LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made as of November 24, 2014 (the "**Effective Date**") by and between **AbbVie Inc.,** a Delaware corporation having its principal place of business at 1 North Waukegan Road, North Chicago, Illinois 60064, AbbVie Deutschland GmbH & Co KG having its principal place of business at Knollstraße 67061 Ludwigshafen, Germany (collectively, "**AbbVie**"), and the **Medicines Patent Pool Foundation**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at 17 Chemin Louis-Dunant, Geneva 1202, Switzerland ("**MPP**"). Each of AbbVie and MPP is referred to in this Agreement as a **Party**. AbbVie and MPP are collectively referred to in this Agreement as the **Parties**.

RECITALS

WHEREAS, 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 HIV medicines by facilitating access to intellectual property on these medicines;

WHEREAS, AbbVie owns certain rights, title and interest in or has the right to sublicense the AbbVie Patents (as defined below) relating to the antiretroviral compounds known as lopinavir and ritonavir;

WHEREAS, the MPP desires to obtain a license from AbbVie under the AbbVie Patents to allow it to grant sublicenses of the AbbVie Patents to various third parties in order to promote access to pediatric formulations of antiretroviral drugs in a number of low and middle-income countries;

WHEREAS, AbbVie is willing to grant such a license provided that such sublicenses are in the form of the Sublicense (as defined below);

WHEREAS, the intent of this Agreement is to provide access to AbbVie Patents, and not to create any non-patent-related barriers where AbbVie Patents do not exist;

NOW, THEREFORE, in consideration of the covenants and obligations expressed in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. Definitions

1.1 **AbbVie Patents** shall mean Territory Patents and Non-Territory Patents.

1.2 **Affiliate** shall mean, in relation to a Party, any corporation, firm, partnership or other entity which is directly or indirectly controlled by, in control of, or under common control with such Party. For the purposes of this definition, "control" shall mean the ability of any corporation, firm, partnership or other entity, whether through ownership of shares or otherwise, to procure that the affairs of a Party hereto are conducted in accordance with the wishes of such corporation, firm, partnership or other entity.

1.3 **Agreement Quarter** shall mean any period of three months ending on the last day of March or June or September or December.

1.4 **Commercialization** shall mean any and all activities directed to the preparation for sale of, offering for sale of, or sale of a Licensed Product, including activities related to marketing, promoting, distributing, and importing such Licensed Product, and interacting with regulatory authorities regarding any of the foregoing. When used as a verb, "**to Commercialize**" and "**Commercializing**" means to engage in Commercialization, and "**Commercialized**" has a corresponding meaning.

1.5 **Development** shall mean all activities related to research, pre-clinical and other non-clinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, qualification and validation, quality assurance/quality control, clinical studies, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of applications to regulatory authorities, regulatory affairs with respect to the foregoing and all other activities necessary or reasonably useful or otherwise requested or required by a regulatory authority as a condition or in support of obtaining or maintaining a regulatory approval. When used as a verb, "**Develop**" means to engage in Development.

1.6 **Exploit** or **Exploitation** shall mean to make, have made, import, use, sell, or offer for sale, including to research, Develop, Commercialize, register, Manufacture, have Manufactured, hold, or keep (whether for disposal or otherwise), have used, export, transport, distribute, promote, market, or have sold or otherwise dispose of.

1.7 **Field** shall mean the pediatric treatment or prevention of HIV.

1.8 **Licensed Compounds** shall mean the antiretroviral compounds known as lopinavir and ritonavir, individually or in combination, manufactured or sold for the sole purpose of use in Licensed Product solely for Exploitation in the Field in the Territory.

1.9 **Licensed Products** shall mean (i) pediatric non-tablet formulations for use in the Field containing ritonavir, or a combination of lopinavir and/or ritonavir with or without other active ingredients and (ii) pediatric tablet formulations for use in the Field containing 40mg lopinavir and 10mg ritonavir or less per tablet with or without other active ingredients.

1.10 **Manufacture** and **Manufacturing** shall mean all activities related to the production, manufacture, processing, filling, finishing, packaging, labeling, shipping, and holding of the Licensed Product, or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and commercial manufacture and analytic development, product characterization, stability testing, quality assurance, and quality control.

1.11 **New Formulation** shall mean any Licensed Product that has not been approved for pediatric use as of the Effective Date.

1.12 **New Lopinavir/Ritonavir Formulation** shall mean those New Formulations containing only lopinavir and ritonavir, individually or in combination.

1.13 **Non-Territory Eligible Purchasers** shall mean: (a) the following organizations to the extent that they are not-for-profit organizations: (i) NGOs including without limitation those recognized by the applicable local government ministry; (ii) UN-related

organizations working for or within the Territory, including but not limited to UNDP and UNICEF; (iii) Not-for-profit organizations including without limitation, Médecins Sans Frontières, Save-the-Children, OXFAM and the International Committee of the Red Cross (ICRC); and (iv) Funding mechanisms and programs funded by such mechanisms, including without limitation, UNITAID, PEPFAR, USAID, Global Fund, etc.; and agencies based outside the Territory to the extent that they are supporting implementation locally within the Territory, and (b) nominally for-profit procurement organizations but only to the extent that such procurements are supporting not-for-profit treatment programs as described in (a) of this provision.

1.14 **Non-Territory Patents** shall mean those patents and patent applications listed in Exhibit C, and any continuation, continuation-in-part, divisional applications, and foreign equivalents thereof.

1.15 **Sole License** shall mean a non-exclusive license granted solely to AbbVie and to no other party.

1.16 **Sublicense** shall mean the Form Sublicense Agreement as attached in Exhibit D.

1.17 **Sublicensee** shall mean any entity that has entered into a Sublicense in accordance with the terms of Article 3.

1.18 **Territory** shall mean those countries set forth in Exhibit A.

1.19 **Territory Patents** shall mean those patents and patent applications as set forth in Exhibit B, and any continuation, continuation-in-part, divisional applications and foreign equivalents thereof.

1.20 **Third Party** means any individual or entity other than MPP, AbbVie and their respective Affiliates.

2. License Grants

2.1 Subject to the other terms and conditions of this Agreement, AbbVie hereby grants to MPP:

(a) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the Territory Patents to Exploit the Licensed Products in the Field and in the Territory;

(b) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to Manufacture and Develop the Licensed Compounds and Licensed Products solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory;

(c) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to sell, offer to sell, or otherwise distribute

Licensed Products to Non-Territory Eligible Purchasers solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory; and

(d) a non-exclusive, non-transferable license to grant sublicenses in accordance with Section 3 under the AbbVie Patents to sell, offer to sell, or otherwise distribute Licensed Compounds solely for the purpose of Commercialization of Licensed Products in the Field and in the Territory.

2.2 MPP agrees that it will not itself Exploit the AbbVie Patents in any manner. The licenses granted hereunder do not include any license or other right to use any AbbVie trademark, trade name, logo or service mark (each, an "**AbbVie Mark**") or any word, logo or any expression that is similar to or alludes to any AbbVie Mark.

2.3 Nothing in this Agreement or in the Sublicense shall be construed to prevent Sublicensees from engaging in any activities where such activities would not infringe an AbbVie Patent granted and in force, including, without limitation, where a country has issued a compulsory license on AbbVie Patent(s).

2.4 AbbVie shall provide, upon MPP's request, a Sublicensee with NCE Exclusivity or other regulatory exclusivity waivers to the extent required by the applicable regulatory authorities in order to manufacture or sell Licensed Product(s) in the Territory in accordance with the terms of the Sublicense.

2.5 Except as expressly set forth in this Agreement, AbbVie does not grant any license to MPP under any of its intellectual property rights (including, without limitation, AbbVie Patents or rights to any proprietary compounds or drug substances other than Licensed Compounds).

2.6 Notwithstanding anything to the contrary herein, MPP acknowledges and agrees that the license granted under this Section 2 is granted solely under and with respect to AbbVie Patents for the purposes of supplying Licensed Compounds and Licensed Products for ultimate use in Licensed Products used in the Field and in the Territory. Nothing in this Agreement will be construed as granting MPP or a Sublicensee any rights under any patents, know-how or otherwise to use or sell the Licensed Product for ultimate use outside of the Field or outside of the Territory.

3. Sublicenses

3.1 Form of Sublicense. MPP shall not grant sublicenses other than in the form of the Sublicense.

3.2 Sublicensee Identification. The parties intend that MPP will identify potential manufacturers of pharmaceutical products with a view to enter into Sublicenses. Upon identification of such a manufacturer, in each case, MPP shall provide notice to AbbVie of the identity of the manufacturer (including the name, address, principle place of business, list of affiliated entities) and provide AbbVie with (i) the information contemplated by Section 3.3, (ii) the complete development, manufacturing and commercialization plans proposed by the manufacturer, including without limitation the proposed supply chain of the Licensed Compounds and Licensed Products; and (iii) any additional information that may be at the time reasonably

requested by AbbVie to enable AbbVie to evaluate a proposed Sublicensee.

3.3 Sublicensee Certification. MPP shall only enter into Sublicenses with entities that have produced reasonable evidence demonstrating their intent and capability to:

(a) comply with applicable laws relating to corruption (including anti-bribery laws and the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), where certification to this effect, absent other contrary evidence, shall constitute reasonable evidence under this Section 3.3; and

(b) manufacture Licensed Products in compliance with the obligations set forth in the Sublicense.

3.4 AbbVie Consent of Proposed Sublicensee.

(a) MPP shall not enter into a Sublicense with a party without AbbVie's prior written consent with respect to that party. AbbVie's consent shall not be withheld, except as reasonably based upon the Sublicensee requirements set forth in Section 3.3. AbbVie's consent shall be understood as granted unless otherwise notified by AbbVie in writing within thirty (30) days of MPP's initial written notice of pursuant to Section 3.2.

(b) AbbVie's consent to a Sublicense pursuant to this Section 3.3 shall not waive or derogate from any other obligation of MPP under this Agreement.

3.5 Insurance. MPP shall cause the Sublicensees to purchase and maintain appropriate product liability insurance as per the terms of the Sublicense.

4. MPP Obligations

4.1 Monitoring of Compliance. MPP agrees to monitor compliance with each Sublicense by each Sublicensee. Such monitoring shall include:

(a) reviewing with all reasonable skill and care any reports provided to MPP by the Sublicensee under Sections 3.5 and 10.2 of the Sublicense;

(b) within 30 days of the expiry of the ten Business Day period referred to in Section 10.2 of the Sublicense, assessing in relation to each Sublicensee whether the supplies of Licensed Products made in the relevant Agreement Quarter were made in accordance with the terms of the Sublicense and this Agreement, and promptly reporting the outcome of such assessment to AbbVie; and

(c) fully exercising the audit right set out in Section 10.1 of the Sublicense at MPP's own cost as soon as MPP has reasonable cause to believe (or as soon as AbbVie and MPP have agreed that they have reasonable cause to believe) an audit is necessary.

