MPP LICENSE

SECOND AMENDED AND RESTATED LICENSE AGREEMENT

This SECOND AMENDED AND RESTATED LICENSE AGREEMENT (the "**Agreement**") is made as of 10TH JUNE 2015 (the "**Effective Date**") by and between **Gilead Sciences, Inc.**, a Delaware, USA corporation having its principal place of business at 333 Lakeside Drive, Foster City, California 94404, USA ("**Gilead**"), and **Medicines Patent Pool**, a non-profit foundation registered under the laws of Switzerland, and having a principal place of business at Chemin Louis-Dunant 17, 1202 Geneva, Switzerland ("**MPP**").

RECITALS

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

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

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

WHEREAS, prior to the Effective Date, Gilead and MPP replaced and superceded the Original Agreement by entering into an Amended and Restated License Agreement effective as of July 22, 2014 pursuant to which Gilead granted MPP certain licenses with respect to its proprietary pharmaceutical agent tenofovir alafenamide (or TAF) for treatment of HIV and HBV in developing world countries (the "**Amended Agreement**");

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

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

WHEREAS, Gilead and MPP now wish to further supercede and replace the Amended Agreement as of the Effective Date and enter into this Agreement in order to amend key provisions to the Amended Agreement and the form Sublicense Agreements attached thereto, including to permit MPP to identify, and an execute Sublicense Agreements with, manufacturers of generic pharmaceutical products in South Africa, all on the terms and conditions set forth herein.

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

1. Definitions

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

"**Affiliates**" means, with respect to a party to this Agreement, any corporation, limited liability company or other business entity controlling, controlled by or under common control with such party, for so long as such relationship exists. For the purposes of this definition, control means: (a) to possess, directly or indirectly, the power to direct affirmatively the management and policies of such corporation, limited liability company or other business entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance; or (b) ownership of more than fifty percent (50%) of the voting stock in such corporation, limited liability company or other business entity (or such lesser percent as may be the maximum that may be owned pursuant to applicable law of the country of incorporation or domicile), as applicable.

"**China**" shall mean the People's Republic of China but, for clarity, excluding Hong Kong SAR, Macau SAR, and Chinese Taipei.

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

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

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

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

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

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

"**EVG Combination Product**" shall mean a pharmaceutical product containing EVG in combination with any other active pharmaceutical ingredient (in each case subject to the restrictions set forth in Section 2.4(b)(iii)), including any co-formulation, co-packaged product, bundled product, or other type of combination product, but not including any Quad Product.

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

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

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

"**Field**" shall mean with respect to a particular Product,any use that is consistent with the label approved by the FDA or applicable foreign regulatory authority in the country of sale for the use of such Product.

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

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

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

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

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

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

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

"**Licensed Know-How**" shall mean (a) the know-how actually transferred to a Sublicensee pursuant to the applicable Sublicense Agreement (either prior to or following the Effective Date) and (b) any other improvements or modification to such transferred know-how (x) that are (i) specific to API and (ii) developed and controlled by Gilead during the term of this Agreement, and (y) specifically excluding any such improvements and modiciations, methods or other know-how claimed in any patent or patent application.

"**Licensed Product Supplier**" shall mean (a) an entity located in India that is licensed by Gilead, or sublicensed by MPP under a Sublicense Agreement, to (i) make Product in India and (ii) use, sell, have sold, offer for sale and export such Product in the Field in the Territory; or (b) an entity located in China that is licensed by Gilead, or sublicensed by MPP under a Sublicense Agreement, to (1) make Product in China and (2) use, sell, have sold, offer for sale and export such Product in the Field in the Territory; or (c) an entity located in South Africa that is licensed by Gilead, or sublicensed by MPP under a Sublicense Agreement, to (x) make Product in South Africa and (y) use, sell, have sold, offer for sale and export such Product in the Field in the Territory.

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

"**Patents**" shall mean (a) the patents and patent applications set forth in Appendix 2 hereto and (b) any other patents or patent applications (and resulting patents therefrom) that are owned or controlled by Gilead and its Affiliates during the term of this Agreement, including (i) those patents and patent applications exclusively licensed by Gilead from Japan Tobacco pursuant to the Japan Tobacco Agreement and (ii) those patents and patent applications claiming improvements or modifications to the manufacture of API, in the case of each patent and patent application referenced in clauses (a) and (b) solely to the extent necessary for for MPP to grant sublicenses of the license rights granted in Article 2 hereof to Sublicensees under a Sublicense Agreement.

