

AMENDMENT 1 TO DONATION AGREEMENT

This Amendment 1 to Donation Agreement (this “**Amendment 1**”) is executed as of October __, 2016 (the “**Signature Date**”) and effective as of July 14, 2016 (the “**Amendment 1 Date**”) by and between the Institute of Organic Chemistry and Biochemistry (“**IOCB**”) of the Czech Academy of Sciences located at Flemingovo nám. 2, 16610 Praha 6 (Czech Republic) and Gilead Sciences, Inc. (“**Gilead**”) with headquarters at 333 Lakeside Drive, Foster City, CA 94404 (USA).

RECITALS

WHEREAS, Gilead and IOCB previously entered into a Donation Agreement dated July 14, 2011 (the “**Agreement**”), pursuant to which Gilead agreed to make donations to IOCB in support of the Gilead Sciences Research Centre (the “**GSRC**”);

WHEREAS, Gilead desires to continue to support the GSRC through further donation to IOCB;

WHEREAS, IOCB desires to accept such donation and to use such donation in accordance with the Agreement;

WHEREAS, Gilead and IOCB desire to extend the Term of the Agreement in furtherance of such goals, all on terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **DEFINITIONS.** All capitalized terms used in this Amendment 1 and not defined herein shall have the meanings assigned to such terms in the Agreement.
2. **AMENDMENTS TO THE AGREEMENT.**

2.1 Sections 1.1 and 1.2. The parties hereby agree to replace Sections 1.1 and 1.2 of the Agreement in their entirety with the following new Sections 1.1 and 1.2:

“1.1 Gilead Donations.

(a) The parties acknowledge that as of the Amendment 1 Date, Gilead has made donations to IOCB in the amount of [REDACTED] under this Donation Agreement (the “**Prior Donations**”) and that Gilead is not obligated to pay IOCB any additional amounts for donations under this Agreement prior to such time as the New Donations (as defined below) are due in accordance with Sections 1.1(b) and 1.2 below.

(b) Commencing in the 2017 calendar year, and for each calendar year during the Term thereafter, Gilead will donate [REDACTED] per calendar year (the “**New Donations**”) and

together with the Prior Donations, the “**Donations**”) to IOCB pursuant to Sections 1.2 and 1.3 below.

1.2 Payment Schedule. Gilead will make the New Donations on a calendar year by calendar year basis. Commencing in the 2017 calendar year and for each calendar year during the Term thereafter, Gilead will make Donations in the amount of [REDACTED] on or before January 31 of such calendar year.”

2.2 Section 2.2. The parties hereby agree to amend Section 2.2 of the Agreement to delete the reference “four to eight (4-8)” in the first sentence of such Section which is hereby replaced with “up to ten (10).”

2.3 Sections 9.1, 9.2 and 9.3. The parties hereby agree to replace Sections 9.1, 9.2 and 9.3 of the Agreement in their entirety with the following new Sections 9.1, 9.2 and 9.3:

“9.1 Term. This Agreement will become effective upon the Effective Date and will expire December 31, 2021, unless terminated earlier pursuant to Section 9.3 (such period during which the Agreement is effective, the “**Term**”).

9.2 Intentionally Omitted.

9.3 Termination. Either party may terminate this Agreement with six (6) months advance written notice if any change occurs in the structure or operation of GSRC that would materially and adversely affect the purpose or productivity of GSRC, provided that, if Gilead elects to so terminate this Agreement and a scheduled Donation becomes due during such six (6) month notice period, then Gilead will make a pro-rated final Donation on such scheduled Donation date in an amount that is pro-rated for the period prior to the effective date of such termination. By way of example, if Gilead terminates this Agreement on October 1st, 2018, then Gilead will make a final Donation on or before January 31st, 2019, in the amount of [REDACTED] in support of GSRC for the three (3) months in 2019 before the termination becomes effective.”