4.2 Reports. MPP will send to AbbVie within 30 days following the end of each calendar quarter (i) the number of units of Licensed Products sold by strength / formulation by country, and (ii) the amount of Licensed Compound manufactured under this Agreement for the purpose of making Licensed Products. MPP shall also provide AbbVie with a quarterly written

report setting forth each Sublicensee's (a) Licensed Products development pipeline, (b) status of development of each Licensed Product in development, (c) regulatory filing plan with the WHO Pre-qualification Programme or a Stringent Regulatory Authority ("Stringent Regulatory Authority"), defined as regulatory authorities which are members, observers or associates of the International Conference on Harmonization of Technical Requirements for Registration of Pharmaceuticals for Human Use, as may be updated from time to time for each Licensed Product, and (d) a list of countries within the Territory for which such regulatory approvals or authorizations have been obtained for any Licensed Product. AbbVie agrees that information contained in quarterly and other such reports shall be treated as Confidential Information.

4.3 Audit. MPP grants AbbVie the right, with reasonable notice, to: (a) inspect and audit the performance of, and compliance with, this Agreement and applicable laws; and (b) inspect and audit all documents and other records relating to the performance of this Agreement. MPP will cooperate with and provide all reasonable assistance to AbbVie, its officers, employees, agents, advisors, representatives or contractors exercising AbbVie's rights under this Section 4.3. AbbVie will provide MPP with a commercially reasonable period of notice of the proposed audit; *provided*, *however*, dispute as to such notice shall not limit MPP's obligations under this section. The parties agree that such audits will not be conducted more than once in any 12-month period, unless the prior audit has shown evidence of the failure of MPP or a Sublicensee to perform in compliance with this Agreement or with applicable laws.

4.4 Notification of Breach. If MPP becomes aware of any act or omission of a Sublicensee which constitutes a breach of the relevant Sublicense MPP shall immediately notify AbbVie and (i) if the breach is capable of correction and does not give rise to an immediate right of termination under the Sublicense, direct the relevant Sublicensee in writing to cure the breach; and (ii) if the breach remains uncured at the end of the specified period, or if there are otherwise grounds for termination under the Sublicense, terminate the relevant Sublicense in accordance with its terms.

4.5 OFAC. MPP represents that neither MPP nor, to the knowledge of MPP, any director, officer, employee, or agent of MPP, is an individual or entity ("Person") that is, or is owned or controlled by Persons that are: (i) the target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("Sanctions"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan, and Syria) MPP represents and covenants that it will not, directly or indirectly, use, transfer, lend, contribute or otherwise make available AbbVie Patents to any Person to engage in any activities or business of or with any Person, or in any country or territory, that, at the time of such transfer or other transaction, is, or whose government is, the target of Sanctions unless exempt from, or authorized pursuant to, applicable Sanctions.

4.6 Pharmacovigilance. If MPP or any Sublicensee becomes aware of any adverse reaction relating to the Licensed Products in connection with this Agreement or a Sublicense Agreement, MPP or the relevant Sublicensee shall inform AbbVie within 24 hours of its becoming aware and cooperate with AbbVie in fulfilling AbbVie's reporting responsibilities under applicable laws and regulations.

5. AbbVie Commercialization Rights

5.1 New Lopinavir/Ritonavir Formulations. MPP will require that the Sublicensees grant to AbbVie an option to and right of first refusal for:

(a) (1) the sole right to purchase New Lopinavir/Ritonavir Formulations from the Sublicensee developing such formulation for sale in the United States and the European Union under terms to be agreed upon by the Sublicensee and AbbVie; or (2) a Sole License to any patents and know-how necessary or useful in exploiting such New Lopinavir/Ritonavir Formulations in the United States and the European Union under terms to be agreed upon by Sublicensee and AbbVie; *provided*, in the event that AbbVie chooses option (2), the term of such Sole License shall last until the termination or expiration of this Agreement, whereupon such Sole License will be converted into a license under royalty and terms to be agreed upon by Sublicensee and AbbVie, and AbbVie will pay Sublicensee a royalty of 4% of the Net Sales of the New Lopinavir/Ritonavir Formulation, payable at the end of each Agreement Quarter for such Sole License; and

(b) a non-exclusive right to commercialize and otherwise exploit the New Lopinavir/Ritonavir Formulations outside the United States and the European Union and outside the Territory through purchase or royalty-free non-exclusive license.

AbbVie will have ninety (90) days from the date of notification to AbbVie of a New Lopinavir/Ritonavir Formulation in which it may provide notice of its intent to exercise the option provided in this section, failing which the option(s) will have been deemed to be declined.

5.2 New Formulations Containing Other Compounds. MPP will require that Sublicensee grant to AbbVie a right of first negotiation to obtain the sole rights to commercialize any New Formulation which is not a New Lopinavir/Ritonavir Formulation under the two options described in Section 5.1(a). In the event that such New Formulation contains compounds also under license to MPP from a third party that contains non-exclusive grant-back obligations, the parties will confer regarding commercialization rights outside the Territory. Financial terms for the agreement(s) contemplated by this paragraph will be on terms to be negotiated among the parties. AbbVie will have ninety (90) days from the date of notification to AbbVie of a New Formulation containing other compounds in which it may provide notice of its intent to exercise the option provided in this section, failing which the option(s) will have been deemed to be declined.

6. Representations, Warranties and Covenants

6.1 Ability to Perform. MPP and AbbVie 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.

6.2 MPP Representations. MPP represents, warrants and covenants that:

(a) all of its activities related to the use of the AbbVie Patents and Licensed Product by the Sublicensees, pursuant to this Agreement and the Sublicense Agreements will comply with all applicable legal and regulatory requirements; and

(b) as between AbbVie and MPP and between AbbVie and any Sublicensee, MPP acknowledges and agrees that AbbVie will have no liability whatsoever in relation to any infringement of the intellectual property rights of any Third Party by either MPP or any Sublicensee.

6.3 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, including all applicable anti-bribery and corruption laws (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and, in particular, MPP will not, directly or indirectly, offer, promise or give any financial or other advantage and or pay money or anything of value to government officials, political parties, candidates and any other person for the purposes of corruptly obtaining or retaining business. MPP will certify to AbbVie in writing, at the frequency requested by AbbVie (and at least once annually), compliance with their obligations under this Agreement (including compliance with the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010).

(b) 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.

6.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MPP ACKNOWLEDGES AND AGREES THAT (I) THE ABBVIE PATENTS ARE LICENSED TO MPP "AS IS" AND (II) ABBVIE DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED PRODUCTS, THE ABBVIE PATENTS OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT.

6.5 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, IN RECOGNITION OF THE HUMANITARIAN NATURE OF THIS AGREEMENT AND THE LACK OF ANY ROYALTY TO ABBVIE OR OTHER PAYMENTS TO ABBVIE UNDER THIS AGREEMENT, ABBVIE WILL NOT HAVE ANY LIABILITY TO MPP OR THE SUBLICENSEES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES RELATED TO THIS AGREEMENT UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, ABBVIE WILL HAVE NO LIABILITY IN THE EVENT THE ABBVIE

PATENTS ARE INVALID OR UNENFORCEABLE, OR IN THE EVENT THE EXERCISE BY MPP OF ITS RIGHTS UNDER THIS AGREEMENT OR A SUBLICENSEE UNDER THE RELEVANT SUBLICENSE AGREEMENT INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

6.6 MPP Indemnity. MPP shall jointly and severally indemnify and hold harmless and defend AbbVie, and its Affiliates, licensors, directors, officers, employees and agents (collectively, the "AbbVie 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 an AbbVie Indemnitee becomes legally obligated to pay because of any claim against it arising out of or relating, directly or indirectly to: (a) any breach by MPP of the terms and conditions of this Agreement, (b) any negligence or willful misconduct by or on behalf of MPP, or (c) any breach of a Sublicense by MPP.

7. Term and Termination

7.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue until the expiration of the last-to-expire AbbVie Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of Licensed Compound or the Licensed Product in the Territory.

7.2 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 30 days after such written notice to cure such breach, or to provide a timeline to cure such breach to the satisfaction of the non-breaching party. If such breach is not cured within the 30 day period or in accordance with the timeline, this Agreement shall effectively terminate.

7.3 Additional Termination Rights.

(a) AbbVie will have the right to terminate this Agreement, at AbbVie's sole discretion, upon delivery of written notice to MPP in the event of (i) any failure by MPP of ensuring compliance with relevant OFAC regulations under Section 4.5 of this Agreement, and (ii) the uncured material breach of any of MPP's obligations under Section 4 of this Agreement, where notice and opportunity to cure shall follow those provisions set forth in Section 7.2.

(b) Each of AbbVie and MPP will have the right to terminate any Sublicense, upon delivery of written notice to the relevant Sublicensee(s) upon the occurrence of any of the following: (i) without prejudice to Section 2.3 and 2.6, a cross border diversion of the Licensed Compounds or Licensed Products whereby any Sublicensee (directly or indirectly or through a Third Party, located in or out of the Territory) uses, offers for sale, sells, has sold Licensed Compounds or Licensed Products for use in any country outside of the Territory in breach of this Agreement; (ii) any Exploitation of the Licensed Compounds outside the Field or outside the Territory where such Exploitation would infringe any AbbVie Patent granted and in force; (iii) any failure by the Sublicensees to comply with the quality requirements under the Sublicense; (iv) the occurrence of a direct or indirect Change of Control of Sublicensee that has not been consented to by AbbVie and MPP in writing; or (v) in the event of any violation of any

laws and regulations or misappropriation of a Third Party's intellectual property rights by a Sublicensee anywhere in the world, pursuant to which AbbVie is joined in litigation or risks payment of fines, fees or damages.

7.4 Effect of Termination.

(a) In the event that this Agreement is terminated other than under Section 7.1, (i) all rights and licenses granted to MPP under Section 2 will terminate; (ii) all Sublicenses will be automatically converted into licenses between AbbVie and the Sublicensees, provided that the Sublicensee is not in breach of the Sublicense, and that AbbVie reserves its rights to terminate the licenses so converted on the same grounds as those having led to termination of this Agreement; and (iii) neither Party will be relieved of any obligation that accrued prior to the effective date of such termination.

(b) It is understood and agreed that AbbVie will be entitled to specific performance as a remedy to enforce the provisions of this Agreement, in addition to any other remedy to which it may be entitled by applicable law. Termination of this Agreement or a Sublicense Agreement by AbbVie will not preclude AbbVie from claiming damages from MPP or the Sublicensee for any breach of this Agreement or in relation to the event having given rise to the termination, or affect any other right or remedy available to AbbVie.

7.5 Insolvency. Either Party may terminate this Agreement in the event that the other Party becomes insolvent, makes an assignment to the benefit of creditors, or has a petition in bankruptcy filed for or against it.

7.6 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.

7.7 Survival. Sections 6.4, 6.5, 6.6, 7.4, 7.7, 8.1, 8.2, 8.3, 9.5 and 9.6 shall survive termination or expiry of this Agreement.

8. Confidentiality and Publications

8.1 Confidential Information. All technology, know-how, business information, quarterly reports or any other confidential information 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 Third 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 without obligations of confidentiality 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 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 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.

8.2 Authorized Disclosure. The Receiving Party may disclose Confidential Information belonging to the other Party to the extent (and only to the extent) such disclosure is reasonably necessary in the following instances:

(a) regulatory filings;

(b) prosecuting or defending litigation;

(c) complying with applicable governmental laws and regulations (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance; and

(d) disclosure, in connection with the performance of this Agreement and solely on a "need-to-know basis", to Affiliates, potential collaborators (including potential co-marketing and co-promotion contractors), research collaborators, employees, consultants or agents, each of whom prior to disclosure must be bound by similar obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Section 8; *provided*, *however*, that the receiving Party will remain responsible for any failure by any such person who receives Confidential Information pursuant to this Section 8 to treat such Confidential Information as required under this Section 8.