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

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

"**TDF Quad**" shall mean the finished pharmaceutical product containing TDF (300 mg), emtricitabine (200 mg), EVG (150 mg) and COBI (150 mg) as its

only active pharmaceutical ingredients, and that is manufactured and sold as a fixed-dose single-tablet regimen and not as a bundled or co-packaged product.

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

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

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

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

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

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

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

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

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

2. License Grants

2.1 Sublicense Agreements.

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

applicable Form Sublicense Agreement, (each Manufacturer to execute a sublicense agreement in the form of a Form Sublicense Agreement, a **"Sublicensee"** and each such executed sublicense agreement, a **"Sublicense Agreement"**).

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

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

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

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

2.2 API Licenses.

(a) For India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Licensed Technology to (i) make API in India solely for the purposes of exercising the licenses described in this Section 2.2(a); (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa; (iii) import Licensed API into India for purposes of exercising the licenses described in Section 2.3(a) or (iv) use API for internal use. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in India pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in India shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(b) For China. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Patents to (i) make API in China solely for the purposes of exercising the licenses described in this Section 2.2(b); (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa; (iii) import Licensed API into China for purposes of exercising the licenses described in Section 2.3(b) or (iv) use API for internal use. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in China pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in China shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

(c) For South Africa. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a royalty-free, non-exclusive, non-transferable license under the Licensed Technology (i) make API in South Africa solely for the purposes of exercising the licenses described in this Section 2.2(c); (ii) offer for sale and sell such API to Licensed Product Suppliers in India, China and South Africa; (iii) import Licensed API into South Africa for purposes of exercising the licenses described in Section 2.3(c) or (iv) use API for internal use. MPP has the right to grant sublicenses under the foregoing license solely to Sublicensees located in South Africa pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee in South Africa shall be non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

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

2.3 Product License.

(a) To Sublicensees in India. Subject to the terms and conditions of this Agreement, Gilead hereby grants to MPP a non-exclusive, non-transferable license under the Licensed Technology solely to make Product in India and sell, have sold, offer

for sale, export from India and import (i) TAF Product, TAF Combination Product, TDF Product and TDF Combination Products in the Field in the TDF-TAF Territory, (ii) COBI Product and COBI Combination Products in the COBI Territory, and (iii) EVG Product, EVG Combination Products and the Quad Products in the Field in the EVG-Quad Territory; provided that in each case such Products shall be made only from Licensed API. The licenses granted in this Section 2.3(a) do not include, expressly or by implication, a license under any Gilead intellectual property right to manufacture, sell or distribute any product containing active pharmaceutical ingredients owned or controlled by Gilead other than Products containing TAF, TDF, EVG and COBI. The licenses granted under this Section 2.3(a) shall not extend to any active pharmaceutical ingredient included within a Product other than TAF, TDF, EVG and COBI.

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

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

(d) MPP shall have the right to grant sublicenses under the foregoing license grant solely to Sublicensees pursuant to the terms and conditions of the applicable Sublicense Agreement, and the sublicense rights granted to each such Sublicensee shall

be royalty bearing and non-sublicensable by such Sublicensee except as expressly provided under the applicable Sublicense Agreement.

2.4 Limitations.

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

(b) Limitations on Sublicensee Combination Products.

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

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

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

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

logo or service mark (each, a "**JT Mark**"), or any word, logo or any expression that is similar to any JT Mark.

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

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

3. Intellectual Property

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

4. Representations, Warranties and Covenants

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

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

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

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

4.2 Law Compliance

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

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

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

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

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

4.5 EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, GILEAD DOES NOT GIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LICENSED TECHNOLOGY, PRODUCTS, OR ANY OTHER MATTER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT IN THE TERRITORY. Gilead also does not give any warranty, express or implied, with regard to the safety or efficacy of API or the Product.

5. Liability; Indemnity; Enforcement of Agreement

5.1 MPP Indemnity. MPP shall jointly and severally indemnify, hold harmless and defend Gilead, and its affiliates, licensors, directors, officers, employees

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

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

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

6. Term and Termination

6.1 Term. This Agreement shall enter into force upon the Effective Date and, unless earlier terminated as provided herein, shall continue until the latest of (a) the expiration or termination of all Sublicense Agreements, (b) the expiration of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or the Product within the Territory or (c) the date of expiration of the last-to-expire Patent containing a valid claim covering the manufacture, use, import, offer for sale or sale of API or the Product in China. Upon expiration of a Sublicense Agreement (but not the early termination of any Sublicense Agreement), and with respect to a particular Product in a particular country in the Territory, subject to the terms and

conditions of such Sublicense Agreement with respect to such Product and such country, the license rights granted to MPP in Article 2 that were, in turn, sublicensed to the Sublicensee under such Sublicense Agreement, shall become perpetual, irrevocable, fully paid-up, and royalty free under the Licensed Know-How licensed under Article 2, if any, solely for purposes of maintaining the sublicense thereto to such Sublicensee under such Sublicense Agreement.

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

6.3 Gilead Right to Terminate

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

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

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

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

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

6.7 Survival. Sections 2.4(c), 4.4, 4.5, 6.1, and 6.7 and Articles 5, 7 and 8 shall survive termination or expiry of this Agreement. In addition, if this Agreement is terminated as permitted in accordance with Section 6.2, 6.3(a) or 4.4, the sublicenses of the license rights granted pursuant to Section 2.2 and Section 2.3 of this Agreement that have been granted to Sublicensees under Sublicense Agreements prior to the effective

date of termination of this Agreement shall survive provided that in such case MPP shall no longer be deemed a party to any Sublicense Agreement and all references to "MPP" in each Sublicense Agreement shall be replaced with "Gilead".

7. Confidentiality and Publications

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

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

disclosures or statements are accurate and complete with respect to the subject matter thereof and the information disclosed therein.

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

8. Miscellaneous

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

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

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

8.4 Notices

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

In the case of Gilead:

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

In the case of MPP:

Medicines Patent Pool
Chemin Louis-Dunant 17
1202 Geneva
Switzerland
Attention: General Counsel
email: office@medicinespatentpool.org

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

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

8.6 Arbitration

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

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

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

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

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

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

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

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

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

[signatures appear on following page]

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

GILEAD:

Gilead Sciences, Inc.

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

MPP:

Medicines Patent Pool

By _____
Name: Greg Perry
Title: Executive Director

Appendix 1
Countries in the TDF-TAF Territory

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

Appendix 2

Patents

TDF PATENTS

(221) TITLE: NUCLEOTIDE ANALOGS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	97197460.8	07/25/1997	ZL97197460.8	04/30/2008
CN	Granted	200810083233.7	07/25/1997	200810083233.7	12/12/2012
IN	Pending	2076/DEL/1997	07/25/1997		

(230) TITLE: NUCLEOTIDE ANALOG COMPOSITION AND SYNTHESIS METHOD

	Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
	CN	Issued	98807435.4	07/23/1998	ZL98807435.4	04/23/2008
	CN	Granted	200410046290X	07/23/1998	200410046290X	04/19/2006
	CN	Granted	200510099916.8	07/23/1998	ZL200510099916.8	09/24/2008
	CN	Granted	200710196265.3	07/23/1998	ZL200710196265.3	04/25/2012
ID		Granted	W-991548	07/23/1998	0007658	04/11/2002
IN		Granted	2174/DEL/1998	07/24/1998	190780	03/15/2004
IN		Pending	896/DEL/2002	07/24/1998		
IN		Pending	963/DEL/2002	07/24/1998		
IN		Pending	1362/DEL/2004	07/24/1998		

TAF PATENTS

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	2003/002724	07/20/2001	AP 1466	09/22/2005
CN	Granted	01813161.1	07/20/2001	ZL01813161.1	12/27/2006
CN	Granted	200410097845.3	07/20/2001	2004100978453	07/16/2008
EA	Granted	200300188	07/20/2001	004926	10/28/2004
ID	Granted	W00200300261	07/20/2001	IDP0022911	02/20/2009
ID	Granted	W-00200602129	07/20/2001	IDP0022897	02/20/2009
ID	Pending	W-00200804005	07/20/2001		
IN	Granted	9/MUMNP/2003	07/20/2001	208435	07/27/2007
IN	Granted	00529/MUMNP/2006	07/20/2001	241597	07/14/2010
IN	Pending	568/MUMNP/2011	07/20/2001		
OA	Granted	1200300003	07/20/2001	12393	12/29/2003
VN	Granted	1-2002-01193	07/20/2001	8475	05/24/2010
ZA	Granted	2002/10271	07/20/2001	2002/10271	12/31/2003

