sale of instruments increased \$16.1 million, or 30%, to \$69.9 million for Q2 2010 compared to \$53.8 million for Q2 2009. The increase was due to a \$17.4 million increase in sales of our sequencing systems, which was partially offset by a \$1.3 million decrease in sales of our microarray systems. We experienced increases in both the number of units sold and average selling prices per unit for our sequencing systems during Q2 2010 compared to Q2 2009 due to increased demand for next generation sequencing systems and the launch of the HiSeq 2000 in Q1 2010.

Operating Expenses

<u>(in thousands)</u>	<u>Q2 2010</u>	<u>Q2 2009</u>	<u>Change</u>	<u>% Change</u>
Research and development	\$ 43,667	\$ 33,117	\$ 10,550	32%
Selling, general and administrative	53,671	41,939	11,732	28
Acquired in-process research and development	1,325	—	1,325	N/A
Total operating expenses	<u>\$98,663</u>	<u>\$75,056</u>	<u>\$ 23,607</u>	31%

The increase in research and development expenses was due to a \$6.6 million increase in personnel expenses associated with the growth of our business and an increase in other non-personnel expenses of \$4.0 million comprised mostly of lab and production supplies expenses.

The increase in selling, general and administrative expenses was primarily attributable to a \$7.6 million increase in personnel expenses associated with the growth of our business and an increase in outside service expenses of \$3.3 million comprised mostly of legal expenses for litigation related activities.

During Q2 2010 we recorded acquired in-process research and development charges of \$1.3 million related to milestone payments made to the former shareholders of Avantome, Inc.

Other Income (Expense), Net

<u>(in thousands)</u>	<u>Q2 2010</u>	<u>Q2 2009</u>	<u>Change</u>	<u>% Change</u>
Interest income	\$ 1,751	\$ 2,576	\$ (825)	(32)%
Interest expense	(6,134)	(5,713)	(421)	7
Other income, net	3,481	2,058	1,423	69
Total other expense, net	<u>\$ (902)</u>	<u>\$ (1,079)</u>	<u>\$ 177</u>	(16)%

Total other expense, net, decreased \$0.2 million due to a \$1.4 million increase in other income, net, which was partially offset by a \$0.8 million decrease in interest income and a \$0.4 million increase in interest expense. The increase in other income, net, was due to a \$2.9 million gain recognized on the acquisition of Helixis, Inc., which represented the difference between the carrying value of our

[Table of Contents](#)

cost method investment in Helix prior to acquisition and the fair value of that investment at the time of acquisition. These positive changes were partially offset by a \$1.5 million decrease in net foreign currency transaction gains.

Provision for Income Taxes

<u>(in thousands)</u>	<u>Q2 2010</u>	<u>Q2 2009</u>	<u>Change</u>	<u>% Change</u>
Income before income taxes	\$46,526	\$ 35,023	\$ 11,503	33%
Provision for income taxes	\$ 16,730	\$ 10,335	\$ 6,395	62%
Effective tax rate	36.0%	29.5%		

The increase in the effective tax rate was primarily attributable to the expiration of the federal research and development credit on December 31, 2009, which has not yet passed for fiscal 2010. We expect this measure to be passed and retroactively applied during the current year. Increased earnings in higher tax jurisdictions also contributed to the increase in the effective tax rate.

First Six Months of 2010 Compared to First Six Months of 2009

<u>(in thousands)</u>	<u>YTD 2010</u>	<u>YTD 2009</u>	<u>Change</u>	<u>% Change</u>
Product revenue	\$ 372,217	\$ 309,403	\$ 62,814	20%
Service and other revenue	31,917	17,997	13,920	77
Total revenue	\$ 404,134	\$ 327,400	\$ 76,734	23%
Total gross profit	\$278,269	\$221,223	\$ 57,046	26%
Total gross margin	68.9%	67.6%		

Revenue

Product revenue consists primarily of sales of consumables and instruments.

Consumable revenue increased \$40.1 million, or 20%, to \$239.8 million for the first six months of 2010 compared to \$199.7 million for the first six months of 2009. Microarray consumable revenue, which constituted more than half of our total consumable revenue, was relatively flat for the first six months of 2010 as compared to the first six months of 2009. Sales volume of our Infinium BeadChip products, which constituted a majority of our microarray consumable sales, increased on a sample basis during the first six months of 2010 compared to the first six months of 2009. The average selling price per sample, however, declined due to a change in product mix primarily attributable to growth in sales of our focused content arrays coupled with lower sales of whole-genome genotyping arrays and an increase in the average number of samples per BeadChip. Revenue from sequencing consumables increased \$40.8 million due to growth in the installed base of our sequencing systems and customer labs ramping to production scale.

Revenue from the sale of instruments increased \$22.9 million, or 22%, to \$127.2 million for the first six months of 2010 compared to \$104.3 million for the first six months of 2009 primarily due to an increase in sales of our sequencing systems. We experienced increases in both the number of units sold and average selling prices per unit for our sequencing systems during the first six months of 2010 compared to the first six months of 2009. The increase in units sold was due to increased demand for next generation sequencing systems. The increase in average selling prices was primarily attributable to the product transition from the Genome Analyzer II to the Genome Analyzer IIx in Q2 2009 and the launch of the HiSeq 2000 in Q1 2010.

Gross Margin

The increase in gross margin was primarily attributable to improved margins on sequencing consumables coupled with an increased mix of sequencing consumables due to the growth in the installed base of our sequencing systems and customer labs ramping to production scale.

Operating Expenses

<u>(in thousands)</u>	<u>YTD 2010</u>	<u>YTD 2009</u>	<u>Change</u>	<u>% Change</u>
Research and development	\$ 87,343	\$ 65,843	\$ 21,500	33%
Selling, general and administrative	103,950	84,770	19,180	23
Acquired in-process research and development	1,325	—	1,325	N/A
Total operating expenses	\$192,618	\$150,613	\$ 42,005	28%

[Table of Contents](#)

The increase in research and development expenses was due to a \$13.5 million increase in personnel expenses associated with the growth of our business and an increase in other non-personnel expenses of \$8.0 million comprised mostly of lab and production supplies expenses.

The increase in selling, general and administrative expenses was primarily attributable to a \$15.5 million increase in personnel expenses associated with the growth of our business and an increase in outside service expenses of \$3.8 million comprised mostly of legal expenses for litigation related activities.

During Q2 2010 we recorded acquired in-process research and development charges of \$1.3 million related to milestone payments made to the former shareholders of Avantome, Inc.

Other Income (Expense), Net

<u>(in thousands)</u>	<u>YTD 2010</u>	<u>YTD 2009</u>	<u>Change</u>	<u>% Change</u>
Interest income	\$ 3,955	\$ 5,492	\$ (1,537)	(28)%
Interest expense	(12,089)	(11,397)	(692)	(6)
Other income (expense), net	2,369	(331)	2,700	(816)
Total other expense, net	<u>\$ (5,765)</u>	<u>\$ (6,236)</u>	<u>\$ 471</u>	(8)%

Total other expense, net, decreased \$0.5 million due to a \$2.7 million increase in other income, net, which was partially offset by a \$1.5 million decrease in interest income and a \$0.7 million increase in interest expense. The increase in other income, net, was due to a \$2.9 million gain recognized on the acquisition of Helixis, Inc., which represented the difference between the carrying value of our cost method investment in Helixis prior to acquisition and the fair value of that investment at the time of acquisition, and a \$0.6 million decrease in net foreign currency transaction losses. These increases were partially offset by a gain of \$0.8 million on the extinguishment of debt recorded during the first Q1 2009. There was no similar gain recognized during the first six months of 2010.