2.4 Notices. The parties hereby update the addresses for notices set forth in Section 10.5 of the Agreement, which are hereby replaced with the following:

For Gilead: 333 Lakeside Drive
 Foster City, CA 94404
 USA
 Attention: Bill Lee, EVP, Research
 Copy to: Brett Pletcher, Esq., EVP, General Counsel
 Phone: +1 650-574-3000
 Fax: +1 650-522-5337

For IOCB: Institute of Organic Chemistry and Biochemistry
The Czech Academy of Sciences
Flemingovo nám. 2,
166 10 Praha 6 Czech Republic
Attention: Zdenek Hostomsky
Institute Director

Phone: +420 (220) 183 333
e-mail: zdenek.hostomsky@uochb.cas.cz

2.5 Updated GSRC Structure Schematic. The parties desire to confirm the structure of the GSRC as of the Amendment 1 Date, a schematic illustration of which is set forth on Schedule 1 to this Amendment 1.

2.6 Members and Member Research Group Participants. The parties desire to confirm the Members and Member Research Group Participants as of the Amendment 1 Date, which are set forth on Schedule 2 to this Amendment 1.

2.7 Members of the Steering Committee. The parties desire to confirm the members of the Steering Committee as of the Amendment 1 Date, which are set forth on Schedule 3 to this Amendment 1.

2.8 Members of the Advisory Board. The parties desire to confirm the members of the Advisory Board as of the Amendment 1 Date, which are set forth on Schedule 4 to this Amendment 1.

2.9 Press Release. Gilead and IOCB will issue a joint press release announcing the execution of this Amendment 1 in a form agreed to by the parties. Such press release will be issued at a specific time agreed to by the parties, which the parties currently anticipate to be in January 2017. Neither party shall publish any press release or otherwise make any public statement or disclosure concerning this Agreement without the prior written approval of the other party which approval shall not be unreasonably withheld. Notwithstanding the foregoing, each party shall have the right to issue public statements or releases to the extent necessary to comply with applicable law and the rules of a recognized stock exchange; provided that to the extent such party has the right to do so, it will give the other party fifteen (15) days (or such shorter period as required by applicable law or rules of a recognized stock exchange) advance written notice and ability to comment on any such public statement.

3. MISCELLANEOUS.

3.1 Contracts Register. The parties shall deem the Confidential Information of each party as a trade secret of such party within the meaning of Section 504 of the Civil Code. The parties have agreed that in case of necessity to disclose this Amendment 1 (and the Agreement in connection therewith) pursuant to Act. No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication thereof and the Contracts Register, or pursuant to other legal regulations, the parties shall each time mutually inform each other in advance about the necessity of such disclosure, and shall proceed in accordance with the Agreement, in

particular in accordance with Article 5 of the Agreement. The parties have also agreed that prior to disclosure of this Amendment 1 (and the Agreement in connection therewith) any and all provisions of this Amendment 1 (and the Agreement) and appendices hereto (and thereto) designated by Gilead as business secret shall be removed (blackened), and the disclosure shall be made by Gilead. After sending an electronic or other form of disclosure of this Amendment 1 (and the Agreement in connection therewith), Gilead shall provide IOCB notice thereof.

3.2 Controlling Document; Modification. All terms and conditions of the Agreement that have not been explicitly modified pursuant to this Amendment 1 shall remain in force and effect as part of the Agreement. If there is a conflict between this Amendment 1 and the Agreement, the terms of this Amendment 1 shall control. This Amendment 1 may not be amended, modified, altered or supplemented except by means of a written instrument executed on behalf of the parties.

3.3 Counterparts. This Amendment 1 may be executed in two (2) counterparts, each of each will be an original and both will constitute together the same document. Counterparts may be signed and delivered by facsimile, each of which will be binding when sent.

3.4 English Language. This Amendment 1 is made in English and its English version will prevail over its translation in any other language.

[Signature Page Follows]

IN WITNESS WHEREOF, Gilead and IOCB have executed this Amendment 1 by their respective duly authorized representatives.

GILEAD SCIENCES, INC.

**INSTITUTE OF ORGANIC CHEMISTRY AND
BIOCHEMISTRY**

By: _____

By: _____

Name: Norbert W. Bischofberger, Ph.D.

