GILEAD SCIENCES INC (GILD)

10-Q
Quarterly report pursuant to sections 13 or 15(d)
Filed on 11/06/2012
Filed Period 09/30/2012

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2012

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File No. 0-19731

GILEAD SCIENCES, INC.

(Exact Name of Registrant as Specified in Its Charter)

Delaware	**94-3047598**
(State or Other Jurisdiction of Incorporation or Organization)	**(IRS Employer Identification No.)**
333 Lakeside Drive, Foster City, California	**94404**
(Address of principal executive offices)	**(Zip Code)**

650-574-3000
Registrant's Telephone Number, Including Area Code

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares outstanding of the issuer's common stock, par value $0.001 per share, as of October 26, 2012 : 757,648,151

GILEAD SCIENCES, INC.

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We own or have rights to various trademarks, copyrights and trade names used in our business, including the following: GILEAD®, GILEAD SCIENCES®, TRUVADA®, VIREAD®, HEPSERA®, AMBISOME®, EMTRIVA®, COMPLERA®, EVIPLERA®, STRIBILD™, VISTIDE®, LETAIRIS®, VOLIBRIS®, RANEXA®, CAYSTON® and RAPISCAN®. ATRIPLA® is a registered trademark belonging to Bristol-Myers Squibb & Gilead Sciences, LLC. LEXISCAN® is a registered trademark belonging to Astellas U.S. LLC. MACUGEN® is a registered trademark belonging to Valeant Pharmaceuticals International, Inc. SUSTIVA® is a registered trademark of Bristol-Myers Squibb Pharma Company. TAMIFLU® is a registered trademark belonging to Hoffmann-La Roche Inc. This report also includes other trademarks, service marks and trade names of other companies.

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

GILEAD SCIENCES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)

	September 30, 2012	December 31, 2011
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	$ 1,550,710	$ 9,883,777
Short-term marketable securities	144,775	16,491
Accounts receivable, net	1,766,091	1,951,167
Inventories	1,617,369	1,389,983
Deferred tax assets	222,572	208,155
Prepaid taxes	334,013	246,444
Prepaid expenses	100,674	95,922
Other current assets	144,175	126,846
Total current assets	5,880,379	13,918,785
Property, plant and equipment, net	856,184	774,406
Noncurrent portion of prepaid royalties	176,430	174,584
Noncurrent deferred tax assets	110,331	144,015
Long-term marketable securities	955,603	63,704
Intangible assets, net	11,735,354	1,062,864
Goodwill	1,078,919	1,004,102
Other noncurrent assets	170,629	160,674
Total assets	$20,963,829	$17,303,134
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	$ 1,319,670	$ 1,206,052
Accrued government rebates	805,088	547,473
Accrued compensation and employee benefits	182,756	173,316
Income taxes payable	17,087	40,583
Other accrued liabilities	647,604	471,129
Deferred revenues	99,048	74,665
Current portion of long-term debt and other obligations, net	1,730,895	1,572
Total current liabilities	4,802,148	2,514,790
Long-term deferred revenues	20,836	31,870
Long-term debt, net	7,040,382	7,605,734
Long-term income taxes payable	128,655	135,655
Other long-term obligations	221,646	147,736
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Preferred stock, par value $0.001 per share; 5,000 shares authorized; none outstanding	—	—
Common stock, par value $0.001 per share; 2,800,000 shares authorized; 757,933 and 753,106 shares issued and outstanding at September 30, 2012 and December 31, 2011, respectively	758	753
Additional paid-in capital	5,435,242	4,903,143
Accumulated other comprehensive income	28,249	58,200
Retained earnings	3,139,393	1,776,760
Total Gilead stockholders' equity	8,603,642	6,738,856
Noncontrolling interest	146,520	128,493
Total stockholders' equity	8,750,162	6,867,349
Total liabilities and stockholders' equity	$20,963,829	$17,303,134

See accompanying notes.

GILEAD SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(unaudited)
(in thousands, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	**2011**	**2012**	**2011**
Revenues:				
Product sales	$ 2,357,978	$ 2,065,859	$ 6,887,560	$ 5,969,025
Royalty revenues	63,915	51,629	216,126	204,615
Contract and other revenues	4,704	4,172	10,546	11,367
Total revenues	2,426,597	2,121,660	7,114,232	6,185,007
Costs and expenses:				
Cost of goods sold	597,269	531,989	1,795,545	1,539,963
Research and development	465,831	290,066	1,320,286	826,915
Selling, general and administrative	319,583	295,927	1,095,209	895,764
Total costs and expenses	1,382,683	1,117,982	4,211,040	3,262,642
Income from operations	1,043,914	1,003,678	2,903,192	2,922,365
Interest expense	(89,322)	(43,097)	(275,010)	(130,420)
Other income (expense), net	(3,505)	14,406	(38,665)	40,216
Income before provision for income taxes	951,087	974,987	2,589,517	2,832,161
Provision for income taxes	280,052	237,449	774,877	704,861
Net income	671,035	737,538	1,814,640	2,127,300
Net loss attributable to noncontrolling interest	4,470	3,586	14,385	11,192
Net income attributable to Gilead	$ 675,505	$ 741,124	$ 1,829,025	$ 2,138,492
Net income per share attributable to Gilead common stockholders—basic	$ 0.89	$ 0.97	$ 2.42	$ 2.72
Shares used in per share calculation—basic	757,385	767,033	757,032	787,272
Net income per share attributable to Gilead common stockholders—diluted	$ 0.85	$ 0.95	$ 2.33	$ 2.66
Shares used in per share calculation—diluted	792,304	781,312	783,824	802,762

See accompanying notes.

GILEAD SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(unaudited)
(in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Net income	$671,035	$737,538	$1,814,640	$2,127,300
Other comprehensive income:				
Net foreign currency translation gain (loss)	5,090	(3,958)	7,346	(1,122)
Available-for-sale securities:				
Net unrealized gain (loss), net of tax impact of $(848) and $3,681 for the three months ended September 30, 2012 and 2011, and $(660) and $(2,634) for the nine months ended September 30, 2012 and 2011, respectively	1,476	(24,786)	1,146	(24,124)
Reclassifications to net income, net of tax impact of $1,396 and $(1,531) for the three months ended September 30, 2012 and 2011, and $849 and $(4,203) for the nine months ended September 30, 2012 and 2011, respectively	2,429	(2,656)	32,979	(7,160)
Net change	3,905	(27,442)	34,125	(31,284)
Cash flow hedges:				
Net unrealized gain (loss), net of tax impact of $3,180 and $(5,031) for the three months ended September 30, 2012 and 2011, and $460 and $3,366 for the nine months ended September 30, 2012 and 2011, respectively	(67,674)	107,044	(9,084)	(66,481)
Reclassification to net income, net of tax impact of $(1,760) and $1,978 for the three months ended September 30, 2012 and 2011, and $(3,156) and $2,655 for the nine months ended September 30, 2012 and 2011, respectively	(37,449)	42,094	(62,338)	52,433
Net change	(105,123)	149,138	(71,422)	(14,048)
Other comprehensive income (loss)	(96,128)	117,738	(29,951)	(46,454)
Comprehensive income	574,907	855,276	1,784,689	2,080,846
Comprehensive loss attributable to noncontrolling interest	4,470	3,586	14,385	11,192
Comprehensive income attributable to Gilead	$579,377	$858,862	$1,799,074	$2,092,038

See accompanying notes.

GILEAD SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)
(in thousands)

	Nine Months Ended September 30,	
	2012	**2011**
Operating Activities:		
Net income	$ 1,814,640	$ 2,127,300
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation expense	60,488	53,232
Amortization expense	144,087	175,575
Stock-based compensation expense	151,598	145,775
Excess tax benefits from stock-based compensation	(64,955)	(30,255)
Tax benefits from employee stock plans	61,401	26,574
Deferred income taxes	21,374	43,415
Other	(2,037)	47,159
Changes in operating assets and liabilities:		
Accounts receivable, net	160,831	(221,393)
Inventories	(224,742)	(136,684)
Prepaid expenses and other assets	(109,550)	13,373
Accounts payable	146,458	257,805
Income taxes payable	(75,674)	85,177
Accrued liabilities	397,831	106,492
Deferred revenues	7,238	(32,642)
Net cash provided by operating activities	2,488,988	2,660,903
Investing Activities:		
Purchases of marketable securities	(1,148,751)	(4,161,322)
Proceeds from sales of marketable securities	130,463	3,498,720
Proceeds from maturities of marketable securities	25,975	506,513
Acquisitions, net of cash acquired	(10,751,636)	(588,608)
Purchases of other investments	(25,000)	—
Capital expenditures	(127,175)	(105,794)
Net cash used in investing activities	(11,896,124)	(850,491)
Financing Activities:		
Proceeds from issuances of senior notes, net of issuance costs	—	987,370
Proceeds from issuances of common stock	350,264	158,234
Proceeds from credit facilities, net of issuance costs	1,146,844	—
Proceeds from term loan, net of issuance costs	997,889	—
Repayments of term loan	(1,000,000)	—
Repayments of credit facility	(50,000)	—
Repurchases of common stock	(467,000)	(2,156,830)
Repayments of convertible senior notes	—	(649,987)
Repayments of other long-term obligations	(2,167)	(1,619)
Excess tax benefits from stock-based compensation	64,955	30,255
Contributions from (distributions to) noncontrolling interest	32,412	(130,474)
Net cash provided by (used in) financing activities	1,073,197	(1,763,051)
Effect of exchange rate changes on cash	872	(45,881)
Net change in cash and cash equivalents	(8,333,067)	1,480
Cash and cash equivalents at beginning of period	9,883,777	907,879
Cash and cash equivalents at end of period	$ 1,550,710	$ 909,359

See accompanying notes.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles for interim financial information. The financial statements include all adjustments (consisting only of normal recurring adjustments) that the management of Gilead Sciences, Inc. (Gilead, we or us) believes are necessary for a fair presentation of the periods presented. These interim financial results are not necessarily indicative of results expected for the full fiscal year or for any subsequent interim period.

The accompanying Condensed Consolidated Financial Statements include the accounts of Gilead, our wholly-owned subsidiaries and our joint ventures with Bristol-Myers Squibb Company (BMS), for which we are the primary beneficiary. We record a noncontrolling interest in our Condensed Consolidated Financial Statements to reflect BMS's interest in the joint ventures. All intercompany transactions have been eliminated. The Condensed Consolidated Financial Statements include the results of companies acquired by us from the date of each acquisition for the applicable reporting periods.

The accompanying Condensed Consolidated Financial Statements and related financial information should be read in conjunction with the audited Consolidated Financial Statements and the related notes thereto for the year ended December 31, 2011, included in our Annual Report on Form 10-K filed with the U.S. Securities and Exchange Commission (SEC). Certain amounts within our Condensed Consolidated Financial Statements have been reclassified to conform to the current presentation.

Significant Accounting Policies, Estimates and Judgments

The preparation of these Condensed Consolidated Financial Statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures. On an ongoing basis, we evaluate our estimates, including critical accounting policies or estimates related to revenue recognition, intangible assets, allowance for doubtful accounts, prepaid royalties, clinical trial accruals, contingent consideration liabilities, stock-based compensation and our tax provision. We base our estimates on historical experience and various market specific and other relevant assumptions that we believe to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ significantly from these estimates.

Net Income Per Share Attributable to Gilead Common Stockholders

Basic net income per share attributable to Gilead common stockholders is calculated based on the weighted-average number of shares of our common stock outstanding during the period. Diluted net income per share attributable to Gilead common stockholders is calculated based on the weighted-average number of shares of our common stock outstanding and other dilutive securities outstanding during the period. The potential dilutive shares of our common stock resulting from the assumed exercise of outstanding stock options, performance shares and the assumed exercise of warrants relating to the convertible senior notes due in May 2013 (May 2013 Notes), May 2014 (May 2014 Notes) and May 2016 (May 2016 Notes) (collectively, the Convertible Notes) are determined under the treasury stock method.

Because the principal amount of the Convertible Notes will be settled in cash, only the conversion spread relating to the Convertible Notes is included in our calculation of diluted net income per share attributable to Gilead common stockholders. Our common stock resulting from the assumed settlement of the conversion spread of the Convertible Notes has a dilutive effect when the average market price of our common stock during the period exceeds the conversion prices of $38.10, $45.08 and $45.41 for the May 2013 Notes, May 2014 Notes and May 2016 Notes, respectively.

In 2011, our convertible senior notes due in May 2011 (May 2011 Notes) matured and the related warrants expired. As a result, we have only considered their impact for the period they were outstanding on our net income per share calculations. Our common stock resulting from the assumed settlement of the conversion spread of the May 2011 Notes had a dilutive effect when the average market price of our common stock during the period exceeded the conversion price of $38.75. During the nine months ended September 30, 2011, the average market price of our common stock exceeded the conversion price of the May 2011 Notes and the dilutive effect is included in the accompanying table. Warrants related to the May 2011 Notes had a dilutive effect when the average market price of our common stock during the period exceeded the warrants' exercise price of $50.80. The average market price of our common stock during the nine months ended September 30, 2011 did not exceed the exercise price of the warrants related to the May 2011 Notes; therefore, these warrants did not have a dilutive effect on our net income per share for that period.

During the three and nine months ended September 30, 2012, the average market price of our common stock exceeded the conversion prices of the May 2013 Notes, May 2014 Notes and May 2016 Notes; therefore, the dilutive effects are included in the accompanying table. During the three and nine months ended September 30, 2011, the average market price of our common stock exceeded the conversion price of the May 2013 Notes and the dilutive effect is included in the accompanying table. During the three and nine months ended September 30, 2011, the average market price of our common stock did not exceed the conversion prices of the May 2014 Notes and May 2016 Notes and therefore, these notes did not have a dilutive effect on our net income per share for those periods.

Warrants relating to the May 2013 Notes, May 2014 Notes and May 2016 Notes have a dilutive effect when the average market price of our common stock during the period exceeds the warrants' exercise prices of $53.90, $56.76 and $60.10, respectively. During the three months ended September 30, 2012, the average market price of our common stock exceeded the warrants' exercise prices relating to the May 2013 Notes and May 2014 Notes and the dilutive effects are included in the accompanying table. During the three months ended September 30, 2012, the average market price of our common stock did not exceed the warrants' exercise price relating to the May 2016 Notes and therefore, these warrants did not have a dilutive effect on our net income per share for that period. The average market prices of our common stock during the nine months ended September 30, 2012 and the three and nine months ended September 30, 2011 did not exceed the warrants' exercise prices relating to any of the Convertible Notes; therefore, these warrants did not have a dilutive effect on our net income per share for those periods.

Stock options to purchase approximately 2.1 million and 5.7 million weighted-average shares of our common stock were outstanding during the three and nine months ended September 30, 2012, but were not included in the computation of diluted net income per share attributable to Gilead common stockholders because their effect was antidilutive. Stock options to purchase approximately 21.0 million and 21.4 million weighted-average shares of our common stock were outstanding during the three and nine months ended September 30, 2011, respectively, but were not included in the computation of diluted net income per share attributable to Gilead common stockholders because their effect was antidilutive.

The following table is a reconciliation of the numerator and denominator used in the calculation of basic and diluted net income per share attributable to Gilead common stockholders (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Numerator:				
Net income attributable to Gilead	$675,505	$741,124	$1,829,025	$2,138,492
Denominator:				
Weighted-average shares of common stock outstanding used in the calculation of basic net income per share attributable to Gilead common stockholders	757,385	767,033	757,032	787,272
Effect of dilutive securities:				
Stock options and equivalents	16,239	13,548	15,463	14,452
Conversion spread related to the May 2011 Notes	—	—	—	253
Conversion spread related to the May 2013 Notes	5,723	731	4,475	785
Conversion spread related to the May 2014 Notes	5,930	—	3,529	—
Conversion spread related to the May 2016 Notes	5,726	—	3,325	—
Warrants related to the Convertible Notes	1,301	—	—	—
Weighted-average shares of common stock outstanding used in the calculation of diluted net income per share attributable to Gilead common stockholders	792,304	781,312	783,824	802,762

Concentrations of Risk

We are subject to credit risk from our portfolio of cash equivalents and marketable securities. Under our investment policy, we limit amounts invested in such securities by credit rating, maturity, industry group, investment type and issuer, except for securities issued by the U.S. government. We are not exposed to any significant concentrations of credit risk from these financial instruments. The goals of our investment policy, in order of priority, are as follows: safety and preservation of principal and diversification of risk; liquidity of investments sufficient to meet cash flow requirements; and a competitive after-tax rate of return.

We are also subject to credit risk from our accounts receivable related to our product sales. The majority of our trade accounts receivable arises from product sales in the United States and Europe.

During the second quarter of 2012, we received payment on $460.6 million in past due accounts receivable from customers based in Spain. Included in this amount were proceeds from a factoring arrangement where we sold receivables with a carrying value of $319.8 million, net of the allowance for doubtful accounts. We received proceeds of $349.7 million and recorded a gain of $29.9 million, resulting primarily from the reversal of the related allowance for doubtful accounts. This gain was recorded as an offset to selling, general and administrative (SG&A) expenses in our Condensed Consolidated Statement of Income. Subsequent to this transaction, we have had no continuing involvement with the transferred receivables, which were derecognized at the time of the sale.

As of September 30, 2012, our accounts receivable in Southern Europe, specifically Greece, Italy, Portugal and Spain, totaled approximately $826.8 million, of which $314.9 million were greater than 120 days past due and $84.8 million were greater than 365 days past due. To date, we have not experienced significant losses with respect to the collection of our accounts receivable. We believe that our allowance for doubtful accounts was adequate at September 30, 2012.

Recent Accounting Pronouncements

In July 2012, the Financial Accounting Standards Board (FASB) issued new accounting guidance intended to simplify the testing of indefinite-lived intangible assets for impairment. Entities will be allowed the option to first perform a qualitative assessment on impairment for indefinite-lived intangible assets to determine whether a quantitative assessment is necessary. This guidance is effective for impairment tests performed in the interim and annual periods for fiscal years beginning after September 15, 2012. Early adoption is permitted. The adoption of this guidance is not expected to have a material impact on our Consolidated Financial Statements.

2. FAIR VALUE MEASUREMENTS

We determine the fair value of financial and non-financial assets and liabilities using the fair value hierarchy, which establishes three levels of inputs that may be used to measure fair value, as follows:

- Level 1 inputs which include quoted prices in active markets for identical assets or liabilities;

- Level 2 inputs which include observable inputs other than Level 1 inputs, such as quoted prices for similar assets or liabilities; quoted prices for identical or similar assets or liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability. For our marketable securities, we review trading activity and pricing as of the measurement date. When sufficient quoted pricing for identical securities is not available, we use market pricing and other observable market inputs for similar securities obtained from various third-party data providers. These inputs either represent quoted prices for similar assets in active markets or have been derived from observable market data; and

- Level 3 inputs which include unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the underlying asset or liability. Level 3 assets and liabilities include those whose fair value measurements are determined using pricing models, discounted cash flow methodologies or similar valuation techniques, as well as significant management judgment or estimation.

Our financial instruments consist principally of cash and cash equivalents, marketable securities, accounts receivable, foreign currency exchange forward and option contracts, accounts payable, and short-term and long-term debt. Cash and cash equivalents, marketable securities and foreign currency exchange contracts that hedge accounts receivable and forecasted product sales are reported at their respective fair values on our Condensed Consolidated Balance Sheets. The carrying value and fair value of the Convertible Notes were $2.99 billion and $4.98 billion, respectively, as of September 30, 2012. The carrying value and fair value of the Convertible Notes were $2.92 billion and $3.53 billion, respectively, as of December 31, 2011.

During the first quarter of 2011, we issued senior unsecured notes due in April 2021 (April 2021 Notes) in a registered offering for an aggregate principal amount of $1.00 billion. The carrying value and fair value of the April 2021 Notes were $992.7 million and $1.14 billion, respectively, as of September 30, 2012. The carrying value and fair value of the April 2021 Notes were $992.1 million and $1.06 billion, respectively, as of December 31, 2011. In December 2011, we issued senior unsecured notes due in December 2014 (December 2014 Notes), December 2016 (December 2016 Notes), December 2021 (December 2021 Notes) and December 2041 (December 2041 Notes) in a registered offering for an aggregate principal amount of $3.70 billion. The carrying value and fair value of these notes were $3.69 billion and $4.21 billion, respectively, as of September 30, 2012. The carrying value and fair value of these notes were $3.69 billion and $3.93 billion, respectively, as of December 31, 2011. The fair values of the Convertible Notes and senior unsecured notes were determined using Level 2 inputs based on their quoted market values.

The remaining financial instruments are reported on our Condensed Consolidated Balance Sheets at amounts that approximate current fair values.

The following table summarizes, for assets or liabilities recorded at fair value, the respective fair value and the classification by level of input within the fair value hierarchy defined above (in thousands):

	September 30, 2012				December 31, 2011			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets:								
Debt securities:								
U.S. treasury securities	$ 308,309	$ —	$ —	$ 308,309	$ —	$ —	$ —	$ —
Money market funds	1,110,384	—	—	1,110,384	7,455,982	—	—	7,455,982
Certificates of deposit	—	—	—	—	—	1,139,982	—	1,139,982
U.S. government agencies and FDIC guaranteed securities	—	353,596	—	353,596	—	—	—	—
Non-U.S. government securities	—	—	—	—	—	—	24,741	24,741
Municipal debt securities	—	8,106	—	8,106	—	—	—	—
Corporate debt securities	—	334,886	—	334,886	—	404,989	—	404,989
Residential mortgage and asset-backed securities	—	95,481	—	95,481	—	—	—	—
Student loan-backed securities	—	—	—	—	—	—	46,952	46,952
Total debt securities	1,418,693	792,069	—	2,210,762	7,455,982	1,544,971	71,693	9,072,646
Equity securities	—	—	—	—	8,503	—	—	8,503
Derivatives	—	57,298	—	57,298	—	100,475	—	100,475
	$1,418,693	$849,367	$ —	$2,268,060	$7,464,485	$1,645,446	$ 71,693	$9,181,624
Liabilities:								
Contingent consideration	$ —	$ —	$199,707	$ 199,707	$ —	$ —	$135,591	$ 135,591
Derivatives	—	34,135	—	34,135	—	5,710	—	5,710
	$ —	$ 34,135	$199,707	$ 233,842	$ —	$ 5,710	$135,591	$ 141,301

Level 2 Inputs

We estimate the fair values of our government related debt, corporate debt, residential mortgage and asset-backed securities by taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income- and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker/dealer quotes on the same or similar securities; issuer credit spreads; benchmark securities; prepayment/default projections based on historical data; and other observable inputs.

Substantially all of our foreign currency derivatives contracts have maturities primarily over an 18 month time horizon and all are with counterparties that have a minimum credit rating of A- or equivalent by Standard & Poor's, Moody's Investors Service, Inc. or Fitch, Inc. We estimate the fair values of these contracts by taking into consideration valuations obtained from a third-party valuation service that utilizes an income-based industry standard valuation model for which all significant inputs are observable, either directly or indirectly. These inputs include foreign currency rates, London Interbank Offered Rates (LIBOR) and swap rates. These inputs, where applicable, are at commonly quoted intervals.

Level 3 Inputs

Assets measured at fair value using Level 3 inputs were comprised of auction rate securities and Greek bonds within our available-for-sale investment portfolio. Our policy is to recognize transfers into or out of Level 3 classification as of the actual date of the event or change in circumstances that caused the transfer. The following table provides a rollforward of the fair value of our assets measured using Level 3 inputs (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Fair value, beginning of period	$ 43,872	$ 104,145	$ 71,693	$ 80,365
Total realized and unrealized gains (losses) included in:				
Other income (expense), net	—	1,707	(40,096)	4,578
Other comprehensive income, net	(1,618)	(22,681)	32,630	(28,375)
Sales of marketable securities	(42,254)	(1,350)	(64,227)	(28,630)
Transfers into Level 3	—	—	—	53,883
Fair value, end of period	$ —	$ 81,821	$ —	$ 81,821

Auction Rate Securities

The underlying assets of the auction rate securities consisted of student loans. Although auction rate securities are typically measured using Level 2 inputs, the failure of auctions and the lack of market activity and liquidity experienced since the beginning of 2008 required that these securities be measured using Level 3 inputs. The fair value of the auction rate securities was determined using a discounted cash flow model that considered projected cash flows for the issuing trusts, underlying collateral and expected yields. Projected cash flows were estimated based on the underlying loan principal, bonds outstanding and payout formulas. The weighted-average life over which the cash flows were projected considered the collateral composition of the securities and related historical and projected prepayments.

During the third quarter of 2012, we sold our remaining portfolio of auction rate securities. As a result of the sale, we received total proceeds of $37.3 million and resulted in a $3.8 million loss which was recognized in other income (expense), net on our Condensed Consolidated Statement of Income.

As of December 31, 2011 , our auction rate securities were recorded in long-term marketable securities on our Condensed Consolidated Balance Sheets.

Greek Government Bonds

In 2010, the Greek government agreed to settle the majority of its aged outstanding accounts receivable with zero-coupon bonds, which were expected to trade at a discount to face value. We estimated the fair value of the Greek zero-coupon bonds using Level 3 inputs due to the then current lack of market activity and liquidity. The discount rates used in our fair value model for these bonds were based on credit default swap rates. During the first quarter of 2012, the Greek government restructured its sovereign debt which impacted all holders of Greek bonds. As a result, we recorded a $40.1 million loss related to the debt restructuring as part of other income (expense), net on our Condensed Consolidated Statement of Income and exchanged the Greek bonds for new securities, which we liquidated during the first quarter of 2012.

As of December 31, 2011 , our Greek government-issued bonds were recorded in short-term and long-term marketable securities on our Condensed Consolidated Balance Sheets.

Contingent Consideration Liabilities

In connection with certain acquisitions, we may be required to pay future consideration that is contingent upon the achievement of specified development, regulatory approval or sales-based milestone events. We estimate the fair value of the contingent consideration liabilities on the acquisition date and each reporting period thereafter using a probability-weighted income approach, which reflects the probability and timing of future payments. This fair value measurement is based on significant Level 3 inputs such as the anticipated timelines and probability of achieving development, regulatory approval or sales-based milestone events and projected revenues. The resulting probability-weighted cash flows are discounted using credit-risk adjusted interest rates.

Each reporting period thereafter, we revalue these obligations by performing a review of the assumptions listed above and record increases or decreases in the fair value of these contingent consideration obligations in research and development expense within our Condensed Consolidated Statements of Income until such time that the related product candidate reaches commercialization. In the absence of any significant changes in key assumptions, the quarterly determination of fair values of these contingent consideration obligations would primarily reflect the passage of time.

Significant judgment is employed in determining Level 3 inputs and fair value measurements as of the acquisition date and for each subsequent period. Updates to assumptions could have a significant impact on our results of operations in any given period and actual results may differ from estimates. For example: significant increases in the probability of achieving a milestone or projected revenues would result in a significantly higher fair value measurement while significant decreases in the estimated probability of achieving a milestone or projected revenues would result in a significantly lower fair value measurement. Significant increases in the discount rate or in the anticipated timelines would result in a significantly lower fair value measurement while significant decreases in the discount rate or anticipated timelines would result in a significantly higher fair value measurement.

The potential contingent consideration payments resulting from development or regulatory approval based milestones related to our CGI Pharmaceuticals, Inc. and Calistoga Pharmaceuticals, Inc. (Calistoga) acquisitions range from no payment if none of the milestones are achieved, to an estimated maximum of $254 million (undiscounted), of which we had accrued $157.7 million as of September 30, 2012 and $120.2 million as of September 30, 2011. Potential future payments resulting from the acquisition of Arresto Biosciences, Inc. (Arresto) relate to royalty obligations on future sales once specified sales-based milestones are achieved.