8.3 Effect of Disclosure. If and whenever any Confidential Information is disclosed in accordance with Section 8.2, such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement). Where reasonably possible, the Receiving Party will notify the Disclosing Party of its intent to make such disclosure pursuant to Section 8.2(c) sufficiently prior to making such disclosure so as to allow the Disclosing Party adequate time to take whatever action it may deem appropriate to protect the confidentiality of the information.

8.4 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 as far in advance as reasonably practicable and 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.

8.5 Publications. MPP agrees to provide AbbVie with a manuscript of any scientific publication or medical communication regarding a New Formulation, including but not limited to manuscripts, abstracts, posters, slides or other materials used for presentations (collectively, "Scientific Publication(s)"), at least ninety (90) days prior to presentation or submission thereof for publication. AbbVie reserves the right to review any such Scientific Publication and to require changes therein in order to protect its proprietary rights and interests in the Confidential Information. MPP agrees that it shall not present, publish nor submit any Scientific Publication without the prior approval of AbbVie, which approval shall not be unreasonably withheld.

8.6 Other Use of Names. Except as otherwise set forth herein, including in Section 8.4, MPP shall not use AbbVie's name, trademark, servicemark or logo in any publicity, advertising or announcement, without AbbVie's prior written consent.

9. Miscellaneous

9.1 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.

9.2 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.

9.3 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.

9.4 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 AbbVie:

AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064
Attention: General Counsel

with a copy to:

Business Legal, Dept. V323
AbbVie Inc.
1 North Waukegan Road
North Chicago, Illinois 60064
Attention: Vice President & Assoc. General Counsel
Facsimile: (847) 938-1342

In the case of MPP:

Medicines Patent Pool
Chemin Louis-Dunant 17
Geneva 1202
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.

9.5 Language; Governing Law. This Agreement is entered into and will be governed by 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 and Wales, without regard to its choice of law principles.

9.6 Dispute resolution. The parties agree that in the event of a dispute they shall first attempt in good faith to resolve such dispute. In the event that such dispute is not resolved on an informal basis, either Party may refer the dispute to the Executive Director of the MPP, and to Perry Siatis, Vice President, AbbVie (together, the Designated Officers). If such dispute is not resolved by the Designated Officers within 30 days, the Parties will follow the provisions provided for in the Alternative Dispute Resolution attached hereto as Exhibit E.

9.7 Assignment. AbbVie is entitled to transfer and assign this Agreement and the rights and obligations under this Agreement to an Affiliate or in the context of a sale of substantially all related business, with prior notice to MPP. MPP is not entitled to transfer or assign this Agreement or the rights and obligations under this Agreement without prior written consent of AbbVie. Any attempted assignment or delegation in violation of this Section 9.7 shall be void and of no effect.

9.8 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.

ABBVIE:

AbbVie Inc.

By _____
Name: William J. Chase
Title: EVP, CFO

AbbVie Deutschland GmbH & Co KG.
by AbbVie Komplementär GmbH

By _____
Name: William J. Chase
Title: Managing Director

MPP:

Medicines Patent Pool

By _____
Name: Greg Perry
Title: Executive Director

Exhibit A
Countries in the Territory

1. Afghanistan
2. Algeria
3. Angola
4. Armenia
5. Azerbaijan
6. Bangladesh
7. Benin
8. Bolivia
9. Botswana
10. Burkina Faso
11. Burundi
12. Bhutan
13. Cambodia
14. Cameroon
15. Cape Verde
16. Central African Republic
17. Chad
18. Comoros
19. Congo Brazzaville
20. Côte d'Ivoire
21. Dominican Republic
22. DR Congo
23. Djibouti
24. Egypt
25. El Salvador
26. Equatorial Guinea
27. Eritrea
28. Ethiopia
29. Gabon
30. Gambia
31. Georgia
32. Guatemala
33. Ghana
34. Guinea
35. Guinea Bissau
36. Guyana
37. Haiti
38. Honduras
39. Indonesia
40. Kenya
41. Kiribati
42. Korea Dem. Rep.
43. Kyrgyzstan
44. Laos
45. Lesotho
46. Liberia
47. Libya
48. Madagascar
49. Malawi
50. Malaysia
51. Maldives
52. Mali
53. Marshall Islands
54. Mauritania
55. Mauritius
56. Micronesia
57. Moldova
58. Mongolia
59. Morocco
60. Mozambique
61. Myanmar
62. Namibia
63. Nepal
64. Nicaragua
65. Niger
66. Nigeria
67. Pakistan
68. Panama
69. Papua New Guinea
70. Paraguay
71. Peru
72. Philippines
73. Rwanda
74. Samoa
75. São Tomé and Principe
76. Senegal
77. Seychelles
78. Sierra Leone
79. Solomon Islands
80. Somalia
81. South Africa
82. South Sudan
83. Sri Lanka
84. Sudan
85. Swaziland
86. Syrian Arab Republic
87. Tajikistan
88. Tanzania
89. Thailand
90. Timor-Leste
91. Togo
92. Tunisia
93. Turkmenistan
94. Tuvalu
95. Uganda
96. Uzbekistan
97. Vanuatu
98. Vietnam
99. West Bank and Gaza
100. Yemen
101. Zambia
102. Zimbabwe

Exhibit B
Territory Patents

	Countries in the Territory	Application Number	Application Date	Status	Patent Number
NON-PEPTIDE RETROVIRAL PROTEASE INHIBITORS	Philippines	1-2002-00841	12/13/2002	Granted	1-2002-00841
	Philippines	1-2004-000034	01/29/2004	Granted	1-2004-000034
	Philippines	47529	12/22/1993	Granted	1-1993-47529
	Pakistan	1105/98	10/29/1998	Filed	
METHOD FOR IMPROVING PHARMACOKINETICS	Philippines	53535	06/27/1996	Granted	1-1996-53535
RETROVIRAL PROTEASE INHIBITING COMPOUNDS	Philippines	1-2001-00123	01/23/2001	Granted	1-2001-00123
	Philippines	1-2005-000384	08/01/2005	Granted	1-2005-000384
	Philippines	1-2007-000441	10/26/2007	Filed	
	Philippines	I-55031	12/12/1996	Granted	1-1996-55031
	Pakistan	1106/98	10/29/1998	Granted	140849
	Thailand	034617	12/04/1996	Granted	13302
	South Africa	9610475	12/12/1996	Granted	96/10475
PHARMACEUTICAL COMPOSITION	Malaysia	PI9902107	05/27/1999	Granted	MY-116032-A
	Philippines	1-2003-00471	10/03/2003	Granted	1-2003-00471
	Philippines	1/2002-000414	09/05/2003	Granted	1-2002-000414
	Philippines	I-58579	11/20/1997	Granted	1-1997-58579
	South Africa	9710071	11/07/1997	Granted	97/10071
POLYMORPH OF A PHARMACEUTICAL	Indonesia	W00200703601	10/30/2007	Granted	IDP0030607B
	Indonesia	W00200800567	02/18/2008	Granted	IDP0030609B
	Indonesia	W00200100165	07/19/1999	Granted	ID0021288
	Malaysia	PI20042546	07/16/1999	Granted	MY-145265-A
	Malaysia	PI99003007	07/16/1999	Granted	MY-121765-A
	Philippines	1-2004-000384	09/06/2004	Granted	1-2004-000384
	Philippines	1-2009-000354	11/12/2009	Filed	
	Philippines	1-1999-01795	07/19/1999	Granted	1-1999-01795
	Thailand	9901002650	07/19/1999	Filed	

IMPROVED PHARMACEUTICAL FORMULATIONS	Indonesia	W-00200102545	05/25/2000	Granted	ID0021296
	Indonesia	W-00200201861	12/01/2000	Granted	IDP002525796
	Malaysia	PI20002425	05/31/2000	Granted	MY-127908-A
	Philippines	1-2007-000165	04/25/2007	Granted	1-2007-000165
	Philippines	1-2000-01457	06/02/2000	Granted	1-2000-001457
	Thailand	0001001931	05/31/2000	Filed	
SOLID PHARMACEUTICAL DOSAGE FORM	Armenia	200600473	08/23/2004	Granted	011924
	Armenia	200701790	02/21/2006	Granted	014446
	Azerbaijan	200600473	08/23/2004	Granted	011924
	Azerbaijan	200701790	02/21/2006	Granted	014446
	Dominican Republic	P2006-0050	02/16/2006	Filed	
	Georgia	10274/01-07	02/21/2006	Granted	P5083
	Guatemala	PI-2006-0295-A	11/03/2009	Filed	
	Guatemala	PI-2006-0295	02/16/2006	Granted	5461
	Honduras	2010-001333	07/08/2010	Filed	
	Honduras	8070/2006	02/16/2006	Filed	
	Indonesia	W-00200600560	08/23/2004	Granted	P-ID0023461
	Indonesia	W-00200702744	02/21/2006	Filed	
	Kyrgyzstan	200600473	08/23/2004	Granted	011924
	Kyrgyzstan	200701790	02/21/2006	Granted	014446
	Sri Lanka	13996	08/23/2004	Granted	13996
	Sri Lanka	14598	02/21/2006	Filed	
	Moldova	200600473	08/23/2004	Granted	011924
	Moldova	200701790	02/21/2006	Granted	014446
	Malaysia	PI20060745	02/22/2006	Granted	MY-146247-A
	Nicaragua	2006-0051-1	09/16/2009	Filed	
	Nicaragua	2006-000051	08/23/2004	Filed	
	Nicaragua	2007-000219	02/21/2006	Filed	
	Panama	86648-01	02/23/2006	Granted	86648-01
	Peru	1179-2009	10/12/2009	Filed	
	Peru	216-2006	02/22/2006	Granted	5450
	Philippines	1-2011-500304	02/10/2011	Filed	
	Philippines	1-2012-501811	09/12/2012	Filed	
	Philippines	1-2007-501802	02/21/2006	Granted	1-2007-501802
	El Salvador	2011003914	05/20/2011	Filed	

	El Salvador	2006002427	02/23/2006	Filed	
	Thailand	0601000766	02/22/2006	Filed	
	Tajikistan	200600473	08/23/2004	Granted	011924
	Tajikistan	200701790	02/21/2006	Granted	014446
	Turkmenistan	200600473	08/23/2004	Granted	011924
	Turkmenistan	200701790	02/21/2006	Granted	014446
	Vietnam	1-2006-00476	08/23/2004	Granted	9900
	Vietnam	1-2007-01909	02/21/2006	Filed	
	South Africa	2008/01362	02/08/2008	Granted	2008/01362
	South Africa	2008/01361	08/23/2004	Filed	
	South Africa	2006/01718	08/23/2004	Granted	2006/01718
	South Africa	2007/07022	02/21/2006	Granted	2007/07022
PHARMACEUTICAL COMPOSITION	Philippines	49842	01/26/1995	Granted	1-1995-49842
PROCESS AND INTERMEDIATES FOR PREPARING RETROVIRAL PROTEASE INHIBITORS	Philippines	1-2003-500068	08/29/2001	Granted	1-2003-500068

Exhibit C

Non-Territory Patents

Title	Non-Territory Countries	Application Number	Application Date	Status	Patent Number
NON-PEPTIDE RETROVIRAL PROTEASE INHIBITORS	Austria	SZ28/2001	09/19/2001	Filed	
	Belgium	2001C/038	09/20/2001	Granted	2001C/038
	Brazil	PP1100663-3	05/07/1997	Filed	
	Brazil	PP1100661-7	05/07/1997	Granted	PP1100661-7
	Switzerland	C00674513/01	06/08/2001	Granted	C00674513/01
	Germany	SPC10199053.7	09/19/2001	Granted	P10199053.7
	Ecuador	SP-94-1223	11/30/1994	Granted	PI-97-1142
	Spain	C200100031	09/20/2001	Granted	200100031
	Great Britain	SPC/GB01/044	09/19/2001	Granted	SPC/GB01/044
	Greece	20010800024	09/20/2001	Granted	8000096
	Italy	801346	09/20/2001	Granted	C-UB2001CCP751
	Korea South	96-703602	07/04/1996	Granted	333016
	Liechtenstein	02079949.0	04/16/2003	Granted	1302468
	Luxembourg	90839	09/19/2001	Granted	90839
	Mexico	MX/a/2008/000241	01/07/2008	Granted	276886
	Netherlands	300060	09/20/2001	Granted	300060
	Portugal	103H	09/20/2001	Granted	103
	United States	90/009811	08/25/2010	Filed	
	United States	90/009812	08/25/2010	Filed	
	United States	08/410162	03/24/1995	Granted	5837873
	United States	08/410623	03/24/1995	Granted	5648497
	United States	08/410260	03/24/1995	Granted	5616714
	United States	08/411140	03/27/1995	Granted	5696270
	United States	08/412244	03/28/1995	Granted	5679797
	United States	08/415827	04/03/1995	Granted	5625072
	United States	08/417295	04/05/1995	Granted	5659045
	United States	08/417165	04/05/1995	Granted	5659044
	United States	08/418031	04/06/1995	Granted	5892052
	United States	08/418056	04/06/1995	Granted	5616720
	United States	08/417879	04/06/1995	Granted	5635523
	United States	08/413136	03/29/1995	Granted	5674882
	United States	08/418978	04/07/1996	Granted	5554783
	United States	08/821609	03/20/1997	Granted	5846987

	United States	08/944351	10/06/1997	Granted	6017928
	United States	09/619785	07/20/2000	Granted	6531610
	United States	08/409391	03/23/1995	Granted	5545750
	United States	08/409380	03/23/1995	Granted	5541334
METHOD FOR IMPROVING PHARMACOKINETICS	Austria	02079004.4	09/27/2002	Granted	E436940
	Austria	02079003.6	09/27/2002	Granted	1284140
	Austria	10185624.3	10/01/2010	Granted	2295052
	Austria	96922604.2	06/28/1996	Granted	0871465
	Australia	2000056443	09/04/2000	Granted	759386
	Australia	1996063420	06/28/1996	Granted	722812
	Belgium	02079004.4	09/27/2002	Granted	1293207
	Belgium	02079003.6	09/27/2002	Granted	1284140
	Belgium	10185624.3	10/01/2010	Granted	2295052
	Belgium	96922604.2	06/28/1996	Granted	0871465
	Canada	2224738	06/28/1996	Granted	2224738
	Switzerland	02079004.4	09/27/2002	Granted	1293207
	Switzerland	02079003.6	09/27/2002	Granted	1284140
	Switzerland	10185624.3	10/01/2010	Granted	2295052
	Switzerland	96922604.2	06/28/1996	Granted	0871465
	Germany	02079004.4	09/27/2002	Granted	69637976.7
	Germany	02079003.6	09/27/2002	Granted	69637511.7
	Germany	10185624.3	10/01/2010	Granted	69638638.0
	Germany	96922604.2	06/28/1996	Granted	69624136.6
	Denmark	02079004.4	09/27/2002	Granted	1293207
	Denmark	02079003.6	09/27/2002	Granted	1284140
	Denmark	10185624.3	10/01/2010	Granted	2295052
	Denmark	96922604.2	06/28/1996	Granted	0871465
	European Patent Convention	02079004.4	09/27/2002	Granted	1293207
	European Patent Convention	02079003.6	09/27/2002	Granted	1284140
	European Patent Convention	09166053.0	07/21/2009	Filed	
	European Patent Convention	10185624.3	10/01/2010	Granted	2295052
	European	96922604.2	06/28/1996	Granted	0871465

	Patent Convention				
	Spain	02079004.4	09/27/2002	Granted	1293207
	Spain	02079003.6	09/27/2002	Granted	1284140
	Spain	10185624.3	10/01/2010	Granted	2295052
	Spain	96922604.2	06/28/1996	Granted	0871465
	Finland	02079004.4	09/27/2002	Granted	1293207
	Finland	02079003.6	09/27/2002	Granted	1284140
	Finland	10185624.3	10/01/2010	Granted	2295052
	Finland	96922604.2	06/28/1996	Granted	0871465
	France	02079004.4	09/27/2002	Granted	1293207
	France	10185624.3	10/01/2010	Granted	2295052
	France	96922604.2	06/28/1996	Granted	0871465
	Great Britain	02079004.4	09/27/2002	Granted	1293207
	Great Britain	02079003.6	09/27/2002	Granted	1284140
	Great Britain	10185624.3	10/01/2010	Granted	2295052
	Great Britain	96922604.2	06/28/1996	Granted	0871465
	Greece	02079004.4	09/27/2002	Granted	1293207
	Greece	02079003.6	09/27/2002	Granted	1284140
	Greece	10185624.3	10/01/2010	Granted	2295052
	Greece	96922604.2	06/28/1996	Granted	0871465
	Hong Kong	03104298.8	04/07/1999	Granted	HK1053782
	Hong Kong	03104299.7	04/07/1999	Granted	HK1053783
	Hong Kong	10100569.9	01/20/2010	Filed	
	Hong Kong	99101376.4	04/07/1999	Granted	HK1016088
	Ireland	02079004.4	09/27/2002	Granted	1293207
	Ireland	02079003.6	09/27/2002	Granted	1284140
	Ireland	10185624.3	10/01/2010	Granted	2295052
	Ireland	96922604.2	06/28/1996	Granted	0871465
	Israel	122546	06/28/1996	Filed	
	Italy	02079004.4	09/27/2002	Granted	1293207
	Italy	02079003.6	09/27/2002	Granted	1284140
	Italy	10185624.3	10/01/2010	Granted	2295052
	Italy	96922604.2	06/28/1996	Granted	0871465
	Japan	2007-173713	07/02/2007	Granted	5364871
	Japan	2012-22128	07/02/2007	Filed	
	Japan	504572/97	06/28/1996	Granted	4023823
	Korea South	10-1997-0709723	06/28/1996	Granted	824547
	Liechtenstein	02079004.4	09/27/2002	Granted	1293207
	Liechtenstein	10185624.3	10/01/2010	Granted	2295052
	Luxembourg	02079004.4	09/27/2002	Granted	1293207

	Luxembourg	02079003.6	09/27/2002	Granted	1284140
	Luxembourg	10185624.3	10/01/2010	Granted	2295052
	Luxembourg	96922604.2	06/28/1996	Granted	0871465
	Monaco	10185624.3	10/01/2010	Granted	2295052
	Mexico	PA/a/2003/011677	12/16/2003	Filed	
	Mexico	PA/a/2003/011678	12/16/2003	Filed	
	Netherlands	02079004.4	09/27/2002	Granted	1293207
	Netherlands	02079003.6	09/27/2002	Granted	1284140
	Netherlands	10185624.3	10/01/2010	Granted	2295052
	Netherlands	96922604.2	06/28/1996	Granted	0871465
	Portugal	02079004.4	09/27/2002	Granted	1293207
	Portugal	02079003.6	09/27/2002	Granted	1284140
	Portugal	10185624.3	10/01/2010	Granted	2295052
	Portugal	96922604.2	06/28/1996	Granted	0871465
	United States	95/000569	09/30/2010	Filed	
	United States	90/009810	08/25/2010	Granted	6037157C1
	Sweden	02079004.4	09/27/2002	Granted	1293207
	Sweden	02079003.6	09/27/2002	Granted	1284140
	Sweden	10185624.3	10/01/2010	Granted	2295052
	Sweden	96922604.2	06/28/1996	Granted	0871465
	United States	09/957171	09/20/2001	Granted	6703403
	United States	08/687774	06/26/1996	Granted	6037157
RETROVIRAL PROTEASE INHIBITING COMPOUNDS	Argentina	960105646	12/12/1996	Granted	AR005053B1
	Austria	96944941.2	12/06/1996	Granted	0882024
	Australia	2004201149	03/18/2004	Granted	2004201149
	Australia	2007231810	11/01/2007	Granted	2007231810
	Australia	1997013422	12/06/1996	Granted	725369
	Belgium	96944941.2	12/06/1996	Granted	0882024
	Brazil	PI1101190-4	08/31/1999	Filed	
	Brazil	PI1101201-3	12/30/2003	Filed	
	Brazil	PI1100397-9	04/30/1997	Granted	PI1100397-9
	Canada	2285119	12/06/1996	Granted	2285119
	Canada	2238978	12/06/1996	Granted	2238978
	Switzerland	96944941.2	12/06/1996	Granted	0882024
	China P.R.	96199904.7	12/06/1996	Granted	96199904.7
	Colombia	96-065.280B	08/10/2005	Granted	28.473
	Colombia	96-065.280	12/12/1996	Granted	28.401

	Czech Republic	PV2000-2210	12/06/1996	Granted	293650
	Czech Republic	PV2001-4528	12/14/2001	Granted	300131
	Czech Republic	PV2001-4529	12/14/2001	Granted	300127
	Czech Republic	PV2004-762	06/24/2004	Granted	296915
	Czech Republic	PV1762-98	12/06/1996	Granted	294246
	Germany	96944941.2	12/06/1996	Granted	69619140.7
	Denmark	96944941.2	12/06/1996	Granted	0882024
	European Patent Convention	01124290.6	10/18/2001	Filed	
	Spain	96944941.2	12/06/1996	Granted	0882024
	Finland	96944941.2	12/06/1996	Granted	0882024
	France	96944941.2	12/06/1996	Granted	0882024
	Great Britain	96944941.2	12/06/1996	Granted	0882024
	Greece	96944941.2	12/06/1996	Granted	0882024
	Hong Kong	02105035.4	04/09/1999	Filed	
	Hong Kong	99101462.9	04/09/1999	Granted	HK1016585
	Hungary	P0003305	08/15/2000	Granted	222731
	Hungary	P9901079	12/06/1996	Granted	223782
	Ireland	96944941.2	12/06/1996	Granted	0882024
	Israel	136661	12/06/1996	Granted	136661
	Israel	156236	12/06/1996	Granted	156236
	Israel	156237	12/06/1996	Granted	156237
	Israel	173966	02/27/2006	Granted	173966
	Israel	124607	12/06/1996	Granted	124607
	Italy	96944941.2	12/06/1996	Granted	0882024
	Japan	2000-190510	06/26/2000	Granted	4181291
	Japan	2007-327351	12/19/2007	Granted	5264160
	Japan	2012-245536	11/07/2012	Filed	
	Japan	522278/97	12/06/1996	Granted	3170292
	Korea South	00-7010425	09/20/2000	Granted	418316
	Korea South	10-1998-0704560	12/06/1996	Granted	404993
	Luxembourg	96944941.2	12/06/1996	Granted	0882024
	Mexico	PA/A/2001/010644	10/19/2001	Granted	238296
	Mexico	PA/a/2006/005517	05/16/2006	Granted	259345
	Mexico	MX/a/2008/007767	05/16/2006	Granted	284550
	Mexico	9804734	12/06/1996	Granted	205936
	Netherlands	96944941.2	12/06/1996	Granted	0882024