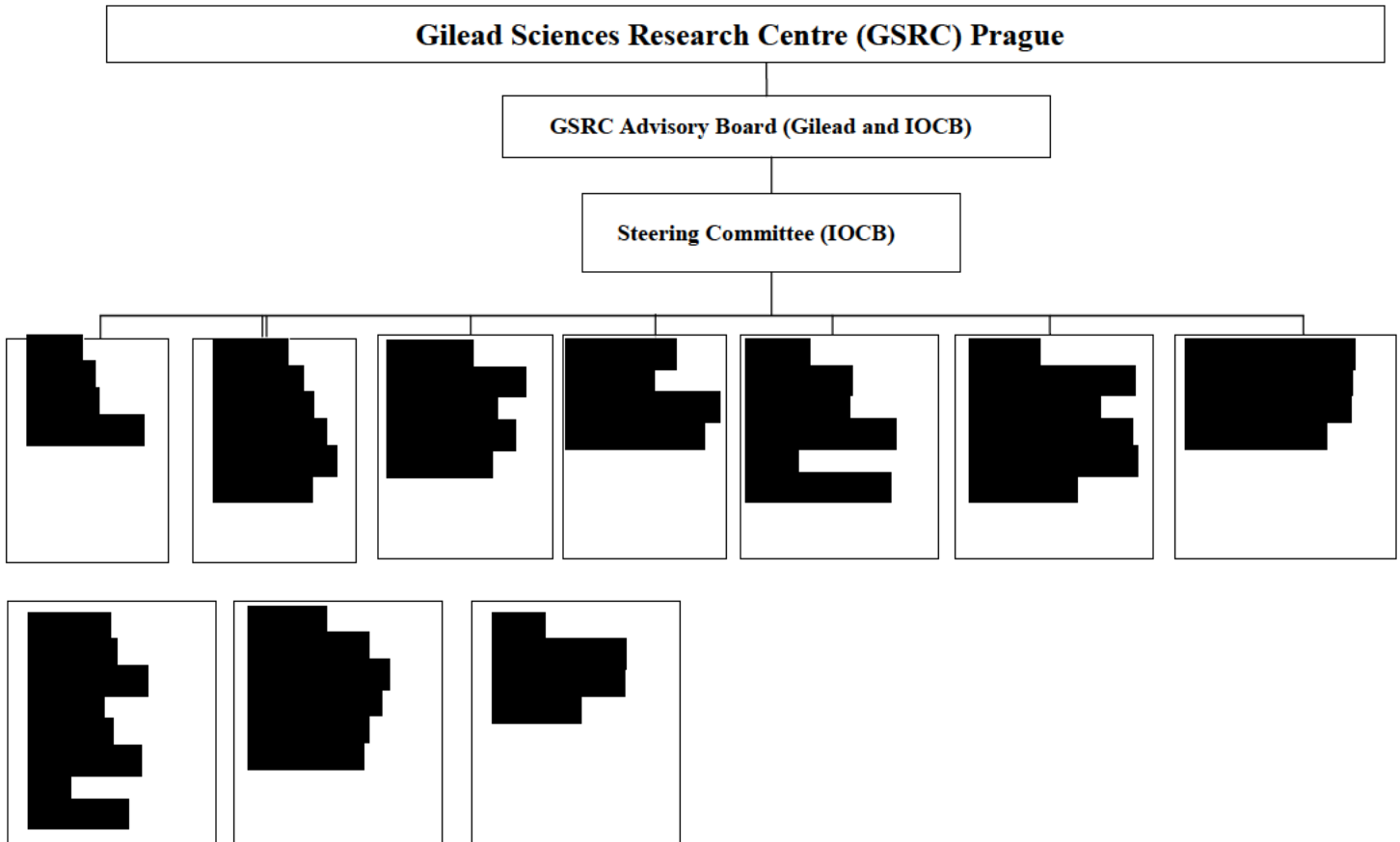
Name: Dr. Zdenek Hostomsky

Title: Executive Vice President, Research and
Development and Chief Scientific Officer

Title: Institute Director

Schedule 1

Structure of the GSRC



Schedule 2

Members; Member Research Groups and Program Participants

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 3

Members of the Steering Committee

Chairperson: [REDACTED]

Vice-Chairperson [REDACTED]

Members:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Schedule 4

Members of the Advisory Board

Gilead:



IOCB:

