THIRD AMENDMENT TO LICENSE AGREEMENT

THIS THIRD AMENDMENT TO LICENSE AGREEMENT (the "Third Amendment") is made and entered into as of July 25, 2012 ("Third Amendment Effective Date") by and between Gilead Sciences, Inc. ("Gilead") and the Medicines Patent Pool ("MPP").

RECITALS

WHEREAS, Gilead and MPP entered into that certain License Agreement date as of July 11, 2011 as amended as of July 15 and November 14, 2011 by a First and Second Amendment respectively (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement in accordance with the terms set forth in this Third Amendment, in order to remove Gilead’s obligation to pay MPP any monetary consideration for MPP’s identification of Sublicensees as well as for its administration of the Sublicense Agreements.

NOW THEREFORE, based on the foregoing premises and the mutual covenants and obligations set forth below, the Parties agree as follows:

AGREEMENT

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

2. Amendments. It is hereby agreed that the following Sections be amended to read as follows, from Third Amendment Effective Date:

a. Section 3 of the Agreement shall be deleted in its entirety and replaced to read as follows:

"3. Reports

3.1 Within one hundred twenty (120) days after the end of each calendar quarter, Gilead shall provide MPP with a detailed report of all Sublicense Revenue received by Gilead during such calendar quarter (the "Quarterly Report"). Gilead shall provide Quarterly Reports to MPP at the address listed in Section 9.4. Gilead shall be allowed to provide a copy of any such Quarterly Report to Japan Tobacco."

b. Section 6.3 shall be amended to read as follows:

"6.3 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 for breach of Gilead’s reporting obligations to MPP under Section 3 or Gilead’s refusal to enter into a Sublicense Agreement with a Sublicensee that is in the form of the applicable Form Sublicense Agreement.”

c. Section 7.7 shall be amended to read as follows:

"7.7 Survival. Sections 2.4(c), 5.4, 5.5, 7.1, and 7.7 and Articles 6, 8 and 9 shall survive termination or expiry of this Agreement. In addition, if this Agreement is terminated as permitted in accordance to Section 7.2, 7.3(a) or 7.4, 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”.

3. **General.** Except as expressly set forth herein, the Agreement shall continue in full force and effect and, as modified or amended, is hereby ratified, confirmed and approved. Notwithstanding the foregoing, in the event of any conflict between the terms of this Third Amendment and the terms of the Agreement, the terms of this Third Amendment shall control. No provision of this Third Amendment may be modified or amended except expressly in a writing signed by both parties nor shall any terms be waived except expressly in a writing signed by the party charged therewith. This Third Amendment shall be governed in accordance with the laws of England, without regard to conflict of laws principles. This Third Amendment may be executed in two (2) counterparts, each of which will constitute an original, and both of which, when taken together, will constitute one (1) and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement in duplicate originals by their duly authorized officers as of the Execution Date.

**Gilead Sciences Inc.**

By: ____________________________  
Name: Clifford Samuel  
Title: VP International Operations

**Medicines Patent Pool**

By: ____________________________  
Name: Chan Park  
Title: Executive Director