MPP LICENSE

AMENDED AND RESTATED LICENSE AGREEMENT

This AMENDED AND RESTATED LICENSE AGREEMENT (the "**Agreement**") is made as of July 22, 2014 (the "**Effective Date**") by and between **Gilead Sciences, Inc.**, a Delaware, USA corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), and **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Chemin Louis-Dunant 17, 1202 Geneva, Switzerland ("**MPP**").

RECITALS

WHEREAS, Gilead wishes to facilitate access to its antiviral agents to patients in the developing world to help satisfy unmet medical needs;

WHEREAS, the MPP is a non-profit organization with a mission to improve the health of people living in the developing world by increasing access to quality, safe, efficacious and affordable medicines by facilitating access to intellectual property on these medicines;

WHEREAS, prior to the Effective Date, Gilead and MPP entered into a License Agreement effective as of July 11, 2011 pursuant to which Gilead granted MPP certain licenses with respect to its proprietary pharmaceutical products for treatment of HIV and HBV in developing world countries (the "**Original Agrement**");

WHEREAS, under and pursuant to the Original Agreement, MPP has executed license agreements with certain manufacturers of generic pharmaceutical products located in India granting them non-exclusive licenses to manufacture certain of Gilead's proprietary pharmaceutical agents in India and sell such agents in India and elsewhere in the developing world (the **"Existing MPP License Agreements"**);

WHEREAS, prior to the Effective Date, Gilead has also directly executed license agreements with certain manufacturers of generic pharmaceutical products located in India granting them non-exclusive licenses to manufacture certain of Gilead's proprietary pharmaceutical agents in India and sell such agents in India and elsewhere in the developing world (the **"Existing Gilead License Agreements"**);

WHEREAS, Gilead and MPP wish to supercede and replace the Original Agreement as of the Effective Date and enter into this Agreement in order to expand the scope of the Existing MPP License Agreements and certain Existing Gilead License Agreements to include non-exclusive rights to Gilead's proprietary agent tenofovir alafenamide;

WHEREAS, MPP desires to identify existing and additional manufacturers of generic pharmaceutical products in India and China that would be interested in executing a Sublicense Agreement (as defined below), and Gilead desires for MPP to provide such assistance;

WHEREAS, in order to enable MPP to provide such assistance to Gilead, Gilead is willing to grant a license to MPP, on a non-exclusive basis, such that MPP may, in turn, grant sublicenses of such rights to manufacturers of generic pharmaceutical products on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree to supercede and replace the Original Agreement and enter into this Agreement as follows:

1. Definitions

"**Active Pharmaceutical Ingredient**" or "**API**" shall mean one or more of the following active pharmaceutical ingredients: tenofovir alafenamide ("**TAF**"), tenofovir disoproxil fumarate ("**TDF**"); elvitegravir ("**EVG**"), and cobicistat ("**COBI**").

"**COBI Combination Product**" shall mean a formulated and finished pharmaceutical product containing COBI in combination with any other active pharmaceutical ingredient other than EVG, including combinations containing COBI together with TDF or TAF provided such combination does not also contain EVG (in each case subject to the restrictions set forth in Section 2.4(b)(ii)), including any co-formulation, co-packaged product, bundled product, or other type of combination product. For clarity, no Quad Product is included as COBI Combination Product.

"**COBI Product**" shall mean a formulated and finished pharmaceutical product containing COBI as its sole active pharmaceutical ingredient.

"**COBI Territory**" shall mean those countries listed on Appendix 4.

"**Combination Products**" shall mean COBI Combination Products, EVG Combination Products, TDF Combination Products, TAF Combination Products and Quad Products.

"**Confidential Information**" shall have the meaning set forth in Section 7.1.

"**Emtricitabine Patents**" shall have the meaning set forth in Section 4.3.

"**EVG Combination Product**" shall mean a formulated and finished pharmaceutical product containing EVG in combination with any other active pharmaceutical ingredient (in each case subject to the restrictions set forth in Section

2.4(b)(iii)), including any co-formulation, co-packaged product, bundled product, or other type of combination product, but not including any Quad Product.

"EVG Product" shall mean a formulated and finished pharmaceutical product containing EVG as its sole active pharmaceutical ingredient.

"**EVG-Quad Territory**" shall mean those countries listed on Appendix 5.

"**FDA**" shall mean the United States Food and Drug Administration, and any successor agency thereto.

"**Field**" shall mean the treatment and prophylaxis of HIV infection, *provided, however,* that (a) for Product containing TDF as its sole active pharmaceutical ingredient, the Field shall include the treatment and prophylaxis of Hepatitis B Virus infection, and (b) for Product containing TAF, EVG or COBI, the Field shall include any use that is consistent with the label approved by the FDA or applicable foreign regulatory authority for the use of such Product containing TAF, EVG or COBI, including, if so approved, for the treatment and prophylaxis of Hepatitis B Virus infection for TAF.

"**Gilead Mark**" shall have the meaning set forth in Section 2.4(c).

"**Gilead Supplier**" shall mean (a) with respect to TDF, PharmaChem Technologies (Grand Bahama), Ltd. and (b) with respect to API other than TDF, such other contract manufacturing organization designated by Gilead that the parties may agree to include as part of this definition by written amendment to this Agreement.

"**Japan Tobacco**" shall mean Japan Tobacco Inc., a Japanese corporation, and its affiliates.

"**Japan Tobacco Agreement**" shall mean the License Agreement between Gilead and Japan Tobacco dated March 22, 2005, as amended from time to time.

"**JT Mark**" shall have the meaning set forth in Section 2.4(c).

"**Licensed API**" shall mean API that is either (a) made by a Sublicensee pursuant to a sublicense of the license rights in Section 2.2 granted to it pursuant to a Sublicense Agreement, or (b) acquired by a Sublicensee from the Gilead Supplier or from a Licensed API Supplier on the terms and conditions set forth in the applicable Sublicense Agreement.

"**Licensed API Supplier**" shall mean an entity that is licensed by Gilead, either directly or through MPP, to: (a) manufacture API in India and (i) sell API to Licensed Product Suppliers in the Field in India or (ii) sell TAF, TDF and COBI to Licensed Product Suppliers in the Field in China; or (b) manufacture TAF, TDF and COBI in China and sell such TAF, TDF and COBI to Licensed Product Suppliers in the Field in India or China.

"**Licensed Know-How**" shall mean know-how (a) owned or controlled by Gilead as of the effective date of the applicable Sublicense Agreement, or (b) exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement, relating to the manufacture of TAF, FTC, TDF, EVG, COBI and any Quad Product. Such Licensed Know-How shall be sufficient to enable Sublicensees to manufacture FTC, TAF and TAF Product, TDF and TDF Product, COBI and COBI Product, EVG and EVG Product, and Quad Product, at commercial-scale quantities.