Provision for Income Taxes

<u>(in thousands)</u>	<u>YTD 2010</u>	<u>YTD 2009</u>	<u>Change</u>	<u>% Change</u>
Income before income taxes	\$79,886	\$ 64,374	\$ 15,512	24%
Provision for income taxes	\$ 28,882	\$ 20,875	\$ 8,007	38%
Effective tax rate	36.2%	32.4%		

The increase in the effective tax rate was primarily attributable to the expiration of the federal research and development credit on December 31, 2009, which has not yet passed for fiscal 2010. We expect this measure to be passed and retroactively applied during the current year. Increased earnings in higher tax jurisdictions also contributed to the increase in the effective tax rate.

Liquidity and Capital Resources

Cash flow summary

<u>(in thousands)</u>	<u>YTD 2010</u>	<u>YTD 2009</u>
Net cash provided by operating activities	\$ 130,323	\$ 90,117
Net cash used in investing activities	(119,666)	(113,128)
Net cash provided by financing activities	77,522	46,946
Effect of exchange rate changes on cash and cash equivalents	4,375	1,138
Net increase in cash and cash equivalents	<u>\$ 92,554</u>	<u>\$ 25,073</u>

Operating Activities

Cash provided by operating activities for the first six months of 2010 consists of net income of \$51.0 million plus net non-cash adjustments of \$61.5 million and a \$17.8 million decrease in net operating assets. The primary non-cash expenses added back to net income included share based compensation of \$33.8 million and depreciation and amortization expense related to property and equipment, intangibles and the debt discount on our convertible notes totaling \$29.5 million.

[Table of Contents](#)

Investing Activities

Cash used in investing activities totaled \$119.7 million for the first six months of 2010. During the first six months of 2010, we:

- purchased and sold available-for-sale securities totaling \$313.0 million and \$256.0 million, respectively;
- sold trading securities totaling \$54.9 million;
- paid net cash of \$65.1 million to acquire Helixis, Inc. and \$10 million for additional purchase consideration associated with the acquisition of Avantome, Inc. completed in August 2008;
- purchased strategic investments totaling \$17.7 million; and
- used \$22.9 million for capital expenditures primarily associated with the purchase of manufacturing equipment and infrastructure for additional production capacity and rental and loaner instruments.

Financing Activities

Cash provided by financing activities totaled \$77.5 million for the first six months of 2010. We received \$69.5 million in proceeds from the exercise of stock options and warrants and the sale of shares under our Employee Stock Purchase Plan.

Liquidity

We manage our business to maximize operating cash flows as the primary source of our liquidity. Our ability to generate cash from operations provides us with the financial flexibility we need to meet operating, investing and financing needs. Historically, we have issued debt and equity securities to finance our requirements to the extent that cash provided by operating activities was not sufficient to fund our needs. We may require additional funding in the future and our failure to raise capital on acceptable terms, when needed, could have a material adverse effect on our business.

At July 4, 2010, we had approximately \$785.4 million in cash and short-term investments. Short-term investments include marketable securities consisting of debt securities in government sponsored entities, corporate debt securities, and U.S treasury notes. We do not hold securities backed by mortgages.

On February 16, 2007, the Company issued \$400.0 million principal amount of 0.625% convertible senior notes that mature February 15, 2014. The Company pays 0.625% interest per annum on the principal amount of the notes, payable semi-annually in arrears in cash on February 15 and August 15 of each year. The notes are convertible into cash and, if applicable, shares of our common stock under certain circumstances as described in Note 5 of Notes to Consolidated Financial Statements. As of July 4, 2010, the principal amount of the notes was \$390.0 million due to the conversion of \$10.0 million of the notes during the first quarter of 2009.

Our primary short-term needs for capital, which are subject to change, include expenditures related to:

- potential strategic acquisitions and investments;
- support of our commercialization efforts related to our current and future products, including expansion of our direct sales force and field support resources both in the United States and abroad;
- the repurchase of our outstanding common stock;
- the continued advancement of research and development efforts;
- the acquisition of equipment and other fixed assets for use in our current and future manufacturing and research and development facilities; and
- the expansion needs of our facilities, including costs of leasing additional facilities.

We expect that our product revenue and the resulting operating income, as well as the status of each of our new product development programs, will significantly impact our cash management decisions.

We anticipate that our current cash and cash equivalents and income from operations will be sufficient to fund our operating needs for at least the next 12 months, barring unforeseen circumstances. Operating needs include the planned costs to operate our business, including amounts required to fund working capital and capital expenditures. At the present time, we have no material commitments

[Table of Contents](#)

for capital expenditures. Our future capital requirements and the adequacy of our available funds will depend on many factors, including:

- our ability to successfully commercialize and further develop our technologies and create innovative products in our markets;
- scientific progress in our research and development programs and the magnitude of those programs;
- competing technological and market developments; and
- the need to enter into collaborations with other companies or acquire other companies or technologies to enhance or complement our product and service offerings.

Off-Balance Sheet Arrangements

There were no substantial changes to our off-balance sheet arrangements or contractual commitments in the first six months of 2010 when compared to the disclosures in Item 7 of our Annual Report on Form 10-K for the fiscal year ended January 3, 2010.

Critical Accounting Policies and Estimates

There were no material changes to our critical accounting policies and estimates during the first six months of 2010. For further information on our critical accounting policies and estimates, refer to our Annual Report on Form 10-K for the fiscal year ended January 3, 2010.

Recent Accounting Pronouncements

There were no accounting pronouncements adopted by the Company or issued during the first six months of 2010 that had a material effect on the Company's condensed consolidated financial statements or that are reasonably certain to have a material impact on the condensed consolidated financial statements in future periods.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There were no substantial changes to our market risks in the first six months of 2010, when compared to the disclosures in Item 7A of our Annual Report on Form 10-K for the fiscal year ended January 3, 2010.

Item 4. Controls and Procedures.

We design our internal controls to provide reasonable assurance that (1) our transactions are properly authorized; (2) our assets are safeguarded against unauthorized or improper use; and (3) our transactions are properly recorded and reported in conformity with GAAP. We also maintain internal controls and procedures to ensure that we comply with applicable laws and our established financial policies.

We have carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act), as of July 4, 2010. Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of July 4, 2010, our disclosure controls and procedures are effective to provide reasonable assurance that (a) the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and (b) such information is accumulated and communicated to our management, including our principal executive officer and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management have concluded that the disclosure controls and procedures are effective at the reasonable assurance level. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected.

[Table of Contents](#)

An evaluation was also performed under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of any change in our internal control over financial reporting that occurred during the first quarter of 2010 and that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. That evaluation did not identify any such change.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we are party to litigation and other legal proceedings in the ordinary course, and incidental to the conduct, of our business. While the results of any litigation or other legal proceedings are uncertain, management does not believe the ultimate resolution of any pending legal matters is likely to have a material adverse effect on our financial position or results of operations.