The following table provides a rollforward of our contingent consideration liabilities, which are recorded as part of other long-term obligations in our Condensed Consolidated Balance Sheets (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Balance, beginning of period	$ 140,897	$ 126,690	$ 135,591	$ 11,100
Additions from new acquisitions	—	—	—	116,008
Net changes in valuation	58,810	1,615	64,116	1,197
Balance, end of period	$ 199,707	$ 128,305	$ 199,707	$ 128,305

3. AVAILABLE-FOR-SALE SECURITIES

The following table is a summary of available-for-sale debt and equity securities included in cash and cash equivalents or marketable securities in our Condensed Consolidated Balance Sheets. During the first quarter of 2012, we liquidated a portion of our investment portfolio to partially fund the acquisition of Pharmasset, Inc. (Pharmasset) which was completed in January 2012. Estimated fair values of available-for-sale securities are generally based on prices obtained from commercial pricing services (in thousands):

	September 30, 2012				December 31, 2011			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Debt securities:								
U.S. treasury securities	$ 307,961	$ 368	$ (20)	$ 308,309	$ —	$ —	$ —	$ —
Money market funds	1,110,384	—	—	1,110,384	7,455,982	—	—	7,455,982
Certificates of deposit	—	—	—	—	1,140,000	—	(18)	1,139,982
U.S. government agencies securities	353,152	474	(30)	353,596	—	—	—	—
Non-U.S. government securities	—	—	—	—	55,246	—	(30,505)	24,741
Municipal debt securities	8,075	31	—	8,106	—	—	—	—
Corporate debt securities	333,491	1,429	(34)	334,886	404,994	—	(5)	404,989
Residential mortgage-backed and asset-backed securities	95,465	175	(159)	95,481	—	—	—	—
Student loan-backed securities	—	—	—	—	51,500	—	(4,548)	46,952
Total debt securities	2,208,528	2,477	(243)	2,210,762	9,107,722	—	(35,076)	9,072,646
Equity securities	—	—	—	—	1,451	7,052	—	8,503
Total	$2,208,528	$ 2,477	$ (243)	$2,210,762	$9,109,173	$ 7,052	$(35,076)	$9,081,149

The following table summarizes the classification of the available-for-sale debt and equity securities on our Condensed Consolidated Balance Sheets (in thousands):

	September 30, 2012	December 31, 2011
Cash and cash equivalents	$ 1,110,384	$ 9,000,954
Short-term marketable securities	144,775	16,491
Long-term marketable securities	955,603	63,704
Total	$ 2,210,762	$ 9,081,149

The following table summarizes our portfolio of available-for-sale debt securities by contractual maturity (in thousands):

	September 30, 2012	
	Amortized Cost	Fair Value
Less than one year	$ 1,245,135	$ 1,245,165
Greater than one year but less than five years	927,079	929,196
Greater than five years but less than ten years	17,151	17,229
Greater than ten years	19,163	19,172
Total	$ 2,208,528	$ 2,210,762

The following table summarizes the gross realized gains and losses related to sales of marketable securities (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Gross realized gains on sales	$ 25	$ 4,830	$ 10,124	$ 13,784
Gross realized losses on sales	$ (3,850)	$ (644)	$ (43,951)	$ (2,421)

The cost of securities sold was determined based on the specific identification method.

The following table summarizes our available-for-sale debt securities that were in a continuous unrealized loss position, but were not deemed to be other-than-temporarily impaired (in thousands):

	Less Than 12 Months		12 Months or Greater		Total	
	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value
September 30, 2012						
Debt securities:						
U.S. treasury securities	$ (20)	$ 67,983	$ —	$ —	$ (20)	$ 67,983
Certificates of deposit	—	—	—	—	—	—
U.S. government agencies securities	(30)	41,856	—	—	(30)	41,856
Non-U.S. government securities	—	—	—	—	—	—
Corporate debt securities	(34)	42,456	—	—	(34)	42,456
Residential mortgage-backed and asset-backed securities	(159)	43,211	—	—	(159)	43,211
Student loan-backed securities	—	—	—	—	—	—
Total	$ (243)	$ 195,506	$ —	$ —	$ (243)	$ 195,506
December 31, 2011						
Debt securities:						
U.S. treasury securities	$ —	$ —	$ —	$ —	$ —	$ —
Certificates of deposit	(18)	1,019,982	—	—	(18)	1,019,982
U.S. government agencies securities	—	—	—	—	—	—
Non-U.S. government securities	(30,505)	24,741	—	—	(30,505)	24,741
Corporate debt securities	(5)	224,989	—	—	(5)	224,989
Residential mortgage-backed and asset-backed securities	—	—	—	—	—	—
Student loan-backed securities	—	—	(4,548)	46,952	(4,548)	46,952
Total	$ (30,528)	$ 1,269,712	$ (4,548)	$ 46,952	$ (35,076)	$ 1,316,664

As of September 30, 2012 and December 31, 2011, we held a total of 39 and 42 securities, respectively, that were in an unrealized loss position.

4. DERIVATIVE FINANCIAL INSTRUMENTS

We operate in foreign countries, which exposes us to market risk associated with foreign currency exchange rate fluctuations between the U.S. dollar and various foreign currencies, the most significant of which is the Euro. In order to manage this risk, we hedge a portion of our foreign currency exposures related to outstanding monetary assets and liabilities as well as forecasted product sales using foreign currency exchange forward and option contracts. In general, the market risk related to these contracts is offset by corresponding gains and losses on the hedged transactions. The credit risk associated with these contracts is driven by changes in interest and currency exchange rates and, as a result, varies over time. We work only with major banks and closely monitor current market conditions, which limits the risk that counterparties to our contracts may be unable to perform. We also limit our risk of loss by entering into contracts that permit net settlement at maturity. Therefore, our overall risk of loss in the event of a counterparty default is limited to the amount of any unrecognized gains on outstanding contracts (i.e., those contracts that have a positive fair value) at the date of default. We do not enter into derivative contracts for trading purposes, nor do we hedge our net investment in any of our foreign subsidiaries.

We hedge our exposure to foreign currency exchange rate fluctuations for certain monetary assets and liabilities of our foreign subsidiaries that are denominated in a non-functional currency. The derivative instruments we use to hedge this exposure are not designated as hedges, and as a result, changes in their fair value are recorded in other income (expense), net on our Condensed Consolidated Statements of Income.

We hedge our exposure to foreign currency exchange rate fluctuations for forecasted product sales that are denominated in a non-functional currency. The derivative instruments we use to hedge this exposure are designated as cash flow hedges and have maturity dates of 18 months or less. Upon executing a hedging contract and quarterly thereafter, we assess prospective hedge effectiveness using a regression analysis which calculates the change in cash flow as a result of the hedge instrument. On a monthly basis, we assess retrospective hedge effectiveness using a dollar offset approach. We exclude time value from our effectiveness testing and recognize changes in the time value of the hedge in other income (expense), net. The effective component of our hedge is recorded as an unrealized gain or loss on the hedging instrument in accumulated other comprehensive income (OCI) within stockholders' equity. When the hedged forecasted transaction occurs, the hedge is de-designated and the unrealized gains or losses are reclassified into product sales. The majority of gains and losses related to the hedged forecasted transactions reported in accumulated OCI at September 30, 2012 will be reclassified to product sales within 12 months.

We had notional amounts on foreign currency exchange contracts outstanding of $3.27 billion and $4.03 billion at September 30, 2012 and December 31, 2011, respectively.

The following table summarizes information about the fair values of derivative instruments on our Condensed Consolidated Balance Sheets (in thousands):

	September 30, 2012			
	Asset Derivatives		Liability Derivatives	
	Classification	Fair Value	Classification	Fair Value
Derivatives designated as hedges:				
Foreign currency exchange contracts	Other current assets	$ 56,602	Other accrued liabilities	$ 25,787
Foreign currency exchange contracts	Other noncurrent assets	608	Other long-term obligations	8,317
Total derivatives designated as hedges		57,210		34,104
Derivatives not designated as hedges:				
Foreign currency exchange contracts	Other current assets	85	Other accrued liabilities	31
Total derivatives not designated as hedges		85		31
Total derivatives		$ 57,295		$ 34,135

	December 31, 2011			
	Asset Derivatives		Liability Derivatives	
	Classification	Fair Value	Classification	Fair Value
Derivatives designated as hedges:				
Foreign currency exchange contracts	Other current assets	$ 77,066	Other accrued liabilities	$ 5,052
Foreign currency exchange contracts	Other noncurrent assets	23,169	Other long-term obligations	620
Total derivatives designated as hedges		100,235		5,672
Derivatives not designated as hedges:				
Foreign currency exchange contracts	Other current assets	240	Other accrued liabilities	38
Total derivatives not designated as hedges		240		38
Total derivatives		$ 100,475		$ 5,710

The following table summarizes the effect of our foreign currency exchange contracts on our Condensed Consolidated Statements of Income (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Derivatives designated as hedges:				
Net gains (losses) recognized in OCI (effective portion)	$(70,855)	$107,871	$ (7,730)	$(66,236)
Net gains (losses) reclassified from accumulated OCI into product sales (effective portion)	$ 39,209	$ (44,072)	$65,494	$(55,088)
Net gains (losses) recognized in other income (expense), net (ineffective portion and amounts excluded from effectiveness testing)	$ (1,688)	$ (7,759)	$ (8,444)	$(10,825)
Derivatives not designated as hedges:				
Net gains (losses) recognized in other income (expense), net	$(31,973)	$ 86,781	$34,445	$(33,409)

There were no material amounts recorded in other income (expense), net, for the three or nine months ended September 30, 2012 and 2011 as a result of the discontinuance of cash flow hedges.

5. ACQUISITION OF PHARMASSET, INC.

On January 17, 2012 , we completed the acquisition of Pharmasset, a publicly-held clinical-stage pharmaceutical company committed to discovering, developing and commercializing novel drugs to treat viral infections. Pharmasset's primary focus was the development of oral therapeutics for the treatment of HCV infection. Pharmasset's lead compound, now known as GS-7977, is a nucleotide analog which, as of January 2012, was being evaluated in Phase 2 and Phase 3 clinical studies for the treatment of HCV infection across genotypes. We believe the acquisition of Pharmasset provides us with an opportunity to complement our existing HCV portfolio and helps advance our effort to develop all-oral regimens for the treatment of HCV.

We acquired all of the outstanding shares of common stock of Pharmasset for $137 per share in cash through a tender offer and subsequent merger under the terms of an agreement and plan of merger entered into in November 2011. The aggregate cash payment to acquire all of the outstanding shares of common stock was $11.1 billion . We financed the transaction with approximately $5.2 billion in cash on hand, $3.7 billion in senior unsecured notes issued in December 2011 and $2.2 billion in bank debt issued in January 2012.

The Pharmasset acquisition was accounted for as a business combination. The results of operations of Pharmasset have been included in our Condensed Consolidated Statement of Income since January 13, 2012, the date on which we acquired approximately 88% of the outstanding shares of common stock of Pharmasset, cash consideration was transferred, and as a result, we obtained effective control of Pharmasset. The acquisition was completed on January 17, 2012 , at which time Pharmasset became a wholly-owned subsidiary of Gilead and was integrated into our operations. As we do not track earnings results by product candidate or therapeutic area, we do not maintain separate earnings results for the acquired Pharmasset business.

The following table summarizes the components of the cash paid to acquire Pharmasset (in thousands):

Total consideration transferred	$	10,858,372
Stock-based compensation expense		193,937
Total cash paid	$	11,052,309

The $11.1 billion cash payment consisted of a $10.38 billion cash payment to the outstanding common stockholders as well as a $668.3 million cash payment to option holders under the Pharmasset stock option plans. The $10.38 billion cash payment to the outstanding common stockholders and $474.3 million of the cash payment to the option holders under the Pharmasset stock option plans were accounted for as consideration transferred. The remaining $193.9 million of cash payment was accounted for as stock-based compensation expense resulting from the accelerated vesting of Pharmasset employee options immediately prior to the acquisition.

The following table summarizes the acquisition date fair values of assets acquired and liabilities assumed, and the consideration transferred (in thousands):

Intangible assets - in-process research and development	$	10,720,000
Cash and cash equivalents		106,737
Other assets acquired (liabilities assumed), net		(43,182)
Total identifiable net assets		10,783,555
Goodwill		74,817
Total consideration transferred	$	10,858,372

In-Process Research and Development (IPR&D)

The estimated fair value of the acquired IPR&D related to GS-7977 was $10.72 billion, which was determined using a probability-weighted income approach that discounts expected future cash flows to present value. The estimated net cash flows were discounted using a discount rate of 12%, which is based on the estimated weighted-average cost of capital for companies with profiles similar to that of Pharmasset. This rate is comparable to the estimated internal rate of return for the acquisition and represents the rate that market participants would use to value the intangible asset. The projected cash flows from GS-7977 were based on key assumptions such as: the time and resources needed to complete its development considering its stage of development on the acquisition date, the probability of obtaining approval from the U.S. Food and Drug Administration (FDA) and other regulatory agencies, estimates of revenues and operating profits, the life of the potential commercialized product and other associated risks related to the viability of and potential alternative treatments in future target markets. Intangible assets related to IPR&D projects are considered to be indefinite-lived assets until the completion or abandonment of the associated research and development (R&D) efforts.

Goodwill

The $74.8 million of goodwill represents the excess of the consideration transferred over the fair values of assets acquired and liabilities assumed and is attributable to the synergies expected from combining our R&D operations with Pharmasset's. None of the goodwill is expected to be deductible for income tax purposes.

Stock-Based Compensation Expense

The stock-based compensation expense recognized for the accelerated vesting of employee options immediately prior to the acquisition was reported in our Condensed Consolidated Statement of Income as follows (in thousands):

		Nine Months Ended September 30, 2012
Research and development expense	$	100,149
Selling, general and administrative expense		93,788
Total stock-based compensation expense	$	193,937

Other Costs

Other costs incurred in connection with the acquisition include (in thousands):

	Nine Months Ended September 30, 2012	Three Months Ended December 31, 2011
Transaction costs (e.g. investment advisory, legal and accounting fees)	$ 10,463	$ 28,461
Bridge financing costs	7,333	23,817
Restructuring costs	14,929	—
Total other costs	$ 32,725	$ 52,278

The following table summarizes these costs by the line item in the Condensed Consolidated Statement of Income in which these costs were recognized (in thousands).

	Nine Months Ended September 30, 2012	Three Months Ended December 31, 2011
Research and development expense	$ 7,710	$ —
Selling, general and administrative expense	17,682	28,461
Interest expense	7,333	23,817
Total other costs	$ 32,725	$ 52,278

Pro Forma Information

The following unaudited pro forma information presents the combined results of operations of Gilead and Pharmasset as if the acquisition of Pharmasset had been completed on January 1, 2011, with adjustments to give effect to pro forma events that are directly attributable to the acquisition. The unaudited pro forma results do not reflect any operating efficiencies or potential cost savings which may result from the consolidation of the operations of Gilead and Pharmasset. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Total revenues	$ 2,426,597	$ 2,121,660	$ 7,114,232	$ 6,185,007
Net income attributable to Gilead	$ 680,483	$ 677,662	$ 1,983,004	$ 1,756,056

The unaudited pro forma consolidated results include non-recurring pro forma adjustments that assume the acquisition occurred on January 1, 2011. Stock-based compensation expenses of $193.9 million incurred during the nine months ended September 30, 2012 were included in the net income attributable to Gilead for the nine months ended September 30, 2011. Other costs of $17.8 million incurred during the nine months ended September 30, 2012 were included in the net income attributable to Gilead for the nine months ended September 30, 2011. Of the $17.8 million, $0.3 million was incurred during the three months ended September 30, 2012. Other costs of $52.3 million incurred during the three months ended December 31, 2011 were included in net income attributable to Gilead for the nine months ended September 30, 2011.

6. INVENTORIES

Inventories are summarized as follows (in thousands):

	September 30, 2012	December 31, 2011
Raw materials	$ 826,651	$ 697,621
Work in process	378,988	466,499
Finished goods	411,730	225,863
Total	$ 1,617,369	$ 1,389,983

As of September 30, 2012 and December 31, 2011, we held $1.18 billion and $995.7 million of efavirenz in inventory, respectively, which was purchased from BMS at BMS's estimated net selling price of efavirenz.

7. INTANGIBLE ASSETS AND GOODWILL

The following table summarizes the carrying amount of our intangible assets and goodwill (in thousands):

	September 30, 2012	December 31, 2011
Indefinite-lived intangible assets	$ 10,986,200	$ 266,200
Finite-lived intangible assets	749,154	796,664
Total intangible assets	11,735,354	1,062,864
Goodwill	1,078,919	1,004,102
Total intangible assets and goodwill	$ 12,814,273	$ 2,066,966

Indefinite-Lived Intangible Assets

In January 2012, we acquired $10.72 billion of purchased IPR&D as part of our acquisition of Pharmasset that we have classified as indefinite-lived intangible assets (See Note 5).

As of December 31, 2011, we had indefinite-lived intangible assets of $266.2 million, which consisted of $117.0 million and $149.2 million of purchased IPR&D from our acquisitions of Arresto and Calistoga, respectively.

Finite-Lived Intangible Assets

The following table summarizes our finite-lived intangible assets (in thousands):

	September 30, 2012		December 31, 2011	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Intangible asset - Ranexa	$ 688,400	$ 124,114	$ 688,400	$ 97,099
Intangible asset - Lexiscan	262,800	89,030	262,800	69,723
Other	24,995	13,897	24,995	12,709
Total	$ 976,195	$ 227,041	$ 976,195	$ 179,531

Amortization expense related to intangible assets was included in cost of goods sold in our Condensed Consolidated Statements of Income and totaled $15.8 million and $47.5 million for the three and nine months ended September 30, 2012, respectively, and $17.4 million and $52.2 million for the three and nine months ended September 30, 2011, respectively.

As of September 30, 2012, the estimated future amortization expense associated with our intangible assets for the remaining three months of 2012 and each of the five succeeding fiscal years are as follows (in thousands):

Fiscal Year	Amount
2012 (remaining three months)	$ 15,836
2013	64,283
2014	66,735
2015	73,261
2016	100,048
2017	132,786
Total	$ 452,949

Goodwill

The following table summarizes the changes in the carrying amount of goodwill (in thousands):

Balance at December 31, 2011	$ 1,004,102
Goodwill resulting from the acquisition of Pharmasset	74,817
Balance at September 30, 2012	$ 1,078,919

8. COLLABORATIVE ARRANGEMENTS

From time to time, as a result of entering into strategic collaborations, we may hold investments in non-public companies. We review our interests in investee companies for consolidation and/or appropriate disclosure based on applicable guidance. For variable interest entities (VIEs), we may be required to consolidate an entity if the contractual terms of the arrangement essentially provide us with control over the entity, even if we do not have a majority voting interest. We assess whether we are the primary beneficiary of a VIE based on our power to direct the activities of the VIE that most significantly impact the VIE's economic performance and our obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. As of September 30, 2012, we determined that certain of our investee companies are VIEs; however, other than with respect to our joint ventures with BMS, we do not control and are not the primary beneficiary with respect to such investees; therefore, we do not consolidate these investees.

Bristol-Myers Squibb Company

North America

In 2004, we entered into a collaboration arrangement with BMS in the United States to develop and commercialize a single tablet regimen containing our Truvada and BMS's Sustiva (efavirenz), which we sell as Atripla. The collaboration is structured as a joint venture and operates as a limited liability company named Bristol-Myers Squibb & Gilead Sciences, LLC, which we consolidate. The ownership interests of the joint venture and thus the sharing of product revenue and costs reflect the respective economic interests of BMS and Gilead and are based on the proportions of the net selling price of Atripla attributable to efavirenz and Truvada. Since the net selling price for Truvada may change over time relative to the net selling price of efavirenz, both BMS's and our respective economic interests in the joint venture may vary annually.

We and BMS share marketing and sales efforts. Since the second quarter of 2011, except for a limited number of activities that will be jointly managed, the parties no longer coordinate detailing and promotional activities in the United States, and the parties have begun to reduce their joint promotional efforts in Canada, as we launch Complera and Stribild. The parties will continue to collaborate on activities such as manufacturing, regulatory, compliance and pharmacovigilance. We are responsible for accounting, financial reporting, tax reporting, manufacturing and product distribution for the joint venture. Both parties provide their respective bulk active pharmaceutical ingredients to the joint venture at their approximate market values. In 2006, we and BMS amended the joint venture's collaboration agreement to allow the joint venture to sell Atripla into Canada. As of September 30, 2012 and December 31, 2011, the joint venture held efavirenz active pharmaceutical ingredient which it purchased from BMS at BMS's estimated net selling price of efavirenz in the U.S. market. These amounts are included in inventories on our Condensed Consolidated Balance Sheets. As of September 30, 2012, total assets held by the joint venture were $1.85 billion and consisted primarily of cash and cash equivalents of $210.3 million, accounts receivable of $228.4 million and inventories of $1.40 billion; total liabilities were $1.46 billion and consisted primarily of accounts payable of $570.9 million and other accrued expenses of $327.2 million. As of December 31, 2011, total assets held by the joint venture were $1.62 billion and consisted primarily of cash and cash equivalents of $156.9 million, accounts receivable of $235.6 million and inventories of $1.19 billion; total liabilities were $1.27 billion and consisted primarily of accounts payable of $561.1 million and other accrued expenses of $232.9 million. These asset and liability amounts do not reflect the impact of intercompany eliminations that are included in our Condensed Consolidated Balance Sheets. Although we consolidate the joint venture, the legal structure of the joint venture limits the recourse that its creditors will have over our general credit or assets.

Europe

In 2007, Gilead Sciences Limited, a wholly-owned subsidiary in Ireland, and BMS entered into a collaboration arrangement to commercialize and distribute Atripla in the European Union, Iceland, Liechtenstein, Norway and Switzerland (collectively, the European Territory). The parties formed a limited liability company, which we consolidate, to manufacture Atripla for distribution in the European Territory using efavirenz that it purchases from BMS at BMS's estimated net selling price of efavirenz in the European Territory. We are responsible for product distribution, inventory management and warehousing. Through our local subsidiaries, we have primary responsibility for order fulfillment, collection of receivables, customer relations and handling of sales returns in all the territories where we and BMS promote Atripla. Revenue and cost sharing is based on the relative ratio of the respective net selling prices of the components of Atripla, Truvada and efavirenz.

Starting in the first quarter of 2012, except for a limited number of activities that will be jointly managed, the parties no longer coordinate detailing and promotional activities in the region. We are also responsible for accounting, financial reporting and tax reporting for the collaboration. As of September 30, 2012 and December 31, 2011, efavirenz purchased from BMS at BMS's estimated net selling price of efavirenz in the European Territory is included in inventories on our Condensed Consolidated Balance Sheets.

The parties also formed a limited liability company to hold the marketing authorization for Atripla in Europe. We have primary responsibility for regulatory activities. In the major market countries, both parties have agreed to continue to use commercially reasonable efforts to independently promote Atripla.

9. LONG-TERM OBLIGATIONS

Financing Arrangements

The following table summarizes the carrying amount of our borrowings under various financing arrangements (in thousands):

Type of Borrowing	Description	Issue Date	Due Date	Interest Rate	Carrying Value as of September 30, 2012	Carrying Value as of December 31, 2011
Convertible Senior	May 2013 Notes	April 2006	May 2013	0.625%	$ 630,838	$ 607,036
Convertible Senior	May 2014 Notes	July 2010	May 2014	1.00%	1,202,938	1,181,525
Convertible Senior	May 2016 Notes	July 2010	May 2016	1.625%	1,151,236	1,132,293
Senior Unsecured	April 2021 Notes	March 2011	April 2021	4.50%	992,709	992,066
Senior Unsecured	December 2014 Notes	December 2011	December 2014	2.40%	749,315	749,078
Senior Unsecured	December 2016 Notes	December 2011	December 2016	3.05%	699,037	698,864
Senior Unsecured	December 2021 Notes	December 2011	December 2021	4.40%	1,247,356	1,247,138
Senior Unsecured	December 2041 Notes	December 2011	December 2041	5.65%	997,791	997,734
Term Loan Facility	Term Loan	January 2012	January 2015	Variable	—	—
Credit Facility	Short-Term Revolver	January 2012	January 2013	Variable	350,000	—
Credit Facility	Five-Year Revolver	January 2012	January 2017	Variable	750,000	—
Total debt, net					$ 8,771,220	$ 7,605,734
Less current portion					1,730,838	—
Total long-term debt, net					$ 7,040,382	$ 7,605,734

Credit Facilities

We were eligible to borrow up to an aggregate of $1.25 billion in revolving credit loans under an amended and restated credit agreement that we entered into in 2007. The credit agreement also included a sub-facility for swing-line loans and letters of credit. As of December 31, 2011, we had $4.0 million in letters of credit outstanding under the credit agreement. In January 2012, we fully repaid the outstanding obligations under this credit agreement and terminated the credit agreement.

During the first quarter of 2012, in conjunction with our acquisition of Pharmasset, we entered into a five-year $1.25 billion revolving credit facility credit agreement (the Five-Year Revolving Credit Agreement), a $750.0 million short-term revolving credit facility credit agreement (the Short-Term Revolving Credit Agreement) and a $1.00 billion term loan facility (the Term Loan Credit Agreement). We borrowed $750.0 million under the Five-Year Revolving Credit Agreement, $400.0 million under the Short-Term Revolving Credit Agreement and $1.00 billion under the Term Loan Credit Agreement, upon the close of the acquisition. During the third quarter of 2012, we fully repaid the remaining $300.0 million of outstanding debt under the Term Loan Credit Agreement. We also repaid $50.0 million of the outstanding debt under the Short-Term Revolving Credit Agreement during the third quarter of 2012.

All three credit agreements contain customary representations, warranties, affirmative, negative and financial maintenance covenants and events of default. The loans bear interest at either (i) the Eurodollar Rate plus the Applicable Margin or (ii) the Base Rate plus the Applicable Margin, each as defined in the applicable credit agreement. We may reduce the commitments and may prepay loans under any of these agreements in whole or in part at any time without premium or penalty. We are required to comply with certain covenants under the credit agreements and notes indentures and as of September 30, 2012, we were in compliance with all such covenants.

The Five-Year Revolving Credit Agreement was inclusive of a $30.0 million swing line loan sub-facility and a $25.0 million letter of credit sub-facility. As of September 30, 2012, we had $6.9 million in letters of credit outstanding under the Five-Year Revolving Credit Agreement. The Five-Year Revolving Credit Agreement will terminate and all unpaid borrowings thereunder shall be due and payable in January 2017. The Short-Term Revolving Credit Agreement will terminate and all unpaid borrowings thereunder shall be due and payable in January 2013; however, at our request, the maturity date may be extended until January 2014.

10. COMMITMENTS AND CONTINGENCIES

Legal Proceedings

In June 2011, we received a subpoena from the United States Attorney's Office for the Northern District of California requesting documents related to the manufacture, and related quality and distribution practices, of Atripla, Emtriva, Hepsera, Letairis, Truvada, Viread and Complera. We have been cooperating and will continue to cooperate with this governmental inquiry. An estimate of a possible loss or range of losses cannot be determined.

We are a party to various legal actions that arose in the ordinary course of our business. We do not believe that any of these legal actions will have a material adverse impact on our consolidated business, financial position or results of operations.

11. STOCK-BASED COMPENSATION EXPENSE

The following table summarizes the stock-based compensation expense included in our Condensed Consolidated Statements of Income (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Cost of goods sold	$ 1,864	$ 2,234	$ 6,084	$ 7,765
Research and development expenses	23,236	18,389	162,214	54,529
Selling, general and administrative expenses	29,364	25,897	177,237	83,821
Stock-based compensation expense included in total costs and expenses	54,464	46,520	345,535	146,115
Income tax effect	(15,022)	(11,299)	(41,253)	(36,365)
Stock-based compensation expense, net of tax	$ 39,442	$ 35,221	$ 304,282	$ 109,750

Total stock-based compensation for the nine months ended September 30, 2012 included $100.1 million and $93.8 million in R&D and SG&A expenses, respectively, related to the acceleration of unvested stock options in connection with the acquisition of Pharmasset, which closed during the first quarter of 2012.

12. STOCKHOLDERS' EQUITY

Stock Repurchase Program

During the three months ended September 30, 2012, we repurchased a total of $205.2 million or 3.5 million shares of common stock under our January 2011, three-year, $5.00 billion stock repurchase program. During the nine months ended September 30, 2012, we repurchased a total of $466.9 million or 8.7 million shares of common stock under our January 2011 stock repurchase program.

13. SEGMENT INFORMATION

We operate in one business segment, which primarily focuses on the development and commercialization of human therapeutics for life threatening diseases. All products are included in one segment, because the majority of our products have similar economic and other characteristics, including the nature of the products and production processes, type of customers, distribution methods and regulatory environment.

Product sales consisted of the following (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Antiviral products:				
Atripla	$ 865,378	$ 794,699	$ 2,656,997	$ 2,361,203
Truvada	804,190	744,727	2,348,386	2,129,139
Viread	214,909	192,887	622,016	546,999
Complera/Eviplera	99,297	19,044	224,386	19,044
Stribild	17,511	—	17,511	—
Hepsera	27,319	35,631	82,807	112,383
Emtriva	7,229	7,667	21,819	20,975
Total antiviral products	2,035,833	1,794,655	5,973,922	5,189,743
Letairis	105,054	78,954	293,976	214,765
Ranexa	95,066	81,983	273,822	236,353
AmBisome	87,448	82,241	255,865	249,372
Other products	34,577	28,026	89,975	78,792
Total product sales	$ 2,357,978	$ 2,065,859	$ 6,887,560	$ 5,969,025

The following table summarizes revenues from each of our customers who individually accounted for 10% or more of our total revenues (as a percentage of total revenues):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Cardinal Health, Inc.	18%	18%	19%	17%
McKesson Corp.	16%	15%	16%	15%
AmerisourceBergen Corp.	11%	13%	11%	13%

14. INCOME TAXES

Our income tax rate of 29.4% and 29.9% for the three and nine months ended September 30, 2012, respectively, differed from the U.S. federal statutory rate of 35% due primarily to tax credits and certain operating earnings from non-U.S subsidiaries that are considered indefinitely invested outside of the United States, partially offset by state taxes, the stock-based compensation expense related to the Pharmasset acquisition and contingent consideration expense related to certain acquisitions for which we received no tax benefit. We do not provide for U.S. income taxes on undistributed earnings of our foreign operations that are intended to be permanently reinvested.

We file federal, state and foreign income tax returns in many jurisdictions in the United States and abroad. For federal income tax purposes, the statute of limitations is open for 2008 and onwards. For certain acquired entities, the statute of limitations is open for all years from inception due to our utilization of their net operating losses and credits carried over from prior years. For California income tax purposes, the statute of limitations is open for 2007 and onwards.

Our income tax returns are audited by federal, state and foreign tax authorities. We are currently under examination by the Internal Revenue Service (IRS) for the 2008 and 2009 tax years and by various state and foreign jurisdictions. There are differing interpretations of tax laws and regulations, and as a result, significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions and allocations of income among various tax jurisdictions. We periodically evaluate our exposures associated with our tax filing positions.

As of September 30, 2012, we believe that it is reasonably possible that our unrecognized tax benefits will not significantly change in the next 12 months as we do not expect to have clarification from the IRS and other tax authorities regarding any of our uncertain tax positions.

We record liabilities related to uncertain tax positions in accordance with the income tax guidance which clarifies the accounting for uncertainty in income taxes recognized in an enterprise's financial statements by prescribing a minimum recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. We do not believe any of our uncertain tax positions will have a material adverse effect on our Condensed Consolidated Financial Statements, although an adverse resolution of one or more of these uncertain tax positions in any period could have a material impact on the results of operations for that period.

15. SUBSEQUENT EVENTS

In July 2012, we entered into a purchase and sale agreement to acquire an office building totaling approximately 294,000 square feet located in Foster City, California, for approximately $180.0 million in cash. We made an initial refundable deposit of $5.0 million into escrow during the third quarter of 2012. The transaction subsequently closed on November 1, 2012, at which time, the remaining balance of $175.0 million was paid into escrow.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This Quarterly Report on Form 10-Q contains forward-looking statements regarding future events and our future results that are subject to the safe harbors created under the Securities Act of 1933, as amended (the Securities Act), and the Securities Exchange Act of 1934, as amended (the Exchange Act). The forward-looking statements are contained principally in this section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Risk Factors." Words such as "expect," "anticipate," "target," "goal," "project," "hope," "intend," "plan," "believe," "seek," "estimate," "continue," "may," "could," "should," "might," variations of such words and similar expressions are intended to identify such forward-looking statements. In addition, any statements other than statements of historical fact are forward-looking statements, including statements regarding overall trends, operating cost and revenue trends, liquidity and capital needs and other statements of expectations, beliefs, future plans and strategies, anticipated events or trends and similar expressions. We have based these forward-looking statements on our current expectations about future events. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Our actual results may differ materially from those suggested by these forward-looking statements for various reasons, including those identified below under "Risk Factors." Given these risks and uncertainties, you are cautioned not to place undue reliance on forward-looking statements. The forward-looking statements included in this report are made only as of the date hereof. Except as required under federal securities laws and the rules and regulations of the Securities and Exchange Commission (SEC), we do not undertake, and specifically decline, any obligation to update any of these statements or to publicly announce the results of any revisions to any forward-looking statements after the distribution of this report, whether as a result of new information, future events, changes in assumptions or otherwise. In evaluating our business, you should carefully consider the risks described in the section entitled "Risk Factors" under Part II, Item 1A below, in addition to the other information in this Quarterly Report on Form 10-Q. Any of the risks contained herein could materially and adversely affect our business, results of operations and financial condition.

You should read the following management's discussion and analysis of our financial condition and results of operations in conjunction with our audited Consolidated Financial Statements and related notes thereto included as part of our Annual Report on Form 10-K for the year ended December 31, 2011 and our unaudited Condensed Consolidated Financial Statements for the three and nine months ended September 30, 2012 and other disclosures (including the disclosures under "Part II. Item 1A. Risk Factors") included in this Quarterly Report on Form 10-Q. Our Condensed Consolidated Financial Statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) and are presented in U.S. dollars.

Management Overview

Gilead Sciences, Inc. (Gilead, we or us) is a research-based biopharmaceutical company that discovers, develops and commercializes innovative medicines in areas of unmet medical need. With each new discovery and experimental drug candidate, we seek to improve the care of patients suffering from life-threatening diseases around the world. Our primary areas of focus include human immunodeficiency virus (HIV)/AIDS, liver diseases such as hepatitis B virus (HBV) and hepatitis C virus (HCV), serious cardiovascular/metabolic and respiratory conditions and various oncologic disease areas. We continue to seek to add to our existing portfolio of products through our internal discovery and clinical development programs and through a product acquisition and in-licensing strategy.

Our product portfolio is comprised of Atripla®, Truvada®, Viread®, Emtriva®, Complera®/Eviplera®, Stribild™, Hepsera®, AmBisome®, Letairis®, Ranexa®, Cayston® and Vistide®. In addition, we also sell and distribute certain products through our corporate partners under royalty-paying collaborative agreements. For example, F. Hoffmann-La Roche Ltd (together with Hoffmann-La Roche Inc., Roche) markets Tamiflu®; GlaxoSmithKline Inc. (GSK) markets Hepsera and Viread in certain territories outside of the United States; GSK also markets Volibris® outside of the United States; Astellas Pharma US, Inc. markets AmBisome in the United States and Canada; Astellas US LLC markets Lexiscan® injection in the United States; Rapidscan Pharma Solutions, Inc. markets Rapiscan® in certain territories outside of the United States; Menarini International Operations Luxembourg SA markets Ranexa in certain territories outside of the United States; and Japan Tobacco Inc. (Japan Tobacco) markets Truvada, Viread and Emtriva in Japan.

Business Highlights

During the third quarter of 2012, our product sales increased 14% over the same quarter in 2011 and we continued to advance our product pipeline across all therapeutic areas. We believe the combination of our existing internal research programs and our recent partnerships and acquisitions will drive research and development efforts and accelerate our product pipeline so that we can continue to bring innovative therapies to individuals who are living with unmet medical needs. During the third quarter of 2012, we made the following announcements:

- The U.S. Food and Drug Administration (FDA) approved once-daily oral Truvada, in combination with safer sex practices, to reduce the risk of sexually acquired HIV-1 infection in adults at high risk for acquiring HIV. Truvada is the first drug to be approved for HIV prevention in uninfected adults, a strategy called pre-exposure prophylaxis (PrEP).

- 24-week data from a Phase 3 clinical trial, SPIRIT (Switching boosted PI to Rilpivirine In Combination with Truvada as a Single Tablet Regimen), which evaluated virologically suppressed treatment-experienced HIV patients switching from a multi-pill regimen containing a ritonavir-boosted protease inhibitor to the once-daily single tablet regimen Complera. The study met its 24-week primary endpoint, which found that switching to Complera was non-inferior to remaining on a ritonavir-boosted protease inhibitor regimen.

- Two-year Phase 3 clinical trial results showing that our integrase inhibitor, elvitegravir, dosed once daily is non-inferior to raltegravir dosed twice daily among treatment-experienced HIV patients.

- Full clinical trial results from a pivotal Phase 3 study evaluating cobicistat, a pharmacoenhancing or "boosting" agent for HIV therapy, compared to ritonavir, currently the only approved agent used to boost certain antiretroviral treatment regimens. The study found that an HIV regimen containing a cobicistat-boosted protease inhibitor was non-inferior to a regimen containing a ritonavir-boosted protease inhibitor at 48 weeks of therapy.

In August 2012, the FDA approved Stribild, a complete once-daily single tablet regimen for the treatment of HIV-1 infection in treatment-naïve adults. Stribild, referred to as “Quad” prior to FDA approval, combines four compounds in one daily tablet: elvitegravir, cobicistat, emtricitabine and tenofovir disoproxil fumarate.

Financial Highlights

During the third quarter of 2012, total revenues grew 14% to $2.43 billion compared to $2.12 billion in the third quarter of 2011. Total product sales were $2.36 billion , an increase of 14% over the same period in 2011. The growth in product sales was due primarily to our antiviral franchise, where sales increased 13% to $2.04 billion compared to the same period last year. Product gross margin increased from 74% in the third quarter of 2011 to 75% in the third quarter of 2012 due primarily to lower royalty expenses, partially offset by changes in our product mix.

Research and development (R&D) expenses were $465.8 million for the third quarter of 2012 and $290.1 million for the same period in 2011, an increase of $175.8 million , or 61% . The increase was due primarily to the continued progression of our clinical studies, particularly in liver disease and oncology.

Selling, general and administrative (SG&A) expenses were $319.6 million for the third quarter of 2012 and $295.9 million for the same period in 2011, an increase of $23.7 million , or 8% . The increase was due primarily to increased expenses to support the ongoing growth of our business and an increase in the U.S. pharmaceutical excise tax, partially offset by lower bad debt expense.

Net income for the third quarter of 2012 was $675.5 million , a 9% decrease from $741.1 million for the same period in 2011 due primarily to our continued investments in R&D and increased interest expense related to the additional debt we issued in connection with our acquisition of Pharmasset, Inc. (Pharmasset). Our diluted earnings per share decreased by 11% to $0.85 in the third quarter of 2012 from $0.95 in the same period in 2011 due primarily to the decrease in net income and an increase in diluted shares outstanding. The higher average stock price for the third quarter of 2012 compared to the same period in 2011 resulted in an increase in the number of diluted weighted average shares outstanding related to our convertible senior notes and related warrants.

Liquidity and Financing Activity

Cash, cash equivalents and marketable securities were $2.65 billion at September 30, 2012 , a decrease of $7.31 billion from December 31, 2011 . The primary uses of cash during the first nine months of 2012 were $11.1 billion for the acquisition of Pharmasset and $1.05 billion for the repayment of bank debt. The primary sources of cash during the first nine months of 2012 were $2.49 billion of operating cash flows and $2.14 billion in net proceeds from the issuance of bank debt in conjunction with our acquisition of Pharmasset.

In the third quarter of 2012, we repurchased a total of $205.2 million or 3.5 million shares of common stock under our January 2011, three-year, $5.00 billion stock repurchase program. As of September 30, 2012 , we had repurchased $869.9 million of our common stock under this program.

Acquisition

On January 17, 2012, we completed the acquisition of Pharmasset, a publicly-held clinical-stage pharmaceutical company committed to discovering, developing and commercializing novel drugs to treat viral infections. Pharmasset's primary focus was the development of oral therapeutics for the treatment of HCV infection. Pharmasset's lead compound, now known as GS-7977, is a nucleotide analog which, as of January 2012, was being evaluated in Phase 2 and Phase 3 clinical studies for the treatment of HCV-infection across genotypes. We believe the acquisition of Pharmasset provides us with an opportunity to complement our existing HCV portfolio and helps advance our effort to develop all-oral regimens for the treatment of HCV.

We acquired all of the outstanding shares of common stock of Pharmasset for $137 per share in cash through a tender offer and subsequent merger under the terms of an agreement and plan of merger entered into in November 2011. The aggregate cash payment to acquire all of the outstanding shares of common stock was $11.1 billion . We financed the transaction with approximately $5.2 billion in cash on hand, $3.7 billion in senior unsecured notes issued in December 2011 and $2.2 billion in bank debt issued in January 2012.

The Pharmasset acquisition was accounted for as a business combination. The results of operations of Pharmasset have been included in our Condensed Consolidated Statement of Income since January 13, 2012, the date on which we acquired approximately 88% of the outstanding shares of common stock of Pharmasset, cash consideration was transferred, and as a result, we obtained effective control of Pharmasset. The acquisition was completed on January 17, 2012 , at which time Pharmasset became a wholly-owned subsidiary of Gilead and was integrated into our operations. As we do not track earnings results by product candidate or therapeutic area, we do not maintain separate earnings results for the acquired Pharmasset business.

The following table summarizes the components of the cash paid to acquire Pharmasset (in thousands):

Total consideration transferred	$	10,858,372
Stock-based compensation expense		193,937
Total cash paid	$	11,052,309

The $11.1 billion cash payment consisted of a $10.38 billion cash payment to the outstanding common stockholders as well as a $668.3 million cash payment to option holders under the Pharmasset stock option plans. The $10.38 billion cash payment to the outstanding common stockholders and $474.3 million of the cash payment to the option holders under the Pharmasset stock option plans were accounted for as consideration transferred. The remaining $193.9 million of cash payment was accounted for as stock-based compensation expense resulting from the accelerated vesting of Pharmasset employee options immediately prior to the acquisition.

The following table summarizes the acquisition date fair values of assets acquired and liabilities assumed, and the consideration transferred (in thousands):

Intangible assets - in-process research and development	$	10,720,000
Cash and cash equivalents		106,737
Other assets acquired (liabilities assumed), net		(43,182)
Total identifiable net assets		10,783,555
Goodwill		74,817
Total consideration transferred	$	10,858,372

In-Process Research and Development (IPR&D)

The estimated fair value of the acquired IPR&D related to GS-7977 was $10.72 billion , which was determined using a probability-weighted income approach, that discounts expected future cash flows to present value. The estimated net cash flows were discounted using a discount rate of 12% , which is based on the estimated weighted-average cost of capital for companies with profiles similar to that of Pharmasset. This rate is comparable to the estimated internal rate of return for the acquisition and represents the rate that market participants would use to value the intangible asset. The projected cash flows from GS-7977 were based on key assumptions such as: the time and resources needed to complete its development considering its stage of development on the acquisition date, the probability of obtaining approval from the FDA and other regulatory agencies, estimates of revenues and operating profits, the life of the potential commercialized product and other associated risks related to the viability of and potential alternative treatments in future target markets. Intangible assets related to IPR&D projects are considered to be indefinite-lived assets until the completion or abandonment of the associated R&D efforts.

Goodwill

The $74.8 million of goodwill represents the excess of the consideration transferred over the fair values of assets acquired and liabilities assumed and is attributable to the synergies expected from combining our R&D operations with Pharmasset's. None of the goodwill is expected to be deductible for income tax purposes.

Stock-Based Compensation Expense

The stock-based compensation expense recognized for the accelerated vesting of employee options immediately prior to the acquisition was reported in our Condensed Consolidated Statement of Income as follows (in thousands):

Research and development expense	$	100,149
Selling, general and administrative expense		93,788
Total stock-based compensation expense	$	193,937

Other Costs

Other costs incurred in connection with the acquisition include (in thousands):

	Nine Months Ended September 30, 2012	Three Months Ended December 31, 2011
Transaction costs (e.g. investment advisory, legal and accounting fees)	$ 10,463	$ 28,461
Bridge financing costs	7,333	23,817
Restructuring costs	14,929	—
Total other costs	$ 32,725	$ 52,278

The following table summarizes these costs by the line item in the Condensed Consolidated Statement of Income in which these costs were recognized (in thousands):

	Nine Months Ended September 30, 2012	Three Months Ended December 31, 2011
Research and development expense	$ 7,710	$ —
Selling, general and administrative expense	17,682	28,461
Interest expense	7,333	23,817
Total other costs	$ 32,725	$ 52,278

Pro Forma Information

The following unaudited pro forma information presents the combined results of operations of Gilead and Pharmasset as if the acquisition of Pharmasset had been completed on January 1, 2011, with adjustments to give effect to pro forma events that are directly attributable to the acquisition. The unaudited pro forma results do not reflect any operating efficiencies or potential cost savings which may result from the consolidation of the operations of Gilead and Pharmasset. Accordingly, these unaudited pro forma results are presented for informational purposes only and are not necessarily indicative of what the actual results of operations of the combined company would have been if the acquisition had occurred at the beginning of the period presented, nor are they indicative of future results of operations (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Total revenues	$ 2,426,597	$ 2,121,660	$ 7,114,232	$ 6,185,007
Net income attributable to Gilead	$ 680,483	$ 677,662	$ 1,983,004	$ 1,756,056

The unaudited pro forma consolidated results include non-recurring pro forma adjustments that assume the acquisition occurred on January 1, 2011. Stock-based compensation expenses of $193.9 million incurred during the nine months ended September 30, 2012 were included in the net income attributable to Gilead for the nine months ended September 30, 2011. Other costs of $17.8 million incurred during the nine months ended September 30, 2012 were included in the net income attributable to Gilead for the nine months ended September 30, 2011. Of the $17.8 million, $0.3 million was incurred during the three months ended September 30, 2012. Other costs of $52.3 million incurred during the three months ended December 31, 2011 were included in net income attributable to Gilead for the nine months ended September 30, 2011.

Critical Accounting Policies, Estimates and Judgments

We have updated our critical accounting policies, estimates and judgments to include the valuation of contingent consideration resulting from a business combination. There have been no other material changes in our critical accounting policies, estimates and judgments during the nine months ended September 30, 2012 compared to the disclosures in Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2011.

Valuation of Contingent Consideration Resulting from a Business Combination

In connection with certain acquisitions, we may be required to pay future consideration that is contingent upon the achievement of specified development, regulatory approval or sales-based milestone events. We record contingent consideration resulting from a business combination at its fair value on the acquisition date. Each quarter thereafter, we revalue these obligations and record increases or decreases in their fair value in R&D expense within our Condensed Consolidated Statement of Income until such time that the related product candidate reaches commercialization.

Increases or decreases in the fair value of the contingent consideration liabilities can result from updates to assumptions such as the expected timing or probability of achieving the specified milestones, changes in projected revenues or changes in discount rates. Significant judgment is employed in determining these assumptions as of the acquisition date and for each subsequent period. Updates to assumptions could have a significant impact on our results of operations in any given period. Actual results may differ from estimates.

Results of Operations

Total Revenues

Total revenues included product sales, royalty revenues and contract and other revenues. Total revenues for the three months ended September 30, 2012 were $2.43 billion, up 14% compared to $2.12 billion for the same period in 2011. For the nine months ended September 30, 2012, total revenues were $7.11 billion, up 15% compared to $6.19 billion for the same period in 2011. Increases in total revenues were driven by growth in product sales. A significant percentage of our product sales is denominated in foreign currencies and we face exposure to adverse movements in foreign currency exchange rates. We use foreign currency exchange forward and option contracts to hedge a percentage of our forecasted international sales, primarily those denominated in Euro. Foreign currency exchange, net of hedges, had an unfavorable impact of $20.5 million on our third quarter 2012 product sales and an unfavorable impact of $69.1 million on our product sales for the nine months ended September 30, 2012 compared to the same periods in 2011.

Product Sales

Total product sales were $2.36 billion for the three months ended September 30, 2012, an increase of 14% over total product sales of $2.07 billion for the same period in 2011. For the nine months ended September 30, 2012, total product sales were $6.89 billion, an increase of 15% over total product sales of $5.97 billion for the same period in 2011. Increases in product sales were driven primarily by our antiviral franchise, resulting from increased sales of Atripla, Truvada and Complera/Eviplera. Following the FDA's approval on August 27, 2012, we launched Stribild in the United States which contributed $17.5 million to total product sales for the third quarter of 2012.

Product sales in the United States increased by 20% and 22% for the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011, primarily driven by strong retail demand and continued sales growth in our antiviral franchise.

Letairis sales contributed $105.1 million and $294.0 million to our three and nine months ended September 30, 2012 product sales, respectively, an increase of 33% and 37% compared to the same periods in 2011. Ranexa sales contributed $95.1 million and $273.8 million to our three and nine months ended September 30, 2012 product sales, respectively, an increase of 16% for both periods compared to the respective periods in 2011.

Product sales in Europe increased by 5% for both the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011, primarily driven by sales growth in our antiviral franchise. Foreign currency exchange, net of hedges, had an unfavorable impact of $22.3 million and $76.9 million on our European product sales in the three and nine months ended September 30, 2012, respectively, compared to the same periods last year.

The following table summarizes the period over period changes in our sales by product (in thousands):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2012	2011	Change	2012	2011	Change
Antiviral products:						
Atripla	$ 865,378	$ 794,699	9 %	$ 2,656,997	$ 2,361,203	13 %
Truvada	804,190	744,727	8 %	2,348,386	2,129,139	10 %
Viread	214,909	192,887	11 %	622,016	546,999	14 %
Complera/Eviplera	99,297	19,044	421%	224,386	19,044	1,078%
Stribild	17,511	—	—	17,511	—	—
Hepsera	27,319	35,631	(23)%	82,807	112,383	(26)%
Emtriva	7,229	7,667	(6)%	21,819	20,975	4 %
Total antiviral products	2,035,833	1,794,655	13 %	5,973,922	5,189,743	15 %
Letairis	105,054	78,954	33 %	293,976	214,765	37 %
Ranexa	95,066	81,983	16 %	273,822	236,353	16 %
AmBisome	87,448	82,241	6 %	255,865	249,372	3 %
Other	34,577	28,026	23 %	89,975	78,792	14 %
Total product sales	$ 2,357,978	$ 2,065,859	14 %	$ 6,887,560	$ 5,969,025	15 %

Antiviral Products

Antiviral product sales increased by 13% and 15% for the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011.

- *Atripla*
  Atripla sales increased by 9% and 13% for the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011, driven primarily by sales growth in the United States, Europe and Latin America. Atripla sales include the efavirenz component which has a gross margin of zero. The efavirenz portion of our Atripla sales was $316.9 million and $976.8 million for the three and nine months ended September 30, 2012, compared to $290.8 million and $863.0 million for the three and nine months ended September 30, 2011, respectively. Atripla sales accounted for 43% and 44% of our total antiviral product sales for the three and nine months ended September 30, 2012, respectively.

- *Truvada*
  Truvada sales increased by 8% and 10% for the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011, driven primarily by sales growth in the United States. Truvada sales accounted for 40% and 39% of our total antiviral product sales for the three and nine months ended September 30, 2012, respectively.

- *Complera/Eviplera*
  Sales of Complera/Eviplera increased to $99.3 million and $224.4 million for the three and nine months ended September 30, 2012, respectively, compared to $19.0 million for both the three and nine months ended September 30, 2011, primarily due to sales growth in the United States. Complera was approved in the United States in August 2011, and Eviplera was approved in the European Union in November 2011.

- *Stribild*
  Sales of Stribild were $17.5 million for the three months ended September 30, 2012. Stribild was approved in the United States in August 2012.

Other Product Sales

Other product sales consist primarily of Letairis, Ranexa and AmBisome. During the three and nine months ended September 30, 2012, sales of Letairis increased by 33% and 37%, respectively, sales of Ranexa increased by 16% for both periods and sales of AmBisome increased by 6% and 3%, respectively. These increases were primarily due to sales growth. AmBisome product sales in the United States and Canada related solely to our sales of AmBisome to Astellas Pharma US, Inc., which were recorded at our manufacturing cost.

Royalty Revenues

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In thousands, except percentages)	**2012**	**2011**	**Change**	**2012**	**2011**	**Change**
Royalty revenues	$ 63,915	$ 51,629	24%	$ 216,126	$ 204,615	6%

Royalty revenues increased 24% and 6% for the three and nine months ended September 30, 2012, respectively, compared to the same periods in 2011, primarily due to increased royalty revenues from GlaxoSmithKline Inc. for Volibris and Japan Tobacco for Truvada.

Cost of Goods Sold and Product Gross Margin

	Three Months Ended September 30,		Nine Months Ended September 30,	
(In thousands, except percentages)	**2012**	**2011**	**2012**	**2011**
Total product sales	$ 2,357,978	$ 2,065,859	$ 6,887,560	$ 5,969,025
Cost of goods sold	$ 597,269	$ 531,989	$ 1,795,545	$ 1,539,963
Product gross margin	75%	74%	74%	74%

Our product gross margin was 75% for the three months ended September 30, 2012, an increase of 1% compared to the same period in 2011, primarily due to lower royalty expenses, partially offset by changes in our product mix. Product gross margin was 74% for the nine months ended September 30, 2012 and 2011.

Research and Development Expenses

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In thousands, except percentages)	**2012**	**2011**	**Change**	**2012**	**2011**	**Change**
Research and development	$ 465,831	$ 290,066	61%	$ 1,320,286	$ 826,915	60%

We manage our R&D expenses by identifying the R&D activities we anticipate will be performed during a given period and then prioritizing efforts based on scientific data, probability of successful development, market potential, available human and capital resources and other similar considerations. We continually review our R&D pipeline and the status of development and, as necessary, reallocate resources among the R&D portfolio that we believe will best support the future growth of our business.

R&D expenses summarized above consist primarily of personnel costs, including salaries, benefits and stock-based compensation, clinical studies performed by contract research organizations, materials and supplies, licenses and fees, milestone payments under collaboration arrangements and overhead allocations consisting of various support and facilities-related costs.

R&D expenses for the three months ended September 30, 2012 increased by $175.8 million, or 61%, compared to the same period in 2011, due primarily to a $86.8 million increase in clinical studies and outside services mainly related to study progression in liver disease and oncology and a $58.8 million increase in the estimated fair value of our contingent consideration liabilities resulting from updates to the assumptions used when estimating the fair value of these obligations due primarily to the advancement in the development of acquired compounds.

R&D expenses for the nine months ended September 30, 2012 increased by $493.4 million, or 60%, compared to the same period in 2011, due primarily to a $219.5 million increase in clinical studies and outside services mainly related to study progression in liver disease and oncology; a $100.1 million stock-based compensation expense resulting from the Pharmasset acquisition in the first quarter of 2012; a $93.6 million increase in personnel expenses due to higher headcount and expenses to support the growth of our business; and a $64.1 million increase in the estimated fair value of our contingent consideration liabilities resulting from updates to the assumptions used when estimating the fair value of these obligations due primarily to the advancement in the development of acquired compounds.

Selling, General and Administrative Expenses

	Three Months Ended September 30,			Nine Months Ended September 30,		
(In thousands, except percentages)	**2012**	**2011**	**Change**	**2012**	**2011**	**Change**
Selling, general and administrative	$ 319,583	$ 295,927	8%	$ 1,095,209	$ 895,764	22%

SG&A expenses relate to sales and marketing, finance, human resources, legal and other administrative activities. Expenses are primarily comprised of facilities and overhead costs; marketing, advertising and legal expenses; and other general and administrative costs.

SG&A expenses for the three months ended September 30, 2012 increased by $23.7 million or 8%, compared to the same period in 2011, due primarily to $18.9 million in increased headcount related and other expenses to support the growth of our business and an $8.3 million increase in the pharmaceutical excise tax, partially offset by a reduction in bad debt expense of $11.1 million.

SG&A expenses for the nine months ended September 30, 2012 increased by $199.4 million or 22%, compared to the same period in 2011, due primarily to stock-based compensation expense of $93.8 million resulting from the Pharmasset acquisition; a $57.3 million increase in headcount related expenses to support the ongoing growth of our business; a $32.5 million increase in the pharmaceutical excise tax; and a $7.2 million increase in acquisition-related transaction costs. These increases were partially offset by a net reduction in bad debt expense of $23.4 million, which included a gain of $29.9 million related to the sale of our accounts receivable balances in Spain in the second quarter of 2012.

Interest Expense

Interest expense for the three and nine months ended September 30, 2012 was $89.3 million and $275.0 million, respectively, and increased by $46.2 million and $144.6 million compared to the same periods in 2011, respectively. The increase for both the three and nine months ended September 30, 2012 was due primarily to the additional debt we issued in connection with our acquisition of Pharmasset, which included $3.70 billion in senior unsecured notes issued in December 2011 and $2.15 billion in bank debt issued in January 2012. This increase was partially offset by a decrease of $12.8 million in interest expense for the nine months ended September 30, 2012 related to the maturity of our convertible senior notes due in May 2011 (May 2011 Notes).

Other Income (Expense), Net

Other income (expense), net, for the three and nine months ended September 30, 2012 was a net expense of $3.5 million and $38.7 million, compared to net income of $14.4 million and $40.2 million for the three and nine months ended September 30, 2011. The change for the three and nine months ended September 30, 2012 was due primarily to a decrease in interest income of $12.4 million and $39.8 million, respectively, resulting from a lower cash balance after we funded the Pharmasset acquisition and a lower average yield during the period. For the nine months ended September 30, 2012, the change in other income (expense), net, also included a $40.1 million loss on Greek bonds related to Greece's restructuring of its sovereign debt in the first quarter of 2012.

Provision for Income Taxes

Our provision for income taxes was $280.1 million and $774.9 million for the three and nine months ended September 30, 2012, respectively, compared to $237.4 million and $704.9 million for the same periods in 2011, respectively. Our effective tax rate was 29.4% and 29.9% for the three and nine months ended September 30, 2012, respectively, compared to our effective tax rate of 24.4% and 24.9% for the same periods in 2011, respectively. The effective tax rates for the three and nine months ended September 30, 2012 were higher than the effective tax rates for the same periods in 2011 as a result of the expiration of the federal research tax credit as of December 31, 2011, lower earnings from non-U.S. subsidiaries that are considered indefinitely invested outside the United States as a percentage of total earnings, the stock-based compensation expense related to the Pharmasset acquisition and contingent consideration expense related to certain acquisitions for which we receive no tax benefit.

The effective tax rates for the three and nine months ended September 30, 2012 differed from the U.S. federal statutory rate of 35% due primarily to tax credits and certain operating earnings from non-U.S. subsidiaries that are considered indefinitely invested outside the United States, partially offset by state taxes, the stock-based compensation expense related to the Pharmasset acquisition and contingent consideration expense related to certain acquisitions for which we receive no tax benefit. We do not provide for U.S. income taxes on undistributed earnings of our foreign operations that are intended to be permanently reinvested.

Liquidity and Capital Resources

We believe that our existing capital resources, supplemented by our cash flows generated from operating activities, will be adequate to satisfy our capital needs for the foreseeable future. Our cash, cash equivalents and marketable securities decreased significantly in the first quarter of 2012 as we completed our acquisition of Pharmasset in January 2012. The following table summarizes our cash, cash equivalents and marketable securities, our working capital and our cash flow activities as of the end of, and for each of, the periods presented (in thousands):

	September 30, 2012	December 31, 2011
Cash, cash equivalents and marketable securities	$ 2,651,088	$ 9,963,972
Working capital	$ 1,078,231	$ 11,403,995

	Nine Months Ended September 30,	
	2012	2011
Cash provided by (used in):		
Operating activities	$ 2,488,988	$ 2,660,903
Investing activities	$ (11,896,124)	$ (850,491)
Financing activities	$ 1,073,197	$ (1,763,051)

Cash, Cash Equivalents and Marketable Securities

Cash, cash equivalents and marketable securities totaled $2.65 billion at September 30, 2012 , a decrease of $7.31 billion or 73% from $9.96 billion as of December 31, 2011 due primarily to our acquisition of Pharmasset for $11.1 billion in January 2012. Also in January 2012, we raised an additional $2.15 billion from the issuance of bank debt, of which, we repaid $1.05 billion during the nine months ended September 30, 2012 . The decrease in cash, cash equivalents and marketable securities was partially offset by $2.49 billion in cash flows from operations during the nine months ended September 30, 2012 .

Of the total cash, cash equivalents and marketable securities at September 30, 2012 , approximately $1.91 billion was generated from operations in foreign jurisdictions and is intended for use in our foreign operations. We do not rely on unrepatriated earnings as a source of funds for our domestic business as we expect to have sufficient cash flow and borrowing capacity in the United States to fund our domestic operational and strategic needs.

Working Capital

Working capital was $1.08 billion at September 30, 2012 . The decrease of $10.33 billion from December 31, 2011 was primarily attributable to a decrease of $11.1 billion in cash used in the Pharmasset acquisition and an increase in short-term debt of $1.73 billion related to the current portion of the bank debt issued to finance the Pharmasset acquisition and the current portion of our convertible senior notes due May 2013.

Cash Provided by Operating Activities

Cash provided by operating activities of $2.49 billion for the nine months ended September 30, 2012 primarily related to net income of $1.81 billion , adjusted for non-cash items such as $302.4 million of net cash inflow related to changes in operating assets and liabilities, $204.6 million of depreciation and amortization expenses and $151.6 million of non-cash stock-based compensation expenses. Cash provided by operations included the impact of $349.7 million in proceeds from the sale of accounts receivable balances in Spain in June 2012 and $193.9 million stock-based compensation expense related to the Pharmasset acquisition.

Cash provided by operating activities of $2.66 billion for the nine months ended September 30, 2011 primarily related to net income of $2.13 billion , adjusted for non-cash items such as $228.8 million of depreciation and amortization expenses, $145.8 million of non-cash stock-based compensation expenses, $43.4 million of deferred income taxes and $72.1 million of net cash inflow related to changes in operating assets and liabilities, partially offset by $30.3 million of excess tax benefits from stock option exercises.

Cash Used in Investing Activities

Cash used in investing activities for the nine months ended September 30, 2012 was $11.90 billion , consisting primarily of $10.75 billion used in our acquisition of Pharmasset, net of the stock-based compensation expense and cash acquired, and a use of $992.3 million in net purchases of marketable securities.

Cash used in investing activities for the nine months ended September 30, 2011 was $850.5 million , consisting of $588.6 million used in our acquisitions of Arresto Biosciences, Inc. and Calistoga Pharmaceuticals, Inc., a net use of $156.1 million in purchases of marketable securities and $105.8 million of capital expenditures.

Cash Provided by (Used in) Financing Activities

Cash provided by financing activities for the nine months ended September 30, 2012 was $1.07 billion , driven primarily by net proceeds of $2.14 billion from the issuance of bank debt in conjunction with the Pharmasset acquisition and proceeds of $350.3 million from issuances of common stock under our employee stock plans. The cash proceeds were partially offset by the $1.05 billion used to repay bank debt during the period and $467.0 million used to repurchase common stock under our stock repurchase program, including commissions.

Cash used in financing activities for the nine months ended September 30, 2011 was $1.76 billion , driven primarily by the $2.16 billion used to repurchase our common stock under our stock repurchase program, including commissions, and $650.0 million used to repay our May 2011 Notes, partially offset by the $987.4 million of net proceeds from the issuance of our senior unsecured notes due in April 2021.

As of September 30, 2012 , the remaining authorized amount of stock repurchases that may be made under our January 2011, three-year, $5.00 billion stock repurchase program was $4.13 billion .

Subsequent Event

In July 2012, we entered into a purchase and sale agreement to acquire an office building totaling approximately 294,000 square feet located in Foster City, California, for approximately $180.0 million in cash. We made an initial refundable deposit of $5.0 million into escrow during the third quarter of 2012. The transaction subsequently closed on November 1, 2012, at which time, the remaining balance of $175.0 million was paid into escrow.

Long-Term Debt

The following table summarizes the carrying amount of our borrowings under various financing arrangements (in thousands):

Type of Borrowing	Description	Issue Date	Due Date	Interest Rate	Carrying Value as of September 30, 2012	Carrying Value as of December 31, 2011
Convertible Senior	May 2013 Notes	April 2006	May 2013	0.625%	$ 630,838	$ 607,036
Convertible Senior	May 2014 Notes	July 2010	May 2014	1.00%	1,202,938	1,181,525
Convertible Senior	May 2016 Notes	July 2010	May 2016	1.625%	1,151,236	1,132,293
Senior Unsecured	April 2021 Notes	March 2011	April 2021	4.50%	992,709	992,066
Senior Unsecured	December 2014 Notes	December 2011	December 2014	2.40%	749,315	749,078
Senior Unsecured	December 2016 Notes	December 2011	December 2016	3.05%	699,037	698,864
Senior Unsecured	December 2021 Notes	December 2011	December 2021	4.40%	1,247,356	1,247,138
Senior Unsecured	December 2041 Notes	December 2011	December 2041	5.65%	997,791	997,734
Term Loan Facility	Term Loan	January 2012	January 2015	Variable	—	—
Credit Facility	Short-Term Revolver	January 2012	January 2013	Variable	350,000	—
Credit Facility	Five-Year Revolver	January 2012	January 2017	Variable	750,000	—
Total debt, net					$ 8,771,220	$ 7,605,734
Less current portion					1,730,838	—
Total long-term debt, net					$ 7,040,382	$ 7,605,734

We were eligible to borrow up to an aggregate of $1.25 billion in revolving credit loans under an amended and restated credit agreement that we entered into in 2007. The credit agreement also included a sub-facility for swing-line loans and letters of credit. As of December 31, 2011, we had $4.0 million in letters of credit outstanding under the credit agreement. In January 2012, we fully repaid the outstanding obligations under this credit agreement and terminated the credit agreement.

During the first quarter of 2012, in conjunction with our acquisition of Pharmasset, we entered into a five-year $1.25 billion revolving credit facility credit agreement (the Five-Year Revolving Credit Agreement), a $750.0 million short-term revolving credit facility credit agreement (the Short-Term Revolving Credit Agreement) and a $1.00 billion term loan facility (the Term Loan Credit Agreement). We borrowed $750.0 million under the Five-Year Revolving Credit Agreement, $400.0 million under the Short-Term Revolving Credit Agreement and $1.00 billion under the Term Loan Credit Agreement, upon the close of the acquisition. In September 2012, we fully repaid the remaining $300.0 million of outstanding debt under the Term Loan Credit Agreement. We also repaid $50.0 million of the outstanding debt under the Short-Term Revolving Credit Agreement during the third quarter of 2012.

All three credit agreements contain customary representations, warranties, affirmative, negative and financial maintenance covenants and events of default. The loans bear interest at either (i) the Eurodollar Rate plus the Applicable Margin or (ii) the Base Rate plus the Applicable Margin, each as defined in the applicable credit agreement. We may reduce the commitments and may prepay loans under any of these agreements in whole or in part at any time without premium or penalty. We are required to comply with certain covenants under the credit agreements and notes indentures as of September 30, 2012, we were in compliance with all such covenants.

The Five-Year Revolving Credit Agreement was inclusive of a $30.0 million swing line loan sub-facility and a $25.0 million letter of credit sub-facility. As of September 30, 2012, we had $6.9 million in letters of credit outstanding under the Five-Year Revolving Credit Agreement. The Five-Year Revolving Credit Agreement will terminate and all unpaid borrowings thereunder shall be due and payable in January 2017. The Short-Term Revolving Credit Agreement will terminate and all unpaid borrowings thereunder shall be due and payable in January 2013; however, at our request, the maturity date may be extended until January 2014.

Off Balance Sheet Arrangements

We do not have any off balance sheet arrangements.

Recent Accounting Pronouncements

In July 2012, the Financial Accounting Standards Board (FASB) issued new accounting guidance intended to simplify the testing of indefinite-lived intangible assets for impairment. Entities will be allowed the option to first perform a qualitative assessment on impairment for indefinite-lived intangible assets to determine whether a quantitative assessment is necessary. This guidance is effective for impairment tests performed in the interim and annual periods for fiscal years beginning after September 15, 2012. Early adoption is permitted. The adoption of this guidance is not expected to have a material impact on our Consolidated Financial Statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There have been no material changes in our market risk during the nine months ended September 30, 2012 compared to the disclosures in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2011.

During the first quarter of 2012, we entered into credit agreements in connection with our acquisition of Pharmasset, that are subject to variable interest rates that create an exposure to interest rate risk similar to that disclosed in our Annual Report on Form 10-K for the year ended December 31, 2011.

Also during the first quarter of 2012, the Greek government restructured its sovereign debt which impacted all holders of Greek bonds. As a result, we recorded a $40.1 million loss related to the debt restructuring as part of other income (expense), net on our Condensed Consolidated Statement of Income and exchanged the Greek government-issued bonds for new securities, which we liquidated during the first quarter of 2012.

During the second quarter of 2012, we received payment on $460.6 million in past due accounts receivable from customers based in Spain. Included in this amount were proceeds from a one-time factoring arrangement, where we sold Spanish receivables with a carrying value of $319.8 million, net of the allowance for doubtful accounts. We received proceeds of $349.7 million and recorded a gain of $29.9 million, resulting primarily from the reversal of the related allowance for doubtful accounts. This gain was recorded as an offset to selling, general and administrative (SG&A) expenses in our Condensed Consolidated Statement of Income. Subsequent to this transaction, we have had no continuing involvement with the transferred receivables, which were derecognized at the time of the sale.

As of September 30, 2012, our accounts receivable in Southern Europe, specifically Greece, Italy, Portugal and Spain, totaled approximately $826.8 million, of which $314.9 million were greater than 120 days past due and $84.8 million were greater than 365 days past due. To date, we have not experienced significant losses with respect to the collection of our accounts receivable. We believe that our allowance for doubtful accounts was adequate at September 30, 2012.

Within Greece and Italy, the number of days our receivables are outstanding has continued to increase. To date, we have not experienced significant losses with respect to the collection of our accounts receivable. However, we will continue to monitor the European economic environment for any collectability issues related to our outstanding receivables.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

An evaluation as of September 30, 2012 was carried out under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our “disclosure controls and procedures,” which are defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the Exchange Act), as controls and other procedures of a company that are designed to ensure that the information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated and communicated to the company’s management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at September 30, 2012.

Changes in Internal Control over Financial Reporting

Our management, including our Chief Executive Officer and Chief Financial Officer, has evaluated any changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2012, and has concluded that there was no change during such quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues, if any, within a company have been detected. Accordingly, our disclosure controls and procedures are designed to provide reasonable, not absolute, assurance that the objectives of our disclosure control system are met and, as set forth above, our Chief Executive Officer and Chief Financial Officer have concluded, based on their evaluation as of the end of the period covered by this report, that our disclosure controls and procedures were effective to provide reasonable assurance that the objectives of our disclosure control system were met.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

Litigation with Generic Manufacturers

In November 2008, we received notice that Teva Pharmaceuticals (Teva) submitted an abbreviated new drug application (ANDA) to the U.S. Food and Drug Administration (FDA) requesting permission to manufacture and market a generic version of Truvada. In the notice, Teva alleges that two of the patents associated with emtricitabine, owned by Emory University and licensed exclusively to us, are invalid, unenforceable and/or will not be infringed by Teva's manufacture, use or sale of a generic fixed-dose combination of emtricitabine and tenofovir disoproxil fumarate. In December 2008, we filed a lawsuit in U.S. District Court in New York against Teva for infringement of the two emtricitabine patents. In March 2009, we received notice that Teva submitted an ANDA to the FDA requesting permission to manufacture and market a generic fixed-dose combination of emtricitabine, tenofovir disoproxil fumarate and efavirenz. In the notice, Teva challenged the same two emtricitabine patents. In May 2009, we filed another lawsuit in U.S. District Court in New York against Teva for infringement of the two emtricitabine patents, and this lawsuit was consolidated with the lawsuit filed in December 2008. In January 2010, we received notice that Teva submitted an ANDA to the FDA requesting permission to manufacture and market a generic version of Viread. In the notice, Teva challenged four of the tenofovir disoproxil fumarate patents protecting Viread. In January 2010, we also received notices from Teva amending its ANDAs related to generic versions of our Atripla and Truvada products. In the notice related to Teva's ANDA for a generic version of Atripla, Teva challenged four patents related to tenofovir disoproxil fumarate, two additional patents related to emtricitabine and two patents related to efavirenz. In the notice related to Teva's ANDA for a generic version of Truvada, Teva challenged four patents related to tenofovir disoproxil fumarate and two additional patents related to emtricitabine. In March 2010, we filed lawsuits against Teva for infringement of the four Viread patents and two additional emtricitabine patents. In March 2010, Bristol-Myers Squibb Company and Merck & Co., Inc. filed a lawsuit against Teva for infringement of the patents related to efavirenz. Because we filed our lawsuits within the requisite 45 day period provided in the Hatch Waxman Act, there were stays preventing FDA approval of Teva's ANDAs for 30 months or until a district court decision adverse to the patents. The 30-month stay for all three Teva ANDAs expired in July 2012. However, as a result of the court's scheduling orders, Teva is prohibited from launching at risk upon expiration of that 30-month stay. The court scheduled trial to begin in February 2013 for four patents that protect tenofovir disoproxil fumarate in our Viread, Truvada and Atripla products. A trial date has not yet been set for the emtricitabine patents but we anticipate that trial will occur in the third quarter of 2013.

In June 2010, we received notice that Lupin Limited (Lupin) submitted an ANDA to the FDA requesting permission to manufacture and market a generic version of sustained release ranolazine. In the notice, Lupin alleges that ten of the patents associated with Ranexa are invalid, unenforceable and/or will not be infringed by Lupin's manufacture, use or sale of a generic version of Ranexa. In July 2010, we filed a lawsuit against Lupin in U.S. District Court in New Jersey for infringement of our patents for Ranexa. The FDA cannot approve Lupin's ANDA until we receive a district court decision or upon the expiration of the court's automatic stay in July 2013. The court has scheduled the trial for April 2013.

In August 2010, we received notice that Sigmapharm Labs (Sigmapharm) submitted an ANDA to the FDA requesting permission to manufacture and market a generic adefovir dipivoxil. In the notice, Sigmapharm alleges that both of the patents associated with Hepsera are invalid, unenforceable and/or will not be infringed by Sigmapharm's manufacture, use or sale of a generic version of Hepsera. In September 2010, we filed a lawsuit against Sigmapharm in U.S. District Court in New Jersey for infringement of our patents. The FDA cannot approve Sigmapharm's ANDA until we receive a district court decision or upon the expiration of the court's automatic stay in February 2013. The court has not yet set a trial date in this case but we anticipate that trial will occur in the first half of 2013. Upon expiry of the 30-month stay in February 2013, if Sigmapharm obtains final FDA approval of its product from the FDA, it may elect to launch its generic product “at risk” of infringing our patents prior to the decision of the court.

One of the patents challenged by Sigmapharm has also been challenged by Ranbaxy, Inc. (Ranbaxy) pursuant to a notice received in October 2010. The patent challenged by Ranbaxy expires in July 2018. We have the option of filing a lawsuit at any time if we believe that Ranbaxy is infringing our patent.

In February 2011, we received notice that Natco Pharma Ltd. (Natco) submitted an ANDA to the FDA requesting permission to manufacture and market a generic oseltamivir phosphate. In the notice, Natco alleges that one of the patents associated with Tamiflu is invalid, unenforceable and/or will not be infringed by Natco's manufacture, use or sale of a generic version of Tamiflu. In March 2011, we and F. Hoffmann-La Roche Ltd. filed a lawsuit against Natco in U.S. District Court in New Jersey for infringement of one of the patents associated with Tamiflu.

In November 2011, we received notice that Teva submitted an Abbreviated New Drug Submission (ANDS) to the Canadian Ministry of Health requesting permission to manufacture and market a generic fixed-dose combination of emtricitabine and tenofovir disoproxil fumarate. In the notice, Teva alleges that three of the patents associated with Truvada are invalid, unenforceable and/or will not be infringed by Teva's manufacture, use or sale of a generic version of Truvada. In January 2012, we filed a lawsuit against Teva in Canadian Federal Court seeking an order of prohibition against approval of this ANDS.

In December 2011, we received notice that Teva submitted an ANDS to the Canadian Ministry of Health requesting permission to manufacture and market a generic fixed-dose combination of emtricitabine, tenofovir disoproxil fumarate and efavirenz. In the notice, Teva alleges that three of our patents associated with the efavirenz component of Atripla and two of Merck's patents associated with Atripla are invalid, unenforceable and/or will not be infringed by Teva's manufacture, use or sale of a generic fixed-dose combination of emtricitabine, tenofovir disoproxil fumarate and efavirenz.

In February 2012, we filed a lawsuit against Teva in Canadian Federal Court seeking an order of prohibition against approval of this ANDS.

In July 2012, we received notice that Lupin submitted an ANDA to the FDA requesting permission to manufacture and market a generic version of Truvada. In the notice, Lupin alleges that four patents associated with emtricitabine and four patents associated with tenofovir disoproxil fumarate are invalid, unenforceable and/or will not be infringed by Lupin's manufacture, use or sale of a generic version of a fixed dose combination of emtricitabine and tenofovir disoproxil fumarate. In August 2012, we filed a lawsuit against Lupin in U.S. District Court in New York for infringement of our patents.

In July 2012, we received notice that Cipla Ltd. submitted an ANDA to the FDA requesting permission to manufacture and market a generic version of Emtriva. In the notice, Cipla alleges that two patents associated with emtricitabine are invalid, unenforceable and/or will not be infringed by Cipla's manufacture, use or sale of a generic version of emtricitabine. We are currently reviewing the notice letter. In August 2012, we filed a lawsuit against Cipla in U.S. District Court in New York for infringement of our patents.

In August 2012, we received notice that Teva submitted an ANDS to the Canadian Ministry of Health requesting permission to manufacture and market a generic version of tenofovir disoproxil fumarate. In the notice, Teva alleges that two patents associated with Viread are invalid, unenforceable and/or will not be infringed by Teva's manufacture, use or sale of a generic version of Viread. In September 2012, we filed a lawsuit against Teva in Canadian Federal Court seeking an order of prohibition against approval of this ANDS.

In October 2012, we received notice that Lupin submitted an ANDA to the FDA requesting permission to manufacture and market a generic version of Viread. In the notice, Lupin alleges that four patents associated tenofovir disoproxil fumarate are invalid, unenforceable and/or will not be infringed by Lupin's manufacture, use or sale of a generic version of tenofovir disoproxil fumarate. In October 2012, we filed a lawsuit against Lupin in U.S. District Court in New York for infringement of our patents.

We cannot predict the ultimate outcome of these actions, and we may spend significant resources enforcing and defending these patents. If we are unsuccessful in these lawsuits, some or all of our original claims in the patents may be narrowed or invalidated and the patent protection for Atripla, Truvada, Viread, Hepsera, Ranexa and Tamiflu in the United States and Atripla, Truvada and Viread in Canada could be substantially shortened. Further, if all of the patents covering those products are invalidated, the FDA or Canadian Ministry of Health could approve the requests to manufacture a generic version of such products in the United States or Canada, respectively, prior to the expiration date of those patents.

Department of Justice Investigation

In June 2011, we received a subpoena from the United States Attorney's Office for the Northern District of California requesting documents related to the manufacture, and related quality and distribution practices, of Atripla, Emtriva, Hepsera, Letairis, Truvada, Viread and Complera. We have been cooperating and will continue to cooperate with this governmental inquiry.

Interference Proceedings and Litigation with Idenix Pharmaceuticals, Inc.

In February 2012, we received notice that the United States Patent and Trademark Office (PTO) had declared an Interference between our U.S. Patent No. 7,429,572 and Idenix Pharmaceuticals, Inc.'s (Idenix) pending patent application no. 12/131868. An Interference is an administrative proceeding before the PTO designed to determine who was the first to invent the subject matter being claimed by both parties. Our patent covers metabolites of GS-7977 and RG7128. Idenix is attempting to claim a class of compounds, including these metabolites, in their pending patent application. In the course of this proceeding,

both parties will be called upon to submit evidence of the date they conceived of their respective inventions. The Interference will determine who was first to invent these compounds and therefore who is entitled to the patent claiming these compounds. If the administrative law judge determines Idenix is entitled to these patent claims and it is determined that we have infringed those claims, we may be required to obtain a license from, and pay royalties to, Idenix to commercialize GS-7977 and RG7128. Any determination by the PTO can be challenged by either party in U.S. Federal Court.

In June 2012, we met with Idenix in mandatory settlement discussions. The parties were unable to settle the Interference due to our widely divergent views on the strength of our respective positions, on whether we need a license to Idenix's patents and on whether Idenix needs a license to Gilead patents to develop and manufacture its pipeline products. We believe the Idenix patent involved in the Interference and similar U.S. and foreign patents claiming the same compounds and metabolites are invalid. As a result, we filed an Impeachment Action in Canadian Federal Court to invalidate the Idenix CA2490191 patent, which is the Canadian patent that corresponds to the Idenix U.S. Patent No. 7608600 and the Idenix patent application that is the subject of the Interference. We also filed a similar legal action in the Federal Court of Norway seeking to invalidate the corresponding Norwegian patent. We expect to bring similar action in other countries in 2012 or early 2013. Idenix has not been awarded patents on these compounds and metabolites in other European countries, Japan, and China. In the event such patents issue, we expect to challenge them in proceedings similar to those we invoked in Canada and Norway.

Contract Arbitration

In March 2012, Jeremy Clark, a former employee of Pharmasset, Inc. (Pharmasset), which we acquired in January 2012, and inventor of U.S. Patent No. 7,429,572, filed a demand for arbitration in his lawsuit against Pharmasset and Dr. Raymond Schinazi. Mr. Clark initially filed the lawsuit against Pharmasset and Dr. Schinazi in Alabama District Court in February 2008 seeking to void the assignment provision in his employment agreement and assert ownership of U.S. Patent No. 7,429,572, which claims metabolites of GS-7977 and RG7128. In December 2008, the court ordered a stay of the litigation pending the outcome of an arbitration proceeding required by Mr. Clark's employment agreement. Instead of proceeding with arbitration, Mr. Clark filed two additional lawsuits in September 2009 and June 2010, both of which were subsequently dismissed by the court. In September 2010, Mr. Clark filed a motion seeking reconsideration of the court's December 2008 order which was denied by the court. In December 2011, Mr. Clark filed a motion to appoint a special prosecutor. In February 2012, the Alabama Court issued an order requiring Mr. Clark to enter arbitration or risk dismissal of his case. Mr. Clark filed a demand for arbitration in March 2012. We cannot predict the outcome of the arbitration. If Mr. Clark's prior assignment of this patent to Pharmasset is voided by the arbitration panel, and he is ultimately found to be the owner of the 7,429,572 patent and it is determined that we have infringed the patent, we may be required to obtain a license from and pay royalties to Mr. Clark to commercialize GS-7977 and RG7128.

Other Matters

We are a party to various legal actions that arose in the ordinary course of our business. We do not believe that any of such legal actions will have a material adverse impact on our consolidated business, financial position or results of operations.

ITEM 1A. RISK FACTORS

In evaluating our business, you should carefully consider the following risks in addition to the other information in this Quarterly Report on Form 10-Q. A manifestation of any of the following risks could materially and adversely affect our business, results of operations and financial condition. We note these factors for investors as permitted by the Private Securities Litigation Reform Act of 1995. It is not possible to predict or identify all such factors and, therefore, you should not consider the following risks to be a complete statement of all the potential risks or uncertainties that we face.

The public announcement of data from clinical studies evaluating GS-7977 and GS-5885 in HCV-infected patients is likely to cause significant volatility in our stock price. If the development of GS-7977 alone or in combination with GS-5885 is delayed or discontinued, our stock price could decline significantly.

During the fourth quarter of 2012 and 2013, we expect to receive a significant amount of data from clinical trials evaluating GS-7977, an investigational nucleotide analog we acquired through our purchase of Pharmasset Inc. (Pharmasset), alone or in combination with other direct acting antivirals in HCV-infected individuals across genotypes. In February 2012, we announced that the majority of HCV genotype 1 patients with a prior "null" response to an interferon-containing regimen enrolled in an arm of our ongoing ELECTRON study experienced viral relapse within four weeks of completing 12 weeks of treatment with GS-7977 plus ribavirin. In April 2012, we announced data from our ELECTRON and QUANTUM studies. These studies found that 88 and 53 percent of genotype 1 patients and treatment-naïve patients, respectively, taking a 12-week all-oral regimen of GS-7977 and ribavirin achieved a sustained viral response four weeks (SVR-4) after the completion of a 12-week course of therapy. In July 2012, we announced data from two Phase 2 studies evaluating a 24-week course of therapy with GS-7977 and ribavirin in treatment-naïve genotype 1 patients. In the QUANTUM study, 53 percent of the patients achieved SVR-4 after the completion of a 24-week course of therapy. The second study was conducted by the National Institute of Allergy and Infectious Diseases in a cohort of predominantly African American patients, a population which has historically been more difficult to treat for HCV. One hundred percent of the patients in this cohort who completed a 24-week course of therapy achieved SVR-4 after completion of therapy. These data indicate that the treatment of genotype 1 patients with GS-7977 plus ribavirin for 12 or 24 weeks is sufficient to cure the majority, but not all genotype 1 patients, of their disease.

In April 2012, we also announced data from our ATOMIC study, which found that 90 percent of genotype 1 HCV patients achieved a sustained viral response 12 weeks after a 12-week course of therapy with GS-7977 plus ribavirin and interferon. Also in April 2012, Bristol-Myers Squibb Company (BMS) announced data from its Phase 2 study evaluating GS-7977 in combination with daclatasvir, an investigational NS5A inhibitor, with and without ribavirin in genotype 1 and genotype 2 and 3 treatment-naïve HCV infected patients. The data showed that 100% of genotype 1 and 91% of genotype 2 and 3 patients achieved SVR-4 after the completion of a 24-week course of this treatment regimen.

Based on the data described above, we have worked with the U.S. Food and Drug Administration (FDA) and European regulators to agree upon a Phase 3 program for GS-7977 and our investigational NS5A inhibitor, GS-5885. Our new drug application (NDA) for GS-7977 will be supported by four Phase 3 studies named Fission, Positron, Fusion and Neutrino. Fission is the first study in 500 genotype 2 and 3 naïve patients comparing 12 weeks of treatment with GS-7977 and ribavirin to the current standard of care of 24 weeks of treatment with interferon and ribavirin. The second study, Positron, is also comparing 12 weeks of treatment with GS-7977 and ribavirin in 240 genotype 2 and 3 interferon intolerant/ineligible patients to placebo. The Fusion study will include 200 genotype 2 and 3 treatment experienced patients exploring 12 or 16 weeks duration of treatment with GS-7977 and ribavirin. Neutrino, the fourth Phase 3 study, is a single arm study evaluating a 12 week course of GS-7977, interferon and ribavirin in 300 genotype 1, 4, 5 and 6 infected-patients. All four studies are fully enrolled, and all patients have started therapy. Assuming data from the studies are positive, we anticipate being able to file for regulatory approvals for GS-7977 in the second quarter of 2013. If successful, we expect the initial indication to be for 12 weeks of treatment with GS-7977 and ribavirin in genotype 2 and 3 patients and for 12 weeks of treatment with GS-7977, interferon and ribavirin in genotype 1, 4, 5 and 6 patients.

In parallel, we are also advancing GS-7977 in combination with GS-5885 for the treatment of genotype 1 patients. We have developed two formulations of GS-7977 and GS-5885 co-formulated into a single fixed-dose combination tablet. The investigational new drug application on the first fixed-dose combination was filed in June 2012, and a Phase 1 study evaluating the bioavailability of the active drugs was initiated in July 2012. We are enrolling patients in a Phase 3 study evaluating the fixed-dose combination with and without ribavirin for either 12 or 24 weeks in treatment-naïve genotype-1 infected patients. These data will allow us to decide on the design of the second confirmatory study supporting the NDA of the GS-7977 and GS-5885 fixed-dose combination. If treatment of genotype 1-infected patients with the GS-7977 and GS-5885 fixed-dose combination for 12 weeks results in acceptably high SVR4 rates, then the second confirmatory study could be initiated in the first half of 2013. If the data from the second study is also positive, we anticipate being able to file for regulatory approval of the fixed-dose combination by mid-2014.

Development programs, including the development programs described above, are subject to numerous risks that could result in developmental and regulatory delays or in a decision to discontinue further development of GS-7977 and/or GS-5885. As a result, we may not complete our clinical studies of GS-7977 and GS-5885 or any regulatory filings in the currently anticipated timelines or at all. In addition, regulatory authorities require that patients have a sustained viral response for 12 weeks after the cessation of therapy to be considered "cured" of HCV. If data from any of the clinical studies indicate that a smaller than anticipated number of patients achieved a sustained viral response at 4, 12 or 24 weeks post-treatment, our development programs for the treatment of HCV may be delayed or discontinued and our stock price may decline significantly. Further, developing drugs for the treatment of HCV is an extremely competitive field and a significant number of drugs are under development. Depending on the length of any delay we may experience in our development of GS-7977 and GS-5885, other companies who are developing competitive compounds in HCV may be able to progress their development timelines and potentially bring compounds to market before GS-7977 and/or GS-5885 or shortly thereafter.

A substantial portion of our revenues is derived from sales of our HIV products, particularly Atripla and Truvada. If we are unable to maintain or continue increasing sales of these products, our results of operations may be adversely affected.

We are currently dependent on sales of our products for the treatment of HIV infection, particularly Atripla and Truvada, to support our existing operations. Our HIV products contain tenofovir disoproxil fumarate and/or emtricitabine, which belong to the nucleoside class of antiviral therapeutics. Were the treatment paradigm for HIV to change, causing nucleoside-based therapeutics to fall out of favor, or if we were unable to maintain or continue increasing our HIV product sales, our results of operations would likely suffer and we would likely need to scale back our operations, including our spending on research and development (R&D) efforts. For the quarter ended September 30, 2012, Atripla and Truvada product sales together were $1.67 billion, or 69% of our total revenues. We may not be able to sustain or increase the growth rate of sales of our HIV products, especially Atripla, Truvada and Complera/Eviplera, for any number of reasons including, but not limited to, the following:

- As our HIV products are used over a longer period of time in many patients and in combination with other products, and additional studies are conducted, new issues with respect to safety, resistance and interactions with other drugs may arise, which could cause us to provide additional warnings or contraindications on our labels, narrow our approved indications or halt sales of a product, each of which could reduce our revenues.
- As our HIV products mature, private insurers and government payers often reduce the amount they will reimburse patients for these products, which increases pressure on us to reduce prices.
- A large part of the market for our HIV products consists of patients who are already taking other HIV drugs. If we are not successful in encouraging physicians to change patients' regimens to include our HIV products, the sales of our HIV products will be limited.
- As generic HIV products are introduced into major markets, our ability to maintain pricing and market share may be affected.

If we fail to commercialize new products or expand the indications for existing products, our prospects for future revenues may be adversely affected.

If we do not introduce new products to market or increase sales of our existing products, we will not be able to increase or maintain our total revenues and continue to expand our R&D efforts. Drug development is inherently risky and many product candidates fail during the drug development process. For example, in January 2011, we announced our decision to terminate our Phase 3 clinical trial of ambrisentan in patients with idiopathic pulmonary fibrosis (IPF). In April 2011, we announced our decision to terminate our Phase 3 clinical trial of aztreonam for inhalation solution for the treatment of cystic fibrosis (CF) in patients with *Burkholderia spp*. In addition, our marketing application for our single tablet regimen of elvitegravir, cobicistat, tenofovir disoproxil fumarate and emtricitabine for the treatment of HIV in treatment-naïve patient may not be approved by the European Medicines Agency (EMA) or other foreign regulatory agencies, and our new drug applications for elvitegravir for the treatment of HIV in treatment-experienced patients and cobicistat, a pharmacoenhancing or "boosting" agent, may not be approved by the FDA, EMA or other foreign regulatory authorities. Even if marketing approval is granted for any of these products, there may be significant limitations on their use. Further, we may be unable to file our marketing applications for new products, including GS-7977 and GS-5885 in the currently anticipated timelines and marketing approval for the products may not be granted.

Our results of operations will be adversely affected by current and potential future healthcare reforms.

Legislative and regulatory changes to government prescription drug procurement and reimbursement programs occur relatively frequently in the United States and foreign jurisdictions. In March 2010, healthcare reform legislation was adopted in the United States. As a result, we are required to further rebate or discount products reimbursed or paid for by various public payers, including Medicaid and other entities eligible to purchase discounted products through the 340B Drug Pricing Program under the Public Health Service Act, such as AIDS Drug Assistance Programs (ADAPs). The discounts, rebates and fees in the legislation that impacted us include:

- our minimum base rebate amount owed to Medicaid on products reimbursed by Medicaid has been increased by 8%, and the discounts or rebates we owe to ADAPs and other Public Health Service entities which reimburse or purchase our products have also been increased by 8%;
- we are required to extend rebates to patients receiving our products through Medicaid managed care organizations;
- we are required to provide a 50% discount on products sold to patients while they are in the Medicare Part D “donut hole;” and
- we, along with other pharmaceutical manufacturers of branded drug products, are required to pay a portion of a new industry fee (also known as the pharmaceutical excise tax) of $2.5 billion for 2011, calculated based on select government sales during the 2010 calendar year as a percentage of total industry government sales.

The amount of the industry fee imposed on the pharmaceutical industry as a whole will increase to $2.8 billion in 2012, with additional increases over the next several years to a peak of $4.1 billion per year in 2018, and then decrease to $2.8 billion in 2019 and thereafter. As the amount of the industry fee increases, our product sales increase and drug patents expire on major drugs, such as Lipitor, we expect our portion of the excise tax to increase as well. We estimate our portion of the pharmaceutical excise tax to be $80-$100 million in 2012, compared to approximately $50 million in 2011. The excise tax is not tax deductible.

Further, even though not addressed in the healthcare reform legislation, discussions continue at the federal level on legislation that would either allow or require the federal government to directly negotiate price concessions from pharmaceutical manufacturers or set minimum requirements for Medicare Part D pricing.

In addition, state Medicaid programs could request additional supplemental rebates on our products as a result of the increase in the federal base Medicaid rebate. Private insurers could also use the enactment of these increased rebates to exert pricing pressure on our products, and to the extent that private insurers or managed care programs follow Medicaid coverage and payment developments, the adverse effects may be magnified by private insurers adopting lower payment schedules.

Our existing products are subject to reimbursement from government agencies and other third parties. Pharmaceutical pricing and reimbursement pressures may reduce profitability.

Successful commercialization of our products depends, in part, on the availability of governmental and third-party payer reimbursement for the cost of such products and related treatments. Government health administration authorities, private health insurers and other organizations generally provide reimbursement. In the United States, the European Union and other significant or potentially significant markets for our products and product candidates, government authorities and third-party payers are increasingly attempting to limit or regulate the price of medical products and services, particularly for new and innovative products and therapies, which has resulted in lower average selling prices.

A significant portion of our sales of the majority of our products are subject to significant discounts from list price and rebate obligations. In the United States, state ADAPs, which purchase a significant portion of our HIV products, rely on federal, supplemental federal and state funding to help fund purchases of our products. Given the current economic downturn, we have experienced a shift in our payer mix as patients previously covered by private insurance move to public reimbursement programs that require rebates or discounts from us or as patients previously covered by one public reimbursement program move to another public reimbursement program that requires greater rebates or discounts from us. As a result of this shift, revenue growth may be lower than prescription growth. If federal and state funds are not available in amounts sufficient to support the number of patients that rely on ADAPs, sales of our HIV products could be negatively impacted which would reduce our revenues. For example, during the first quarter of 2011, the state budget crisis in Florida led to a temporary movement of patients who were previously covered by Florida's ADAP into industry-supported patient assistance programs. In prior quarters, due to the insufficiency of federal and state funds and as many states reduced eligibility criteria, we saw an increase in the number of patients on state ADAP wait lists, and we may see similar increases in future periods. Until these patients are enrolled in ADAP, they generally receive product from industry-supported patient assistance programs or are unable to access treatment. The increased emphasis on managed healthcare in the United States and on country and regional pricing and reimbursement controls in the European Union will put additional pressure on product pricing, reimbursement and

usage, which may adversely affect our product sales and profitability. These pressures can arise from rules and practices of managed care groups, judicial decisions and governmental laws and regulations related to Medicare, Medicaid and healthcare reform, pharmaceutical reimbursement policies and pricing in general.

In Europe, the success of our commercialized products, and any other product candidates we may develop, will depend largely on obtaining and maintaining government reimbursement, because in many European countries patients are unlikely to use prescription drugs that are not reimbursed by their governments. In addition, negotiating prices with governmental authorities can delay commercialization by 12 months or more. Reimbursement policies may adversely affect our ability to sell our products on a profitable basis. In many international markets, governments control the prices of prescription pharmaceuticals, including through the implementation of reference pricing, price cuts, rebates, revenue-related taxes and profit control, and they expect prices of prescription pharmaceuticals to decline over the life of the product or as volumes increase.

Recently, many countries in the European Union have increased the amount of discounts required on our products, and these efforts could continue as countries attempt to manage healthcare expenditures, especially in light of the severe fiscal and debt crises experienced by many countries in the European Union. For example, in June 2010, Spain imposed an incremental discount on all branded drugs and in August 2010, Germany increased the rebate on prescription pharmaceuticals. As generic drugs come to market, we may face price decreases for our products in some countries in the European Union. Further, cost containment pressures in the European Union could lead to delays in the treatment of patients and also delay pricing approval, which could negatively impact the commercialization of new products.

Approximately 41% of our product sales occur outside the United States, and currency fluctuations and hedging expenses may cause our earnings to fluctuate, which could adversely affect our stock price.

Because a significant percentage of our product sales are denominated in foreign currencies, primarily the Euro, we face exposure to adverse movements in foreign currency exchange rates. When the U.S. dollar strengthens against these foreign currencies, the relative value of sales made in the respective foreign currency decreases. Conversely, when the U.S. dollar weakens against these currencies, the relative value of such sales increases. Overall, we are a net receiver of foreign currencies and, therefore, benefit from a weaker U.S. dollar and are adversely affected by a stronger U.S. dollar relative to those foreign currencies in which we transact significant amounts of business.

We use foreign currency exchange forward and option contracts to hedge a percentage of our forecasted international sales, primarily those denominated in the Euro. We also hedge certain monetary assets and liabilities denominated in foreign currencies, which reduces but does not eliminate our exposure to currency fluctuations between the date a transaction is recorded and the date that cash is collected or paid. We cannot predict future fluctuations in the foreign currency exchange rate of the U.S. dollar. If the U.S. dollar appreciates significantly against certain currencies and our hedging program does not sufficiently offset the effects of such appreciation, our results of operations will be adversely affected and our stock price may decline.

Additionally, the expenses that we recognize in relation to our hedging activities can also cause our earnings to fluctuate. The level of hedging expenses that we recognize in a particular period is impacted by the changes in interest rate spreads between the foreign currencies that we hedge and the U.S. dollar.

Our inability to accurately estimate demand for our products, as well as sales fluctuations as a result of inventory levels held by wholesalers, pharmacies and non-retail customers make it difficult for us to accurately forecast sales and may cause our earnings to fluctuate, which could adversely affect our financial results and our stock price.

In the quarter ended September 30, 2012, approximately 78% of our product sales in the United States were to three wholesalers, Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. The U.S. wholesalers with whom we have entered into inventory management agreements make estimates to determine end user demand and may not be completely effective in matching their inventory levels to actual end user demand. As a result, changes in inventory levels held by those wholesalers can cause our operating results to fluctuate unexpectedly if our sales to these wholesalers do not match end user demand. In addition, inventory is held at retail pharmacies and other non-wholesale locations with whom we have no inventory management agreements and no control over buying patterns. Adverse changes in economic conditions or other factors may cause retail pharmacies to reduce their inventories of our products, which would reduce their orders from wholesalers and, consequently, the wholesalers' orders from us, even if end user demand has not changed. For example, during the fourth quarter of 2010, our wholesalers increased their inventory levels for our antiviral products. In the first quarter of 2011, our wholesalers drew down on their inventory such that inventory levels for our antiviral products moved to the lower end of the contractual boundaries set by our inventory management agreements. As inventory in the distribution channel fluctuates from quarter to quarter, we may continue to see fluctuations in our earnings and a mismatch between prescription demand for our products and our revenues.

In addition, the non-retail sector in the United States, which includes government institutions, including state ADAPs, correctional facilities and large health maintenance organizations, tends to be even less consistent in terms of buying patterns and often causes quarter over quarter fluctuations that do not necessarily mirror patient demand. Federal and state budget pressures, as well as the annual grant cycles for federal and state ADAP funds, may cause ADAP purchasing patterns to not reflect patient demand. For example, in the first and second quarters of 2012, we observed large non-retail purchases by a number of state ADAPs which exceeded patient demand. We believe such purchases were driven by the grant cycle for federal ADAP funds, the early communication of Ryan White Federal Funds and the desire by state ADAPs to reduce patient wait lists, which led to a significant reduction in ADAP purchasing in the third quarter of 2012. As a result, we expect to continue to experience fluctuations in the purchasing patterns of our non-retail customers which may result in fluctuations in our product sales, revenues and earnings in the future.

In light of the global economic downturn and budget crises faced by many European countries, we have observed variations in purchasing patterns induced by cost containment measures in Europe. We believe these measures have caused some government agencies and other purchasers to reduce inventory of our products in the distribution channels, which has decreased our revenues and caused fluctuations in our product sales and earnings. We may continue to see this trend in the future.

We face significant competition.

We face significant competition from large pharmaceutical and biotechnology companies, most of whom have substantially greater resources than we do. In addition, our competitors have more products and have operated in the fields in which we compete for longer than we have. Our HIV products compete primarily with products from the joint venture established by GlaxoSmithKline Inc. (GSK) and Pfizer Inc. (Pfizer) which markets fixed-dose combination products that compete with Atripla, Truvada and Complera/Eviplera and Stribild. For example, lamivudine, marketed by this joint venture, is competitive with emtricitabine, the active pharmaceutical ingredient of Emtriva and a component of Atripla, Truvada and Complera/Eviplera.

We also face competition from generic HIV products. In May 2010, the compound patent covering Epivir (lamivudine) itself expired in the United States, and generic lamivudine is now available in the United States, Spain, Portugal and Italy. We expect that generic versions of lamivudine will be launched in other countries within the European Union. In May 2011, a generic version of Combivir (lamivudine and zidovudine) was approved and was recently launched in the United States. In addition, in late 2011, generic tenofovir also became available in Turkey, which resulted in an increase in the rebate for Viread in Turkey. We also expect competition from a generic version of Sustiva (efavirenz), a component of our Atripla, to be available in the United States, Europe and Canada in 2013, which may negatively impact sales of our HIV products.

For Viread and Hepsera for treatment of chronic hepatitis B, we compete primarily with products produced by GSK, BMS and Novartis Pharmaceuticals Corporation (Novartis) in the United States, the European Union and China. For AmBisome, we compete primarily with products produced by Merck & Co., Inc. (Merck) and Pfizer. In addition, we are aware of at least three lipid formulations that claim similarity to AmBisome becoming available outside of the United States, including the possible entry of such formulations in Greece and Taiwan. These formulations may reduce market demand for AmBisome. Furthermore, the manufacture of lipid formulations of amphotericin B is very complex and if any of these formulations are found to be unsafe, sales of AmBisome may be negatively impacted by association. Letairis competes directly with a product produced by Actelion Pharmaceuticals US, Inc. and indirectly with pulmonary arterial hypertension products from United Therapeutics Corporation and Pfizer. Ranexa competes predominantly with generic compounds from three distinct classes of drugs, beta-blockers, calcium channel blockers and long-acting nitrates for the treatment of chronic angina in the United States. Cayston competes with a product marketed by Novartis. Tamiflu competes with products sold by GSK and generic competitors.

In addition, a number of companies are pursuing the development of technologies which are competitive with our existing products or research programs. These competing companies include specialized pharmaceutical firms and large pharmaceutical companies acting either independently or together with other pharmaceutical companies. Furthermore, academic institutions, government agencies and other public and private organizations conducting research may seek patent protection and may establish collaborative arrangements for competitive products or programs.

If significant safety issues arise for our marketed products or our product candidates, our future sales may be reduced, which would adversely affect our results of operations.

The data supporting the marketing approvals for our products and forming the basis for the safety warnings in our product labels were obtained in controlled clinical trials of limited duration and, in some cases, from post-approval use. As our products are used over longer periods of time by many patients with underlying health problems, taking numerous other medicines, we expect to continue to find new issues such as safety, resistance or drug interaction issues, which may require us to provide additional warnings or contraindications on our labels or narrow our approved indications, each of which could reduce the market acceptance of these products.

Our product Letairis, which was approved by the FDA in June 2007, is a member of a class of compounds called endothelin receptor antagonists (ERAs) which pose specific risks, including serious risks of birth defects. Because of these risks, Letairis is available only through the Letairis Education and Access Program (LEAP), a restricted distribution program intended to help physicians and patients learn about the risks associated with the product and assure appropriate use of the product. As the product is used by additional patients, we may discover new risks associated with Letairis which may result in changes to the distribution program and additional restrictions on the use of Letairis which may decrease demand for the product.

Regulatory authorities have been moving towards more active and transparent pharmacovigilance and are making greater amounts of stand-alone safety information directly available to the public through websites and other means, e.g. periodic safety update report summaries, risk management plan summaries and various adverse event data. Safety information, without the appropriate context and expertise, may be misinterpreted and lead to misperception or legal action which may potentially cause our product sales or stock price to decline.

Further, if serious safety, resistance or drug interaction issues arise with our marketed products, sales of these products could be limited or halted by us or by regulatory authorities and our results of operations would be adversely affected.

Our operations depend on compliance with complex FDA and comparable international regulations. Failure to obtain broad approvals on a timely basis or to maintain compliance could delay or halt commercialization of our products.

The products we develop must be approved for marketing and sale by regulatory authorities and, once approved, are subject to extensive regulation by the FDA, the EMA and comparable regulatory agencies in other countries. We are continuing clinical trials for Atripla, Truvada, Viread, Hepsera, Complera/ Eviplera, Stribild, Emtriva, AmBisome, Letairis, Ranexa and Cayston for currently approved and additional uses. We anticipate that we will file for marketing approval in additional countries and for additional indications and products over the next several years. These products may fail to receive such marketing approvals on a timely basis, or at all.

Further, our marketed products and how we manufacture and sell these products are subject to extensive regulation and review. Discovery of previously unknown problems with our marketed products or problems with our manufacturing or promotional activities may result in restrictions on our products, including withdrawal of the products from the market. If we fail to comply with applicable regulatory requirements, including those related to promotion and manufacturing, we could be subject to penalties including fines, suspensions of regulatory approvals, product recalls, seizure of products and criminal prosecution.

For example, under FDA rules, we are often required to conduct post-approval clinical studies to assess a known serious risk, signals of serious risk or to identify an unexpected serious risk and implement a Risk Evaluation and Mitigation Strategy for our products, which could include a medication guide, patient package insert, a communication plan to healthcare providers or other elements as the FDA deems are necessary to assure safe use of the drug, which could include imposing certain restrictions on the distribution or use of a product. Failure to comply with these or other requirements, if imposed on a sponsor by the FDA, could result in significant civil monetary penalties and our operating results may be adversely affected.

The results and anticipated timelines of our clinical trials are uncertain and may not support continued development of a product pipeline, which would adversely affect our prospects for future revenue growth.

We are required to demonstrate the safety and efficacy of products that we develop for each intended use through extensive preclinical studies and clinical trials. The results from preclinical and early clinical studies do not always accurately predict results in later, large-scale clinical trials. Even successfully completed large-scale clinical trials may not result in marketable products. If any of our product candidates fails to achieve its primary endpoint in clinical trials, if safety issues arise or if the results from our clinical trials are otherwise inadequate to support regulatory approval of our product candidates, commercialization of that product candidate could be delayed or halted. For example, in January 2011, we announced our decision to terminate our Phase 3 clinical trial of ambrisentan in patients with IPF and, in April 2011, we announced our decision to terminate our Phase 3 clinical trial of aztreonam for inhalation solution for the treatment of CF in patients with *Burkholderia spp* . In addition, we may also face challenges in clinical trial protocol design. If the clinical trials for any of the product candidates in our pipeline are delayed or terminated, our prospects for future revenue growth would be adversely impacted. For example, we face numerous risks and uncertainties with our product candidates, including GS-7977 and GS-5885 for the treatment of hepatitis C; aztreonam for inhalation solution for the treatment of bronchiectasis; ranolazine for the treatment of incomplete revascularization post-percutaneous coronary intervention and type II diabetes; and GS-1101 for the treatment of chronic lymphocytic leukemia, each currently in Phase 3 clinical trials, that could prevent completion of development of these product candidates. These risks include our ability to enroll patients in clinical trials, the possibility of unfavorable results of our clinical trials, the need to modify or delay our clinical trials or to perform additional trials and the risk of failing to obtain FDA and other regulatory body approvals. As a result, our product candidates may never be successfully commercialized. Further, we may make a strategic decision to discontinue development of our product candidates if, for example, we believe commercialization will be difficult relative to other opportunities in our pipeline. If these programs and others in our pipeline cannot be completed on a timely basis or at all, then our prospects for future revenue growth may be adversely impacted. In addition, clinical trials involving our commercial products could raise new safety issues for our existing products, which could in turn decrease our revenues and harm our business.

Due to our reliance on third-party contract research organizations to conduct our clinical trials, we are unable to directly control the timing, conduct, expense and quality of our clinical trials.

We extensively outsource our clinical trial activities and usually perform only a small portion of the start-up activities in-house. We rely on independent third-party contract research organizations (CROs) to perform most of our clinical studies, including document preparation, site identification, screening and preparation, pre-study visits, training, program management and bioanalytical analysis. Many important aspects of the services performed for us by the CROs are out of our direct control. If there is any dispute or disruption in our relationship with our CROs, our clinical trials may be delayed. Moreover, in our regulatory submissions, we rely on the quality and validity of the clinical work performed by third-party CROs. If any of our CROs' processes, methodologies or results were determined to be invalid or inadequate, our own clinical data and results and related regulatory approvals could be adversely impacted.

Expenses associated with clinical trials may cause our earnings to fluctuate, which could adversely affect our stock price.

The clinical trials required for regulatory approval of our products, as well as clinical trials we are required to conduct after approval, are very expensive. It is difficult to accurately predict or control the amount or timing of these expenses from quarter to quarter, and the FDA and/or other regulatory agencies may require more clinical testing than we originally anticipated. Uneven and unexpected spending on these programs, including on the clinical trials that will be necessary to advance GS-7977, GS-5885 and our other product candidates for the treatment of HCV, may cause our operating results to fluctuate from quarter to quarter, and our stock price may decline.

We depend on relationships with other companies for sales and marketing performance, development and commercialization of product candidates and revenues. Failure to maintain these relationships, poor performance by these companies or disputes with these companies could negatively impact our business.

We rely on a number of significant collaborative relationships with major pharmaceutical companies for our sales and marketing performance in certain territories. These include collaborations with BMS for Atripla in the United States, Europe and Canada; F. Hoffmann-La Roche Ltd. (together with Hoffmann-La Roche Inc., Roche) for Tamiflu worldwide; and GSK for ambrisentan in territories outside of the United States. In some countries, we rely on international distributors for sales of Truvada, Viread, Hepsera, Emtriva and AmBisome. Some of these relationships also involve the clinical development of these products by our partners. Reliance on collaborative relationships poses a number of risks, including the risk that:

- we are unable to control the resources our corporate partners devote to our programs or products;
- disputes may arise with respect to the ownership of rights to technology developed with our corporate partners;
- disagreements with our corporate partners could cause delays in, or termination of, the research, development or commercialization of product candidates or result in litigation or arbitration;
- contracts with our corporate partners may fail to provide significant protection or may fail to be effectively enforced if one of these partners fails to perform;
- our corporate partners have considerable discretion in electing whether to pursue the development of any additional products and may pursue alternative technologies or products either on their own or in collaboration with our competitors;
- our corporate partners with marketing rights may choose to pursue competing technologies or to devote fewer resources to the marketing of our products than they do to products of their own development; and
- our distributors and our corporate partners may be unable to pay us, particularly in light of current economic conditions.

Given these risks, there is a great deal of uncertainty regarding the success of our current and future collaborative efforts. If these efforts fail, our product development or commercialization of new products could be delayed or revenues from products could decline.

We also rely on collaborative relationships with major pharmaceutical companies for development and commercialization of certain product candidates. Gilead (as successor to Pharmasset) is a party to a collaboration agreement with Roche to develop PSI-6130 and its prodrugs for the treatment of chronic HCV infection. The collaborative research efforts under this agreement ended on December 31, 2006. Roche later asked Pharmasset to consider whether Roche may have contributed to the inventorship of GS-7977 and whether Pharmasset has complied with the confidentiality provisions of the collaboration agreement. Pharmasset advised us that it carefully considered the issues raised by Roche and that it believed any such issues are without merit. We have also considered these issues and reached the same conclusion. However, if Roche were to successfully assert that it contributed to the inventorship of GS-7977 and either independently develop GS-7977 or file an abbreviated new drug application (ANDA) to market GS-7977, Roche could at some point in the future market that product and begin competing against us prior to the expiration of our patents for GS-7977. Such marketing activity by Roche could materially reduce the revenues we expect to receive from the sale of GS-7977, which could adversely affect our results of operations.

Under our April 2002 licensing agreement with GSK, we gave GSK the right to control clinical and regulatory development and commercialization of Hepsera in territories in Asia, Africa and Latin America. These include major markets for Hepsera, such as China, Japan, Taiwan and South Korea. In November 2009, we entered into an agreement with GSK that provided GSK with exclusive commercialization rights and registration responsibilities for Viread for the treatment of chronic hepatitis B in China. In October 2010, we granted similar rights to GSK in Japan and Saudi Arabia. The success of Hepsera and Viread for the treatment of chronic hepatitis B in these territories depends almost entirely on the efforts of GSK. In this regard, GSK promotes Epivir-HBV/Zeffix, a product that competes with Hepsera and Viread for the treatment of chronic hepatitis B. Consequently, GSK's marketing strategy for Hepsera and Viread for the treatment of chronic hepatitis B may be influenced by its promotion of Epivir-HBV/Zeffix. We receive royalties from GSK equal to a percentage of GSK's net sales of Hepsera and Viread for the treatment of chronic hepatitis B as well as net sales of GSK's Epivir-HBV/Zeffix. If GSK fails to devote sufficient resources to, or does not succeed in developing or commercializing Hepsera or Viread for the treatment of chronic hepatitis B in its territories, our potential revenues in these territories may be substantially reduced.

In addition, Cayston and Letairis are distributed through third-party specialty pharmacies, which are pharmacies specializing in the dispensing of medications for complex or chronic conditions that may require a high level of patient education and ongoing counseling. The use of specialty pharmacies requires significant coordination with our sales and marketing, medical affairs, regulatory affairs, legal and finance organizations and involves risks, including but not limited to risks that these specialty pharmacies will:

- not provide us with accurate or timely information regarding their inventories, patient data or safety complaints;
- not effectively sell or support Cayston or Letairis;
- not devote the resources necessary to sell Cayston or Letairis in the volumes and within the time frames that we expect;
- not be able to satisfy their financial obligations to us or others; or
- cease operations.

We also rely on a third party to administer LEAP, the restricted distribution program designed to support Letairis. This third party provides information and education to prescribers and patients on the risks of Letairis, confirms insurance coverage and investigates alternative sources of reimbursement or assistance, ensures fulfillment of the risk management requirements mandated for Letairis by the FDA and coordinates and controls dispensing to patients through the third-party specialty pharmacies. Failure of this third party or the specialty pharmacies that distribute Letairis to perform as expected may result in regulatory action from the FDA or decreased Letairis sales, either of which would harm our business.

Further, Cayston may only be taken by patients using a specific inhalation device that delivers the drug to the lungs of patients. Our ongoing distribution of Cayston is entirely reliant upon the manufacturer of that device. For example, the manufacturer could encounter other issues with regulatory agencies related to the device or be unable to supply sufficient quantities of this device. In addition, the manufacturer may not be able to provide adequate warranty support for the device after it has been distributed to patients. With respect to distribution of the drug and device to patients, we are reliant on the capabilities of specialty pharmacies. For example, the distribution channel for drug and device is complicated and requires coordination. The reimbursement approval processes associated with both drug and device are similarly complex. If the device manufacturer is unable to obtain reimbursement approval or receives approval at a lower-than-expected price, sales of Cayston may be adversely affected. Any of the previously described issues may limit the sales of Cayston, which would adversely affect our financial results.

Our success will depend to a significant degree on our ability to protect our patents and other intellectual property rights both domestically and internationally. We may not be able to obtain effective patents to protect our technologies from use by competitors and patents of other companies could require us to stop using or pay for the use of required technology.

Patents and other proprietary rights are very important to our business. Our success will depend to a significant degree on our ability to:

- obtain patents and licenses to patent rights;
- preserve trade secrets;
- defend against infringement and efforts to invalidate our patents; and
- operate without infringing on the proprietary rights of others.

If we have a properly drafted and enforceable patent, it can be more difficult for our competitors to use our technology to create competitive products and more difficult for our competitors to obtain a patent that prevents us from using technology we create. As part of our business strategy, we actively seek patent protection both in the United States and internationally and file additional patent applications, when appropriate, to cover improvements in our compounds, products and technology.

We have a number of U.S. and foreign patents, patent applications and rights to patents related to our compounds, products and technology, but we cannot be certain that issued patents will be enforceable or provide adequate protection or that pending patent applications will result in issued patents. Patent applications are confidential for a period of time before a patent is issued. As a result, we may not know if our competitors filed patent applications for technology covered by our pending applications or if we were the first to invent or first to file an application directed toward the technology that is the subject of our patent applications. Competitors may have filed patent applications or received patents and may obtain additional patents and proprietary rights that block or compete with our products. In addition, if competitors file patent applications covering our technology, we may have to participate in interference proceedings or litigation to determine the right to a patent. Litigation and interference proceedings are unpredictable and expensive, such that, even if we are ultimately successful, our results of operations may be adversely affected by such events.

From time to time, certain individuals or entities may challenge our patents. For example, in 2007, the Public Patent Foundation filed requests for re-examination with the United States Patent and Trademark Office (PTO) challenging four of our patents related to tenofovir disoproxil fumarate, which is an active ingredient in Atripla, Truvada and Viread and Stribild. The PTO granted these requests and issued non-final rejections for the four patents, which is a step common in a proceeding to initiate the re-examination process. In 2008, the PTO confirmed the patentability of all four patents.

From time to time, we may become involved in disputes with inventors on our patents. For example, in March 2012, Jeremy Clark, a former employee of Pharmasset, which we acquired in January 2012, and inventor of U.S. Patent No. 7,429,572, filed a demand for arbitration in his lawsuit against Pharmasset and Dr. Raymond Schinazi. Mr. Clark initially filed the lawsuit against Pharmasset and Dr. Schinazi in February 2008 seeking to void the assignment provision in his employment agreement and assert ownership of U.S. Patent No. 7,429,572, which claims metabolites of GS-7977 and RG7128. In December 2008, the court ordered a stay of the litigation pending the outcome of an arbitration proceeding required by Mr. Clark's employment agreement. Instead of proceeding with arbitration, Mr. Clark filed two additional lawsuits in September 2009 and June 2010, both of which were subsequently dismissed by the court. In September 2010, Mr. Clark filed a motion seeking reconsideration of the court's December 2008 order which was denied by the court. In December 2011, Mr. Clark filed a motion to appoint a special prosecutor. In February 2012, the court issued an order requiring Mr. Clark to enter arbitration or risk dismissal of his case. Mr. Clark filed a demand for arbitration in March 2012. We cannot predict the outcome of the arbitration. If Mr. Clark's prior assignment of this patent to Pharmasset is voided by the arbitration panel, and he is ultimately found to be the owner of the 7,429,572 patent and it is determined that we have infringed the patent, we may be required to obtain a license from and pay royalties to Mr. Clark to commercialize GS-7977 and RG7128.

Patents do not cover the ranolazine compound, the active ingredient of Ranexa. Instead, when it was discovered that only a sustained release formulation of ranolazine would achieve therapeutic plasma levels, patents were obtained on those formulations and the characteristic plasma levels they achieve. Patents do not cover the active ingredients in AmBisome. In addition, we do not have patent filings in China or certain other Asian countries covering all forms of adefovir dipivoxil, the active ingredient in Hepsera. Asia is a major market for therapies for hepatitis B, the indication for which Hepsera has been developed.

We may obtain patents for certain products many years before marketing approval is obtained for those products. Because patents have a limited life, which may begin to run prior to the commercial sale of the related product, the commercial value of the patent may be limited. However, we may be able to apply for patent term extensions in some countries.

Generic manufacturers have sought and may continue to seek FDA approval to market generic versions of our products through an ANDA, the application form typically used by manufacturers seeking approval of a generic drug. Please see a description of our ANDA litigation in "Legal Proceedings" beginning on page 39.

Our success depends in large part on our ability to operate without infringing upon the patents or other proprietary rights of third parties.

If we infringe the patents of others, we may be prevented from commercializing products or may be required to obtain licenses from these third parties. We may not be able to obtain alternative technologies or any required license on reasonable terms or at all. If we fail to obtain these licenses or alternative technologies, we may be unable to develop or commercialize some or all of our products. For example, we are aware of a body of patents that may relate to our operation of LEAP, our restricted distribution program designed to support Letairis.

We own patents that claim GS-7977 as a chemical entity and its metabolites. However, the existence of issued patents does not guarantee our right to practice the patented technology or commercialize the patented product. Third parties may have or obtain rights to patents which they may claim could be used to prevent or attempt to prevent us from commercializing the patented product candidates obtained from the Pharmasset acquisition. For example, we are aware of patents and patent applications owned by other parties that might be alleged to cover the use of GS-7977. If these other parties are successful in obtaining valid and enforceable patents, and establishing our infringement of those patents, we could be prevented from selling GS-7977 unless we were able to obtain a license under such patents. If any license is needed it may not be available on commercially reasonable terms or at all.

In some instances, we may be required to defend our right to a patent on an invention through an Interference proceeding before the PTO. An Interference is an administrative proceeding before the PTO designed to determine who was the first to invent the subject matter being claimed by both parties. In February 2012, we received notice that the PTO had declared an Interference between our U.S. Patent No. 7,429,572 and Idenix Pharmaceuticals, Inc.'s (Idenix) pending patent application no. 12/131868. Our patent covers metabolites of GS-7977 and RG7128. Idenix is attempting to claim a class of compounds, including these metabolites, in their pending patent application. In the course of this proceeding, both parties will be called upon to submit evidence of the date they conceived of their respective inventions. The Interference will determine who was

first to invent these compounds and therefore who is entitled to the patent claiming these compounds. If the administrative law judge determines Idenix is entitled to these patent claims and it is determined that we have infringed those claims, we may be required to obtain a license from, and pay royalties to, Idenix to commercialize GS-7977 and RG7128. Any determination by the judge can be challenged by either party in U.S. Federal Court.

In June 2012, we met with Idenix in mandatory settlement discussions. The parties were unable to settle the Interference due to our widely divergent views on the strength of our respective positions, on whether we need a license to Idenix's patents and whether Idenix needs a license to Gilead patents to develop and manufacture its pipeline products. We believe the Idenix patents involved in the Interference and similar U.S. and foreign patents claiming the same compounds and metabolites are invalid. As a result, we filed an Impeachment Action in Canadian Federal Court to invalidate the Idenix CA2490191 patent, which is the Canadian patent that corresponds to the Idenix U.S. Patent No. 7608600 and the Idenix patent application that is the subject of the Interference. We also filed a similar legal action in the Federal Court of Norway seeking to invalidate the corresponding Norwegian patent. We expect to bring similar action in other countries in 2012 or early 2013. Idenix has not been awarded patents on these compounds and metabolites in other European countries, Japan and China. In the event such patents issue, we expect to challenge them in proceedings similar to those we invoked in Canada and Norway.

Furthermore, we use significant proprietary technology and rely on unpatented trade secrets and proprietary know-how to protect certain aspects of our production and other technologies. Our trade secrets may become known or independently discovered by our competitors.

Manufacturing problems, including at our third-party manufacturers and corporate partners, could cause inventory shortages and delay product shipments and regulatory approvals, which may adversely affect our results of operations.

In order to generate revenue from our products, we must be able to produce sufficient quantities of our products to satisfy demand. Many of our products are the result of complex manufacturing processes. The manufacturing process for pharmaceutical products is also highly regulated and regulators may shut down manufacturing facilities that they believe do not comply with regulations.

Our products are either manufactured at our own facilities or by third-party manufacturers or corporate partners. We depend on third parties to perform manufacturing activities effectively and on a timely basis for the majority of our solid dose products. In addition, Roche, either by itself or through third parties, is responsible for manufacturing Tamiflu. We, our third-party manufacturers and our corporate partners are subject to current Good Manufacturing Practices (GMP), which are extensive regulations governing manufacturing processes, stability testing, record keeping and quality standards as defined by the FDA and the EMA. Similar regulations are in effect in other countries.

Our third-party manufacturers and corporate partners are independent entities who are subject to their own unique operational and financial risks which are out of our control. If we or any of these third-party manufacturers or corporate partners fail to perform as required, this could impair our ability to deliver our products on a timely basis or receive royalties or cause delays in our clinical trials and applications for regulatory approval. To the extent these risks materialize and affect their performance obligations to us, our financial results may be adversely affected.

In addition, we, our third-party manufacturers and our corporate partners may only be able to produce some of our products at one or a limited number of facilities and, therefore, have limited manufacturing capacity for certain products. For example, earlier in 2012, due to unexpected delays both in qualifying two new external sites and with expanding Cayston manufacturing in San Dimas, we were unable to supply enough Cayston to fulfill our projected demand. During February through September 2012, we suspended access for patients with new prescriptions for Cayston subject to certain exceptions where specific medical need exists. As a result of our inability to manufacture sufficient Cayston to meet demand, the amount of revenues we received from the sale of Cayston was reduced.

Our manufacturing operations are subject to routine inspections by regulatory agencies. For example, in January and February 2010, the FDA conducted a routine inspection of our San Dimas manufacturing facility, where we exclusively manufacture Cayston and AmBisome and fill and finish Macugen. At the conclusion of that inspection, the FDA issued Form 483 Inspectional Observations stating concerns over: the maintenance of aseptic processing conditions in the manufacturing suite for our AmBisome product; environmental maintenance issues in the San Dimas warehousing facility; batch sampling; and the timeliness of completion of annual product quality reports. On September 24, 2010, our San Dimas manufacturing facility received a Warning Letter from the FDA further detailing the FDA's concerns over the AmBisome manufacturing environment, including control systems and monitoring, procedures to prevent microbiological contamination and preventative cleaning and equipment maintenance. Referencing certain Viread lots, the letter also stated concerns connected with quality procedures, controls and investigation procedures, and a generalized concern over the effectiveness of the San Dimas quality unit in carrying out its responsibilities. In November and December 2010, the FDA re-inspected the San Dimas facility. The re-inspection closed with no additional Form 483 observations. In August 2011, the FDA notified us that we resolved all issues raised by the FDA in its Warning Letter.

Our ability to successfully manufacture and commercialize Cayston will depend upon our ability to manufacture in a multi-product facility.

Aztreonam, the active pharmaceutical ingredient in Cayston, is a mono-bactam Gram-negative antibiotic. We manufacture Cayston by ourselves in San Dimas, California, or through third parties, in multi-product manufacturing facilities. Historically, the FDA has permitted the manufacture of mono-bactams in multi-product manufacturing facilities; however, there can be no assurance that the FDA will continue to allow this practice. We do not currently have a single-product facility that can be dedicated to the manufacture of Cayston nor have we engaged a contract manufacturer with a single-product facility for Cayston. If the FDA prohibits the manufacture of mono-bactam antibiotics, like aztreonam, in multi-product manufacturing facilities in the future, we may not be able to procure a single-product manufacturing facility in a timely manner, which would adversely affect our commercial supplies of Cayston and our anticipated financial results attributable to such product.

We may not be able to obtain materials or supplies necessary to conduct clinical trials or to manufacture and sell our products, which would limit our ability to generate revenues.

We need access to certain supplies and products to conduct our clinical trials and to manufacture our products. In light of the global economic downturn, we have had increased difficulty in purchasing certain of the raw materials used in our manufacturing process. If we are unable to purchase sufficient quantities of these materials or find suitable alternate materials in a timely manner, our development efforts for our product candidates may be delayed or our ability to manufacture our products would be limited, which would limit our ability to generate revenues.

Suppliers of key components and materials must be named in an NDA filed with the FDA, EMA or other regulatory authority for any product candidate for which we are seeking marketing approval, and significant delays can occur if the qualification of a new supplier is required. Even after a manufacturer is qualified by the regulatory authority, the manufacturer must continue to expend time, money and effort in the area of production and quality control to ensure full compliance with GMP. Manufacturers are subject to regular, periodic inspections by the regulatory authorities following initial approval. If, as a result of these inspections, a regulatory authority determines that the equipment, facilities, laboratories or processes do not comply with applicable regulations and conditions of product approval, the regulatory authority may suspend the manufacturing operations. If the manufacturing operations of any of the single suppliers for our products are suspended, we may be unable to generate sufficient quantities of commercial or clinical supplies of product to meet market demand, which would in turn decrease our revenues and harm our business. In addition, if delivery of material from our suppliers were interrupted for any reason, we may be unable to ship certain of our products for commercial supply or to supply our products in development for clinical trials. In addition, some of our products and the materials that we utilize in our operations are made at only one facility. For example, we manufacture AmBisome and fill and finish Macugen exclusively at our facilities in San Dimas, California. In the event of a disaster, including an earthquake, equipment failure or other difficulty, we may be unable to replace this manufacturing capacity in a timely manner and may be unable to manufacture AmBisome and Macugen to meet market needs.

Cayston is dependent on two different third-party single-source suppliers. First, aztreonam, the active pharmaceutical ingredient in Cayston, is manufactured by a single supplier at a single site. Second, it is administered to the lungs of patients through a device that is made by a single supplier at a single site. Disruptions or delays with any of these single suppliers could adversely affect our ability to supply Cayston, and we cannot be sure that alternative suppliers can be identified in a timely manner, or at all. See the Risk Factor entitled “Our ability to successfully manufacture and commercialize Cayston will depend upon our ability to manufacture in a multi-product facility.”

In addition, we depend on a single supplier for high-quality cholesterol, which is used in the manufacture of AmBisome. We also rely on a single source for the active pharmaceutical ingredient of Hepsera, Letairis and Vistide and for the tableting of Letairis. Astellas US LLC, which markets Lexiscan in the United States, is responsible for the commercial manufacture and supply of product in the United States and is dependent on a single supplier for the active pharmaceutical ingredient of Lexiscan. Problems with any of the single suppliers we depend on may negatively impact our development and commercialization efforts.

A significant portion of the raw materials and intermediates used to manufacture our HIV products (Atripla, Truvada, Viread, Complera/Eviplera, Stribild and Emtriva) are supplied by Chinese-based companies. As a result, an international trade dispute between China and the United States or any other actions by the Chinese government that would limit or prevent Chinese companies from supplying these materials would adversely affect our ability to manufacture and supply our HIV products to meet market needs and have a material and adverse effect on our operating results.

We face credit risks from our Southern European customers that may adversely affect our results of operations.

Our European product sales to government-owned or supported customers in Southern Europe, specifically Greece, Italy, Portugal and Spain have historically been and continue to be subject to significant payment delays due to government funding and reimbursement practices. This has resulted and may continue to result in days sales outstanding being significantly higher in these countries due to the average length of time that accounts receivable remain outstanding.

As of September 30, 2012, our accounts receivable in these countries totaled approximately $826.8 million, of which $314.9 million were past due greater than 120 days and $84.8 million were past due greater than 365 days as follows (in thousands):

	September 30, 2012	
	Greater than 120 days past due	Greater than 365 days past due
Portugal	$ 93,912	$ 23,824
Italy	105,818	49,217
Spain	92,249	7,804
Greece	22,888	3,965
Total	$ 314,867	$ 84,810

As a result of the fiscal and debt crises in these countries, the number of days our invoices are past due has continued to increase in line with that being experienced by other pharmaceutical companies that are also selling directly to hospitals. Historically, receivable balances with certain publicly-owned hospitals accumulate over a period of time and are then subsequently settled as large lump sum payments. If significant changes were to occur in the reimbursement practices of these European governments or if government funding becomes unavailable, we may not be able to collect on amounts due to us from these customers and our results of operations would be adversely affected.

In 2011, the Greek government settled substantially all of its outstanding receivables subject to the bond settlement with zero-coupon bonds that traded at a discount to face value. In March 2012, the Greek government restructured its sovereign debt which impacted all holders of Greek bonds. As a result, we recorded a $40.1 million loss. In June 2012, we received payment on $460.6 million accounts receivable from customers in Spain that were past due six months or more.

Our revenues and gross margin could be reduced by imports from countries where our products are available at lower prices.

Prices for our products are based on local market economics and competition and sometimes differ from country to country. Our sales in countries with relatively higher prices may be reduced if products can be imported into those or other countries from lower price markets. There have been cases in which other pharmaceutical products were sold at steeply discounted prices in the developing world and then re-exported to European countries where they could be re-sold at much higher prices. If this happens with our products, particularly Truvada and Viread, which we have agreed to make available at substantially reduced prices to 134 countries participating in our Gilead Access Program, or Atripla, which Merck distributes at substantially reduced prices to HIV infected patients in developing countries under our 2006 agreement, our revenues would be adversely affected. In addition, we have established partnerships with thirteen Indian generic manufacturers to distribute high-quality, low-cost generic versions of tenofovir disoproxil fumarate to 112 developing world countries, including India. If generic versions of our medications under these licenses are then re-exported to the United States, Europe or other markets outside of these 112 countries, our revenues would be adversely affected.

In addition, purchases of our products in countries where our selling prices are relatively low for resale in countries in which our selling prices are relatively high may adversely impact our revenues and gross margin and may cause our sales to fluctuate from quarter to quarter. For example, in the European Union, we are required to permit products purchased in one country to be sold in another country. Purchases of our products in countries where our selling prices are relatively low for resale in countries in which our selling prices are relatively high affect the inventory level held by our wholesalers and can cause the relative sales levels in the various countries to fluctuate from quarter to quarter and not reflect the actual consumer demand in any given quarter. These quarterly fluctuations may impact our earnings, which could adversely affect our stock price and harm our business.

Expensive litigation and government investigations have reduced and may continue to reduce our earnings.

We are involved in a number of litigation, investigation and other dispute-related matters that require us to expend substantial internal and financial resources. We expect these matters will continue to require a high level of internal and financial resources for the foreseeable future. These matters have reduced and will continue to reduce our earnings. Please see a description of our Department of Justice investigation; Interference and litigation proceedings with Idenix; ANDA litigation with generic manufacturers; and contract arbitration with Jeremy Clark in "Legal Proceedings" beginning on page 39.

The outcome of the lawsuits above, or any other lawsuits that may be brought against us, the investigation or any other investigations that may be initiated, are inherently uncertain, and adverse developments or outcomes can result in significant expenses, monetary damages, penalties or injunctive relief against us that could significantly reduce our earnings and cash flows and harm our business.

In some countries, we may be required to grant compulsory licenses for our products or face generic competition for our products.

In a number of developing countries, government officials and other interested groups have suggested that pharmaceutical companies should make drugs for HIV infection available at low cost. Alternatively, governments in those developing countries could require that we grant compulsory licenses to allow competitors to manufacture and sell their own versions of our products, thereby reducing our product sales. For example, in the past, certain offices of the government of Brazil have expressed concern over the affordability of our HIV products and declared that they were considering issuing compulsory licenses to permit the manufacture of otherwise patented products for HIV infection, including Viread. In July 2009, the Brazilian patent authority rejected our patent application for tenofovir disoproxil fumarate, the active pharmaceutical ingredient in Viread. This was the highest level of appeal available to us within the Brazilian patent authority. Because we do not currently have a patent in Brazil, the Brazilian government now purchases its supply of tenofovir disoproxil fumarate from generic manufacturers.

In addition, concerns over the cost and availability of Tamiflu related to a potential avian flu pandemic and H1N1 influenza generated international discussions over compulsory licensing of our Tamiflu patents. For example, the Canadian government considered allowing Canadian manufacturers to manufacture and export the active ingredient in Tamiflu to eligible developing and least developed countries under Canada's Access to Medicines Regime. Furthermore, Roche issued voluntary licenses to permit third-party manufacturing of Tamiflu. For example, Roche granted a sublicense to Shanghai Pharmaceutical (Group) Co., Ltd. for China and a sublicense to India's Hetero Drugs Limited for India and certain developing countries. Should one or more compulsory licenses be issued permitting generic manufacturing to override our Tamiflu patents, or should Roche issue additional voluntary licenses to permit third-party manufacturing of Tamiflu, those developments could reduce royalties we receive from Roche's sales of Tamiflu. Certain countries do not permit enforcement of our patents, and third-party manufacturers are able to sell generic versions of our products in those countries. Compulsory licenses or sales of generic versions of our products could significantly reduce our sales and adversely affect our results of operations, particularly if generic versions of our products are imported into territories where we have existing commercial sales.

Changes in royalty revenue disproportionately affect our pre-tax income, earnings per share and gross margins.

A portion of our revenues is derived from royalty revenues recognized from collaboration agreements with third parties. Royalty revenues impact our pre-tax income, earnings per share and gross margins disproportionately more than their contributions to our revenues. Any increase or decrease to our royalty revenue could be material and could significantly impact our operating results. For example, we recognized $75.5 million in royalty revenue for the year ended December 31, 2011 related to royalties received from sales of Tamiflu by Roche. Although such royalty revenue represented approximately 1% of our total revenues in 2011, it represented approximately 2% of our pre-tax income during the period. Roche's Tamiflu sales have unpredictable variability due to their strong relationship with global pandemic planning efforts. Tamiflu royalties increased sharply in 2009 and the first quarter of 2010 primarily as a result of pandemic planning initiatives worldwide. Tamiflu royalties since the second quarter of 2010 have decreased due to declining pandemic planning initiatives worldwide.

We may face significant liability resulting from our products that may not be covered by insurance and successful claims could materially reduce our earnings.

The testing, manufacturing, marketing and use of our commercial products, as well as product candidates in development, involve substantial risk of product liability claims. These claims may be made directly by consumers, healthcare providers, pharmaceutical companies or others. In recent years, coverage and availability of cost-effective product liability insurance has decreased, so we may be unable to maintain sufficient coverage for product liabilities that may arise. In addition, the cost to defend lawsuits or pay damages for product liability claims may exceed our coverage. If we are unable to maintain adequate coverage or if claims exceed our coverage, our financial condition and our ability to clinically test our product candidates and market our products will be adversely impacted. In addition, negative publicity associated with any claims, regardless of their merit, may decrease the future demand for our products and impair our financial condition.

Business disruptions from natural or man-made disasters may harm our future revenues.

Our worldwide operations could be subject to business interruptions stemming from natural or man-made disasters for which we may be self-insured. Our corporate headquarters and Fremont locations, which together house a majority of our research and development activities, and our San Dimas and Oceanside manufacturing facilities are located in California, a seismically active region. As we do not carry earthquake insurance and significant recovery time could be required to resume operations, our financial condition and operating results could be materially adversely affected in the event of a major earthquake.

Changes in our effective income tax rate could reduce our earnings.

Various factors may have favorable or unfavorable effects on our income tax rate. These factors include, but are not limited to, interpretations of existing tax laws, changes in tax laws and rates, our portion of the non-deductible pharmaceutical excise tax, the accounting for stock options and other share-based payments, mergers and acquisitions, future levels of R&D spending, changes in accounting standards, changes in the mix of earnings in the various tax jurisdictions in which we operate, changes in overall levels of pre-tax earnings and resolution of federal, state and foreign income tax audits. The impact on our income tax provision resulting from the above mentioned factors may be significant and could have a negative impact on our net income.

Our income tax returns are audited by federal, state and foreign tax authorities. We are currently under examination by the Internal Revenue Service for the 2008 and 2009 tax years and by various state and foreign jurisdictions. There are differing interpretations of tax laws and regulations, and as a result, significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions and allocations of income among various tax jurisdictions. Resolution of one or more of these exposures in any reporting period could have a material impact on the results of operations for that period.

If we fail to attract and retain highly qualified personnel, we may be unable to successfully develop new product candidates, conduct our clinical trials and commercialize our product candidates.

Our future success will depend in large part on our continued ability to attract and retain highly qualified scientific, technical and management personnel, as well as personnel with expertise in clinical testing, governmental regulation and commercialization. We face competition for personnel from other companies, universities, public and private research institutions, government entities and other organizations. Competition for qualified personnel in the biopharmaceutical field is intense, and there is a limited pool of qualified potential employees to recruit. We may not be able to attract and retain quality personnel on acceptable terms. If we are unsuccessful in our recruitment and retention efforts, our business may be harmed.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

During the third quarter of 2012, we made $205.2 million in purchases under our January 2011, three-year, $5.00 billion stock repurchase program. As of September 30, 2012, we had repurchased $869.9 million of our common stock under the January 2011 stock repurchase program with a remaining authorized amount of $4.13 billion available for repurchases under this program.

The table below summarizes our stock repurchase activity for the three months ended September 30, 2012 (in thousands, except per share amounts):

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program [1]	Maximum Fair Value of Shares that May Yet Be Purchased Under the Program [1]
July 1 – July 31, 2012	130	$ 49.43	100	$ 4,330,086
August 1 – August 31, 2012	2,018	$ 51.05	1,946	$ 4,219,184
September 1 – September 30, 2012	1,422	$ 49.93	1,414	$ 4,130,086
Total	3,570 [2]	$ 50.55	3,460 [2]	

(1) In January 2011, we announced that our Board authorized a $5.00 billion stock repurchase program, which expires in January 2014.

(2) The difference between the total number of shares purchased and the total number of shares purchased as part of publicly announced programs is due to shares of common stock withheld by us from employee restricted stock awards in order to satisfy our applicable tax withholding obligations.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Not applicable.

ITEM 6. EXHIBITS

Exhibit Footnote	Exhibit Number	Description of Document
√(1)	2.1	Agreement and Plan of Merger among Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc., dated as of March 12, 2009
†(2)	2.5	Agreement and Plan of Merger among Registrant, Merger Sub and Pharmasset, Inc., dated as of November 21, 2011
(3)	3.1	Restated Certificate of Incorporation of Registrant, as amended through May 12, 2011
(3)	3.2	Amended and Restated Bylaws of Registrant, as amended and restated on May 12, 2011
	4.1	Reference is made to Exhibit 3.1 and Exhibit 3.2
(4)	4.2	Indenture related to the Convertible Senior Notes due 2013 (2013 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 0.625% Convertible Senior Note due 2013), dated April 25, 2006
(5)	4.3	Indenture related to the Convertible Senior Notes due 2014 (2014 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 1.00% Convertible Senior Note due 2014), dated July 30, 2010
(5)	4.4	Indenture related to the Convertible Senior Notes due 2016 (2016 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 1.625% Convertible Senior Note due 2016), dated July 30, 2010
(6)	4.5	Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee
(6)	4.6	First Supplemental Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including form of Senior Notes)
(7)	4.7	Second Supplemental Indenture related to Senior Notes, dated as of December 13, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2014 Note, Form of 2016 Note, Form of 2021 Note, Form of 2041 Note)
(8)	10.1	Confirmation of OTC Convertible Note Hedge related to 2013 Notes, dated April 19, 2006, as amended and restated as of April 24, 2006, between Registrant and Bank of America, N.A.
(8)	10.2	Confirmation of OTC Warrant Transaction, dated April 19, 2006, as amended and restated as of April 24, 2006, between Registrant and Bank of America, N.A. for warrants expiring in 2013
(9)	10.3	Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated July 26, 2010, between Registrant and Goldman, Sachs & Co.
(9)	10.4	Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association
(9)	10.5	Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated July 26, 2010, between Registrant and Goldman, Sachs & Co.
(9)	10.6	Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association
(9)	10.7	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2014
(9)	10.8	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2014
(9)	10.9	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2016
(9)	10.10	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2016
(10)	10.11	Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 5, 2010, between Registrant and Goldman, Sachs & Co.

Exhibit Footnote	Exhibit Number	Description of Document
(10)	10.12	Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.13	Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 5, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.14	Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.15	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2014
(10)	10.16	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2014
(10)	10.17	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2016
(10)	10.18	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2016
(10)	10.19	Amendment to Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.20	Amendment to Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.21	Amendment to Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.22	Amendment to Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.23	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.24	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.25	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.26	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(11)	10.27	5-Year Revolving Credit Facility Credit Agreement among Registrant and Gilead Biopharmaceutics Ireland Corporation, as Borrowers, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.28	Short-Term Revolving Credit Facility Credit Agreement, among Registrant and Gilead Biopharmaceutics Ireland Corporation, as Borrowers, Bank of America, N.A., as Administrative Agent, certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.29	Term Loan Facility Credit Agreement, among Registrant, as Borrower, Bank of America, N.A., certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.30	Parent Guaranty Agreement (5-Year Revolving Credit Facility), dated as of January 12, 2012, by Registrant
(11)	10.31	Parent Guaranty Agreement (Short-Term Revolving Credit Facility), dated as of January 12, 2012, by Registrant

Exhibit Footnote	Exhibit Number	Description of Document
*(12)	10.32	Gilead Sciences, Inc. 1991 Stock Option Plan, as amended through January 29, 2003
*(13)	10.33	Form of option agreements used under the 1991 Stock Option Plan
*(12)	10.34	Gilead Sciences, Inc. 1995 Non-Employee Directors' Stock Option Plan, as amended through January 30, 2002
*(14)	10.35	Form of option agreement used under the Gilead Sciences, Inc. 1995 Non-Employee Directors' Stock Option Plan
*(15)	10.36	Gilead Sciences, Inc. 2004 Equity Incentive Plan, as amended through May 6, 2009
*(16)	10.37	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants prior to February 2008)
*(17)	10.38	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants made February 2008 through April 2009)
*(18)	10.39	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in May 2009)
*(19)	10.40	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in February 2010)
*(20)	10.41	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for 2011 and subsequent year grants)
*(17)	10.42	Form of non-employee director stock option agreement used under 2004 Equity Incentive Plan (for grants prior to 2008)
*(17)	10.43	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for initial grants made in 2008)
*(17)	10.44	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants made in May 2008)
*(18)	10.45	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants commencing in May 2009)
*(21)	10.46	Form of restricted stock unit issuance agreement used under 2004 Equity Incentive Plan (for annual grants to non-employee directors commencing in May 2012)
*(18)	10.47	Form of restricted stock award agreement used under 2004 Equity Incentive Plan (for annual grants to certain non-employee directors prior to May 2012)
*(18)	10.48	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2009)
*(19)	10.49	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2010)
*(20)	10.50	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2011)
*(22)	10.51	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2012)
*(23)	10.52	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made prior to May 2009)
*(18)	10.53	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers commencing in May 2009)
*(24)	10.54	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (service-based vesting for certain executive officers commencing in November 2009)
*(20)	10.55	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (service-based vesting for certain executive officers commencing in 2011)

Exhibit Footnote	Exhibit Number	Description of Document
*(19)	10.56	Gilead Sciences, Inc. Employee Stock Purchase Plan, amended and restated on November 3, 2009
*(25)	10.57	Gilead Sciences, Inc. International Employee Stock Purchase Plan, adopted November 3, 2009
*(26)	10.58	Gilead Sciences, Inc. Deferred Compensation Plan-Basic Plan Document
*(26)	10.59	Gilead Sciences, Inc. Deferred Compensation Plan-Adoption Agreement
*(26)	10.60	Addendum to the Gilead Sciences, Inc. Deferred Compensation Plan
*(27)	10.61	Gilead Sciences, Inc. 2005 Deferred Compensation Plan, as amended and restated on October 23, 2008
*(22)	10.62	Gilead Sciences, Inc. Severance Plan, as amended on January 26, 2012
*(16)	10.63	Gilead Sciences, Inc. Corporate Bonus Plan
*(3)	10.64	Amended and Restated Gilead Sciences, Inc. Code Section 162(m) Bonus Plan
*(28)	10.65	2012 Base Salaries for the Named Executive Officers
*(29)	10.66	Offer Letter dated April 16, 2008 between Registrant and Robin Washington
*(13)	10.67	Form of Indemnity Agreement entered into between Registrant and its directors and executive officers
*(13)	10.68	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees
*(19)	10.69	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees (revised in September 2006)
+(30)	10.70	Amended and Restated Collaboration Agreement by and among Registrant, Gilead Holdings, LLC, Bristol-Myers Squibb Company, E.R. Squibb & Sons, L.L.C., and Bristol-Myers Squibb & Gilead Sciences, LLC, dated September 28, 2006
(17)	10.71	Commercialization Agreement by and between Gilead Sciences Limited and Bristol-Myers Squibb Company, dated December 10, 2007
+(31)	10.72	Amendment Agreement, dated October 25, 1993, between Registrant, the Institute of Organic Chemistry and Biochemistry (IOCB) and Rega Stichting v.z.w. (REGA), together with the following exhibits: the License Agreement, dated December 15, 1991, between Registrant, IOCB and REGA (the 1991 License Agreement), the License Agreement, dated October 15, 1992, between Registrant, IOCB and REGA (the October 1992 License Agreement) and the License Agreement, dated December 1, 1992, between Registrant, IOCB and REGA (the December 1992 License Agreement)
(32)	10.73	Amendment Agreement between Registrant and IOCB/REGA, dated December 27, 2000 amending the 1991 License Agreement and the December 1992 License Agreement
(30)	10.74	Sixth Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant, dated August 18, 2006 amending the October 1992 License Agreement and the December 1992 License Agreement
+(30)	10.75	Development and License Agreement among Registrant and F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc., dated September 27, 1996
+(33)	10.76	First Amendment and Supplement dated November 15, 2005 to the Development and Licensing Agreement between Registrant, F. Hoffmann-La Roche Ltd and Hoffman-La Roche Inc. dated September 27, 1996
+(34)	10.77	Second Amendment dated December 22, 2011 to the Development and Licensing Agreement between Registrant, F. Hoffmann-La Roche Ltd and Hoffman-La Roche Inc. dated September 27, 1996
+(35)	10.78	Exclusive License Agreement between Registrant (as successor to Triangle Pharmaceuticals, Inc.), Glaxo Group Limited, The Wellcome Foundation Limited, Glaxo Wellcome Inc. and Emory University, dated May 6, 1999
+(36)	10.79	Royalty Sale Agreement by and among Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 18, 2005

Exhibit Footnote	Exhibit Number	Description of Document
+(36)	10.80	Amended and Restated License Agreement between Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 21, 2005
+(37)	10.81	License Agreement between Japan Tobacco Inc. and Registrant, dated March 22, 2005
+(38)	10.82	First Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated May 19, 2005
+(38)	10.83	Second Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated May 17, 2010
+(38)	10.84	Third Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated July 5, 2011
+(38)	10.85	Fourth Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated July 5, 2011
+(39)	10.86	License Agreement between Registrant (as successor to Myogen, Inc.) and Abbott Deutschland Holding GmbH dated October 8, 2001
+(39)	10.87	License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated March 27, 1996
+(40)	10.88	First Amendment to License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated July 3, 1997
(40)	10.89	Amendment No. 2 to License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated November 30. 1999
+(41)	10.90	Amendment No. 4 to License Agreement with Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated June 20, 2006
+(34)	10.91	Amendment No. 5 to License Agreement with Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated December 22, 2011
+(42)	10.92	License and Collaboration Agreement by and among Registrant, Gilead Sciences Limited and Tibotec Pharmaceuticals, dated July 16, 2009
+(38)	10.93	Second Amendment to License and Collaboration Agreement by and among Registrant, Gilead Sciences Limited and Tibotec Pharmaceuticals, dated July 1, 2011
+(43)	10.94	Master Clinical and Commercial Supply Agreement between Gilead World Markets, Limited, Registrant and Patheon Inc., dated January 1, 2003
+(36)	10.95	Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama), Ltd., dated July 17, 2003
+(44)	10.96	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated May 10, 2007
+(27)	10.97	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated December 5, 2008
+(20)	10.98	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated February 3. 2011
+(45)	10.99	Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and Ampac Fine Chemicals LLC, dated November 3, 2010
+(33)	10.100	Restated and Amended Toll Manufacturing Agreement between Gilead Sciences Limited, Registrant and Nycomed GmbH (formerly ALTANA Pharma Oranienburg GmbH), dated November 7, 2005
+(8)	10.101	Emtricitabine Manufacturing Supply Agreement between Gilead Sciences Limited and Evonik Degussa GmbH (formerly known as Degussa AG), dated June 6, 2006
+(9)	10.102	Amendment No. 1 to Emtricitabine Manufacturing Supply Agreement between Gilead Sciences Limited and Evonik Degussa GmbH (formerly known as Degussa AG), dated April 30, 2010
+(27)	10.103	Purchase and Sale Agreement and Escrow Instructions between Electronics for Imaging, Inc. and Registrant, dated October 23, 2008

Exhibit Footnote	Exhibit Number	Description of Document
	10.104	Purchase and Sale Agreement and Joint Escrow Instructions between Electronics for Imaging, Inc. and Registrant, dated July 18, 2012
	31.1	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
	31.2	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
	32.1**	Certifications of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)
	101***	The following materials from Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012, formatted in Extensible Business Reporting Language (XBRL) includes: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Income, (iii) Condensed Consolidated Statements of Other Comprehensive Income, (iv) Condensed Consolidated Statements of Cash Flows and (v) Notes to Condensed Consolidated Financial Statements.

(1) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on March 12, 2009, and incorporated herein by reference.

(2) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on November 25, 2011, and incorporated herein by reference.

(3) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 17, 2011, and incorporated herein by reference.

(4) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 25, 2006, and incorporated herein by reference.

(5) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on August 2, 2010, and incorporated herein by reference.

(6) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 1, 2011, and incorporated herein by reference.

(7) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 13, 2011, and incorporated herein by reference.

(8) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006, and incorporated herein by reference.

(9) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, and incorporated herein by reference.

(10) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, and incorporated herein by reference.

(11) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on January 17, 2012, and incorporated herein by reference.

(12) Filed as an exhibit to Registrant's Registration Statement on Form S-8 (No. 333-102912) filed on January 31, 2003, and incorporated herein by reference.

(13) Filed as an exhibit to Registrant's Registration Statement on Form S-1 (No. 33-55680), as amended, and incorporated herein by reference.

(14) Filed as an exhibit to Registrant's Annual Report on Form 10-K/A for the fiscal year ended December 31, 1998, and incorporated herein by reference.

(15) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 11, 2009, and incorporated herein by reference.

(16) Filed as an exhibit to Registrant's Current Report on Form 8-K/A filed on February 22, 2006, and incorporated herein by reference.

(17) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, and incorporated herein by reference.

(18) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.

(19) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2009, and incorporated herein by reference.

(20) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, and incorporated herein by reference.

(21) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, and incorporated herein by reference.

(22) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.

(23) Filed as an exhibit to Registrant's Current Report on Form 8-K first filed on December 19, 2007, and incorporated herein by reference.

(24) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, and incorporated herein by reference.

(25) Filed as an exhibit to Registrant's Registration Statement on Form S-8 (No. 333-163871) filed on December 21, 2009, and incorporated herein by reference.

(26) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, and incorporated herein by reference.

(27) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.

(28) Information is included in Registrant's Current Report on Form 8-K filed on February 1, 2012, and incorporated herein by reference.

(29) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, and incorporated herein by reference.

(30) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2006, and incorporated herein by reference.

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(35) Filed as an exhibit to Triangle Pharmaceuticals, Inc.'s Quarterly Report on Form 10-Q/A filed on November 3, 1999, and incorporated herein by reference.

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(37) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, and incorporated herein by reference.

(38) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011, and incorporated herein by reference.

(39) Filed as an exhibit to Myogen, Inc.'s Registration Statement on Form S-1 (No. 333-108301), as amended, originally filed on August 28, 2003, and incorporated herein by reference.

(40) Filed as an exhibit to CV Therapeutics, Inc.'s Registration Statement on Form S-3 (No. 333-59318), as amended, originally filed on April 20, 2001, and incorporated herein by reference.

(41) Filed as an exhibit to CV Therapeutics, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2006, and incorporated herein by reference.

(42) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.

(43) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2003, and incorporated herein by reference.

(44) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on August 7, 2007, and incorporated herein by reference.

(45) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and incorporated herein by reference.

√ The Agreement and Plan of Merger (the Merger Agreement) contains representations and warranties of Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. made solely to each other as of specific dates. Those representations and warranties were made solely for purposes of the Merger Agreement and may be subject to important qualifications and limitations agreed to by Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a standard of materiality provided for in the Merger Agreement and have been used for the purpose of allocating risk among Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. rather than establishing matters as facts.

† The Agreement and Plan of Merger (the Pharmasset Merger Agreement) contains representations and warranties of Registrant, Merger Sub and Pharmasset, Inc. made solely to each other as of specific dates. Those representations and warranties were made solely for purposes of the Pharmasset Merger Agreement and may be subject to important qualifications and limitations agreed to by Registrant, Merger Sub and Pharmasset, Inc.. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a standard of materiality provided for in the Pharmasset Merger Agreement and have been used for the purpose of allocating risk among Registrant, Merger Sub and Pharmasset, Inc. rather than establishing matters as facts.

* Management contract or compensatory plan or arrangement.

** This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

*** XBRL information is filed herewith.

+ Certain confidential portions of this Exhibit were omitted by means of marking such portions with an asterisk (the Mark). This Exhibit has been filed separately with the Secretary of the SEC without the Mark pursuant to Registrant's Application Requesting Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GILEAD SCIENCES, INC.
(Registrant)

Date: November 6, 2012

/s/ JOHN C. MARTIN

John C. Martin, Ph.D.
Chairman and Chief Executive Officer
(Principal Executive Officer)

Date: November 6, 2012

/s/ ROBIN L. WASHINGTON

Robin L. Washington
Senior Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit Index

Exhibit Footnote	Exhibit Number	Description of Document
√(1)	2.1	Agreement and Plan of Merger among Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc., dated as of March 12, 2009
†(2)	2.5	Agreement and Plan of Merger among Registrant, Merger Sub and Pharmasset, Inc., dated as of November 21, 2011
(3)	3.1	Restated Certificate of Incorporation of Registrant, as amended through May 12, 2011
(3)	3.2	Amended and Restated Bylaws of Registrant, as amended and restated on May 12, 2011
	4.1	Reference is made to Exhibit 3.1 and Exhibit 3.2
(4)	4.2	Indenture related to the Convertible Senior Notes due 2013 (2013 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 0.625% Convertible Senior Note due 2013), dated April 25, 2006
(5)	4.3	Indenture related to the Convertible Senior Notes due 2014 (2014 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 1.00% Convertible Senior Note due 2014), dated July 30, 2010
(5)	4.4	Indenture related to the Convertible Senior Notes due 2016 (2016 Notes), between Registrant and Wells Fargo Bank, National Association, as trustee (including form of 1.625% Convertible Senior Note due 2016), dated July 30, 2010
(6)	4.5	Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee
(6)	4.6	First Supplemental Indenture related to Senior Notes, dated as of March 30, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including form of Senior Notes)
(7)	4.7	Second Supplemental Indenture related to Senior Notes, dated as of December 13, 2011, between Registrant and Wells Fargo, National Association, as Trustee (including Form of 2014 Note, Form of 2016 Note, Form of 2021 Note, Form of 2041 Note)
(8)	10.1	Confirmation of OTC Convertible Note Hedge related to 2013 Notes, dated April 19, 2006, as amended and restated as of April 24, 2006, between Registrant and Bank of America, N.A.
(8)	10.2	Confirmation of OTC Warrant Transaction, dated April 19, 2006, as amended and restated as of April 24, 2006, between Registrant and Bank of America, N.A. for warrants expiring in 2013
(9)	10.3	Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated July 26, 2010, between Registrant and Goldman, Sachs & Co.
(9)	10.4	Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association
(9)	10.5	Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated July 26, 2010, between Registrant and Goldman, Sachs & Co.
(9)	10.6	Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association
(9)	10.7	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2014
(9)	10.8	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2014
(9)	10.9	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2016
(9)	10.10	Confirmation of OTC Warrant Transaction, dated July 26, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2016

Exhibit Footnote	Exhibit Number	Description of Document
(10)	10.11	Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 5, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.12	Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.13	Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 5, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.14	Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.15	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2014
(10)	10.16	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2014
(10)	10.17	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and Goldman, Sachs & Co. for warrants expiring in 2016
(10)	10.18	Confirmation of OTC Additional Warrant Transaction, dated August 5, 2010, between Registrant and JPMorgan Chase Bank, National Association for warrants expiring in 2016
(10)	10.19	Amendment to Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.20	Amendment to Confirmation of OTC Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.21	Amendment to Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.22	Amendment to Confirmation of OTC Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.23	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.24	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2014 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(10)	10.25	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and Goldman, Sachs & Co.
(10)	10.26	Amendment to Confirmation of OTC Additional Convertible Note Hedge related to 2016 Notes, dated August 30, 2010, between Registrant and JPMorgan Chase Bank, National Association
(11)	10.27	5-Year Revolving Credit Facility Credit Agreement among Registrant and Gilead Biopharmaceutics Ireland Corporation, as Borrowers, Bank of America, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.28	Short-Term Revolving Credit Facility Credit Agreement, among Registrant and Gilead Biopharmaceutics Ireland Corporation, as Borrowers, Bank of America, N.A., as Administrative Agent, certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.29	Term Loan Facility Credit Agreement, among Registrant, as Borrower, Bank of America, N.A., certain other lenders parties thereto, Barclays Capital, as Syndication Agent, and Goldman Sachs Bank USA, JPMorgan Chase Bank, N.A., Royal Bank of Canada and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of January 12, 2012
(11)	10.30	Parent Guaranty Agreement (5-Year Revolving Credit Facility), dated as of January 12, 2012, by Registrant

Exhibit Footnote	Exhibit Number	Description of Document
(11)	10.31	Parent Guaranty Agreement (Short-Term Revolving Credit Facility), dated as of January 12, 2012, by Registrant
*(12)	10.32	Gilead Sciences, Inc. 1991 Stock Option Plan, as amended through January 29, 2003
*(13)	10.33	Form of option agreements used under the 1991 Stock Option Plan
*(12)	10.34	Gilead Sciences, Inc. 1995 Non-Employee Directors' Stock Option Plan, as amended through January 30, 2002
*(14)	10.35	Form of option agreement used under the Gilead Sciences, Inc. 1995 Non-Employee Directors' Stock Option Plan
*(15)	10.36	Gilead Sciences, Inc. 2004 Equity Incentive Plan, as amended through May 6, 2009
*(16)	10.37	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants prior to February 2008)
*(17)	10.38	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants made February 2008 through April 2009)
*(18)	10.39	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in May 2009)
*(19)	10.40	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for grants commencing in February 2010)
*(20)	10.41	Form of employee stock option agreement used under 2004 Equity Incentive Plan (for 2011 and subsequent year grants)
*(17)	10.42	Form of non-employee director stock option agreement used under 2004 Equity Incentive Plan (for grants prior to 2008)
*(17)	10.43	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for initial grants made in 2008)
*(17)	10.44	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants made in May 2008)
*(18)	10.45	Form of non-employee director option agreement used under 2004 Equity Incentive Plan (for annual grants commencing in May 2009)
*(21)	10.46	Form of restricted stock unit issuance agreement used under 2004 Equity Incentive Plan (for annual grants to non-employee directors commencing in May 2012)
*(18)	10.47	Form of restricted stock award agreement used under 2004 Equity Incentive Plan (for annual grants to certain non-employee directors prior to May 2012)
*(18)	10.48	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2009)
*(19)	10.49	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2010)
*(20)	10.50	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2011)
*(22)	10.51	Form of performance share award agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made in 2012)
*(23)	10.52	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers made prior to May 2009)
*(18)	10.53	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (for grants to certain executive officers commencing in May 2009)
*(24)	10.54	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (service-based vesting for certain executive officers commencing in November 2009)