	New Zealand	338003	09/23/1999	Granted	338003
	New Zealand	510328	03/05/2001	Granted	510328
	New Zealand	510329	03/05/2001	Granted	510329
	New Zealand	326132	12/06/1996	Granted	326132
	Portugal	96944941.2	12/06/1996	Granted	0882024
	Sweden	96944941.2	12/06/1996	Granted	0882024
	Taiwan	089115157	02/13/1997	Granted	I259178
	Taiwan	094141039	02/13/1997	Granted	I292752
	Taiwan	096136647	02/13/1997	Granted	I330638
	Taiwan	086101654	02/13/1997	Granted	NI-158811
	United States	11/679227	02/27/2007	Granted	7968707
	United States	09/207873	12/08/1998	Granted	6284767
	United States	09/511390	02/23/2000	Granted	6313296
	United States	09/837280	04/18/2001	Granted	6472529
	United States	10/280652	10/25/2002	Granted	7279582
	United States	08/753201	11/21/1996	Granted	5914332
	Uruguay	26.324	08/31/2000	Granted	26.324
PHARMACEUTICAL COMPOSITION	Argentina	P970105444	11/20/1997	Granted	AR010634B1
	Austria	97947510.0	11/12/1997	Granted	0942721
	Australia	2000039414	06/09/2000	Granted	757970
	Australia	1998052573	11/12/1997	Granted	717546
	Belgium	97947510.0	11/12/1997	Granted	0942721
	Brazil	PI9715203-0	04/05/2001	Granted	PI9715203-0
	Brazil	PI9714310-3	11/12/1997	Granted	PI9714310-3
	Canada	2271196	11/12/1997	Granted	2271196
	Switzerland	97947510.0	11/12/1997	Granted	0942721
	China P.R.	200510128757.X	11/12/1997	Granted	200510128757.X
	China P.R.	97199780.2	11/12/1997	Granted	ZL97199780.2
	Czech Republic	PV1602-99	11/12/1997	Granted	299728
	Germany	97947510.0	11/12/1997	Granted	69718668.7
	Denmark	97947510.0	11/12/1997	Granted	0942721
	European Patent Convention	97947510.0	11/12/1997	Granted	0942721
	Spain	97947510.0	11/12/1997	Granted	0942721
	Finland	97947510.0	11/12/1997	Granted	0942721
	France	97947510.0	11/12/1997	Granted	0942721
	Great Britain	97947510.0	11/12/1997	Granted	0942721
	Greece	97947510.0	11/12/1997	Granted	0942721

	Hong Kong	00101651.8	03/17/2000	Granted	HK1022441
	Hungary	P0002932	11/12/1997	Granted	224319
	Ireland	97947510.0	11/12/1997	Granted	0942721
	Israel	129300	11/12/1997	Granted	129300
	Italy	97947510.0	11/12/1997	Granted	0942721
	Japan	2004-163024	06/01/2004	Granted	4523799
	Japan	523751/98	11/12/1997	Granted	3592337
	Korea South	10-2003-7006036	04/30/2003	Granted	516567
	Korea South	10-1999-7004469	11/12/1997	Granted	478075
	Luxembourg	97947510.0	11/12/1997	Granted	0942721
	Mexico	PA/A/1999/004688	11/12/1997	Granted	217158
	Netherlands	97947510.0	11/12/1997	Granted	0942721
	Norway	19992427	11/12/1997	Granted	326927
	New Zealand	335002	11/12/1997	Granted	335002
	Poland	P-336980	11/12/1997	Granted	190185
	Portugal	97947510.0	11/12/1997	Granted	0942721
	Sweden	97947510.0	11/12/1997	Granted	0942721
	Slovak Republic	PV0655-99	11/12/1997	Granted	285022
	Turkey	1999/01129	11/12/1997	Granted	TR199901129B
	Taiwan	090102569	11/17/1997	Filed	
	Taiwan	086117136	11/17/1997	Granted	NI-150106
	United States	09/347077	07/02/1999	Granted	6458818
	United States	09/393872	09/10/1999	Granted	6521651
	United States	08/966495	11/07/1997	Granted	6232333
POLYMORPH OF A PHARMACEUTICAL	Argentina	P040101329	04/20/2004	Filed	
	Argentina	P050102703	06/29/2005	Filed	
	Argentina	P070100929	03/06/2007	Filed	
	Argentina	P990103557	07/20/1999	Granted	AR019431B1
	Austria	03029709.7	12/23/2003	Granted	1418174
	Austria	08007622.7	04/18/2008	Granted	2017269
	Austria	99934143.1	07/19/1999	Granted	1097148
	Australia	2003254711	10/14/2003	Granted	2003254711
	Australia	2007202956	07/19/2008	Granted	2007202956
	Australia	1999050037	07/19/1999	Granted	768207
	Belgium	03029709.7	12/23/2003	Granted	1418174
	Belgium	08007622.7	04/18/2008	Granted	2017269
	Belgium	99934143.1	07/19/1999	Granted	1097148
	Bulgaria	109682	09/20/2006	Granted	109682

	Bulgaria	110080	03/12/2008	Granted	66140
	Bulgaria	105197	07/19/1999	Granted	65150
	Brazil	PI9912010-0	07/19/1999	Filed	
	Canada	2510949	07/19/1999	Granted	2510949
	Canada	2337846	07/19/1999	Granted	2337846
	Switzerland	03029709.7	12/23/2003	Granted	1418174
	Switzerland	08007622.7	04/18/2008	Granted	2017269
	Switzerland	99934143.1	07/19/1999	Granted	1097148
	Chile	2005-0098	01/18/2005	Filed	
	Chile	1611-1999	07/16/1999	Filed	
	China P.R.	200310118172.0	07/19/1999	Filed	
	China P.R.	201010166967.9	07/19/1999	Filed	
	China P.R.	201110038922.8	07/19/1999	Filed	
	China P.R.	99808927.3	07/19/1999	Granted	ZL99808927.3
	Cyprus	03029709.7	12/23/2003	Granted	1418174
	Cyprus	08007622.7	04/18/2008	Granted	2017269
	Cyprus	99934143.1	07/19/1999	Granted	1097148
	Czech Republic	PV2006-533	08/28/2006	Filed	
	Czech Republic	PV2001-203	07/19/1999	Granted	298188
	Germany	03029709.7	12/23/2003	Granted	69940616.1
	Germany	08007622.7	04/18/2008	Granted	69943882.9
	Germany	99934143.1	07/19/1999	Granted	69915628.9
	Denmark	03029709.7	12/23/2003	Granted	1418174
	Denmark	08007622.7	04/18/2008	Granted	2017269
	Denmark	99934143.1	07/19/1999	Granted	1097148
	European Patent Convention	03029709.7	12/23/2003	Granted	1418174
	European Patent Convention	08007622.7	04/18/2008	Granted	2017269
	European Patent Convention	10179472.5	09/24/2010	Filed	
	European Patent Convention	99934143.1	07/19/1999	Granted	1097148
	Spain	03029709.7	12/23/2003	Granted	1418174
	Spain	08007622.7	04/18/2008	Granted	2017269
	Spain	99934143.1	07/19/1999	Granted	1097148
	Finland	03029709.7	12/23/2003	Granted	1418174
	Finland	08007622.7	04/18/2008	Granted	2017269

	Finland	99934143.1	07/19/1999	Granted	1097148
	France	03029709.7	12/23/2003	Granted	1418174
	France	08007622.7	04/18/2008	Granted	2017269
	France	99934143.1	07/19/1999	Granted	1097148
	Great Britain	03029709.7	12/23/2003	Granted	1418174
	Great Britain	08007622.7	04/18/2008	Granted	2017269
	Great Britain	99934143.1	07/19/1999	Granted	1097148
	Greece	03029709.7	12/23/2003	Granted	1418174
	Greece	08007622.7	04/18/2008	Granted	2017269
	Greece	99934143.1	07/19/1999	Granted	1097148
	Hong Kong	09100857.3	01/29/2009	Granted	HK1121155
	Hong Kong	01107867.4	11/08/2001	Granted	1037918
	Hong Kong	11108435.3	08/11/2011	Filed	
	Hungary	P0800266	07/19/1999	Filed	
	Hungary	P0800267	07/19/1999	Filed	
	Hungary	P0103823	07/19/1999	Granted	227540
	Ireland	03029709.7	12/23/2003	Granted	1418174
	Ireland	08007622.7	04/18/2008	Granted	2017269
	Ireland	99934143.1	07/19/1999	Granted	1097148
	Israel	187181	07/19/1999	Granted	187181
	Israel	191582	07/19/1999	Filed	
	Israel	140492	07/19/1999	Granted	140492
	Italy	03029709.7	12/23/2003	Granted	1418174
	Italy	08007622.7	04/18/2008	Granted	2017269
	Italy	99934143.1	07/19/1999	Granted	1097148
	Japan	2010-164769	07/22/2010	Filed	
	Japan	2013-255680	12/11/2013	Filed	
	Japan	2000-560122	07/19/1999	Granted	4815050
	Korea South	10-2004-7011204	07/19/2004	Granted	740796
	Korea South	10-2006-7022587	10/27/2006	Granted	853371
	Korea South	10-2001-7000857	07/19/1999	Granted	793046
	Liechtenstein	08007622.7	04/18/2008	Granted	2017269
	Luxembourg	03029709.7	12/23/2003	Granted	1418174
	Luxembourg	08007622.7	04/18/2008	Granted	2017269
	Luxembourg	99934143.1	07/19/1999	Granted	1097148
	Monaco	03029709.7	12/23/2003	Granted	1418174
	Monaco	08007622.7	04/18/2008	Granted	2017269
	Mexico	PA/a/2001/000702	07/19/1999	Granted	231406
	Netherlands	03029709.7	12/23/2003	Granted	1418174
	Netherlands	08007622.7	04/18/2008	Granted	2017269

	Netherlands	99934143.1	07/19/1999	Granted	1097148
	Norway	20042393	06/09/2004	Granted	20042393
	Norway	20010298	07/19/1999	Granted	318385
	New Zealand	522690	11/20/2002	Granted	522690
	New Zealand	509125	07/19/1999	Granted	509125
	Poland	P-381194	10/02/2006	Granted	213978
	Poland	P-385007	04/04/2008	Filed	
	Poland	P-348033	07/19/1999	Granted	194710
	Portugal	03029709.7	12/23/2003	Granted	1418174
	Portugal	08007622.7	04/18/2008	Granted	2017269
	Portugal	99934143.1	07/19/1999	Granted	1097148
	Romania	03029709.7	12/23/2003	Granted	1418174
	Romania	08007622.7	04/18/2008	Granted	2017269
	Romania	99934143.1	07/19/1999	Granted	1097148
	United States	90/013213	04/11/2014	Filed	
	United States	95/000570	09/23/2010	Filed	
	United States	95/002019	06/15/2012	Filed	
	Sweden	03029709.7	12/23/2003	Granted	1418174
	Sweden	08007622.7	04/18/2008	Granted	2017269
	Sweden	99934143.1	07/19/1999	Granted	1097148
	Singapore	200007657-0	07/19/1999	Granted	78473
	Slovenia	03029709.7	12/23/2003	Granted	1418174
	Slovenia	08007622.7	04/18/2008	Granted	2017269
	Slovenia	99934143.1	07/19/1999	Granted	1097148
	Slovak Republic	PP5029-2008	03/20/2008	Granted	287381
	Slovak Republic	PP5028-2008	03/20/2008	Granted	287586
	Slovak Republic	PV0092-2001	07/19/1999	Granted	286388
	Turkey	2001/00171	07/19/1999	Granted	TR200100171B
	Taiwan	090127014	07/31/1999	Granted	I271400
	Taiwan	095132288	07/31/1999	Granted	I362382
	Taiwan	088112226	07/31/1999	Granted	I227713
	United States	11/524972	09/21/2006	Granted	7659405
	United States	12/644439	12/22/2009	Granted	8193367
	United States	13/480882	05/25/2012	Granted	8674112
	United States	14/053311	10/14/2013	Filed	
	United States	10/901818	07/29/2004	Granted	7183416
	United States	11/122300	05/04/2005	Granted	7148359
	United States	09/356736	07/19/1999	Granted	6894171

IMPROVED PHARMACEUTICAL FORMULATIONS	Austria	06114684.1	05/30/2006	Granted	1733725
	Austria	07121429.0	11/23/2007	Granted	1917958
	Austria	00937743.3	05/25/2000	Granted	1183026
	Austria	00982360.0	12/01/2000	Granted	1248600
	Australia	2006235895	11/07/2006	Granted	2006235895
	Australia	2000052877	05/25/2000	Granted	778198
	Belgium	06114684.1	05/30/2006	Granted	1733725
	Belgium	07121429.0	11/23/2007	Granted	1917958
	Belgium	00937743.3	05/25/2000	Granted	1183026
	Belgium	00982360.0	12/01/2000	Granted	1248600
	Bulgaria	106239	05/25/2000	Granted	65445
	Bulgaria	106976	12/01/2000	Granted	66112
	Brazil	PI0007294-0	05/25/2000	Filed	
	Brazil	PI0011864-8	12/01/2000	Filed	
	Canada	2371109	05/25/2000	Granted	2371109
	Canada	2395987	12/01/2000	Granted	2395987
	Switzerland	06114684.1	05/30/2006	Granted	1733725
	Switzerland	07121429.0	11/23/2007	Granted	1917958
	Switzerland	00937743.3	05/25/2000	Granted	1183026
	Switzerland	00982360.0	12/01/2000	Granted	1248600
	Chile	3491-2008	11/24/2008	Filed	
	Chile	2000-1257	05/18/2000	Granted	44572
	China P.R.	200810130174.4	05/25/2000	Granted	ZL200810130174.4
	China P.R.	00808320.7	05/25/2000	Granted	ZL00808320.7
	China P.R.	00818479.8	12/01/2000	Granted	ZL00818479.8
	Colombia	00-040.645	05/31/2000	Filed	
	Cyprus	06114684.1	05/30/2006	Granted	1733725
	Cyprus	07121429.0	11/23/2007	Granted	1917958
	Cyprus	00937743.3	05/25/2000	Granted	1183026
	Cyprus	00982360.0	12/01/2000	Granted	1248600
	Czech Republic	PV2009-393	05/25/2000	Filed	
	Czech Republic	PV2001-4293	05/25/2000	Granted	301308
	Czech Republic	PV2002-2663	12/01/2000	Granted	304118
	Germany	06114684.1	05/30/2006	Granted	60042092.2
	Germany	07121429.0	11/23/2007	Granted	60047283.3
	Germany	00937743.3	05/25/2000	Granted	60029219.3
	Germany	00982360.0	12/01/2000	Granted	60038899.9

	Denmark	06114684.1	05/30/2006	Granted	1733725
	Denmark	07121429.0	11/23/2007	Granted	1917958
	Denmark	00937743.3	05/25/2000	Granted	1183026
	Denmark	00982360.0	12/01/2000	Granted	1248600
	European Patent Convention	06114684.1	05/30/2006	Granted	1733725
	European Patent Convention	07121429.0	11/23/2007	Granted	1917958
	European Patent Convention	10177365.3	09/17/2010	Filed	
	European Patent Convention	00937743.3	05/25/2000	Granted	1183026
	European Patent Convention	00982360.0	12/01/2000	Granted	1248600
	Spain	06114684.1	05/30/2006	Granted	1733725
	Spain	07121429.0	11/23/2007	Granted	1917958
	Spain	00937743.3	05/25/2000	Granted	1183026
	Spain	00982360.0	12/01/2000	Granted	1248600
	Finland	06114684.1	05/30/2006	Granted	1733725
	Finland	07121429.0	11/23/2007	Granted	1917958
	Finland	00937743.3	05/25/2000	Granted	1183026
	Finland	00982360.0	12/01/2000	Granted	1248600
	France	06114684.1	05/30/2006	Granted	1733725
	France	07121429.0	11/23/2007	Granted	1917958
	France	00937743.3	05/25/2000	Granted	1183026
	France	00982360.0	12/01/2000	Granted	1248600
	Great Britain	06114684.1	05/30/2006	Granted	1733725
	Great Britain	07121429.0	11/23/2007	Granted	1917958
	Great Britain	00937743.3	05/25/2000	Granted	1183026
	Great Britain	00982360.0	12/01/2000	Granted	1248600
	Greece	06114684.1	05/30/2006	Granted	1733725
	Greece	07121429.0	11/23/2007	Granted	1917958
	Greece	00937743.3	05/25/2000	Granted	1183026
	Greece	00982360.0	12/01/2000	Granted	3065978
	Hong Kong	02105647.4	07/31/2002	Granted	HK1045804
	Hong Kong	08112065.7	11/04/2008	Granted	1120213
	Hong Kong	11105568.8	06/02/2011	Filed	
	Hungary	P1200413	09/07/2012	Filed	
	Hungary	P0201591	05/25/2000	Granted	229501

	Hungary	P0302070	12/01/2000	Filed	
	Ireland	06114684.1	05/30/2006	Granted	1733725
	Ireland	07121429.0	11/23/2007	Granted	1917958
	Ireland	00937743.3	05/25/2000	Granted	1183026
	Ireland	00982360.0	12/01/2000	Granted	1248600
	Israel	216686	11/29/2011	Filed	
	Israel	146025	05/25/2000	Granted	146025
	Israel	150265	12/01/2000	Filed	
	Italy	06114684.1	05/30/2006	Granted	1733725
	Italy	07121429.0	11/23/2007	Granted	1917958
	Italy	00937743.3	05/25/2000	Granted	1183026
	Italy	00982360.0	12/01/2000	Granted	1248600
	Japan	2001-501214	05/25/2000	Granted	4753511
	Japan	2001-552869	12/01/2000	Granted	4769400
	Korea South	10-2001-7015577	05/25/2000	Granted	815412
	Korea South	10-2002-7009316	12/01/2000	Granted	10-861885
	Liechtenstein	07121429.0	11/23/2007	Granted	1917958
	Luxembourg	06114684.1	05/30/2006	Granted	1733725
	Luxembourg	07121429.0	11/23/2007	Granted	1917958
	Luxembourg	00937743.3	05/25/2000	Granted	1183026
	Luxembourg	00982360.0	12/01/2000	Granted	1248600
	Monaco	06114684.1	05/30/2006	Granted	1733725
	Monaco	07121429.0	11/23/2007	Granted	1917958
	Mexico	MX/a/2007/013120	10/19/2007	Granted	273926
	Mexico	PA/a/2001/012478	05/25/2000	Granted	250594
	Mexico	PA/a/2002/007097	12/01/2000	Granted	236722
	Netherlands	06114684.1	05/30/2006	Granted	1733725
	Netherlands	07121429.0	11/23/2007	Granted	1917958
	Netherlands	00937743.3	05/25/2000	Granted	1183026
	Netherlands	00982360.0	12/01/2000	Granted	1248600
	Norway	20015670	05/25/2000	Granted	328968
	Norway	20023455	12/01/2000	Granted	331400
	New Zealand	515016	05/25/2000	Granted	515016
	New Zealand	519724	12/01/2000	Granted	519724
	Poland	P-351943	05/25/2000	Granted	197671
	Poland	P361396	12/01/2000	Granted	203441
	Portugal	06114684.1	05/30/2006	Granted	1733725
	Portugal	07121429.0	11/23/2007	Granted	1917958
	Portugal	00937743.3	05/25/2000	Granted	1183026
	Portugal	00982360.0	12/01/2000	Granted	1248600

	Romania	06114684.1	05/30/2006	Granted	1733725
	Romania	07121429.0	11/23/2007	Granted	1917958
	Romania	00937743.3	05/25/2000	Granted	1183026
	Romania	00982360.0	12/01/2000	Granted	1248600
	Saudi Arabia	00210237	07/17/2000	Granted	1541
	Sweden	06114684.1	05/30/2006	Granted	1733725
	Sweden	07121429.0	11/23/2007	Granted	1917958
	Sweden	00937743.3	05/25/2000	Granted	1183026
	Sweden	00982360.0	12/01/2000	Granted	1248600
	Singapore	200106732-1	05/25/2000	Granted	0084679
	Singapore	200203673-9	12/01/2000	Granted	0089810
	Slovenia	06114684.1	05/30/2006	Granted	1733725
	Slovenia	07121429.0	11/23/2007	Granted	1917958
	Slovenia	00937743.3	05/25/2000	Granted	1183026
	Slovenia	00982360.0	12/01/2000	Granted	1248600
	Slovak Republic	PP5083-2007	05/25/2000	Granted	287185
	Slovak Republic	PV1720-2001	05/25/2000	Granted	286305
	Slovak Republic	PP1110-2002	12/01/2000	Granted	287143
	Turkey	07121429.0	11/23/2007	Granted	1917958
	Turkey	2001/03488	05/25/2000	Granted	TR200103488B
	Turkey	00982360.0	12/01/2000	Granted	TR200806003T4
	Taiwan	089110863	06/03/2000	Granted	I244390
	United States	11/546673	10/12/2006	Granted	7432294
	United States	12/183507	07/31/2008	Granted	7981911
	United States	09/576097	05/22/2000	Granted	7141593
SOLID PHARMACEUTICAL DOSAGE FORM	Albania	AL/P/2012/3804	08/23/2004	Granted	1663183
	Argentina	P20100102529	07/13/2010	Filed	
	Argentina	P060100645	02/22/2006	Filed	
	Austria	10181250.1	09/28/2010	Granted	2258344
	Austria	04816820.7	08/23/2004	Granted	1663183
	Australia	2007249115	12/19/2007	Granted	2007249115
	Australia	2010238573	11/01/2010	Granted	2010238573
	Australia	2012202831	05/15/2012	Filed	
	Australia	2013201423	03/12/2013	Filed	
	Australia	2004283087	08/23/2004	Granted	2004283087
	Australia	2006216856	02/21/2006	Granted	2006216856