ITEM 1A. Risk Factors.

Our business is subject to various risks, including those described in Item 1A of our Annual Report on Form 10-K for the fiscal year ended January 3, 2010, which we strongly encourage you to review. There have been no material changes from the risk factors disclosed in Item 1A of our Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. (Removed and Reserved).

Item 5. Other Information.

None.

Item 6. Exhibits.

Exhibit Number	Description of Document
10.1	2005 Stock and Incentive Plan, as amended and restated through April 22, 2010.
31.1	Certification of Jay T. Flatley pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Christian O. Henry pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Jay T. Flatley pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Christian O. Henry pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

SIGNATURES

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

Illumina, Inc.
(registrant)

Date: August 4, 2010

/s/ CHRISTIAN O. HENRY
Christian O. Henry
Senior Vice President and Chief Financial Officer

ILLUMINA, INC.

AMENDED AND RESTATED 2005 STOCK AND INCENTIVE PLAN
(as of April 22, 2010)

1. *Purposes of the Plan.* The purposes of this 2005 Stock and Incentive Plan are to attract and retain the best available personnel for positions of substantial responsibility, to provide additional incentive to Service Providers, and to promote the success of the Company's business. Options granted under the Plan may be Incentive Stock Options or Nonstatutory Stock Options, as determined by the Administrator at the time of grant. Stock Awards (including Stock Grants, Stock Units and Stock Appreciation Rights) and Cash Awards may also be granted under the Plan.

2. *Definitions.* As used herein, the following definitions shall apply:

- (a) "*Administrator*" means the Board or any of its Committees as shall be administering the Plan, in accordance with Section 4 hereof.
- (b) "*Applicable Laws*" means the requirements relating to the administration of stock option and restricted stock plans, the grant of options and the issuance of shares under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any Nasdaq National Market, stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any other country or jurisdiction where Options or Awards are granted under the Plan, as such laws, rules, regulations and requirements shall be in place from time to time.
- (c) "*Award*" means an Option, a Stock Award or a Cash Award granted in accordance with the terms of the Plan.
- (d) "*Award Agreement*" means a Stock Award Agreement, Cash Award Agreement and/or Option Agreement, which may be in written or electronic format, in such form and with such terms and conditions as may be specified by the Administrator, evidencing the terms and conditions of an individual Award. Each Award Agreement is subject to the terms and conditions of the Plan.
- (e) "*Board*" means the Board of Directors of the Company.
- (f) "*Cash Award*" means a bonus opportunity awarded under Section 15 pursuant to which a Participant may become entitled to receive an amount based on the satisfaction of such performance criteria as are specified in the agreement or other documents evidencing the Award (the "*Cash Award Agreement*").
- (g) "*Code*" means the Internal Revenue Code of 1986, as amended.

- (h) “*Committee*” means a committee of Directors appointed by the Board in accordance with Section 4 hereof.
- (i) “*Common Stock*” means the common stock of the Company.
- (j) “*Company*” means Illumina, Inc., a Delaware corporation.
- (k) “*Consultant*” means any natural person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.
- (l) “*Corporate Transaction*” means any of the following, unless the Administrator provides otherwise:
 - (i) any merger or consolidation in which the Company shall not be the surviving entity (or survives only as a subsidiary of another entity whose stockholders did not own all or substantially all of the Common Stock in substantially the same proportions as immediately prior to such transaction),
 - (ii) the sale of all or substantially all of the Company’s assets to any other person or entity (other than a wholly-owned subsidiary),
 - (iii) the acquisition of beneficial ownership of a controlling interest (including, without limitation, power to vote) in the outstanding shares of Common Stock by any person or entity (including a “group” as defined by or under Section 13(d)(3) of the Exchange Act),
 - (iv) a contested election of Directors, as a result of which or in connection with which the persons who were Directors before such election or their nominees (the “*Incumbent Directors*”) cease to constitute a majority of the Board; provided, however, that if the election, or nomination for election by the Company’s stockholders, of any new Director was approved by a vote of at least fifty percent (50%) of the Incumbent Directors, such new Director shall be considered as an Incumbent Director, or
 - (v) any other event specified by the Board or a Committee, regardless of whether at the time an Award is granted or thereafter.
- (m) “*Director*” means a member of the Board.
- (n) “*Disability*” means total and permanent disability as defined in Section 21 (e)(3) of the Code.
- (o) “*Effective Date*” means the date on which the Company’s stockholders approve the Plan.

- (p) “*Employee*” means any person, including Officers and Inside Directors, employed by the Company or any Parent or Subsidiary of the Company. An Employee shall not be deemed to cease Employee status by reason of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, any Subsidiary, or any successor. For purposes of Incentive Stock Options, no such leave may exceed ninety days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three (3) months following the 91st day of such leave any Incentive Stock Option held by the Optionee shall cease to be treated as an Incentive Stock Option and shall be treated for tax purposes as a Nonstatutory Stock Option. Neither service as Director nor payment of a director’s fee by the Company shall be sufficient to constitute “employment” by the Company.
- (q) “*Exchange Act*” means the Securities Exchange Act of 1934, as amended.
- (r) “*Fair Market Value*” means, as of any date, the value of a Share determined as follows:
- (i) if the Common Stock is listed on any established stock exchange or traded on a national market system, including without limitation the Nasdaq National Market or the Nasdaq SmallCap Market of The Nasdaq Stock Market, the Fair Market Value of a Share shall be the closing selling price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable;
 - (ii) if the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share shall be the mean between the high bid and low asked prices for the Common Stock on the day of determination, as reported in The Wall Street Journal or such other source as the Administrator deems reliable; or
 - (iii) in the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Administrator.
- (s) “*Incentive Stock Option*” means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder and as designated in the applicable Option Agreement.
- (t) “*Inside Director*” means a Director who is an Employee.

- (u) “*Nonstatutory Stock Option*” means an Option not intended to qualify as an Incentive Stock Option and/or as designated in the applicable Option Agreement.
- (v) “*Notice of Grant*” means a written or electronic notice evidencing certain terms and conditions of an individual Option grant. The Notice of Grant is part of the Option Agreement.
- (w) “*Officer*” means a person who is an executive officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.
- (x) “*Option*” means a stock option granted pursuant to the Plan.
- (y) “*Option Agreement*” means an agreement between the Company and an Optionee evidencing the terms and conditions of an individual Option grant. The Option Agreement is subject to the terms and conditions of the Plan.
- (z) “*Optioned Shares*” means the Shares subject to an Option.
- (aa) “*Optionee*” means the holder of an outstanding Option granted under the Plan.
- (bb) “*Outside Director*” means a Director who is not an Employee.
- (cc) “*Parent*” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code or any successor provision.
- (dd) “*Participant*” means any holder of one or more Options, Stock Awards or Cash Awards, or the Shares issuable or issued upon exercise of such Awards, under the Plan.
- (ee) “*Plan*” means this 2005 Stock and Incentive Plan.
- (ff) “*Predecessor Plan*” means the Illumina, Inc. 2000 Stock Plan, as amended.
- (gg) “*Qualifying Performance Criteria*” means any one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either the Company as a whole or to a business unit, Parent, Subsidiary or business segment, either individually, alternatively or in any combination, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to previous years’ results or to a designated comparison group, in each case as specified by the Committee in the Award: (i) cash flow; (ii) earnings (including gross margin, earnings before interest and taxes, earnings before taxes, and net earnings); (iii)

earnings per share; (iv) growth in earnings or earnings per share; (v) stock price; (vi) return on equity or average stockholders' equity; (vii) total stockholder return; (viii) return on capital; (ix) return on assets or net assets; (x) return on investment; (xi) revenue; (xii) income or net income; (xiii) operating income or net operating income; (xiv) operating profit or net operating profit; (xv) operating margin; (xvi) return on operating revenue; (xvii) market share; (xviii) contract awards or backlog; (xix) overhead or other expense reduction; (xx) growth in stockholder value relative to the moving average of the S&P 500 Index or a peer group index; (xxi) credit rating; (xxii) strategic plan development and implementation (including individual performance objectives that relate to achievement of the Company's or any business unit's strategic plan); (xxiii) improvement in workforce diversity, and (xxiv) any other similar criteria as may be determined by the Administrator. The Committee may appropriately adjust any evaluation of performance under a Qualifying Performance Criteria to exclude any of the following events that occurs during a performance period: (A) asset write-downs; (B) litigation or claim judgments or settlements; (C) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results; (D) accruals for reorganization and restructuring programs; and (E) any gains or losses classified as extraordinary or as discontinued operations in the Company's financial statements.

- (hh) "*Rule 16b-3*" means Rule 16b-3 of the Exchange Act, as the same may be amended from time to time, or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.
- (ii) "*Service Provider*" means (i) an individual rendering services to the Company or any Parent or Subsidiary of the Company in the capacity of an Employee or Consultant or (ii) an individual serving as a Director.
- (jj) "*Share*" means a share of the Common Stock, as adjusted in accordance with Section 17 hereof.
- (kk) "*Stock Appreciation Right*" means a right to receive cash and/or Shares based on a change in the Fair Market Value of a specific number of Shares granted under Section 14.
- (ll) "*Stock Award*" means a Stock Grant, a Stock Unit or a Stock Appreciation Right granted under Sections 13 or 14 below or other similar awards granted under the Plan (including phantom stock rights).
- (mm) "*Stock Award Agreement*" means a written agreement, the form(s) of which shall be approved from time to time by the Administrator, between the Company and a holder of a Stock Award evidencing the terms and conditions of an individual Stock Award grant. Each Stock Award Agreement shall be subject to the terms and conditions of the Plan.

- (nn) “*Stock Grant*” means the award of a certain number of Shares granted under Section 13 below.
- (oo) “*Stock Unit*” means a bookkeeping entry representing an amount equivalent to the Fair Market Value of one Share, payable in cash, property or Shares. Stock Units represent an unfunded and unsecured obligation of the Company, except as otherwise explicitly provided for by the Administrator.
- (pp) “*Subsidiary*” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code, or any successor provision.
- (qq) “*Withholding Taxes*” means the federal, state and local income and employment withholding taxes, or any other taxes required to be withheld, to which the holder of an Award may be subject in connection with the grant, exercise, or vesting of an Award or the issuance or transfer of Shares issued or issuable pursuant to an Award.

3. *Stock Subject to the Plan.*

- (a) Subject to the provisions of Section 17 hereof, the maximum aggregate number of Shares that may be issued and sold under the Plan is 11,542,358 Shares. This maximum number of Shares reserved and available for issuance under the Plan consists of Shares reserved for issuance under the Predecessor Plan that as of May 2, 2005 were either (i) available for grant pursuant to awards that may be made under the Predecessor Plan or (ii) subject to outstanding options granted under the Predecessor Plan which Shares might be returned to the Predecessor Plan but such Shares shall become available for issuance hereunder only if and to the extent the options granted under the Predecessor Plan to which they are subject terminate or expire or become unexercisable for any reason without having been exercised in full.
- (b) An annual increase in the number of Shares reserved for issuance hereunder shall automatically occur on the first day of each fiscal year of the Company, beginning with fiscal year 2006 and ending with fiscal year 2010, equal to the lesser of (i) 1,200,000 Shares (subject to adjustment under Section 17), (ii) 5% of the outstanding Shares as of the last day of the immediately preceding fiscal year or (iii) a number of Shares determined by the Board. The Shares may be authorized, but unissued, or reacquired Shares, including Shares repurchased by the Company on the open market.
- (c) If an outstanding Award expires or terminates for any reason prior to exercise in full, or without the Shares subject thereto having been issued in full, the unpurchased or unissued Shares which were subject thereto shall

become available for future grant or sale under the Plan (unless the Plan has terminated); *provided, however*, that Shares that have actually been issued under the Plan pursuant to an Award shall not be returned to the Plan and shall not become available for future distribution under the Plan, except that if unvested Shares are repurchased by the Company at their original purchase price or otherwise forfeited to the Company in connection with termination of a Participant's status as a Service Provider, such Shares shall become available for future grant under the Plan. Should the exercise or purchase price of an Award under the Plan be paid with Shares (including by withholding Shares from the Award) or should Shares otherwise issuable under the Plan be withheld by the Company in satisfaction of the Withholding Taxes incurred in connection with the exercise, purchase or issuance of Shares under an Award, then the number of Shares available for issuance under the Plan shall be reduced by the gross number of Shares issued in connection with the Award, and not by the net number of Shares issued to the holder of such Award.

4. *Administration of the Plan.*

(a) *Procedure.*

- (i) *Multiple Administrative Bodies.* Different Committees with respect to different groups of Service Providers may administer the Plan.
- (ii) *Section 162(m).* To the extent that the Administrator determines it to be desirable to qualify Awards granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan shall be administered by a Committee of two or more "outside directors" within the meaning of Section 162(m) of the Code.
- (iii) *Rule 16b-3.* To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder shall be structured to satisfy the requirements for exemption under Rule 16b-3.
- (iv) *Other Administration.* Other than as provided above, the Plan shall be administered by (A) the Board, (B) a Committee, which committee shall be constituted to satisfy Applicable Laws or (C) subject to the Applicable Laws, one or more officers of the Company to whom the Board or Committee has delegated the power to grant Awards to persons eligible to receive Awards under the Plan provided such grantees may not be officers or Directors.

(b) *Powers of the Administrator.* Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the

Board to such Committee, the Administrator shall have the authority, in its discretion:

(A) to determine the Fair Market Value of the Common Stock in accordance with Section 2(r) of the Plan;

(B) to select the Service Providers to whom Awards may be granted hereunder;

(C) to determine the number of Shares or amount of cash to be covered by each Award granted hereunder;

(D) to approve forms of Award Agreements for use under the Plan;

(E) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder, which terms and conditions include, but are not limited to, the exercise price and/or purchase price (if applicable), the time or times when Awards may be exercised (which may be based on performance criteria), the vesting schedule, any vesting and/or exercisability acceleration or waiver of forfeiture restrictions, the acceptable forms of consideration, the term and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator, in its sole discretion, shall determine and may be established at the time an Award is granted or thereafter;

(F) to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

(G) to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;

(H) to modify or amend each Award (subject to Section 19 hereof), including the discretionary authority to extend the post-termination exercisability or purchase period of Awards longer than is originally provided for in the Award Agreement;

(I) to allow Participants to satisfy Withholding Tax obligations by electing to have the Company withhold from the Shares to be issued upon exercise or settlement of an Award that number of Shares having a Fair Market Value equal to the minimum amount required to be withheld. The Fair Market Value of the Shares to be withheld shall be determined on the date that the amount of Withholding Tax is to be determined. All elections

by a Participant to have Shares withheld for this purpose shall be made in such form and under such conditions as the Administrator may deem necessary or advisable;

(J) to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

(K) to make all other determinations deemed necessary or advisable for administering the Plan.

(c) *Effect of Administrator's Decision.* The Administrator's decisions, determinations and interpretations shall be final and binding on all Participants and any other holders of Options, Stock Awards, Cash Awards or Shares issued under the Plan.

5. *Eligibility.* Nonstatutory Stock Options and Stock Awards may be granted to Service Providers. Incentive Stock Options and Cash Awards may be granted only to Employees.

6. *Limitations.*

- (a) Each Option shall be designated in the Option Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding designation as an Incentive Stock Option, no installment under such an Option shall qualify for favorable tax treatment as an Incentive Stock Option if (and to the extent) the aggregate Fair Market Value of the Shares (determined at the date of grant) for which such installment first becomes exercisable hereunder would, when added to the aggregate value (determined as of the respective date or dates of grant) of the Shares or other securities for which such Option or any other Incentive Stock Options granted to Optionee prior to the date of grant (whether under the Plan or any other plan of the Company or any Parent or Subsidiary of the Company) first become exercisable during the same calendar year, exceed One Hundred Thousand Dollars (\$100,000) in the aggregate. Should such One Hundred Thousand Dollar (\$100,000) limitation be exceeded in any calendar year, the Option shall nevertheless become exercisable for the excess Optioned Shares in such calendar year as a Nonstatutory Stock Option. For purposes of this Section 6(a), Incentive Stock Options shall be taken into account in the order in which they were granted.
- (b) Neither the Plan nor any Award shall confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor shall they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause.

(c) The following limitations shall apply to grants of Options and Stock Awards:

- (i) No Service Provider shall be granted, in any fiscal year of the Company, Awards covering more than 500,000 Shares, subject to adjustment as provided in Section 17 below.
- (ii) However, in connection with his or her commencement of Service Provider status, an individual may be granted Awards covering up to an additional 1,000,000 Shares during the fiscal year in which such commencement occurs, which shall not count against the limit set forth in subsection (i) above and subject to adjustment as provided in Section 17 below.

7. *Term of Plan.* The Plan shall become effective on the Effective Date. Unless the Plan is terminated earlier pursuant to Section 19 hereof, the Plan shall terminate upon the earliest to occur of (a) June 28, 2015, (b) the date on which all Shares available for issuance under the Plan shall have been issued as fully vested Shares or (c) the termination of all outstanding Awards in connection with a dissolution or liquidation pursuant to Section 17(b) hereof or a Corporate Transaction pursuant to Section 17(c) hereof. Should the Plan terminate on June 28, 2015, then all Awards outstanding at that time shall continue to have force and effect in accordance with the provisions of the applicable Award Agreement.

8. *Term of Option.* The term of each Option shall be stated in the Option Agreement; provided, however, that the term shall be no more than ten (10) years from the date of grant or such shorter term as may be provided in the Option Agreement. Moreover, in the case of an Incentive Stock Option granted to an Optionee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option shall be five (5) years from the date of grant or such shorter term as may be provided in the Option Agreement.

9. *Option Exercise Price and Consideration.*

- (a) *Exercise Price.* The per Share exercise price for the Shares to be issued pursuant to exercise of an Option shall be determined by the Administrator, subject to the following:
 - (i) In the case of an Incentive Stock Option
 - (A) granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price shall be no less than 110% of the Fair Market Value per Share on the date of grant.

(B) granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price shall be no less than 100% of the Fair Market Value per Share on the date of grant.

- (ii) In the case of a Nonstatutory Stock Option, the per Share exercise price shall be no less than 100% of the Fair Market Value per Share on the date of grant.
- (b) *Waiting Period and Exercise Dates.* At the time an Option is granted, the Administrator shall fix the period within which the Option may be exercised and shall determine any conditions (including any vesting conditions) that must be satisfied before the Option may be exercised.
- (c) *Form of Consideration.* The Administrator shall determine the acceptable form of consideration for exercising an Option, including the method of payment. Such consideration may consist entirely of:
 - (i) cash;
 - (ii) check;
 - (iii) other Shares which, in the case of Shares acquired directly or indirectly from the Company, (A) have been owned by the Optionee for more than six (6) months on the date of surrender (if it is required to eliminate or reduce accounting charges incurred by the Company in connection with the Option, or such other period (if any) required to so eliminate or reduce such charges), and (B) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Option shall be exercised;
 - (iv) consideration received through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable instructions to (A) a Company-designated brokerage firm to effect the immediate sale of the purchased Shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased Shares plus all Withholding Taxes required to be withheld by the Company by reason of such exercise and (B) the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale;
 - (v) a reduction in the amount of any Company liability to the Optionee, including any liability attributable to the Optionee's participation in any Company-sponsored deferred compensation program or arrangement;

- (vi) any combination of the foregoing methods of payment; or
 - (vii) such other consideration and method of payment for the issuance of Optioned Shares as determined by the Administrator and to the extent permitted by Applicable Laws.
- (d) *No Option Repricings*. Other than in connection with a change in the Company's capitalization (as described in Section 17(a) of the Plan), the exercise price of an Option may not be reduced without stockholder approval.

10. *Exercise of Option.*

- (a) *Procedure for Exercise; Rights as a Stockholder.*
 - (i) Any Option granted hereunder shall be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Option Agreement. Unless the Administrator provides otherwise, vesting of Options granted hereunder shall be suspended during any unpaid leave of absence. An Option may not be exercised for a fraction of a Share.
 - (ii) An Option shall be deemed exercised when the Company receives: (A) written or electronic notice of exercise (in accordance with the Option Agreement) from the person entitled to exercise the Option, and (B) full payment for the Optioned Shares with respect to which the Option is exercised and (C) satisfaction of any Withholding Taxes. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Plan and shall be set forth in the Option Agreement. Shares issued upon exercise of an Option shall be issued in the name of the Optionee or, if requested by the Optionee, in the name of the Optionee and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Optioned Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 17 hereof.
 - (iii) Exercising an Option in any manner shall decrease the number of Optioned Shares thereafter available, both for purposes of the Plan

and for sale under the Option, by the number of Shares as to which the Option is exercised.

- (b) *Termination of Relationship as a Service Provider.* If an Optionee ceases to be a Service Provider, other than upon the Optionee's death or Disability, such Optionee may exercise his or her Option for a period of three (3) months measured from the date of termination, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement); *provided, however,* that, unless otherwise provided by the Administrator in the Option Agreement, any Officer or Outside Director (as of the date of termination) may exercise his or her Option for a period of twelve (12) months measured from the date of termination, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of the Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Option shall immediately terminate as to all the Optioned Shares covered by the unvested portion of the Option, and those Optioned Shares shall revert immediately to the Plan. To the extent the Optionee does not, within the post-termination time period determined pursuant to this Section 10(b), exercise the Option for the Optioned Shares in which Optionee is vested at the time of such termination of Service Provider status, the Option shall terminate with respect to those vested Optioned Shares at the end of such period, and those Optioned Shares shall revert to the Plan.
- (c) *Disability of Optionee.* If an Optionee ceases to be a Service Provider as a result of the Optionee's Disability, the Optionee may exercise his or her Option within twelve (12) months of termination, or such longer period of time as specified in the Option Agreement, to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement). If, on the date of termination, the Optionee is not vested as to his or her entire Option, the Option shall immediately terminate as to the Optioned Shares covered by the unvested portion of the Option, and those Optioned Shares shall revert immediately to the Plan. To the extent the Optionee does not, within the post-termination time period determined pursuant to this Section 10(c), exercise the Option for the Optioned Shares in which Optionee is vested at the time of such termination of Service Provider status, the Option shall terminate with respect to those vested Optioned Shares at the end of such period, and those Optioned Shares shall revert to the Plan.
- (d) *Death of Optionee.* If an Optionee dies while a Service Provider, the Option may be exercised within twelve (12) months following Optionee's

death, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of death (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Optionee's designated beneficiary, provided such beneficiary has been designated prior to Optionee's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Optionee, then such Option may be exercised by the personal representative of the Optionee's estate or by the person(s) to whom the Option is transferred pursuant to the Optionee's will or in accordance with the laws of descent and distribution. If, at the time of death, the Optionee is not vested as to his or her entire Option, the Option shall immediately terminate as to the Optioned Shares covered by the unvested portion of the Option, and those Optioned Shares shall immediately revert to the Plan. To the extent the Option is not, within the post-termination time period determined pursuant to this Section 10(d), exercised for the Optioned Shares in which Optionee is vested at the time of such termination of Service Provider status, the Option shall terminate with respect to those vested Optioned Shares, and those Optioned Shares shall revert to the Plan.

11. *Awards to Outside Directors.* Outside Directors shall automatically be granted Options and/or Stock Units as determined by the Board in accordance with the following provisions:

- (a) The number of Shares subject to each Option or Stock Unit granted pursuant to this Section 11, or the formula pursuant to which such number shall be determined, the date of grant, and the vesting, expiration, and other terms applicable to such Option or Stock Unit shall be specified from time to time by the Board, subject to the terms of this Plan.
- (b) All Options granted pursuant to this Section shall be Nonstatutory Stock Options and, except as otherwise provided in this Section 11, shall be subject to the other terms and conditions of the Plan.
- (c) Each individual who becomes an Outside Director after the Effective Date shall automatically be granted an Option to purchase, and/or a Stock Unit with respect to, such number of Shares, as determined from time to time by the Board (the "First Award"), on the date such individual is elected as a Director, whether through election by the stockholders of the Company or appointment by the Board to fill a vacancy; *provided, however*, that an Inside Director who ceases to be an Inside Director but who remains a Director shall not receive a First Award.
- (d) On each annual stockholder meeting commencing with the Effective Date, each Outside Director who continues to serve in such capacity immediately after such annual stockholder meeting shall automatically be granted an Option to purchase, and/or a Stock Unit with respect to, such

number of Shares, as determined from time to time by the Board (a "Subsequent Award"); provided that the Outside Director has served on the Board for at least six calendar months prior to the date of such annual stockholder meeting.

- (e) The terms of a First Award or a Subsequent Award granted pursuant to this Section shall be as follows:
- (i) The term of the Option shall be ten (10) years measured from the date of grant.
 - (ii) The Option shall be exercisable only during the time that the Outside Director remains a Director and, with respect to Optioned Shares vested on the last day of service as a Director, for the twelve (12) month period following the date of the Optionee's cessation of service as a Director, *provided, however*, that the Option cannot be exercised after the expiration of the term of the Option. If, at the time of Optionee's cessation of service as a Director, the Optionee is not vested as to his or her entire Option, the Option shall immediately terminate as to the Optioned Shares covered by the unvested portion of the Option, and those Optioned Shares shall immediately revert to the Plan. To the extent the Option is not, within the post-termination time period determined pursuant to this Section 11(d)(ii), exercised for the Optioned Shares in which the Optionee is vested at the time of his or her cessation of Director status, the Option shall terminate with respect to those vested Optioned Shares, and those Optioned Shares shall revert to the Plan.
 - (iii) The exercise price per Share shall be 100% of the Fair Market Value per Share on the date of grant of the Option.
 - (iv) If an Outside Director dies or ceases to serve as a Director as a result of the Outside Director's Disability while holding any outstanding Option under this Section 11, then that Option may be exercised within twelve (12) months following such Outside Director's death or termination, or such longer period of time as specified in the Option Agreement, to the extent that the Option is vested on the date of death or termination (but in no event later than the expiration of the term of such Option as set forth in the Option Agreement) by the Outside Director or the Outside Director's designated beneficiary, provided such beneficiary has been designated, prior to the death of the Outside Director, in a form acceptable to the Administrator. If no such beneficiary has been designated by the Outside Director, then such Option may be exercised by the personal representative of such Outside Director's estate or by the person(s) to whom the Option is transferred

pursuant to such Outside Director's will or in accordance with the laws of descent and distribution. If, at the time of death or termination as a result of Disability, the Outside Director is not vested as to such Outside Director's entire Option, the Option shall immediately terminate as to the Optioned Shares covered by the unvested portion of the Option, and those Optioned Shares shall immediately revert to the Plan. To the extent the Option is not, within the post-termination time period determined pursuant to this Section 11(d)(vi), exercised for the Optioned Shares in which the Outside Director is vested at the time of death or termination as a result of Disability, the Option shall terminate with respect to those vested Optioned Shares, and those Optioned Shares shall revert to the Plan.

- (v) In the event of a Corporate Transaction, all Options and Stock Units granted pursuant to this Section 11 shall be subject to the terms and conditions of Section 17(c); provided that in the event that the successor corporation does not assume or substitute each First Award and Subsequent Award, the Optionee shall fully vest in each Award and shall have the right to exercise the Option as to all of the Optioned Shares, including Shares as to which it would not otherwise be vested or exercisable.
- (f) The Board shall have sole and exclusive authority to establish, maintain, amend, suspend, and terminate any program by which Outside Directors are automatically granted Nonstatutory Stock Options pursuant to this Section 11.

12. *Limited Transferability of Options*. An Option generally may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Optionee, only by the Optionee; provided however that Nonstatutory Stock Options may be transferred by instrument to an *inter vivos* or testamentary trust in which the Nonstatutory Stock Options are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift or pursuant to domestic relations orders to "Immediate Family Members" (as defined below) of the Optionee. "Immediate Family" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or the Optionee) control the management of assets, and any other entity in which these persons (or the Optionee) own more than fifty percent of the voting interests. The Optionee may designate one or more persons as the beneficiary or beneficiaries of his or her outstanding Options, and those Options shall, in accordance with such designation, automatically be transferred to such beneficiary or beneficiaries upon the Optionee's death while holding those Options. Such beneficiary or beneficiaries shall take the transferred Options subject to all the terms and conditions of the applicable agreement

evidencing each such transferred Option, including (without limitation) the limited time period during which the Option may be exercised following the Optionee's death.

13. *Stock Grants and Stock Unit Awards.* Each Stock Award Agreement reflecting the issuance of a Stock Grant or Stock Unit shall be in such form and shall contain such terms and conditions as the Administrator shall deem appropriate. The terms and conditions of such agreements may change from time to time, and the terms and conditions of separate agreements need not be identical, but each such agreement shall include (through incorporation of provisions hereof by reference in the agreement or otherwise) the substance of each of the following provisions:

- (a) *Consideration.* A Stock Grant or Stock Unit may be awarded in consideration for such property or services as is permitted under Applicable Law, including for past services actually rendered to the Company or a Subsidiary for its benefit.
- (b) *Vesting.* Shares of Common Stock awarded under an agreement reflecting a Stock Grant and a Stock Unit award may, but need not, be subject to a share repurchase option, forfeiture restriction or other conditions in favor of the Company in accordance with a vesting or lapse schedule to be determined by the Administrator.
- (c) *Termination of Participant's Relationship as a Service Provider.* In the event a Participant's relationship as a Service Provider terminates, the Company may reacquire any or all of the Shares held by the Participant which have not vested or which are otherwise subject to forfeiture or other conditions as of the date of termination under the terms of the agreement.
- (d) *Transferability.* Except as determined by the Board, no rights to acquire Shares under a Stock Grant or a Stock Unit shall be assignable or otherwise transferable by the Participant except by will or by the laws of descent and distribution.

14. *Stock Appreciation Rights.*

- (a) *General.* Stock Appreciation Rights may be granted either alone, in addition to, or in tandem with other Awards granted under the Plan. The Administrator may grant Stock Appreciation Rights to eligible Participants subject to terms and conditions not inconsistent with this Plan and determined by the Administrator. The specific terms and conditions applicable to the Participant shall be provided for in the Stock Award Agreement. Stock Appreciation Rights shall be exercisable, in whole or in part, at such times as the Administrator shall specify in the Stock Award Agreement.
 - (b) *Exercise of Stock Appreciation Right.* Upon the exercise of a Stock Appreciation Right, in whole or in part, the Participant shall be entitled to a payment in an amount equal to the excess of the Fair Market Value on
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the date of exercise of a fixed number of Shares covered by the exercised portion of the Stock Appreciation Right, over the Fair Market Value on the grant date of the Shares covered by the exercised portion of the Stock Appreciation Right (or such other amount calculated with respect to Shares subject to the award as the Administrator may determine). The amount due to the Participant upon the exercise of a Stock Appreciation Right shall be paid in such form of consideration as determined by the Administrator and may be in cash, Shares or a combination thereof, over the period or periods specified in the Stock Award Agreement. A Stock Award Agreement may place limits on the amount that may be paid over any specified period or periods upon the exercise of a Stock Appreciation Right, on an aggregate basis or as to any Participant. A Stock Appreciation Right shall be considered exercised when the Company receives written notice of exercise in accordance with the terms of the Stock Award Agreement from the person entitled to exercise the Stock Appreciation Right.

- (c) *Transferability.* Except as determined by the Board, no Stock Appreciation Rights shall be assignable or otherwise transferable by the Participant except by will or by the laws of descent and distribution.

15. *Cash Awards.* Each Cash Award will confer upon the Participant the opportunity to earn a future payment tied to the level of achievement with respect to one or more performance criteria established for a performance period of not less than one (1) year.

- (a) *Cash Award.* Each Cash Award shall contain provisions regarding (i) the target and maximum amount payable to the Participant as a Cash Award, (ii) the Qualifying Performance Criteria and level of achievement versus these criteria which shall determine the amount of such payment, (iii) the period as to which performance shall be measured for establishing the amount of any payment, (iv) the timing of any payment earned by virtue of performance, (v) restrictions on the alienation or transfer of the Cash Award prior to actual payment, (vi) forfeiture provisions, and (vii) such further terms and conditions (including, without limitation, the effect that a termination as a Service Provider shall have on any Cash Award) in each case not inconsistent with the Plan, as may be determined from time to time by the Administrator. The maximum amount payable as a Cash Award may be a multiple of the target amount payable, but the maximum amount payable pursuant to that portion of a Cash Award granted under this Plan for any fiscal year to any Participant shall not exceed U.S. \$1,000,000.
- (b) *Performance Criteria.* The Administrator shall establish the Qualifying Performance Criteria and level of achievement versus these criteria which shall determine the target and the minimum and maximum amount payable under a Cash Award. The Administrator may specify the

percentage of the target Cash Award that is intended to satisfy the requirements for “performance-based compensation” under Section 162(m) of the Code. Notwithstanding anything to the contrary herein, the performance criteria for any portion of a Cash Award that is intended to satisfy the requirements for “performance-based compensation” under Section 162(m) of the Code shall be a measure established by the Administrator based on one or more Qualifying Performance Criteria selected by the Administrator and specified in writing not later than 90 days after the commencement of the period of service to which the performance goals relates, provided that the outcome is substantially uncertain at that time (or in such other manner that complies with Section 162(m)).

- (c) *Timing and Form of Payment.* The Administrator shall determine the timing of payment of any Cash Award. The Administrator may provide for or, subject to such terms and conditions as the Administrator may specify and Applicable Laws, may permit a Participant to elect for the payment of any Cash Award to be deferred to a specified date or event. The Administrator may specify the form of payment of Cash Awards, which may be cash or other property, or may provide for a Participant to have the option for his or her Cash Award, or such portion thereof as the Administrator may specify, to be paid in whole or in part in cash or other property. Cash Awards shall be structured to comply with the “short-term deferral” rules of Section 409A of the Code.

16. *Section 162(m) Compliance.* Any Stock Award (other than an Option or any other Stock Award having a purchase price equal to 100% of the Fair Market Value on the date such award is made) or Cash Award that is intended as “qualified performance-based compensation” within the meaning of Section 162(m) of the Code must vest or become exercisable or payable contingent on the achievement of one or more Qualifying Performance Criteria. Notwithstanding anything to the contrary herein, the Committee shall have the discretion to determine the time and manner of compliance with Section 162(m) of the Code as required under applicable regulations and to conform the procedures related to the Award to the requirements of Section 162(m) and may in its discretion reduce the number of Shares granted or amount of cash or other property to which a Participant may otherwise have been entitled with respect to an Award designed to qualify as performance-based compensation under Section 162(m).

17. *Adjustments Upon Changes in Capitalization, Dissolution or Corporate Transaction .*

- (a) *Changes in Capitalization.* Subject to any required action by the stockholders of the Company, (i) the number of Shares which have been authorized for issuance under the Plan but as to which no Awards have yet been granted or which have been returned to the Plan upon cancellation or expiration of an Award, (ii) the number of Shares that may be added annually to the Plan pursuant to Section 3(b) hereof, (iii) the number of

Shares subject to each First Award and Subsequent Award under Section 11 hereof, (iv) the maximum numbers of Shares that may be granted under Awards to any Service Provider within any fiscal year as set forth in Section 6(c) and (v) the number of Shares as well as the price per Share subject to each outstanding Award, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a stock split, reverse stock split, stock dividend, combination or reclassification of the Common Stock, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company; *provided, however*, that conversion of any convertible securities of the Company shall not be deemed to have been “effected without receipt of consideration.” Such adjustment shall be made by the Administrator, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares.

- (b) *Dissolution or Liquidation.* In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Participant as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion may (but need not) provide for a Participant to have the right to exercise his or her Option or Stock Award until ten (10) days prior to such transaction as to all of the Shares covered thereby, including Shares as to which the Option or Stock Award would not otherwise be exercisable. In addition, the Administrator may (but need not) provide that any Company repurchase option applicable to any unvested Shares purchased upon exercise of an Option or issued under a Stock Award shall lapse as to all such Shares, provided the proposed dissolution or liquidation takes place at the time and in the manner contemplated. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.
- (c) *Corporate Transaction.*
- (i) In the event of a Corporate Transaction, as determined by the Board or a Committee, the Board or Committee may, in its discretion, (i) provide for the assumption or substitution of, or adjustment to, each outstanding Award; (ii) accelerate the vesting of Options and terminate any restrictions on Cash Awards or Stock Awards; and/or (iii) provide for termination of Awards as a result of the Corporate Transaction on such terms and conditions as it deems appropriate, including providing for the cancellation of Awards for a cash payment to the Participant. For the purposes of this paragraph, the Award shall be considered assumed if, following the Corporate Transaction, the Award confers the right

to purchase or receive, for each Share or amount of cash covered by the Award immediately prior to the Corporate Transaction, the consideration (whether stock, cash, or other securities or property) received in the Corporate Transaction by holders of Common Stock for each Share held on the effective date of the Corporate Transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); *provided, however*, that if such consideration received in the Corporate Transaction is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of the Award, for each Share covered by the Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Shares in the Corporate Transaction.

- (ii) Each Option or Stock Award which is assumed pursuant to this Section 17(c) shall be appropriately adjusted, immediately after such Corporate Transaction, to apply to the number and class of securities which would have been issuable to the Participant in consummation of such Corporate Transaction had the Option or Stock Award been exercised immediately prior to such Corporate Transaction. Appropriate adjustments to reflect such Corporate Transaction shall also be made to (A) the exercise or purchase price payable per share under each outstanding Option or Stock Award, provided the aggregate exercise or purchase price payable for such securities shall remain the same, (B) the maximum number and/or class of securities available for issuance over the remaining term of the Plan, (C) the maximum number and/or class of securities for which any one person may be granted Options or Stock Awards under the Plan per year, (D) the maximum number and/or class of securities by which the share reserve is to increase automatically each year and (E) the number and/or class of securities subject to the Options granted under Section 11.
- (iii) Notwithstanding the foregoing, as may be determined by the Administrator, any such adjustment shall not (i) cause an Award which is exempt from Section 409A of the Code to become subject to Section 409A of the Code or (ii) cause an Award subject to Section 409A of the Code not to comply with the requirements of Section 409A of the Code.

18. *Date of Grant.* The date of grant of a First Award or Subsequent Award shall be the date on which it was automatically granted pursuant to Section 11 hereof. The date of grant of any other Award shall be, for all purposes, the date on which the

Administrator grants such Award. Notice of the grant shall be provided to each Participant within a reasonable time after the date of such grant.

19. *Amendment and Termination of the Plan.* The Board may at any time amend, alter, suspend or terminate the Plan. However, the Company shall obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws. In addition, no amendment, alteration, suspension or termination of the Plan shall impair the rights of any Participant under any grant theretofore made, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination. In addition, unless approved by the stockholders of the Company, no amendment shall be made that would result in a repricing of Options by (x) reducing the exercise price of outstanding Options or (y) canceling an outstanding Option held by a Participant and re-granting to the Participant a new Option with a lower exercise price, in either case other than in connection with a change in the Company's capitalization pursuant to Section 17(a) of the Plan.

20. *Conditions Upon Issuance of Shares.*

- (a) Awards shall not be granted and Shares shall not be issued pursuant to the exercise of an Award unless the grant of the Award, the exercise or settlement of such Award and the issuance and delivery of such Shares shall comply with Applicable Laws and shall be further subject to the approval of counsel for the Company with respect to such compliance.
- (b) No Shares or other assets shall be issued or delivered under the Plan unless and until there shall have been compliance with all applicable requirements of Federal and state securities laws, including the filing and effectiveness of the Form S-8 registration statement for the Shares, and all applicable listing requirements of any stock exchange (or the Nasdaq National Market, if applicable) on which Common Stock is then listed for trading.

21. *Inability to Obtain Authority.* The inability of the Company to obtain authority from any regulatory body having jurisdiction (including under Section 20), which authority is deemed by the Company's counsel to be necessary to the lawful grant of Awards and issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to grant such Awards or issue or sell such Shares as to which such requisite authority shall not have been obtained.

22. *Reservation of Shares.* The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

23. *Stockholder Approval.* If required by Applicable Laws, continuance of the Plan shall be subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted or after any amendment requiring stockholder approval is made. Such stockholder approval shall be obtained in the manner and to the degree required under Applicable Laws.

CERTIFICATION OF JAY T. FLATLEY PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Jay T. Flatley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Illumina, Inc.;
2. Based on my knowledge, this 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 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 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 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 internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - 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 control over financial reporting.

Dated: August 4, 2010

/s/ JAY T. FLATLEY
Jay T. Flatley
President and Chief Executive Officer

CERTIFICATION OF CHRISTIAN O. HENRY PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Christian O. Henry, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Illumina, Inc.;
2. Based on my knowledge, this 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 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 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 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 internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - 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 control over financial reporting.

Dated: August 4, 2010

/s/ CHRISTIAN O. HENRY
Christian O. Henry
Senior Vice President and Chief Financial Officer

**CERTIFICATION OF JAY T. FLATLEY 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 Quarterly Report of Illumina, Inc. (the "Company") on Form 10-Q for the three and six months ended July 4, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jay T. Flatley, 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:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 4, 2010

By: /s/ JAY T. FLATLEY
Jay T. Flatley
President and Chief Executive Officer

This certification accompanying the Report is not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities such Section, and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before, on or after the date of the Report), irrespective of any general incorporation language contained in such filing.

**CERTIFICATION OF CHRISTIAN O. HENRY 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 Quarterly Report of Illumina, Inc. (the "Company") on Form 10-Q for the three and six months ended July 4, 2010, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christian O. Henry, 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:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: August 4, 2010

By: /s/ CHRISTIAN O. HENRY
Christian O. Henry
Senior Vice President and Chief Financial Officer

This certification accompanying the Report is not deemed filed with the Securities and Exchange Commission for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities such Section, and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before, on or after the date of the Report), irrespective of any general incorporation language contained in such filing.