(872) TITLE: TENOFOVIR ALAFENAMIDE HEMIFUMARATE

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Pending	AP/P/2014/007437	08/15/2012		
BO	Pending	SP-0277-2012	08/15/2012		
BS	Allowed	2441	08/15/2012		
CN	Published	201280039891.0	08/15/2012		
EA	Published	201490208	08/15/2012		
EC	Pending	SP-14-13206-PCT	08/15/2012		
ID	Pending	P00201400805	08/15/2012		
IN	Pending	1012/DELNP/2014	08/15/2012		
MD	Pending	A20140011	08/15/2012		
OA	Pending	1201400057	08/15/2012		
PK	Pending	539/2012	08/15/2012		
SV	Pending	E-4569/2014	08/15/2012		
TH	Pending	1401000784	08/15/2012		
VN	Pending	1-2014-00440	08/15/2012		
ZA	Pending	2014/00582	08/15/2012		

(877) TITLE: METHODS FOR PREPARING ANTI-VIRAL NUCLEOTIDE ANALOGS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Published	SP-0352-2012	10/03/2012		
BS	Pending	2455	10/03/2012		
CN	Published	201280048965.7	10/03/2012		
EA	Published	201490753	10/03/2012		
EC	Pending	IEPI-2014-74	10/03/2012		
IN	Pending	2953/DELNP/2014	10/03/2012		
PK	Pending	671/2012	10/03/2012		
SV	Pending	E-4696/2014	10/03/2012		

EVG PATENTS

(JF-0136) TITLE: COMPOUND AND METHOD OF USE

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Pending	SP-230265	11/18/2003		
CN	Granted	200380100277.1	11/20/2003	ZL200380100277.1	03/19/2008
IN	Granted	01316/CHENP/2004	11/20/2003	245833	02/03/2011
NG	Granted	424/2003	11/19/2003	RP.15779	10/20/2004
VN	Pending	1-2004-00605	11/20/2003		

ZA	Granted	2004/4537	11/20/2003	2004/4537	08/31/2005

(JF-0179) TITLE: STABLE CRYSTAL OF 4-OXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
BO	Pending	SP-250121	05/19/2005		
CN	Granted	200580016142.6	05/19/2005	ZL200580016142.6	05/26/2010
IN	Pending		05/19/2005		
ZA	Granted	2006/10647	05/19/2005	2006/10647	06/25/2008

(JF-0192) TITLE: METHOD FOR PRODUCING 4-QXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2008/004621	03/06/2007	0002914	
CN	Granted	200780016172.6	03/06/2007	200780016172	05/29/2013
EA	Granted	200870321	03/06/2007	0017861	03/29/2013
IN	Granted	5341/CHENP/2008	03/06/2007	258747	04/02/2014
OA	Granted	1200800317	03/06/2007	14280	03/31/2009
VN	Pending	1-2008-02431	03/06/2007		
ZA	Granted	2008/07547	03/06/2007	2008/07547	11/25/2009

(JF-0193) TITLE: PROCESS FOR PRODUCTION OF 4-OXOQUINOLINE COMPOUND

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200780016151.4	03/06/2007	200780016151	02/06/2013
IN	Granted	5344/CHENP/2008	03/06/2007	258895	02/13/2014

(718) TITLE: METHODS OF IMPROVING THE PHARMACOKINETICS OF HIV INTEGRASE INHIBITORS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2008/004522	12/29/2006	AP2702	07/31/2013
CN	Published	201410249622.8	12/29/2006		
EA	Granted	200801619	12/29/2006	0018544	08/30/2013
AM	Granted	200801619	12/29/2006	0018544	08/30/2013
KG	Granted	200801619	12/29/2006	0018544	08/30/2013
MD	Granted	200801619	12/29/2006	0018544	08/30/2013
TJ	Granted	200801619	12/29/2006	0018544	08/30/2013

EA	Published	201201496	12/29/2006		
IN	Pending	5576/DELNP/2008	12/29/2006		
OA	Granted	1200800239	12/29/2006	14320	06/30/2009
VN	Pending	1-2008-01921	12/29/2006		
ZA	Granted	2008/06222	12/29/2006	2008/06222	03/25/2009

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2009/004831	09/11/2007	0003004	
CN	Granted	200780033907.6	09/11/2007	ZL200780033907.6	10/16/2013
CN	Published	201210224990.8	09/11/2007		
EA	Allowed	200900441	09/11/2007		
IN	Pending	1808/DELNP/2009	09/11/2007		
OA	Granted	1200900070	09/11/2007	14458	09/30/2009
VN	Granted	1-2009-00636	09/11/2007	11932	10/22/2013
VN	Pending	1-2012-01354	09/11/2007		
ZA	Granted	2009/01576	09/11/2007	2009/01576	02/24/2010

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2010/005187	09/11/2008	AP 2785	10/31/2013
CN	Granted	200880106554.2	09/11/2008	ZL200880106554.2	07/09/2014
EA	Granted	201070256	09/11/2008	019431	03/31/2014
IN	Pending	1615/DELNP/2010	09/11/2008		
OA	Granted	1201000093	09/11/2008	15058	
VN	Granted	1-2010-00483	09/11/2008	10866	11/20/2012
ZA	Granted	2010/02066	09/11/2008	2010/02066	12/29/2010

COBI PATENTS

(692) TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2008/004720	07/06/2007	0002985	
CN	Granted	200780025607.3	07/06/2007	200780025607	05/29/2013
CN	Published	201310141408.6	07/06/2007		
EA	Granted	200900155	07/06/2007	020489	11/28/2014

AM	Granted	200900155	07/06/2007	020489	11/28/2014
KG	Granted	200900155	07/06/2007	020489	11/28/2014
MD	Granted	200900155	07/06/2007	020489	11/28/2014
TJ	Granted	200900155	07/06/2007	020489	11/28/2014
EA	Published	201270738	07/06/2007		
IN	Pending	10487/DELNP/2008	07/06/2007		
OA	Granted	1200800450	07/06/2007	14409	09/30/2009
VN	Pending	1-2009-00240	07/06/2007		
VN	Pending	1-2012-02702	07/06/2007		
ZA	Pending	2008/10399	07/06/2007		

(719) TITLE: MODULATORS OF PHARMACOKINETIC PROPERTIES OF THERAPEUTICS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2009/004964	02/22/2008	0002986	
AP	Pending	AP/P/2013/007042	02/22/2008		
CN	Granted	200880013255.4	02/22/2008	ZL200880013255.4	08/28/2013
CN	Published	201310326757.5	02/22/2008		
EA	Granted	200901155	02/22/2008	019893	07/30/2014
IN	Pending	5324/DELNP/2009	02/22/2008		
OA	Pending	1200900273	02/22/2008		
VN	Pending	1-2009-01990	02/22/2008		
VN	Pending	1-2012-02696	02/22/2008		
VN	Pending	1-2012-02697	02/22/2008		
VN	Pending	1-2012-02698	02/22/2008		
VN	Pending	1-2012-02695	02/22/2008		
VN	Pending	1-2012-02701	02/22/2008		
VN	Pending	1-2012-02700	02/22/2008		
VN	Pending	1-2012-02699	02/22/2008		
ZA	Pending	2009/05882	02/22/2008		

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Pending	AP/P/2010/005429	05/01/2009		
CN	Published	200980115840.X	05/01/2009		
CN	Published	201310447258.1	05/01/2009		
EA	Published	201071173	05/01/2009		
IN	Pending	7565/DELNP/2010	05/01/2009		
OA	Granted	1201000364	05/01/2009	15589	09/28/2012
VN	Pending	1-2010-02929	05/01/2009		

ZA	Granted	2010/08007	05/01/2009	2010/08007	10/26/2011

(775) TITLE: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Granted	AP/P/2011/005864	04/01/2010	2887	04/30/2014
BO	Published	SP-0082-2010	03/30/2010		
CN	Allowed	201080014307.7	04/01/2010		
CN	Unfiled				
EA	Published	201190179	04/01/2010		
IN	Pending	7323/DELNP/2011	04/01/2010		
OA	Pending	1201100311	04/01/2010		
PK	Pending	262/2010	03/31/2010		
VN	Pending	I-2011-02324	04/01/2010		
ZA	Granted	2011/07430	04/01/2010	2011/07430	12/27/2012

(783) TITLE: TABLETS FOR COMBINATION THERAPY

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
AP	Allowed	AP/P/2011/005857	02/04/2010		
BO	Pending	SP-00292010	02/05/2010		
CN	Granted	201080006646.0	02/04/2010	ZL201080006646.0	09/11/2013
EA	Allowed	201190125	02/04/2010		
EA	Pending	201491658	02/04/2010		
IN	Pending	5823/DELNP/2011	02/04/2010		
OA	Pending	1201100281	02/04/2010		
PK	Pending	94/2010	02/05/2010		
VN	Pending	1-2011-02035	02/04/2010		
ZA	Allowed	2011/06154	02/04/2010		

(895) TITLE: METHODS AND INTERMEDIATES FOR PREPARING PHARMACEUTICAL AGENTS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Published	201380007712.X	02/01/2013		
IN	Pending	6192/DELNP/2014	02/01/2013		

For purposes of this Appendix 2, references to “PCT,“OAPI,” “EAPO” and “ARIPO” shall not be construed or interpreted to grant rights to Licensee in any country other than those countries expressly included within the licenses granted to Licensee in Sections 2.2 and 2.3 of this Agreement.

Appendix 3

Emtricitabine Patents

(EMU108) TITLE: ANTIVIRA; ACTIVITY AND RESOLUTION OF 2-HYDROXYMETHYL-5-(5-FLUROCYTOSIN-1-YL)-1,3-OXATHIOLANE

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200780016151.4	03/06/2007	200780016151	02/06/2013
IN	Pending	5344/CHENP/2008	03/06/2007		

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
NI	Granted	97.0096	12/05/1997	1134RPI	05/17/1999
HN	Granted	PICA97118	08/18/1997	3775	04/25/2000
KG	Granted	940226.1	11/10/1994	310	09/29/2000
JM	Granted	697267	07/08/1997	3615	05/25/2005
AZ	Granted	96/000763	07/24/1992	I20000023	01/27/2000
DO	Granted	1793970004607	07/10/1997	370	07/23/2001
UY	Published	25.182	09/15/1998		
BW	Granted	BW/A/1998/00163	04/27/1998	BW/P/2002/00042	05/22/2003

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	99811893.1	10/08/1999	ZL99811893.1	11/28/2007
IN	Granted	3639/DELNP/2004	11/18/2004	247136	03/29/2011
IN	Granted	IN/PCT/2001/00368/DE	10/08/1999	197625	03/02/2007

(TRI1020) TITLE: COMPOSITIONS AND METHODS FOR COMBINATION ANTIVIRAL THERAPY

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	99809992.9	08/12/1999	ZL99809992.9	03/10/2004
IN	Granted	IN/PCT/2001/00191/DE	08/12/1999	220526	05/29/2008
IN	Granted	IN/PCT/04834/DELNP/2	10/21/2005	243267	09/30/2010
IN	Granted	IN/PCT/04835/DELNP/2	10/21/2005	239028	03/03/2010

IN	Granted	IN/PCT/04840/DELNP/2	10/21/2005	245477	01/20/2011

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

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200480002190.5	01/13/2004	200480002190.5	06/06/2012
CN	Published	201210094391.9	01/13/2004		
EA	Gramted	200501134	01/13/2004	015145	06/13/2011
AM	Granted	200501134	01/13/2004	015145	06/13/2011
KG	Granted	200501134	01/13/2004	015145	06/13/2011
KZ	Granted	200501134	01/13/2004	015145	06/13/2011
MD	Granted	200501134	01/13/2004	015145	06/13/2011
TJ	Granted	200501134	01/13/2004	015145	06/13/2011
TM	Granted	200501134	01/13/2004	015145	06/13/2011
KG	Granted	200501134		015145	05/31/2012
KZ	Pending	200501134			
TM	Pending	200501134			

(677) TITLE: UNITARY PHARMACEUTICAL DOSAGE FORM

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Granted	200680026866.3	06/13/2006	200680026866.3	03/27/2013
EA	Granted	200800033	06/13/2006	017764	03/29/2013
AM	Granted	200800033	06/13/2006	017764	03/29/2013
KG	Granted	200800033	06/13/2006	017764	03/29/2013
KZ	Granted	200800033	06/13/2006	017764	03/29/2013
MD	Granted	200800033	06/13/2006	017764	03/29/2013
TJ	Granted	200800033	06/13/2006	017764	03/29/2013
TM	Granted	200800033	06/13/2006	017764	03/29/2013
EA	Published	201201265	06/13/2006		
IN	Pending	9661/DELNP/2007	06/13/2006		
ZA	Granted	2008/00297	06/13/2006	2008/00297	04/28/2010

(899) TITLE: THERAPEUTIC COMPOUNDS

Country	Application Status	Application Number	Filing Date	Patent Number	Issue Date
CN	Published	201380007670.X	02/01/2013		
EA	Pending	201491287	02/01/2013		
IN	Pending	7100/DELNP/2014	02/01/2013		
MD	Pending	a20140091	02/01/2013		

Appendix 4

Countries in the COBI Territory

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

Appendix 5

Countries in the EVG-Quad Territory

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

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

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

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

Appendix 6-D
Form of Sublicense Agreement
(Manufacturers in South Africa)