"**Licensed Product Supplier**" shall mean (a) an entity located in India that is licensed by Gilead, or sublicensed by MPP under a Sublicense Agreement, to (i) make and use Product in India and (ii) use, sell, have sold, offer for sale and export Product in the Field in the Territory; or (b) an entity located in China that is licensed by Gilead, or sublicensed by MPP under a Sublicense Agreement, to (i) make and use TDF Product, TDF Combination Product, TAF Product, TAF Combination Product, COBI Product and COBI Combination Product in China and (ii) use, sell, have sold, offer for sale and export TDF Product, TDF Combinaiton Product, TAF Product, TAF Combination Product, COBI Product and COBI Combination Product in the Field in the Territory.

"**Licensed Technology**" shall mean the Patents and the Licensed Know-How.

"**Patents**" shall mean the patents described in Appendix 2 hereto and any other patents and patent applications (and resulting patents therefrom) (a) owned by Gilead during the term of this Agreement, or (b) exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement, in each case solely to the extent necessary for MPP to grant sublicenses of the license rights granted in Article 2 hereof to Sublicensees under a Sublicense Agreement, and solely to the extent the claims in such patents and patent applications cover the manufacture, use or sale of API.

"**Product**" shall mean TAF Product, TAF Combination Product, TDF Product, TDF Combination Product, COBI Product, COBI Combination Product, EVG Product, EVG Combination Product, and the Quad Products.

"**Quad Product**" or "**the Quad Product**" shall mean individually and collectively, the TDF Quad and TAF Quad.

"**TDF Quad**" shall mean the finished pharmaceutical product containing TDF (300 mg), emtricitabine (200 mg), EVG (150 mg) and COBI (150 mg) as its only active pharmaceutical ingredients, and that is manufactured and sold as a fixed-dose single-tablet regimen and not as a bundled or co-packaged product.

"**TAF Quad**" shall mean finished pharmaceutical product containing TAF, emtricitabine, EVG and COBI (each at their dose concentration approved by the FDA or applicable regulatory authority) as its only active pharmaceutical ingredients, and that is manufactured and sold as a fixed-dose single-tablet regimen and not as a bundled or co-packaged product.

"**TAF Combination Product**" shall mean a formulated and finished pharmaceutical product containing TAF in combination with any other active pharmaceutical ingredient other than EVG or COBI (in each case subject to the restrictions set forth in Section 2.4(b)(i)), including any co-formulation, co-packaged product, bundled product, or other type of combination product. For clarity, the TAF Quad is not a TAF Combination Product.

"**TAF Product**" shall mean a formulated and finished pharmaceutical product containing TAF as its sole active pharmaceutical ingredient.

"Sublicense Agreement" shall have the meaning set forth in Section 2.1.

"Sublicense Revenue" shall mean any and all Product royalty payments actually received by Gilead under the Sublicense Agreements, less any withholding tax or other taxes as may be required under law and actually paid from such payment due to Gilead.

"Sublicensee" shall have the meaning set forth in Section 2.1.

"**TDF Combination Product**" shall mean a formulated and finished pharmaceutical product containing TDF in combination with any other active pharmaceutical ingredient other than EVG or COBI (in each case subject to the restrictions set forth in Section 2.4(b)(i)), including any co-formulation, co-packaged product, bundled product, or other type of combination product. For clarity, the TDF Quad is not a TDF Combination Product.

"**TDF Product**" shall mean a formulated and finished pharmaceutical product containing TDF as its sole active pharmaceutical ingredient.

"**TDF-TAF Territory**" shall mean those countries listed on Appendix 1.

"**Territory**" shall mean the TDF-TAF Territory, the COBI Territory, and the EVG-Quad Territory.

2. License Grants

2.1 Sublicense Agreements.

(a) Generally. The parties intend that MPP will identify potential manufacturers of generic pharmaceutical products located in India and China (collectively, "**Manufacturers**") and, once identified, MPP shall have the right to execute (together with Gilead) a sublicense agreement with each such Manufacturer pursuant to which MPP shall grant such Manufacturer a sublicense under the rights granted to MPP in Sections 2.2 and 2.3, as applicable, and according to the terms of the applicable Form Sublicense Agreement, (each Manufacturer to execute a sublicense agreement in the form of a Form Sublicense Agreement, a **"Sublicensee"** and each such executed sublicense agreement, a **"Sublicense Agreement"**).

(b) Manufacturers in India. If the Manufacturer is a party to an Existing Gilead License Agreement or an Existing MPP License Agreement, MPP, Gilead and such Manufacturer shall enter into a sublicense agreement in the form of the Amended and Restated License Agreement attached hereto as Appendix 6-A, at which time such Manufacturer shall be deemed a "Sublicensee" and such sublicense agreement shall be deemed a "Sublicense Agreement" for purposes of this Agreement. If the Manufacturer is not a party to an Existing Gilead License Agreement or an Existing MPP License Agreement, and such Manufacturer is located in India, MPP and such Manufacturer shall enter into a sublicense agreement in the form of the License Agreement attached hereto as Appendix 6-B, at which time such Manufacturer shall be deemed a "Sublicensee" and such sublicense agreement shall be deemed a "Sublicense Agreement" for purposes of this Agreement.

(c) Manufacturers in China. If the Manufacturer is located in China, MPP and such Manufacturer shall enter into a sublicense agreement in the form of the License Agreement attached hereto as Appendix 6-C, at which time such Manufacturer shall be deemed a "Sublicensee" and such sublicense agreement shall be deemed a "Sublicense Agreement" for purposes of this Agreement.

(d) Each of the form agreements attached hereto as Appendix 6-A, Appendix 6-B or Appendix 6-C may be referred to herein as a "**Form Sublicense Agreement**". The license rights granted to MPP hereunder are granted solely for the purpose of enabling MPP to grant sublicenses to Sublicensees subject to the terms and conditions of the applicable Sublicense Agreements and MPP will not have any right to practice such licenses or otherwise exploit the Licensed Technology for any other purpose. For clarity, MPP will not have the right to make, use or sell API or Product anywhere in the world under this Agreement. Gilead will be a party to each Sublicense Agreement. MPP will not modify the terms and conditions of the Form Sublicense Agreements or Sublicense Agreements without Gilead's written consent, and Gilead will have no obligation to enter into any Sublicense Agreement that varies from the applicable Form Sublicense Agreement. Gilead will have the right to provide copies of any Sublicense Agreement to Japan Tobacco. All conditions and restrictions set forth in each Sublicense Agreement shall apply to the license rights granted to MPP hereunder as if fully set forth herein, except as expressly provided for otherwise in this Agreement.

2.2 API Licenses.

(a) For India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Licensed Technology to make, use, offer to sell and sell API in the Field and in India, solely for (a) the purpose of offering to sell and selling API to Licensed Product Suppliers, or (b) internal use. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in India pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in India shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(b) For China. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Patents to make, use, offer to sell and sell TAF, TDF and COBI in the Field and in China, solely for (a) the purpose of offering to sell and selling TAF, TDF and COBI to Licensed Product Suppliers, or (b) internal use. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in China pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in China shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(c) The licenses granted in this Section 2.2 does not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any active pharmaceutical ingredient owned or controlled by Gilead other than TAF, TDF, EVG and COBI.

2.3 Product License.

(a) To Sublicensees in India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Licensed Technology solely to make, use, sell, have sold, offer for sale, export from India and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) COBI Product and COBI Combination Products in the COBI Territory, and (iii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(a) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG and COBI. The licenses granted under this Section 2.3(a) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG and COBI.

(b) To Sublicensees in China. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Patents solely to make, use, sell, have sold, offer for sale, export from China and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, and (ii) COBI Product and COBI Combination Products in the COBI Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(b) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, and COBI. The licenses granted under this Section 2.3(b) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, and COBI.

(c) MPP shall have the right to grant sublicenses under the foregoing license grant solely to Sublicensees pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee shall be royalty bearing and non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

2.4 License Limitations.

(a) Gilead Retained Rights. MPP hereby acknowledges that Gilead retains all rights in API and Products except as otherwise provided in this Agreement, and that Gilead may license or otherwise convey to third parties its rights in API and Products as it wishes without obligation or other accounting to MPP.

(b) Limitations on Sublicensee Combination Products.

(i) Each Sublicensee will be allowed to manufacture and sell TDF in combination with other active pharmaceutical ingredients in the TDF-TAF Territory, provided in each case (A) such Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the TDF-TAF Territory, and (B) such manufacture and sale is in accordance with the licenses granted in the Sublicense Agreement. Similarly, each Sublicensee will be allowed to manufacture and sell TAF in combination with other active pharmaceutical ingredients in the TDF-TAF Territory, provided in each case (X) such Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the TDF-TAF Territory, and (Y) such manufacture and sale is in accordance with the licenses granted in the Sublicense Agreement.

(ii) Each Sublicensee will be allowed to manufacture and sell COBI in combination with other active pharmaceutical ingredients in the COBI Territory, provided in each case (A) such Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the COBI Territory, and (B) such manufacture and sale is in accordance with the licenses granted in the Sublicense Agreement.

(iii) Each Sublicensee located in India will be allowed to manufacture and sell EVG in combination with other active pharmaceutical ingredients in the EVG-Quad Territory, provided in each case (A) such Sublicensee has the legal right to manufacture and sell such other active pharmaceutical ingredients in the applicable country in the EVG-Quad Territory, (B) such manufacture and sale is in accordance with the licenses granted in the Sublicense Agreement, and (C) such Sublicensee has obtained Gilead's prior written consent for the manufacture or sale of such product containing EVG, such consent not to be unreasonably withheld. For clarity, the requirement for Gilead's prior consent set forth in the preceding clause (C) shall not apply to the Quad Products.

(c) Gilead Marks. The licenses granted hereunder do not include any license or other right to use any Gilead trademark, trade name, logo or service mark (each, a "**Gilead Mark**") or any word, logo or any expression that is similar to or alludes to any Gilead Mark. MPP agrees not to use any Japan Tobacco trademark, trade name, logo or service mark (each, a "**JT Mark**"), or any word, logo or any expression that is similar to any JT Mark.

(d) Sublicensed Technology. The licenses relating to EVG, EVG Product, EVG Combination Product or Quad Product granted to MPP under this Agreement include sublicenses of intellectual property rights from Japan Tobacco, and remain subject to the terms and conditions of the Japan Tobacco Agreement. Gilead and MPP shall not permit any action to be taken or event to occur, in each case to the extent within such party's reasonable control, that would give Japan Tobacco the right to terminate the Japan Tobacco Agreement. If either party is notified or otherwise becomes aware that a Sublicensee's activities may constitute a material breach of the Japan Tobacco Agreement, it shall promptly notify the other party. The parties shall confer regarding an appropriate manner for curing any such breach as promptly as possible, and in any case within the time allotted under the Japan Tobacco Agreement. Gilead shall remain responsible for any EVG Product, EVG Combination Product or Quad Product royalties owed to Japan Tobacco pursuant to the Japan Tobacco Agreement.

(e) No Other Licenses. Except as expressly set forth in this Agreement, Gilead does not grant any license to MPP under any of its intellectual property rights (including, without limitation, Patents or rights to any proprietary compounds or drug substances other than API).

3. Intellectual Property

3.1 Maintenance of Patents. Gilead shall not be obliged to maintain or enforce the Patents. MPP shall not have any rights to maintain or enforce the Patents, and will not be able to grant such rights to Sublicensees.

4. Representations, Warranties and Covenants

4.1 Ability to Perform. MPP and Gilead each represent and warrant that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) this Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with the terms hereof; and

(c) the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it is bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over such party.

4.2 Law Compliance

(a) General. MPP covenants and agrees that it shall perform all activities under this Agreement in accordance with all applicable laws and regulations.

(b) FCPA and UK Bribery Act. MPP covenants and agrees that it shall provide to Gilead on the Effective Date and within thirty (30) days after the beginning of each calendar year thereafter, certification in writing by MPP of MPP's compliance with the United States Foreign Corrupt Practices Act of 1977 and with the UK Bribery Act of 2010.

(c) Conflicts. Neither party shall be required to take any action or perform any obligation under this Agreement to the extent that such action or obligation is in direct conflict with any applicable law, rule or regulation, including any rights or obligations created as a result of a government issuance of a compulsory license relating to API or Product, provided, however, that the applicable Sublicensee(s) and Gilead are in agreement (with such agreement not to be unreasonably withheld) regarding (i) the requirements of such law, rule or regulation, and (ii) the affect that such law, rule or regulation has on such action or obligation required under this Agreement.

4.3 Covenant Concerning Certain Gilead Patents. Gilead covenants and agrees that it shall not, at any time during the term of this Agreement, bring any claim or proceeding of any kind or nature against MPP in relation to any of the pending and issued patents identified in Appendix 3 hereto (the "**Emtricitabine Patents**") to the extent that MPP remains in compliance with the terms and conditions set forth in this Agreement and each Sublicense Agreement.

4.4 Covenant Concerning Enforcement of Sublicense Agreements. MPP agrees that it shall have no right to bring a cause of action and shall not bring a cause of action relating to activities of Gilead in performance of the Sublicense Agreements, except to enforce the indemnification rights granted to MPP therein. MPP hereby agrees to waive standing in any dispute between Gilead and a Sublicensee. Breach of this Section 4.4 shall constitute a material breach of this Agreement.

4.5 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED TECHNOLOGY, PRODUCTS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE

TERRITORY. Gilead also does not give any warranty, express or implied, with regard to the safety or efficacy of API or the Product.

5. Liability; Indemnity; Enforcement of Agreement

5.1 MPP Indemnity. MPP shall jointly and severally indemnify, hold harmless and defend Gilead, and its affiliates, licensors, directors, officers, employees and agents (together the "**Gilead Indemnitees**"), from and against any and all losses, damages, expenses, cost of defense (including, without limitation, attorneys' fees, witness fees, damages, judgments, fines and amounts paid in settlement) and any amounts a Gilead Indemnitee becomes legally obligated to pay because of any claim against it: (a) arising out of any breach by MPP of the terms and conditions of this Agreement, or (b) for any negligence or willful misconduct by or on behalf of MPP. The indemnification obligations of MPP stated in this Section 5.1 shall apply only in the event that Gilead provides MPP prompt written notice of such claims, grants MPP the right to control the defense or negotiation of settlement, and makes available all reasonable assistance in defending the claims. MPP shall not agree to any final settlement or compromise with respect to any such claim that adversely affects Gilead without obtaining Gilead's consent.

5.2 Gilead Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL GILEAD BE LIABLE TO MPP FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS OR PROFITS) RELATED TO THIS AGREEMENT OR ANY SUBLICENSE GRANTED HEREUNDER, AND GILEAD SHALL NOT HAVE ANY RESPONSIBILITIES OR LIABILITIES WHATSOEVER WITH RESPECT TO LICENSED TECHNOLOGY, API OR PRODUCT, EVEN IF, IN ANY SUCH CASE, MPP IS ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY WHETHER UNDER CONTRACT LAW, TORT LAW (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY, STATUTE, WARRANTY OR OTHERWISE.

5.3 MPP's Right to Enforce this Agreement. MPP hereby covenants and agrees that it shall have no right to bring any claim or proceeding and shall not bring any claim or proceeding of any kind or nature against Gilead or a Gilead Indemnitee arising out of or in connection with this Agreement other than a claim regarding Gilead's refusal to enter into a Sublicense Agreement with a Sublicensee that is in the form of the applicable Form Sublicense Agreement.

6. Term and Termination

6.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue until the later of (a) the

expiration or termination of all Sublicense Agreements, (b) the expiration of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or the Product within the Territory and (c) the date of expiration of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or the Product in India and China. Upon expiration of a Sublicense Agreement (but not the early termination of any Sublicense Agreement), and with respect to a particular Product in a particular country in the Territory, subject to the terms and conditions of such Sublicense Agreement with respect to such Product and such country, the license rights granted to MPP in Article 2 that were, in turn, sublicensed to the Sublicensee under such Sublicense Agreement, shall become perpetual, irrevocable, fully paid-up, and royalty free under the Licensed Know-How licensed under Article 2, if any, solely for purposes of maintaining the sublicense thereto to such Sublicensee under such Sublicense Agreement.

6.2 Termination for Breach. A party ("non-breaching party") shall have the right to terminate this Agreement in the event the other party ("breaching party") is in material breach of any of its material obligations under this Agreement. The non-breaching party shall provide written notice to the breaching party. The breaching party shall have a period of thirty (30) days after such written notice is provided to cure such breach. If such breach is not cured within the thirty day period, this Agreement shall effectively terminate.

6.3 Gilead Right to Terminate

(a) Gilead shall have the right to terminate this Agreement and/or one or more of the licenses granted pursuant to Section 2.2 or Section 2.3 (whether or not such event constitutes a right of termination pursuant to Section 6.2), immediately if in the reasonable opinion of Gilead, control (through ownership or otherwise) of MPP changes.

(b) Gilead shall have the right to terminate this Agreement and/or one or more of the licenses granted pursuant to Section 2.2 or Section 2.3 if Gilead's rights to EVG terminate due to the termination of the Japan Tobacco Agreement, provided, however, that in such event, such termination would only apply on a Product-by-Product basis and only with respect to Products containing EVG that are subject to the sublicense granted by Gilead under the Japan Tobacco Agreement.

6.4 MPP Right to Terminate. MPP shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Gilead.

6.5 Insolvency. In the event that MPP becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it, Gilead shall have the right to treat such event as a material breach and may exercise its termination rights under Section 6.2.

6.6 Waiver. The waiver by either party of any breach of any term or condition of this Agreement shall not be deemed a waiver as to any subsequent or similar breach.

6.7 Survival. Sections 2.4(c), 4.4, 4.5, 6.1, and 6.7 and Articles 5, 7 and 8 shall survive termination or expiry of this Agreement. In addition, if this Agreement is terminated as permitted in accordance with Section 6.2, 6.3(a) or 4.4, the sublicenses of the license rights granted pursuant to Section 2.2 and Section 2.3 of this Agreement that have been granted to Sublicensees under Sublicense Agreements prior to the effective date of termination of this Agreement shall survive provided that in such case MPP shall no longer be deemed a party to any Sublicense Agreement and all references to "MPP" in each Sublicense Agreement shall be replaced with "Gilead".

7. Confidentiality and Publications

7.1 Confidential Information. All technology, confidential information and know-how disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") hereunder ("**Confidential Information**") shall be used solely and exclusively by Receiving Party in a manner consistent with the rights granted hereunder and the purposes of this Agreement as stated in the preamble and recitals hereto; maintained in confidence by the Receiving Party; and shall not be disclosed to any non-party or used for any purpose except to exercise its rights and perform its obligations under this Agreement without the prior written consent of the Disclosing Party, except to the extent that the Receiving Party can demonstrate by competent written evidence that such information: (a) is known by the Receiving Party at the time of its receipt and, not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records; (b) is in the public domain other than as a result of any breach of this Agreement by the Receiving Party; (c) is subsequently disclosed to the Receiving Party on a non-confidential basis by a third party who may lawfully do so; or (d) is independently discovered or developed by the Receiving Party without the use of Confidential Information provided by the Disclosing Party, as documented by the Receiving Party's business records. Within thirty (30) days after any expiration or termination of this Agreement, Receiving Party shall destroy (and certify to the Disclosing Party such destruction) or return all Confidential Information provided by the Disclosing Party except as otherwise set forth in this Agreement. One (1) copy of the Disclosing Party's Confidential Information may be retained in the Receiving Party's files solely for archival purposes as a means of determining any continuing or surviving obligations under this Agreement. The confidential obligations under this Agreement shall survive this Agreement for a period of five (5) years. To the extent Gilead receives any Confidential Information from MPP relating to EVG, EVG Products, EVG Combination Products or the Quad Products, Gilead will have the right to disclose such Confidential Information to Japan Tobacco, provided such disclosure remains subject to the obligations of confidentiality and non-disclosure set forth in the Japan Tobacco Agreement.

7.2 Press Release. The parties agree that neither party will issue a press release or public announcement concerning the transactions contemplated hereby without the advance written consent of the other party. If either party intends to issue a press release, it shall submit a draft of such proposed press release to the other party at least five (5) business days prior to the date such party intends to issue the release. After any initial press release or public announcement is made, however, each party may disclose to third parties or make public statements, by press release or otherwise, regarding the existence of this Agreement, the identity of the parties, the terms, conditions and subject matter of this Agreement, or otherwise in reference to this Agreement, provided such disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

7.3 Use of Name. Except as provided for under Section 7.2, neither party shall use the other party's name, logo or trademarks for any purpose including without limitation publicity or advertising, except with the prior written consent of the other party. MPP agrees not to use Japan Tobacco's name, logo or trademarks for any purpose except with the prior written consent of Japan Tobacco, except as provided for under Section 7.2.

8. Miscellaneous

8.1 Agency. Neither party is, nor will be deemed to be, an employee, agent or representative of the other party for any purpose. Each party is an independent contractor, not an employee or partner of the other party. Neither party shall have the authority to speak for, represent or obligate the other party in any way without prior written authority from the other party.

8.2 Entire Understanding. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous communications, representations or understandings, and agreements, whether oral or written, between the parties relating to the subject matter hereof, including, as of the Effective Date, the Original Agreement.

8.3 Severability. The parties hereby expressly state that it is not their intention to violate any applicable rule, law or regulation. If any of the provisions of this Agreement are held to be void or unenforceable with regard to any particular country by a court of competent jurisdiction, then, to the extent possible, such void or unenforceable provision shall be replaced by a valid and enforceable provision which will achieve as far as possible the economic business intentions of the Parties. The provisions held to be void or unenforceable shall remain, however, in full force and effect with regard to all other countries. All other provisions of this Agreement shall remain in full force and effect.

8.4 Notices

(a) Any notice or other communication to be given under this Agreement, unless otherwise specified, shall be in writing and shall be deemed to have been provided when delivered to the addressee at the address listed below (i) on the date of delivery if delivered in person or (ii) one day after receipt if sent by a reputable international courier service:

In the case of Gilead:

Gilead Sciences, Inc.
333 Lakeside Drive
Foster City, CA 94404
Attention: General Counsel
Facsimile: (650) 522-5537

In the case of MPP:

Medicines Patent Pool
Chemin Louis-Dunant 17
1202 Geneva
Switzerland

Attention: General Counsel
email: office@medicinespatentpool.org

(b) Either party may change its address for communications by a notice in writing to the other party in accordance with this Section 8.4.

8.5 Language; Governing Law. This Agreement is entered into and will be governed and construed in accordance with the English language. This Agreement is made in accordance with and shall be governed and construed under the laws of England, without regard to its choice of law principles.

8.6 Arbitration

(a) All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators.

(b) Each party shall nominate one arbitrator. Should the claimant fail to appoint an arbitrator in the Request for Arbitration within thirty (30) days of being requested to do so, or if the respondent should fail to appoint an arbitrator in its Answer to the Request for Arbitration within thirty (30) days of being requested to do so, the other party shall request the ICC Court to make such appointment.

(c) The arbitrators nominated by the parties shall, within thirty (30) days from the appointment of the arbitrator nominated in the Answer to the Request for Arbitration, and after consultation with the parties, agree and appoint a third arbitrator, who will act as a chairman of the Arbitral Tribunal. Should such procedure not result in an appointment within the thirty (30) day time limit, either party shall be free to request the ICC Court to appoint the third arbitrator.

(d) London, England shall be the seat of the arbitration.

(e) The language of the arbitration shall be English. Documents submitted in the arbitration (the originals of which are not in English) shall be submitted together with an English translation.

(f) This arbitration agreement does not preclude either party seeking conservatory or interim measures from any court of competent jurisdiction including, without limitation, the courts having jurisdiction by reason of either party's domicile. Conservatory or interim measures sought by either party in any one or more jurisdictions shall not preclude the Arbitral Tribunal granting conservatory or interim measures. Conservatory or interim measures sought by either party before the Arbitral Tribunal shall not preclude any court of competent jurisdiction granting conservatory or interim measures.

(g) In the event that any issue shall arise which is not clearly provided for in this arbitration agreement the matter shall be resolved in accordance with the ICC Arbitration Rules.

8.7 Assignment. Gilead is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement on prior notice to MPP. MPP is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement.

8.8 Amendment. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date.

GILEAD:

Gilead Sciences, Inc.

By _____
Name: Gregg Alton
Title: Executive Vice President, Corporate and Medical Affairs

MPP:

Medicines Patent Pool

By _____
Name: Greg Perry
Title: Executive Director

Appendix 1
Countries in the TDF-TAF Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belize
11. Benin
12. Bhutan
13. Bolivia
14. Botswana
15. British Virgin Islands
16. Burkina Faso
17. Burundi
18. Cambodia
19. Cameroon
20. Cape Verde
21. Central African Republic
22. Chad
23. Comoros
24. Congo, Rep
25. Congo, Dem. Rep. of the
26. Côte d'Ivoire
27. Cuba
28. Djibouti
29. Dominica
30. Dominican Republic
31. Ecuador
32. El Salvador
33. Equatorial Guinea
34. Eritrea
35. Ethiopia
36. Fiji Islands
37. Gabon
38. Gambia
39. Georgia
40. Ghana
41. Grenada
42. Guatemala
43. Guinea
44. Guinea-Bissau
45. Guyana
46. Haiti
47. Honduras
48. India
49. Indonesia
50. Jamaica
51. Kazakhstan
52. Kenya
53. Kiribati
54. Kyrgyzstan
55. Lao, People's Dem. Rep.
56. Lesotho
57. Liberia
58. Madagascar
59. Malawi
60. Maldives
61. Mali
62. Mauritania
63. Mauritius
64. Moldova, Rep. of
65. Mongolia
66. Montserrat
67. Mozambique
68. Myanmar
69. Namibia
70. Nauru
71. Nepal
72. Nicaragua
73. Niger
74. Nigeria
75. Pakistan
76. Palau
77. Papua NewGuinea
78. Rwanda
79. Saint Kitts and Nevis
80. Saint Lucia
81. Saint Vincent & the Grenadines
82. Samoa
83. São Tomé and Príncipe
84. Senegal
85. Seychelles
86. Sierra Leone
87. Solomon Islands
88. Somalia
89. South Africa
90. South Sudan
91. Sri Lanka
92. Sudan
93. Surinam
94. Swaziland
95. Syrian Arab Republic
96. Tajikistan
97. Tanzania, U. Rep. of
98. Thailand
99. Timor-Leste
100. Togo
101. Tonga
102. Trinidad and Tobago
103. Turkmenistan
104. Turks and Caicos
105. Tuvalu
106. Uganda
107. Uzbekistan
108. Vanuatu
109. Vietnam
110. Yemen
111. Zambia
112. Zimbabwe

Appendix 2

TDF Patents

(221) TITLE: NUCLEOTIDE ANALOGS

Country	Filing Date	Serial Number	Patent Number:	Grant Date
India	25-Jul-1997	2076/DEL/1997		

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
221.1CN	CN	Granted	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
221.1CN.Iv.Aurisco	CN	Invalidatio	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
221.1CN.Iv.CTTQ	CN	Invalidatio	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
221.1CN.Iv.LIU	CN	Invalidatio	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
221.1CND	CN	Granted	200810083233.7	07/25/1997	200810083233.7	12/12/2012

(230) TITLE: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

Country	Filing Date	Application Number	Patent Number	Grant Date
India	24-Jul-1998	2174/DEL/1998	190780	15-Mar-2004
India	24-Jul-1998	896/DEL/2002		
India	24-Jul-1998	963/DEL/2002		
India	24-Jul-1998	1362/DEL/2004		
India	24-Jul-1998	2100/DEL/2007		
India	24-Jul-1998	2256/DEL/2009		
Indonesia	23-Jul-1998	W-991548	0007658	11-Apr-2002

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
230.CN	CN	ISSUED	98807435.4	07/23/1998	ZL98807435.4	04/23/2008
230.CN.Iv.AURISCO	CN	Invalidatio	98807435.4	07/23/1998	ZL98807435.4	04/23/2008
230.CN.Iv.TAO	CN	Invalidatio	98807435.4	07/23/1998	ZL98807435.4	04/23/2008
230.CND	CN	Granted	200410046290X	07/23/1998	200410046290X	04/19/2006
230.CND2	CN	Granted	200510099916.8	07/23/1998	ZL200510099916.8	09/24/2008
230.CND3	CN	Granted	200710196265.3	07/23/1998	ZL200710196265.3	04/25/2012

(270) TITLE: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Filing Date	Serial Number	Patent Number	Grant Date
Eurasian Patent Organization (EAPO) Turkmenistan, Belarus, Tajikistan, Russian Federation, Kazakhstan, Azerbaijan, Kyrgyz, Armenia, Moldova	13-Jan-2004	200501134	015145	13-June-2011

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
270.CN	CN	Granted	200480002190.5	01/13/2004	200480002190.5	06/06/2012
270.CND	CN	Published	201210094391.9	01/13/2004		

TAF Patents

TITLE: PRODRUGS OF PHOSPHONATE NUCLEOTIDE ANALOGUES AND METHODS FOR SELECTING AND MAKING SAME

Country	Filing Date	Serial Number	Patent Number	Grant Date

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO) Botswana, Gambia, Ghana, Kenya, Lesotho, Liberia, Malawi, Mozambique, Namibia, Rwanda, Sào Tomé and Principe, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe	20-Jul-2001	2003/002724	AP 1466	22-Sep-2005
Eurasian Patent Organization (EAPO) Turkmenistan, Belarus, Tajikistan, Russian Federation, Kazakhstan, Azerbaijan, Kyrgyz, Armenia, Moldova	20-Jul-2001	200300188	004926	28-Oct-2004
Indonesia	20-Jul-2001	W-00200300261	IDP0022911	20-Feb-2009
	20-Jul-2001	W-00200602129	IDP0022897	20 Feb-2009
	20-Jul-2001	W-00200804005		
India	20-Jul-2001	9/MUMNP/2003	208435	27-Jul-2007
	20-Jul-2001	00529/MUMNP/2006	241597	14-Jul-2010
	20-Jul-2001	568/MUMNP/2011		

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Union Territories (OAPI) Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, Comoros, Congo Brazzaville, Côte d'Ivoire, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, Niger, Senegal and Togo	20-Jul-2001	1200300003	12393	29-Dec-2003
Vietnam	20-Jul-2001	1-2002-01193	8475	24-May-2010
South Africa	20-Jul-2001	2002/10271	2002/10271	31-Dec-2003

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
249.P1CN	CN	Granted	01813161.1	07/20/2001	ZL01813161.1	12/27/2006
249.P1CND	CN	Granted	200410097845.3	07/20/2001	2004100978453	07/16/2008

TITLE: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Filing Date	Serial Number	Patent Number	Grant Date

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO) Botswana, Gambia, Ghana, Kenya, Lesotho, Liberia, Malawi, Mozambique, Namibia, Rwanda, Sào Tomé and Principe, Sierra Leone, Somalia, Sudan, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe	15-Aug-2012	AP/P/2014/007437		
Bahamas	15-Aug-2012	2441		
Ecuador	15-Aug-2012	SP-14-13206-PCT		
El Salvador	15-Aug-2012	E-4659/2014		
Eurasian Patent Organization (EAPO) Turkmenistan, Belarus, Tajikistan, Russian Federation, Kazakhstan, Azerbaijan, Kyrgyz, Armenia, Moldova	15-Aug-2012	201490208		
Indonesia	15-Aug-2012	P00201400805		
India	15-Aug-2012	1012/DELNP/2014		
Moldova	15-Aug-2012	A20140011		

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Union Territories (OAPI) Benin, Burkina Faso, Cameroon, the Central African Republic, Chad, Comoros, Congo Brazzaville, Côte d'Ivoire, Equatorial Guinea, Gabon, Guinea, Guinea-Bissau, Mali, Mauritania, Niger, Senegal and Togo	15-Aug-2012			
Pakistan	15-Aug-2012	539/2012		
Thailand	15-Aug-2012	1401000784		
Vietnam	15-Aug-2012	1-2014-00440		
South Africa	15-Aug-2012	2014/00582		

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
872.CN	CN	Published	201280039891.0	08/15/2012		

TITLE: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Filing Date	Serial Number	Patent Number	Grant Date
Bolivia	03-Oct-2012	SP-0352-2012		
Bahamas	03-Oct-2012	2455		
Ecuador	03-Oct-2012	IEPI-2014-74		
El Salvador	03-Oct-2012	E-4696/2014		

Country	Filing Date	Serial Number	Patent Number	Grant Date
Eurasian Patent Organization (EAPO) Turkmenistan, Belarus, Tajikistan, Russian Federation, Kazakhstan, Azerbaijan, Kyrgyz, Armenia, Moldova	03-Oct-2012	201490753		
India	03-Oct-2012	2953/DELNP/2014		
Pakistan	03-Oct-2012	671/2012		

Case Number	Country	Application Status	Application Number	Filing Date	PatNumber	Issue Date
877.CN	CN	Pending		10/03/2012		

899 TITLE: THERAPEUTIC COMPOUNDS

Country	Filing Date	Serial Number	Patent Number	Grant Date
PCT	01-Feb-2013	US2013/024451		

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
899.P5CN	CN	Unfiled				

EVG Patents

TITLE: 4-OXOQUINOLINE COMPOUNDS AND UTILIZATION THEREOF ASHIV INTEGRASE INHIBITORS

Country	Filing Date	Serial Number	Patent Number	Grant Date
Bolivia	18-Nov-2003	SP-230265		
India	20-Nov-2003	01316/CHENP/2004	245833	3-Feb-2011
Nigeria	19-Nov-2003	424/2003	RP.15779	20-Oct-2004
South Africa	20-Nov-2003	2004/4537	2004/4537	31-Aug-2005
Viet Nam	20-Nov-2003	1-2004-00605		

TITLE: STABLE CRYSTAL OF 4-OXOQUINOLINE COMPOUND

Country	Filing Date	Serial Number	Patent Number	Grant Date
Bolivia	19-May-2005	SP-250121		
India	19-May-2005	357/CHENP/2010		
South Africa	19-May-2005	2006/10647	2006/10647	25-Jun-2008

TITLE: METHOD FOR PRODUCING 4-OXOQUINOLINE COMPOUND

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	6-Mar-2007	AP/P/2008/004621		
Eurasian Patent Organization (EAPO)	6-Mar-2007	200870321	0017861	29-Mar-2013
India	6-Mar-2007	5341/CHENP/2008		
African Union Territories (OAPI)	6-Mar-2007	1200800317	14280	31-Mar-2009
South Africa	6-Mar-2007	2008/07547	2008/07547	25-Nov-2009
Viet Nam	6-Mar-2007	1-2008-02431		

TITLE: PROCESS FOR PROUDCTION OF 4-OXOQUINOLINE COMPOUND

Country	Filing Date	Serial Number	Patent Number	Grant Date
India	6-Mar-2007	5344/CHENP/2008		

TITLE: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS (I)

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	11-Sep-2007	AP/P/2009/004831		
Eurasian Patent Organization	11-Sep-2007	200900441		
India	11-Sep-2007	1808/DELNP/2009		
African Union Territories (OAPI)	11-Sep-2007	1200900070	14458	30-Sep-2009
Viet Nam	11-Sep-2007	1-2009-00636	11932	22-Oct-2013
	11-Sep-2007	1-2012-01354		
South Africa	11-Sep-2007	2009/01576	2009/01576	24-Feb-2010

TITLE: PROCESS AND INTERMEDIATES FOR PREPARING INTEGRASE INHIBITORS (II)

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization	11-Sep-2008	AP/P/2010/005187	AP 2785	31-Oct-2013
Eurasian Patent Organization	11-Sep-2008	201070256	019431	31-Mar-2014
India	11-Sep-2008	1615/DELNP/2010		
African Union Territories (OAPI)	11-Sep-2008	1201000093	15058	
Viet Nam	11-Sep-2008	1-2009-00636	10866	20-Nov-2012
South Africa	11-Sep-2008	1-2010-00483	2010/02066	29-Dec-2010

COBI Patents

TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	06-Jul-2007	AP/P/2008/004720		
Eurasian Patent Organization (EAPO)	06-Jul-2007	200900155	201270738	06-Jul-2007
India	06-Jul-2007	10487/DELNP/2008		
African Union Territories (OAPI)	06-Jul-2007	1200800450	14409	30-Sep-2009
Viet Nam	06-Jul-2007	1-2009-00240		
South Africa	06-Jul-2007	2008/10399		

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
692.CN	CN	Granted	200780025607.3	07/06/2007	200780025607	05/29/2013
692.CND	CN	Published	201310141408.6	07/06/2007		

TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	22-Feb-2008	AP/P/2009/004964		
	22-Feb-2008	AP/P/2013/007042		
Eurasian Patent Organization (EAPO)	22-Feb-2008	200901155		
India	22-Feb-2008	5324/DELNP/2009		
African Union Territories (OAPI)	22-Feb-2008	1200900273		
Viet Nam	22-Feb-2008	1-2009-01990		
	22-Feb-2008	1-2012-02696		
	22-Feb-2008	1-2012-02697		
	22-Feb-2008	1-2012-02698		
	22-Feb-2008	1-2012-02695		
	22-Feb-2008	1-2012-02701		
	22-Feb-2008	1-2012-02700		

	22-Feb-2008	1-2012-02699		
South Africa	22-Feb-2008	2009/05882		

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
719.CN	CN	Granted	200880013255.4	02/22/2008	ZL200880013255.4	08/28/2013
719.CND	CN	Published	201310326757.5	02/22/2008		

TITLE: THE USE OF SOLID CARRIER PARTICLES TO IMPROVE THE PROCESSABILITY OF A PHARMACEUTICAL AGENT

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	01-May-2009	AP/P/2010/005429		
Eurasian Patent Organization (EAPO)	01-May-2009	201071173		
India	01-May-2009	7565/DELNP/2010		
African Union Territories (OAPI)	01-May-2009	1201000364	15589	28-Sep-2012
Viet Nam	01-May-2009	1-2010-02929		
South Africa	01-May-2009	2010/08007	2010/08007	26-Oct-2011

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
757.CN	CN	Published	200980115840.X	05/01/2009		
757.CND	CN	Published	201310447258.1	05/01/2009		

TITLE: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICALS AGENTS

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	01-Apr-2010	AP/P/2011/005864		
Bolivia	30-Mar-2010	SP-0082-2010		

Eurasian Patent Organization (EAPO)	01-Apr-2010	201190179		
India	01-Apr-2010	W00201103554		
African Union Territories (OAPI)	01-Apr-2010	1201100311		
Pakistan	31-Mar-2010	262/2010		
Vietnam	01-Apr-2010	I-2011-02324		
South Africa	01-Apr-2010	2011/07430	2011/07430	27-Dec-2012

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
775.CN	CN	Published	201080014307.7	04/01/2010		

TITLE: TABLETS FOR COMBINATION THERAPY

Country	Filing Date	Serial Number	Patent Number	Grant Date
African Regional Industrial Property Organization (ARIPO)	04-Feb-2010	AP/P/2011/005857		
Bolivia	05-Feb-2010	SP-00292010		
Eurasian Patent Organization (EAPO)	04-Feb-2010	201190125		
India	04-Feb-2010	5823/DELNP/2011		
African Union Territories (OAPI)	04-Feb-2010	1201100281		
Pakistan	05-Feb-2010	94/2010		
Vietnam	04-Feb-2010	1-2011-02035		
South Africa	04-Feb-2010	2011/06154		

Case	Country	Application	Application	Filing	Patent	Issue

Number		Status	Number	Date	Number	Date
783.CN	CN	Granted	201080006646.0	02/04/2010	ZL201080006646.0	09/11/2013

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
895	PCT	Filed	US/2013/024431	02/01/2013		

For purposes of this Appendix 2, references to "PCT,"OAPI," "EAPO" and "ARIPO" shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.1 and 2.2 of this Agreement.

Appendix 3

Emtricitabine Patents

(EMU108) TITLE: ANTIVIRAL ACTIVITY AND RESOLUTION OF 2-HYDROXYMETHYL-5-(5-FLUOROCYTOSIN-1-YL)-1,3-OXATHIOLANE

Country	Filing Date	Serial Number	Patent Number	Grant Date
Nigeria	21-Feb-1992	RP48/92		

(EMU4000) TITLE: 1,3-OXATHIOLANE NUCLEOSIDE ANALOGUES

Country	Filing Date	Serial Number	Patent Number	Grant Date
Botswana	27-Apr-1998	BW/A/1998/00163	BW/P/2002/00042	22-May-2003
Congo, Republic of	28-Jan-2000	NP/04/EXT/2000	2000/3587	22-Jun-2003
Dominican Republic	10-Jul-1997	1793970004607	370	23-Jul-2001
Honduras	18-Aug-1997	PICA97118	3775	25-Apr-2000
Indonesia	01-Aug-1992	P-004494	ID0002829	22-Jun-1998
Jamaica	08-Jul-1997	18/1/3809	3615	25-May-2005
Kyrgyz Republic	10-Nov-1994	940226.1	310	29-Sep-2000
Nicaragua	05-Dec-1997	97.0096	1134RPI	17-May-1999
Rwanda	28-Jul-1992	92/5668	50	19-Apr-2000
South Africa	28-Jul-1992	92/5668	92/5668	28-Apr-1993
Sri Lanka	24-Jul-1992	10609	10609	07-Apr-1995

(TRI1010) TITLE: NON-HOMOGENEOUS SYSTEMS FOR THE RESOLUTION OF ENANTIOMERIC MIXTURES

Country	Filing Date	Serial Number	Patent	Grant Date
India	08-Oct-1999	IN/PCT/2001/00368/DE	197625	02-Mar-2007
India	08-Oct-1999	3639/DELNP/2004	247136	29-Mar-2011

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
TRI1010-CN	CN	Granted	99811893.1	10/08/1999	ZL99811893.1	11/28/2007

(TRI1020) TITLE: METHOD OF MANUFACTURE OF 1,3-OXATHIOLANE NUCLEOSIDES

Country	Filing Date	Serial Number	Patent Number	Grant Date
India	12-Aug-1999	IN/PCT/2001/00191/DEL	220526	29-May-2008
India	12-Aug-1999	IN/PCT/04834/DELNP/2005	243267	30-Sep-2010
India	12-Aug-1999	IN/PCT/04835/DELNP/2006	239028	03-Mar-2010
India	21-Oct-2005	IN/PCT/04840/DELNP/2	245477	20-Jan-2011

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
TRI1020-CN	CN	Granted	99809992.9	08/12/1999	ZL99809992.9	03/10/2004

(270) TITLE: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Filing Date	Serial Number	Patent Number	Grant Date
Eurasian Patent Organization (EAPO) Turkmenistan, Belarus, Tajikistan, Russian Federation, Kazakhstan, Azerbaijan, Kyrgyz, Armenia, Moldova	13-Jan-2004	200501134	015145	13-June-2011

Case Number	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
270.CN	CN	Granted	200480002190.5	01/13/2004	200480002190.5	06/06/2012
270.CND	CN	Published	201210094391.9	01/13/2004		

Appendix 4

Countries in the COBI Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Aruba
7. Bahamas
8. Bangladesh
9. Barbados
10. Belize
11. Benin
12. Bhutan
13. Bolivia
14. British Virgin Islands
15. Burkina Faso
16. Burundi
17. Cambodia
18. Cameroon
19. Cape Verde
20. Central African Republic
21. Chad
22. Comoros
23. Congo, Rep
24. Congo, Dem. Rep. of the
25. Côte d'Ivoire
26. Cuba
27. Djibouti
28. Dominica
29. Dominican Republic
30. Equatorial Guinea
31. Eritrea
32. Ethiopia
33. Fiji Islands, Rep. of the
34. Gabon
35. Gambia
36. Georgia
37. Ghana
38. Grenada
39. Guatemala
40. Guinea
41. Guinea-Bissau
42. Guyana
43. Haiti
44. Honduras
45. India
46. Jamaica
47. Kenya
48. Kiribati
49. Kyrgyzstan
50. Lao People's Dem. Rep.
51. Lesotho
52. Liberia
53. Madagascar
54. Malawi
55. Maldives
56. Mali
57. Mauritania
58. Mauritius
59. Moldova, Rep. of
60. Mongolia
61. Montserrat
62. Mozambique
63. Myanmar
64. Nauru
65. Nepal
66. Nicaragua
67. Niger
68. Nigeria
69. Pakistan
70. Palau
71. Papua New Guinea
72. Rwanda
73. Saint Kitts and Nevis
74. Saint Lucia
75. Saint Vincent & the Grenadines
76. Samoa
77. São Tomé and Príncipe
78. Senegal
79. Seychelles
80. Sierra Leone
81. Solomon Islands
82. Somalia
83. South Africa
84. South Sudan
85. Sudan
86. Suriname
87. Swaziland
88. Syrian Arab Republic
89. Tajikistan
90. Tanzania, U. Rep. of
91. Timor-Leste
92. Togo
93. Tonga
94. Trinidad and Tobago
95. Turks and Caicos
96. Tuvalu
97. Uganda
98. Uzbekistan
99. Vanuatu
100. Vietnam
101. Yemen
102. Zambia
103. Zimbabwe

Appendix 5

Countries in the EVG-Quad Territory

1. Afghanistan
2. Angola
3. Anguilla
4. Antigua and Barbuda
5. Armenia
6. Bahamas
7. Bangladesh
8. Barbados
9. Belize
10. Benin
11. Bhutan
12. Bolivia
13. British Virgin Islands
14. Burkina Faso
15. Burundi
16. Cambodia
17. Cameroon
18. Cape Verde
19. Central African Republic
20. Chad
21. Comoros
22. Congo, Rep
23. Congo, Dem. Rep. of the
24. Côte d'Ivoire
25. Cuba
26. Djibouti
27. Dominica
28. Equatorial Guinea
29. Eritrea
30. Ethiopia
31. Fiji Islands, Rep. of the
32. Gabon
33. Gambia
34. Georgia
35. Ghana
36. Grenada
37. Guatemala
38. Guinea
39. Guinea-Bissau
40. Guyana
41. Haiti
42. Honduras
43. India
44. Jamaica
45. Kenya
46. Kiribati
47. Kyrgyzstan
48. Lao People's Dem. Rep.
49. Lesotho
50. Liberia
51. Madagascar
52. Malawi
53. Maldives
54. Mali
55. Mauritania
56. Mauritius
57. Moldova, Rep. of
58. Mongolia
59. Mozambique
60. Myanmar
61. Nauru
62. Nepal
63. Nicaragua
64. Niger
65. Nigeria
66. Pakistan
67. Palau
68. Papua New Guinea
69. Rwanda
70. Saint Kitts and Nevis
71. Saint Lucia
72. Saint Vincent & the Grenadines
73. Samoa
74. São Tomé and Príncipe
75. Senegal
76. Seychelles
77. Sierra Leone
78. Solomon Islands
79. Somalia
80. South Africa
81. South Sudan
82. Sudan
83. Suriname
84. Swaziland
85. Syrian Arab Republic
86. Tajikistan
87. Tanzania, U. Rep. of
88. Timor-Leste
89. Togo
90. Tonga
91. Trinidad and Tobago
92. Turks and Caicos
93. Tuvalu
94. Uganda
95. Uzbekistan
96. Vanuatu
97. Vietnam
98. Yemen
99. Zambia
100. Zimbabwe

Appendix 6-A
Form of Amended and Restated Sublicense Agreement
(Manufacturers in India that have previously executed an Existing Gilead License Agreement or Existing MPP License Agreement)

Appendix 6-B
Form of Sublicense Agreement
(Manufacturers in India)

Appendix 6-C
Form of Sublicense Agreement
(Manufacturers in China)