	Bosnia-Herzegovina	BAP062383A	08/23/2004	Granted	BAP062383
	Belgium	10181250.1	09/28/2010	Granted	2258344
	Belgium	04816820.7	08/23/2004	Granted	1663183
	Bulgaria	10181250.1	09/28/2010	Granted	2258344
	Bulgaria	04816820.7	08/23/2004	Granted	1663183
	Brazil	BR1220120028649	02/08/2012	Filed	
	Brazil	BR1220120028622	02/08/2012	Filed	
	Brazil	BR1220120311693	12/06/2012	Filed	
	Brazil	PI0413882-1	08/23/2004	Filed	
	Brazil	PI06091733	02/21/2006	Filed	
	Belarus	200600473	08/23/2004	Granted	011924
	Belarus	200701790	02/21/2006	Granted	014446
	Canada	2689639	08/23/2004	Filed	
	Canada	2821046	07/11/2013	Filed	
	Canada	2536638	08/23/2004	Granted	2536638
	Canada	2598827	02/21/2006	Granted	2598827
	Switzerland	10181250.1	09/28/2010	Granted	2258344
	Switzerland	04816820.7	08/23/2004	Granted	1663183
	Chile	1844-2009	09/10/2009	Filed	
	Chile	2013-03554	12/11/2013	Filed	
	Chile	0393-2006	02/22/2006	Filed	
	China P.R.	201010222734.6	08/23/2004	Granted	201010222734.6
	China P.R.	201210259739.5	07/23/2012	Filed	
	China P.R.	201210259721.5	07/23/2012	Filed	
	China P.R.	200480024748.X	08/23/2004	Granted	ZL200480024748.X
	China P.R.	200680013668.3	02/21/2006	Granted	200680013668.3
	Colombia	06-019.306A	08/23/2004	Filed	
	Colombia	06-019.306	08/23/2004	Filed	
	Colombia	07-089.792	02/21/2006	Filed	
	Costa Rica	2012-0662	12/21/2012	Filed	
	Costa Rica	8256	08/23/2004	Filed	
	Cyprus	10181250.1	09/28/2010	Granted	2258344
	Cyprus	04816820.7	08/23/2004	Granted	1663183
	Czech Republic	10181250.1	09/28/2010	Granted	2258344
	Czech Republic	04816820.7	08/23/2004	Granted	1663183
	Germany	10181250.1	09/28/2010	Granted	602004038694.4
	Germany	04816820.7	08/23/2004	Granted	602004033500.2
	Denmark	10181250.1	09/28/2010	Granted	2258344
	Denmark	04816820.7	08/23/2004	Granted	1663183

	Eurasian Patent Convention	200900292	03/06/2009	Filed	
	Eurasian Patent Convention	201301045	10/16/2013	Filed	
	Eurasian Patent Convention	200600473	08/23/2004	Granted	011924
	Eurasian Patent Convention	200701790	02/21/2006	Granted	014446
	Ecuador	SP-06-6397	08/23/2004	Filed	
	Estonia	10181250.1	09/28/2010	Granted	2258344
	Estonia	04816820.7	08/23/2004	Granted	1663183
	European Patent Convention	10181250.1	08/23/2004	Granted	2258344
	European Patent Convention	10181264.2	09/28/2010	Filed	
	European Patent Convention	10181268.3	03/23/2006	Filed	
	European Patent Convention	10159672.4	04/12/2010	Filed	
	European Patent Convention	10184860.4	09/30/2010	Filed	
	European Patent Convention	04816820.7	08/23/2004	Granted	1663183
	Spain	10181250.1	09/28/2010	Granted	2258344
	Spain	04816820.7	08/23/2004	Granted	1663183
	Finland	10181250.1	09/28/2010	Granted	2258344
	Finland	04816820.7	08/23/2004	Granted	1663183
	France	10181250.1	09/28/2010	Granted	2258344
	France	04816820.7	08/23/2004	Granted	1663183
	Great Britain	10181250.1	09/28/2010	Granted	2258344
	Great Britain	04816820.7	08/23/2004	Granted	1663183
	Greece	10181250.1	09/28/2010	Granted	2258344
	Greece	04816820.7	08/23/2004	Granted	1663183
	Hong Kong	06113444.9	08/23/2004	Granted	1094766
	Hong Kong	11100080.8	01/06/2011	Filed	
	Hong Kong	10112283.9	12/30/2010	Granted	1145969
	Hong Kong	10112284.8	12/30/2010	Filed	

	Hong Kong	10112282.0	12/30/2010	Filed	
	Hong Kong	11108523.6	08/15/2011	Filed	
	Croatia	04816820.7	08/23/2004	Granted	P20110555
	Hungary	10181250.1	09/28/2010	Granted	2258344
	Hungary	04816820.7	08/23/2004	Granted	1663183
	Ireland	10181250.1	09/28/2010	Granted	2258344
	Ireland	04816820.7	08/23/2004	Granted	1663183
	Israel	207260	07/27/2010	Filed	
	Israel	173939	08/23/2004	Filed	
	Israel	185390	02/21/2006	Filed	
	Italy	10181250.1	09/28/2010	Granted	2258344
	Italy	04816820.7	08/23/2004	Granted	1663183
	Japan	2011-32972	02/18/2011	Granted	5498411
	Japan	2011-149721	08/23/2004	Granted	5395125
	Japan	2013-168001	08/13/2013	Filed	
	Japan	2006-524782	08/23/2004	Granted	4815348
	Japan	2007-557087	02/21/2006	Granted	5087409
	Kosovo	087	08/23/2004	Granted	286
	Korea South	10-2011-7025014	08/23/2004	Granted	10-1281994
	Korea South	10-2012-7011945	08/23/2004	Filed	
	Korea South	10-2014-7007592	03/21/2014	Filed	
	Korea South	10-2006-7004057	08/23/2004	Granted	10-1132602
	Korea South	10-2007-7021698	02/21/2006	Filed	
	Kazakhstan	200600473	08/23/2004	Granted	011924
	Kazakhstan	200701790	02/21/2006	Granted	014446
	Liechtenstein	10181250.1	09/28/2010	Granted	2258344
	Liechtenstein	04816820.7	08/23/2004	Granted	1663183
	Lithuania	04816820.7	08/23/2004	Granted	1663183
	Luxembourg	10181250.1	09/28/2010	Granted	2258344
	Luxembourg	04816820.7	08/23/2004	Granted	1663183
	Latvia	04816820.7	08/23/2004	Granted	1663183
	Monaco	10181250.1	09/28/2010	Granted	2258344
	Monaco	04816820.7	08/23/2004	Granted	1663183
	Montenegro	P-176/08	08/23/2004	Granted	00130
	Macedonia	P-2011/220	08/23/2004	Granted	904013
	Mexico	MX/a/2010/013145	08/23/2004	Filed	
	Mexico	PA/a/2006/002346	08/23/2004	Granted	283664
	Mexico	MX/a/2007/010275	02/21/2006	Filed	
	Netherlands	10181250.1	09/28/2010	Granted	2258344
	Netherlands	04816820.7	08/23/2004	Granted	1663183

	Norway	20100367	03/15/2010	Granted	334418
	Norway	20131743	12/27/2013	Filed	
	Norway	20061342	08/23/2004	Granted	330282
	Norway	20074807	02/21/2006	Filed	
	New Zealand	579622	08/23/2004	Granted	579622
	New Zealand	599361	04/13/2012	Granted	599361
	New Zealand	545499	08/23/2004	Granted	545499
	New Zealand	560829	02/21/2006	Granted	560829
	Poland	10181250.1	09/28/2010	Granted	2258344
	Poland	04816820.7	08/23/2004	Granted	1663183
	Portugal	10181250.1	09/28/2010	Granted	2258344
	Portugal	04816820.7	08/23/2004	Granted	1663183
	Romania	10181250.1	09/28/2010	Granted	2258344
	Romania	04816820.7	08/23/2004	Granted	1663183
	Serbia	P-140/06	08/23/2004	Granted	1663183
	Russian Federation	200600473	08/23/2004	Granted	011924
	Russian Federation	200701790	02/21/2006	Granted	014446
	Sweden	10181250.1	09/28/2010	Granted	2258344
	Sweden	04816820.7	08/23/2004	Granted	1663183
	Singapore	200805563-4	08/23/2004	Filed	
	Singapore	201202083-0	02/08/2012	Filed	
	Singapore	200601047-4	08/23/2004	Granted	119780
	Slovenia	10181250.1	09/28/2010	Granted	2258344
	Slovenia	04816820.7	08/23/2004	Granted	1663183
	Slovak Republic	10181250.1	09/28/2010	Granted	2258344
	Slovak Republic	04816820.7	08/23/2004	Granted	1663183
	Turkey	10181250.1	09/28/2010	Granted	2258344
	Turkey	04816820.7	08/23/2004	Granted	1663183
	Taiwan	093125927	08/27/2004	Granted	I342221
	Taiwan	095105975	02/22/2006	Granted	I381840
	Ukraine	200603276	08/23/2004	Granted	85564
	Ukraine	200710440	02/21/2006	Granted	89220
	United States	13/240119	09/22/2011	Granted	8399015
	United States	13/449958	04/18/2012	Granted	8268349
	United States	13/674799	11/12/2012	Granted	8691878
	United States	14/190618	02/26/2014	Filed	
	United States	13/608482	09/10/2012	Filed	
	United States	12/880766	09/13/2010	Granted	8333990

	United States	12/880781	09/13/2010	Granted	8309613
	United States	10/925442	08/25/2004	Granted	8025899
	United States	11/064467	02/23/2005	Granted	8377952
	Uruguay	32.116	09/14/2009	Filed	
	Uruguay	P29.391	02/23/2006	Filed	
	Venezuela	2006-000342	02/22/2006	Filed	
SELF-EMULSIFYING ACTIVE SUBSTANCE FORMULATION AND USE OF THIS FORMULATION	Austria	01957809.5	05/29/2001	Granted	1284716
	Belgium	01957809.5	05/29/2001	Granted	1284716
	Canada	2408915	05/29/2001	Granted	2408915
	Switzerland	01957809.5	05/29/2001	Granted	1284716
	Cyprus	01957809.5	05/29/2001	Granted	1284716
	Germany	01957809.5	05/29/2001	Granted	50111376
	Denmark	01957809.5	05/29/2001	Granted	1284716
	European Patent Convention	01957809.5	05/29/2001	Granted	1284716
	Spain	01957809.5	05/29/2001	Granted	1284716
	Finland	01957809.5	05/29/2001	Granted	1284716
	France	01957809.5	05/29/2001	Granted	1284716
	Great Britain	01957809.5	05/29/2001	Granted	1284716
	Greece	01957809.5	05/29/2001	Granted	1284716
	Ireland	01957809.5	05/29/2001	Granted	1284716
	Italy	01957809.5	05/29/2001	Granted	1284716
	Japan	2001-587743	05/29/2001	Filed	
	Liechtenstein	01957809.5	05/29/2001	Granted	1284716
	Luxembourg	01957809.5	05/29/2001	Granted	1284716
	Monaco	01957809.5	05/29/2001	Granted	1284716
	Netherlands	01957809.5	05/29/2001	Granted	1284716
	Portugal	01957809.5	05/29/2001	Granted	1284716
	Romania	01957809.5	05/29/2001	Granted	1284716
	Romania	C/083	06/29/2007	Filed	
	Sweden	01957809.5	05/29/2001	Granted	1284716
	Slovenia	01957809.5	05/29/2001	Granted	1284716
	Turkey	01957809.5	05/29/2001	Granted	1284716
	United States	13/911817	06/06/2013	Filed	
	United States	10/296451	05/29/2001	Granted	8470347
PHARMACEUTICAL COMPOSITION	United States	08/402690	03/13/1995	Granted	5948436
PHARMACEUTICAL COMPOSITION	Austria	95906790.1	01/03/1995	Granted	0732923

	Australia	1995015248	01/03/1995	Granted	700942
	Belgium	95906790.1	01/03/1995	Granted	0732923
	Canada	2178632	01/03/1995	Granted	2178632
	Switzerland	95906790.1	01/03/1995	Granted	0732923
	Germany	95906790.1	01/03/1995	Granted	69524567.8
	Denmark	95906790.1	01/03/1995	Granted	0732923
	European Patent Convention	95906790.1	01/03/1995	Granted	0732923
	Spain	95906790.1	01/03/1995	Granted	0732923
	France	95906790.1	01/03/1995	Granted	0732923
	Great Britain	95906790.1	01/03/1995	Granted	0732923
	Greece	95906790.1	01/03/1995	Granted	0732923
	Hong Kong	98112594.8	11/30/1998	Granted	HK1011609
	Ireland	95906790.1	01/03/1995	Granted	0732923-IE
	Israel	111991	12/15/1994	Granted	111991
	Italy	95906790.1	01/03/1995	Granted	0732923
	Japan	520059/95	01/03/1995	Granted	4353542
	Korea South	96-704162	01/03/1995	Granted	360963
	Luxembourg	95906790.1	01/03/1995	Granted	0732923
	Mexico	962984	01/03/1995	Granted	192638
	Netherlands	95906790.1	01/03/1995	Granted	0732923
	Portugal	95906790.1	01/03/1995	Granted	0732923
	Sweden	95906790.1	01/03/1995	Granted	0732923
	United States	08/440277	05/12/1995	Granted	5484801
SOLID DISPERSION PHARMACEUTICAL FORMULATION	Austria	00977140.3	11/10/2000	Granted	1227797
	Belgium	00977140.3	11/10/2000	Granted	1227797
	Canada	2390092	11/10/2000	Granted	2390092
	Switzerland	00977140.3	11/10/2000	Granted	1227797
	Cyprus	00977140.3	11/10/2000	Granted	1227797
	Germany	00977140.3	11/10/2000	Granted	60017444.1
	Denmark	00977140.3	11/10/2000	Granted	1227797
	European Patent Convention	00977140.3	11/10/2000	Granted	1227797
	Spain	00977140.3	11/10/2000	Granted	1227797
	Finland	00977140.3	11/10/2000	Granted	1227797
	France	00977140.3	11/10/2000	Granted	1227797
	Great Britain	00977140.3	11/10/2000	Granted	1227797
	Greece	00977140.3	11/10/2000	Granted	1227797
	Ireland	00977140.3	11/10/2000	Granted	1227797
	Italy	00977140.3	11/10/2000	Granted	1227797
	Japan	2001-536118	11/10/2000	Granted	4815085
	Luxembourg	00977140.3	11/10/2000	Granted	1227797
	Mexico	PA/a/2002/004739	11/10/2000	Granted	229533
	Netherlands	00977140.3	11/10/2000	Granted	1227797

	Portugal	00977140.3	11/10/2000	Granted	1227797
	United States	95/002020	06/24/2012	Filed	
	Sweden	00977140.3	11/10/2000	Granted	1227797
	Turkey	00977140.3	11/10/2000	Granted	1227797
	United States	09/709829	11/10/2000	Granted	7364752
FLAVORING SYSTEMS FOR PHARMACEUTICAL COMPOSITIONS AND METHODS OF MAKING SUCH COMPOSITIONS	United States	12/687479	01/14/2010	Granted	8501219
	United States	13/891890	05/10/2013	Filed	
	United States	09/946085	09/04/2001	Granted	6911214
PROCESS FOR THE PREPARATION OF A SUBSTITUTED 2,5-DIAMINO - 3HYDROXYHEXANE	Canada	2174000	09/26/1994	Granted	2174000
	European Patent Convention	99101692.4	09/26/1994	Granted	0916646
	European Patent Convention	94929340.1	09/26/1994	Granted	0724563
	Japan	2006-52376	02/28/2006	Granted	4172717
	Japan	511829/95	09/26/1994	Granted	3822233
	United States	08/419327	04/10/1995	Granted	5543552
	United States	08/623066	03/28/1996	Granted	5786500
	United States	08/414876	03/31/1995	Granted	5508409
	United States	08/414974	03/31/1995	Granted	5565604
	United States	08/415403	04/03/1995	Granted	5543549
	United States	08/415385	04/03/1995	Granted	5541328
	United States	08/418727	04/07/1995	Granted	5569777
	United States	08/418705	04/07/1995	Granted	5616776
	United States	08/419168	04/10/1995	Granted	5625092
	United States	08/419301	04/10/1995	Granted	5543551
	United States	08/625783	03/29/1996	Granted	5654466
PROCESS FOR THE PREPARATION OF AN HIV PROTEASE INHIBITING COMPOUND	Austria	96915755.1	05/13/1996	Granted	0830353
	Belgium	96915755.1	05/13/1996	Granted	0830353
	Canada	2219983	05/13/1996	Granted	2219983
	Switzerland	96915755.1	05/13/1996	Granted	0830353

	Germany	96915755.1	05/13/1996	Granted	69620882.2
	Denmark	96915755.1	05/13/1996	Granted	0830353
	European Patent Convention	96915755.1	05/13/1996	Granted	0830353
	Spain	96915755.1	05/13/1996	Granted	0830353
	Finland	96915755.1	05/13/1996	Granted	0830353
	France	96915755.1	05/13/1996	Granted	0830353
	Great Britain	96915755.1	05/13/1996	Granted	0830353
	Greece	96915755.1	05/13/1996	Granted	0830353
	Ireland	96915755.1	05/13/1996	Granted	0830353
	Italy	96915755.1	05/13/1996	Granted	0830353
	Japan	2010-150808	07/01/2010	Granted	5390477
	Japan	500554/97	05/13/1996	Granted	4580044
	Luxembourg	96915755.1	05/13/1996	Granted	0830353
	Mexico	9709454	05/13/1996	Granted	246775
	Netherlands	96915755.1	05/13/1996	Granted	0830353
	Portugal	96915755.1	05/13/1996	Granted	0830353
	Sweden	96915755.1	05/13/1996	Granted	0830353
	United States	08/469965	06/06/1995	Granted	5567823
PROCESS FOR THE PREPARATION OF AN ACTIVATED AMINO ACID	United States	08/671893	06/28/1996	Granted	6022989
PROCESS FOR THE PREPARATION OF A DISUBSTITUTED THIAZOLE	United States	08/673445	06/28/1996	Granted	6160122
PROCESS FOR THE PREPARATION OF A SUBSTITUTED KETO-ENAMINES	United States	08/862951	05/30/1997	Granted	5932766
PROCESS FOR THE PREPARATION OF 5-HYDROXYMETHYL THIAZOLES	United States	08/921399	08/29/1997	Granted	5959118
PROCESS FOR THE PREPARATION OF DISUBSITITUTED CARBONATES	United States	08/942828	10/02/1997	Granted	5773625

PROCESSES AND INTERMEDIATES FOR PREPARING RETROVIRAL PROTEASE INHIBITORS	Austria	01966367.3	08/29/2001	Granted	E361913
	Belgium	01966367.3	08/29/2001	Granted	1313712
	Brazil	PI0108146-2	08/29/2001	Filed	
	Canada	2731273	08/29/2001	Granted	2731273
	Canada	2416955	08/29/2001	Granted	2416955
	Switzerland	01966367.3	08/29/2001	Granted	1313712
	China P.R.	01814864.6	08/29/2001	Granted	01814864.6
	Cyprus	01966367.3	08/29/2001	Granted	1313712
	Germany	01966367.3	08/29/2001	Granted	60128367.8
	Denmark	01966367.3	08/29/2001	Granted	1313712
	European Patent Convention	01966367.3	08/29/2001	Granted	1313712
	Spain	01966367.3	08/29/2001	Granted	1313712
	Finland	01966367.3	08/29/2001	Granted	1313712
	France	01966367.3	08/29/2001	Granted	1313712
	Great Britain	01966367.3	08/29/2001	Granted	1313712
	Greece	01966367.3	08/29/2001	Granted	1313712
	Hong Kong	03107574.6	10/17/2003	Granted	HK1057040
	Ireland	01966367.3	08/29/2001	Granted	1313712
	Israel	153436	08/29/2001	Granted	153436
	Italy	01966367.3	08/29/2001	Granted	1313712
	Japan	2002-523467	08/29/2001	Granted	5021141
	Korea South	10-2003-7002869	08/29/2001	Granted	806533
	Luxembourg	01966367.3	08/29/2001	Granted	1313712
	Mexico	PA/a/2006/001217	01/30/2006	Granted	246074
	Mexico	PA/a/2006/001216	01/30/2006	Granted	247042
	Mexico	PA/a/2003/001751	08/29/2001	Granted	246075
	Netherlands	01966367.3	08/29/2001	Granted	1313712
	Portugal	01966367.3	08/29/2001	Granted	1313712
	Sweden	01966367.3	08/29/2001	Granted	1313712
	Turkey	01966367.3	08/29/2001	Granted	1313712
	United States	09/942344	08/29/2001	Granted	6372905

Exhibit D
Form of Sublicense Agreement

Exhibit E
Alternative Dispute Resolution

The Parties recognize that from time to time a dispute may arise relating to either Party's rights or obligations under this Agreement. The Parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the Parties.

To begin the ADR process, a Party first must send written notice of the dispute to the other Party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the Parties fail to meet within such twenty-eight (28) days, either Party may initiate an ADR proceeding as provided herein.

The Parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a Party shall provide written notice to the other Party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other Party may, by written notice to the Party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following the initiation of the ADR proceeding, the Parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the Parties are unable to agree on a mutually acceptable neutral within such period, each Party will select one independent, impartial and conflicts-free neutral and those two neutrals will select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either Party, its subsidiaries or affiliates.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the Parties. The ADR proceeding shall take place at a location agreed upon by the Parties. If the Parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either Party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each Party shall submit the following to the other Party and the neutral(s):

(a) a copy of all exhibits on which such Party intends to rely in any oral or written presentation to the neutral;

(b) a list of any witnesses such Party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

(c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The Parties agree that neither side shall seek as part of its remedy any punitive damages.

(d) a brief in support of such Party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

(a) Each Party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each Party has had the five (5) hours to which it is entitled.

(b) Each Party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the Party conducting the cross-examination.

(c) The Party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding Party. The responding Party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

(d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

(e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each Party may submit to the other Party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the Parties on each disputed issue but may adopt one Party's proposed rulings and remedies on some issues and the other Party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing Party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(a) If the neutral(s) rule(s) in favor of one Party on all disputed issues in the ADR, the losing Party shall pay 100% of such fees and expenses.

(b) If the neutral(s) rule(s) in favor of one Party on some issues and the other Party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the Parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the Party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.

11. All ADR hearings shall be conducted in the English language.