Exhibit Footnote	Exhibit Number	Description of Document
*(20)	10.55	Form of restricted stock unit issuance agreement used under the 2004 Equity Incentive Plan (service-based vesting for certain executive officers commencing in 2011)
*(19)	10.56	Gilead Sciences, Inc. Employee Stock Purchase Plan, amended and restated on November 3, 2009
*(25)	10.57	Gilead Sciences, Inc. International Employee Stock Purchase Plan, adopted November 3, 2009
*(26)	10.58	Gilead Sciences, Inc. Deferred Compensation Plan-Basic Plan Document
*(26)	10.59	Gilead Sciences, Inc. Deferred Compensation Plan-Adoption Agreement
*(26)	10.60	Addendum to the Gilead Sciences, Inc. Deferred Compensation Plan
*(27)	10.61	Gilead Sciences, Inc. 2005 Deferred Compensation Plan, as amended and restated on October 23, 2008
*(22)	10.62	Gilead Sciences, Inc. Severance Plan, as amended on January 26, 2012
*(16)	10.63	Gilead Sciences, Inc. Corporate Bonus Plan
*(3)	10.64	Amended and Restated Gilead Sciences, Inc. Code Section 162(m) Bonus Plan
*(28)	10.65	2012 Base Salaries for the Named Executive Officers
*(29)	10.66	Offer Letter dated April 16, 2008 between Registrant and Robin Washington
*(13)	10.67	Form of Indemnity Agreement entered into between Registrant and its directors and executive officers
*(13)	10.68	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees
*(19)	10.69	Form of Employee Proprietary Information and Invention Agreement entered into between Registrant and certain of its officers and key employees (revised in September 2006)
+(30)	10.70	Amended and Restated Collaboration Agreement by and among Registrant, Gilead Holdings, LLC, Bristol-Myers Squibb Company, E.R. Squibb & Sons, L.L.C., and Bristol-Myers Squibb & Gilead Sciences, LLC, dated September 28, 2006
(17)	10.71	Commercialization Agreement by and between Gilead Sciences Limited and Bristol-Myers Squibb Company, dated December 10, 2007
+(31)	10.72	Amendment Agreement, dated October 25, 1993, between Registrant, the Institute of Organic Chemistry and Biochemistry (IOCB) and Rega Stichting v.z.w. (REGA), together with the following exhibits: the License Agreement, dated December 15, 1991, between Registrant, IOCB and REGA (the 1991 License Agreement), the License Agreement, dated October 15, 1992, between Registrant, IOCB and REGA (the October 1992 License Agreement) and the License Agreement, dated December 1, 1992, between Registrant, IOCB and REGA (the December 1992 License Agreement)
(32)	10.73	Amendment Agreement between Registrant and IOCB/REGA, dated December 27, 2000 amending the 1991 License Agreement and the December 1992 License Agreement
(30)	10.74	Sixth Amendment Agreement to the License Agreement, between IOCB/REGA and Registrant, dated August 18, 2006 amending the October 1992 License Agreement and the December 1992 License Agreement
+(30)	10.75	Development and License Agreement among Registrant and F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc., dated September 27, 1996
+(33)	10.76	First Amendment and Supplement dated November 15, 2005 to the Development and Licensing Agreement between Registrant, F. Hoffmann-La Roche Ltd and Hoffman-La Roche Inc. dated September 27, 1996
+(34)	10.77	Second Amendment dated December 22, 2011 to the Development and Licensing Agreement between Registrant, F. Hoffmann-La Roche Ltd and Hoffman-La Roche Inc. dated September 27, 1996
+(35)	10.78	Exclusive License Agreement between Registrant (as successor to Triangle Pharmaceuticals, Inc.), Glaxo Group Limited, The Wellcome Foundation Limited, Glaxo Wellcome Inc. and Emory University, dated May 6, 1999

Exhibit Footnote	Exhibit Number	Description of Document
+(36)	10.79	Royalty Sale Agreement by and among Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 18, 2005
+(36)	10.80	Amended and Restated License Agreement between Registrant, Emory University and Investors Trust & Custodial Services (Ireland) Limited, solely in its capacity as Trustee of Royalty Pharma, dated July 21, 2005
+(37)	10.81	License Agreement between Japan Tobacco Inc. and Registrant, dated March 22, 2005
+(38)	10.82	First Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated May 19, 2005
+(38)	10.83	Second Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated May 17, 2010
+(38)	10.84	Third Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated July 5, 2011
+(38)	10.85	Fourth Amendment to License Agreement between Japan Tobacco Inc. and Registrant, dated July 5, 2011
+(39)	10.86	License Agreement between Registrant (as successor to Myogen, Inc.) and Abbott Deutschland Holding GmbH dated October 8, 2001
+(39)	10.87	License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated March 27, 1996
+(40)	10.88	First Amendment to License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated July 3, 1997
(40)	10.89	Amendment No. 2 to License Agreement between Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated November 30. 1999
+(41)	10.90	Amendment No. 4 to License Agreement with Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated June 20, 2006
+(34)	10.91	Amendment No. 5 to License Agreement with Registrant (as successor to CV Therapeutics, Inc.) and Roche Palo Alto LLC (successor in interest by merger to Syntex (U.S.A.) Inc.), dated December 22, 2011
+(42)	10.92	License and Collaboration Agreement by and among Registrant, Gilead Sciences Limited and Tibotec Pharmaceuticals, dated July 16, 2009
+(38)	10.93	Second Amendment to License and Collaboration Agreement by and among Registrant, Gilead Sciences Limited and Tibotec Pharmaceuticals, dated July 1, 2011
+(43)	10.94	Master Clinical and Commercial Supply Agreement between Gilead World Markets, Limited, Registrant and Patheon Inc., dated January 1, 2003
+(36)	10.95	Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama), Ltd., dated July 17, 2003
+(44)	10.96	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated May 10, 2007
+(27)	10.97	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated December 5, 2008
+(20)	10.98	Addendum to Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and PharmaChem Technologies (Grand Bahama) Ltd., dated February 3. 2011
+(45)	10.99	Tenofovir Disoproxil Fumarate Manufacturing Supply Agreement by and between Gilead Sciences Limited and Ampac Fine Chemicals LLC, dated November 3, 2010
+(33)	10.100	Restated and Amended Toll Manufacturing Agreement between Gilead Sciences Limited, Registrant and Nycomed GmbH (formerly ALTANA Pharma Oranienburg GmbH), dated November 7, 2005
+(8)	10.101	Emtricitabine Manufacturing Supply Agreement between Gilead Sciences Limited and Evonik Degussa GmbH (formerly known as Degussa AG), dated June 6, 2006
+(9)	10.102	Amendment No. 1 to Emtricitabine Manufacturing Supply Agreement between Gilead Sciences Limited and Evonik Degussa GmbH (formerly known as Degussa AG), dated April 30, 2010

Exhibit Footnote	Exhibit Number	Description of Document
+(27)	10.103	Purchase and Sale Agreement and Escrow Instructions between Electronics for Imaging, Inc. and Registrant, dated October 23, 2008
	10.104	Purchase and Sale Agreement and Joint Escrow Instructions between Electronics for Imaging, Inc. and Registrant, dated July 18, 2012
	31.1	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
	31.2	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as amended
	32.1**	Certifications of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)
	101***	The following materials from Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2012, formatted in Extensible Business Reporting Language (XBRL) includes: (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Income, (iii) Condensed Consolidated Statements of Other Comprehensive Income, (iv) Condensed Consolidated Statements of Cash Flows and (v) Notes to Condensed Consolidated Financial Statements.

(1) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on March 12, 2009, and incorporated herein by reference.

(2) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on November 25, 2011, and incorporated herein by reference.

(3) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 17, 2011, and incorporated herein by reference.

(4) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 25, 2006, and incorporated herein by reference.

(5) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on August 2, 2010, and incorporated herein by reference.

(6) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on April 1, 2011, and incorporated herein by reference.

(7) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on December 13, 2011, and incorporated herein by reference.

(8) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2006, and incorporated herein by reference.

(9) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2010, and incorporated herein by reference.

(10) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, and incorporated herein by reference.

(11) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on January 17, 2012, and incorporated herein by reference.

(12) Filed as an exhibit to Registrant's Registration Statement on Form S-8 (No. 333-102912) filed on January 31, 2003, and incorporated herein by reference.

(13) Filed as an exhibit to Registrant's Registration Statement on Form S-1 (No. 33-55680), as amended, and incorporated herein by reference.

(14) Filed as an exhibit to Registrant's Annual Report on Form 10-K/A for the fiscal year ended December 31, 1998, and incorporated herein by reference.

(15) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on May 11, 2009, and incorporated herein by reference.

(16) Filed as an exhibit to Registrant's Current Report on Form 8-K/A filed on February 22, 2006, and incorporated herein by reference.

(17) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2007, and incorporated herein by reference.

(18) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, and incorporated herein by reference.

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(21) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2012, and incorporated herein by reference.

(22) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, and incorporated herein by reference.

(23) Filed as an exhibit to Registrant's Current Report on Form 8-K first filed on December 19, 2007, and incorporated herein by reference.

(24) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, and incorporated herein by reference.

(25) Filed as an exhibit to Registrant's Registration Statement on Form S-8 (No. 333-163871) filed on December 21, 2009, and incorporated herein by reference.

(26) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2001, and incorporated herein by reference.

(27) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, and incorporated herein by reference.

(28) Information is included in Registrant's Current Report on Form 8-K filed on February 1, 2012, and incorporated herein by reference.

(29) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008, and incorporated herein by reference.

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(31) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended March 31, 1994, and incorporated herein by reference.

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(35) Filed as an exhibit to Triangle Pharmaceuticals, Inc.'s Quarterly Report on Form 10-Q/A filed on November 3, 1999, and incorporated herein by reference.

(36) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2005, and incorporated herein by reference.

(37) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2005, and incorporated herein by reference.

(38) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2011, and incorporated herein by reference.

(39) Filed as an exhibit to Myogen, Inc.'s Registration Statement on Form S-1 (No. 333-108301), as amended, originally filed on August 28, 2003, and incorporated herein by reference.

(40) Filed as an exhibit to CV Therapeutics, Inc.'s Registration Statement on Form S-3 (No. 333-59318), as amended, originally filed on April 20, 2001, and incorporated herein by reference.

(41) Filed as an exhibit to CV Therapeutics, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2006, and incorporated herein by reference.

(42) Filed as an exhibit to Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2009, and incorporated herein by reference.

(43) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2003, and incorporated herein by reference.

(44) Filed as an exhibit to Registrant's Current Report on Form 8-K filed on August 7, 2007, and incorporated herein by reference.

(45) Filed as an exhibit to Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and incorporated herein by reference.

√ The Agreement and Plan of Merger (the Merger Agreement) contains representations and warranties of Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. made solely to each other as of specific dates. Those representations and warranties were made solely for purposes of the Merger Agreement and may be subject to important qualifications and limitations agreed to by Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a standard of materiality provided for in the Merger Agreement and have been used for the purpose of allocating risk among Registrant, Apex Merger Sub, Inc. and CV Therapeutics, Inc. rather than establishing matters as facts.

† The Agreement and Plan of Merger (the Pharmasset Merger Agreement) contains representations and warranties of Registrant, Merger Sub and Pharmasset, Inc. made solely to each other as of specific dates. Those representations and warranties were made solely for purposes of the Pharmasset Merger Agreement and may be subject to important qualifications and limitations agreed to by Registrant, Merger Sub and Pharmasset, Inc.. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a standard of materiality provided for in the Pharmasset Merger Agreement and have been used for the purpose of allocating risk among Registrant, Merger Sub and Pharmasset, Inc. rather than establishing matters as facts.

* Management contract or compensatory plan or arrangement.

** This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.

*** XBRL information is filed herewith.

+ Certain confidential portions of this Exhibit were omitted by means of marking such portions with an asterisk (the Mark). This Exhibit has been filed separately with the Secretary of the SEC without the Mark pursuant to Registrant's Application Requesting Confidential Treatment under Rule 24b-2 under the Securities Exchange Act of 1934, as amended.

Exhibit 10.104

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (the "***Agreement***") is made as of July 18, 2012 (the "***Effective Date***") by and between Electronics For Imaging, Inc., a Delaware corporation ("***Seller***"), and Gilead Sciences, Inc., a Delaware corporation ("***Buyer***"), in the following factual context:

A. Seller is the owner of certain real property, consisting of approximately 4.02 acres and improved by one building of approximately 293,752 gross square feet known as 303 Velocity Way, in the City of Foster City (the "***City***"), San Mateo County (the "***County***"), California 94404 (APN 94-122-140) ("***Seller's Property***"), all as more particularly described in **Exhibit A-1** and as shown on the assessor's parcel map attached as **Exhibit A-2**.

B. In January 2009 Buyer purchased from Seller approximately 30 acres of real property (APN 94-122-050, 060, 070, 080, 110, 120, 130 and 150 and Parcel A as shown on Map of Tract No. 92-83) improved with a building containing approximately 163,000 gross square feet known as 301 Velocity Way, which together with the Seller's Property comprise a contemplated master plan development as set forth in the Vintage Park General Development Plan (the "***Project***"). Buyer is also a current tenant of portions of two floors of the Building (as defined in Section 1.2 below) contemplated for acquisition by Buyer under this Agreement pursuant to that certain Sublease dated as of February 28, 2011 between Seller, as landlord, and Buyer, as tenant (the "***Gilead Sublease***").

C. Buyer now desires to purchase Seller's Property from Seller so that Buyer will be the sole owner and developer of the Project, and Seller desires to sell the Seller's Property to Buyer, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of One Hundred Dollars paid by Buyer to Seller, the covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller and Buyer agree as follows:

Section 1. AGREEMENT OF SALE

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following assets (collectively, the "***Property***"):

1.1 Land. Seller's Property, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the real property; (b) all development rights, air rights, air credits, water, water rights and water stock relating to the real property; and (c) all right, title and interest of Seller in and to any streets, alleys, passages, common areas, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property (collectively, the "***Land***");

1.2 Improvements. Any and all buildings, structures, systems, facilities, fixtures, fences and parking areas located on the Land, and any and all machinery, equipment, apparatus and appliances (not owned by tenants) used in connection with the operation or occupancy of the Land, including without limitation the office building containing approximately 293,752 square feet

of gross building area commonly known as 303 Velocity Way (commonly known as "***the Building***"), Foster City, California 94404 (collectively, the "***Improvements***");

1.3 Personal Property. All of Seller's right, title and interest in and to the tangible personal property (not owned by tenants) located on and used in connection with the operation of the Land and Improvements that is listed on **Exhibit B** (collectively, the "***Personal Property***"). The Personal Property shall not include any personal property used in connection with Seller's occupancy of the Property, such as workstations, furniture, office equipment, case work or cabling (collectively, the "***Retained Personal Property***"). The Retained Personal Property shall include the dining tables and chairs in Café Fiery, the first floor lobby area furniture, all gym equipment located in the fitness center and all racks, cages and other information technology infrastructure located in the IT room, both on the second floor of the Building.

1.4 Leases. All of Seller's right, title and interest in and to all of the leases, licenses and other occupancy agreements with tenants of the Property which are listed on **Exhibit C** that Buyer elects to assume by so stating in the Approval Notice (as defined in Section 3.2 below) (the "***Leases***"), together with all rental deposits, security deposits and other deposits given by tenants to secure their performance under the Leases;

1.5 Contracts. All of Seller's right, title and interest in and to any of the contracts and agreements which are listed on **Exhibit D** that Buyer elects to assume by so stating in the Approval Notice; provided, however, that the following contracts shall be assumed by Buyer at Closing: (a) the Service Agreement with Siemens Industries, Inc., dated April 13, 2012 ("***Siemens Contract***"), and (b) the Rental Agreement with AquaPrix, Inc. dated November 7, 2011 ("***AquaPrix Contract***") subject to obtaining any requisite consents; and

1.6 Other Assets. All of Seller's right, title and interest in and to all tangible and intangible assets of any nature relating exclusively to the Land, the Improvements and/or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the extent such warranties are assignable; (b) copies of all plans, specifications, engineering drawings and prints in Seller's possession or control relating to the construction of the Improvements; and (c) all other intellectual or intangible property used by Seller in connection with the Land, the Improvements and/or the Personal Property (collectively, the "***Other Assets***").

Section 2. PURCHASE PRICE

2.1 Amount. The purchase price for the Property (the "***Purchase Price***") shall be One Hundred Eighty Million Dollars ($180,000,000).

2.2 Payment. Buyer shall pay the Purchase Price to Seller as follows:

2.2.1 Deposit. Within three (3) business days after the Effective Date, and as a condition precedent to the effectiveness of this Agreement, Buyer shall deposit in escrow ("***Escrow***") with the Title Company (as defined in Section 3.3) the sum of Five Million Dollars ($5,000,000) in immediately available funds (together with any interest accrued thereon) (the "***Deposit***"). The Title Company shall place the Deposit in an interest-bearing account with either Bank of America, N.A. or Wells Fargo Bank, N.A. or other financial institution acceptable to Buyer and Seller.

2.2.2 Application of Deposit. If the sale of the Property pursuant to this Agreement is consummated, the Deposit and all accrued interest shall be credited against the Purchase Price. If the sale of the Property pursuant to this Agreement is not consummated as a result of (i) a default by Seller, (ii) termination of this Agreement pursuant to Sections 3.2, 3.4, 4.3.1, 4.3.2, 5.12 or 12, or (iii) failure of an express condition for the benefit of Buyer, the Deposit shall be returned to Buyer (other than as set forth in Section 4.3.2).

2.2.3 Payment of Balance. On or before the Closing Date (as defined in Section 9.19.1), Buyer shall pay the balance of the Purchase Price by electronic transfer of immediately available funds into escrow.

2.2.4 Allocation of Purchase Price. Buyer and Seller shall use reasonable good faith efforts to agree, prior to expiration of the Due Diligence Period, upon the allocation of the Purchase Price paid for the Property in accordance with Section 1060 of the Internal Revenue Code of 1986 (as amended) (" **Code**").

2.2.5 Liquidated Damages. IN THE EVENT THE SALE OF THE PROPERTY TO BUYER IS NOT CONSUMMATED AS A RESULT OF BUYER'S MATERIAL DEFAULT (HEREAFTER DEFINED IN SECTION11.1 11.1 BELOW) IN PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY, SELLER MAY TERMINATE THIS AGREEMENT AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH SECTION 11.4. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, IN THE EVENT OF BUYER'S MATERIAL BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, THE PARTIES HAVE AGREED, AFTER NEGOTIATION, THAT THE DEPOSIT SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE RIGHT TO DAMAGES AND THAT THIS SUM REPRESENTS A REASONABLE ESTIMATE OF THE ACTUAL DAMAGES SELLER WOULD INCUR AS A RESULT OF BUYER'S DEFAULT IN THE PERFORMANCE OF ITS OBLIGATION TO PURCHASE THE PROPERTY. THE FOREGOING SHALL NOT LIMIT SELLER'S RIGHT TO RECOVERY UNDER ANY INDEMNITY BY BUYER IN CONNECTION WITH THIS AGREEMENT13.8. SELLER WAIVES ANY RIGHT TO SPECIFIC PERFORMANCE OR DAMAGES OTHER THAN AS SET FORTH IN THIS SECTION 2.2.5. BY INITIALING IN THE SPACES WHICH FOLLOW, SELLER AND BUYER SPECIFICALLY AND EXPRESSLY AGREE TO ABIDE BY THE TERMS AND PROVISIONS OF THIS SECTION 2.2.5 GOVERNING LIQUIDATED DAMAGES.

Seller (GG) Buyer (RW)

2.2.6 Independent Consideration. Notwithstanding anything to the contrary contained in this Agreement, if this Agreement is terminated for any reason which entitles Buyer to the return of the Deposit, then the sum of One Hundred and No/100 Dollars ($100.00) of the Deposit (the " ***Independent Consideration***") shall be paid to or retained by (as the case may be) Seller from the Deposit, which amount Seller and Buyer have bargained for and agreed to as independent and sufficient consideration for Seller's execution and delivery of this Agreement. The Independent Consideration is non-refundable and separate consideration from any other payment or deposit required by this Agreement, and Seller shall retain the Independent Consideration upon any termination of this Agreement notwithstanding any other provision of this Agreement to the contrary.

Section 3. DUE DILIGENCE

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The " ***Due Diligence Period***" shall mean the period beginning on the Effective Date and ending at 5:00 p.m. Pacific Time ninety (90) days after Purchaser's full receipt of the Due Diligence Documents (defined in Section 3.1.5).

3.1.2 Due Diligence Investigation. During the Due Diligence Period, Buyer shall have the right to conduct at its sole cost and expense such investigations, studies, surveys, analyses and tests of the Property as it shall in its sole discretion determine are necessary or desirable (the "***Due Diligence Investigation*** "). This investigation may include a physical inspection of the

Property, including, but not limited to, inspection and examination of soils, environmental factors, if any, archeological information relating to the Property, geological and other tests; a review and investigation of any zoning, permits, reports, and engineering data; review of all governmental matters affecting the Property (subject to the limitation set forth in Section 3.1.63.1.6 below); review of roofing, structural, mechanical, seismic and security systems in the Building; review of the condition or title to the Property; review of material documents relating to the ownership and operation of the Property; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. Seller shall also: (i) permit Buyer to inspect the security system on the Property and any documents related to the operation of the security system; and (ii) demonstrate the current security system capabilities to enable Buyer to determine whether it can accommodate multiple-tenant occupancy (collectively, the "**Security Review**"). The Security Review shall be coordinated through and attended by Seller's authorized representative.

3.1.3 Access/Conditions. To conduct its Due Diligence Investigation, Buyer and its representatives shall have the right of access to the Property during reasonable business hours and upon at least one (1) business days' prior notice. Such access shall be coordinated through Seller's authorized representative, Roger Wang, P.E., EFI Director of Facilities (telephone number: 650-357-3186), or any other individual designated by Roger Wang, and Seller may require all such access to be in the company of Seller's authorized representative. This right of entry shall be subject to the following conditions:

(a) The Due Diligence Investigation shall be conducted in full compliance with each law, zoning restriction, ordinance, rule, regulation or requirement of any governmental or quasi governmental agency ("**Governmental Entity**") with jurisdiction over the Property. Buyer shall not interfere with Seller's business and shall make every reasonable effort to accommodate the requests of Seller, tenants of the Property and any other occupants of the Property regarding conduct of the investigation so as to minimize interference with business operations at the Property.

(b) Prior to entering the Property to perform its Due Diligence Investigation of the Property or the Security Review, Buyer shall provide to Seller a certificate of insurance showing that Buyer maintains in full force and effect, a policy of comprehensive general liability insurance (i) covering the activities of Buyer (including Buyer's employees, independent contractors and agents) in connection with the Due Diligence Investigation, (ii) in an amount of not less than Three Million Dollars ($3,000,000) combined single limit per occurrence from a carrier rated A- or better by Best's Rating Guide, (iii) naming Seller, its officers, directors, lenders, agents and employees as additional insureds, and (iv) requiring at least thirty (30) days' written notice to Seller prior to cancellation or reduction in coverage.

(c) All information supplied by Seller in the course of Buyer's Due Diligence Investigation shall remain the property of Seller. In the event Closing does not occur or this Agreement is terminated for any reason, Buyer shall promptly return to Seller all documents obtained from Seller and Seller's agents; provided, however, Buyer may retain a single copy of all such documents (other than architectural drawings and construction specifications, which must be returned to Seller) for archival purposes.

(d) Any investigation or other tests involving sampling or physical invasion of the surface of the Property or physical sampling are to be made by Buyer only after obtaining the express written consent of Seller, which shall not be unreasonably withheld. Seller's authorized representative and Seller's environmental consultants may attend any test or investigation at the Property and shall be entitled, without cost, to duplicates of any samples taken by Buyer (or, if duplicates are not reasonably attainable, Buyer may elect to deliver the actual samples after testing) and to copies of all written reports and data prepared by or on behalf of Buyer with respect to such sampling. Any request for consent must be delivered to Seller and its authorized representative, together with a reasonably detailed investigation plan sufficient for Seller to

determine the scope and logistics of the proposed investigation, at least three (3) business days before the desired test. Any invasive sampling or testing permitted by Seller shall be performed at Buyer's sole cost in compliance with all environmental laws and other requirements of Governmental Entities. Depending on the nature of the invasive testing or sampling, Seller may require an increase in the amount of insurance specified in Section 3.1.3(b)3.1.3(b). If in the course of its investigation, Buyer discovers any environmental condition which Buyer or its consultants or contractors believes should be reported to any Governmental Entity, Buyer shall provide to Seller full information regarding the discovery, and Seller shall assume any and all reporting obligations and shall indemnify, defend and hold Buyer, its employees, authorized agents, consultants, contractors and representatives harmless from any and all claims, Liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants) (collectively referred to as "***Claims***") arising directly or indirectly, in whole or in part, out of any failure of Seller to fulfill such reporting obligations, if any. If a Phase I environmental investigation report obtained during the Due Diligence Period suggests that sampling is recommended, and if Seller consents to such testing in accordance with this Section 3.1.3(d), Buyer may have additional time to review and approve in its sole and unfettered discretion the environmental condition of the Property (the "***Environmental Due Diligence Investigation***") for such additional period of time (the "***Environmental Diligence Period***") as is reasonably required to obtain permits for such testing and to obtain the results and analysis thereof; provided that (i) Buyer has approved all other matters relating to the Property other than the Property's environmental condition prior to expiration of the Due Diligence Period, and (ii) in no event shall the Environmental Diligence Period extend beyond the date that is ten (10) business days prior to the Outside Closing Date (as defined in Section 9.1).

(e) Promptly after any physical inspection of the Property, if any damage to the Property has resulted from such physical inspection, Buyer at its sole cost shall restore the Property to the condition that existed immediately prior to such inspection; provided that, if the Closing does not occur for any reason, then Seller may elect to restore the Property itself and to charge the cost thereof to Buyer (who shall pay the amount due within thirty (30) days after delivery of an invoice from Seller).

(f) Buyer shall not permit any mechanics' or other Liens to be filed against the Property as a result of Buyer exercising its right of entry, and Buyer at its sole cost shall cause any Liens (as defined in Section 5.9) so filed to be removed within five (5) days after written notice from Seller, by bond or otherwise.

(g) Buyer's obligations under this Section 3.1.33.1.3 shall survive the termination of this Agreement prior to Closing.

3.1.4 Indemnity. Buyer shall indemnify, defend and hold Seller, its officers, directors, shareholders, affiliates, subsidiaries, lenders, employees, contractors, agents, successors and assigns harmless from and against any and all Claims, to the extent arising out of the acts or omissions of Buyer, its agents, employees or contractors in the course of carrying out Buyer's Due Diligence Investigation and Security Review, including but not limited to:

(a) any investigative activity, or any other act or omission in connection with the Due Diligence Investigation or Security Review, by or on behalf of Buyer or its employees, invitees, agents or contractors;

(b) any contract, agreement or commitment entered into or made by and between Buyer and a third-party contractor in connection with the Due Diligence Investigation or Limited Security Review; and

(c) the investigation of the presence of Hazardous Materials (as defined in Section 5.6.1(b)7.1.2) or substances on the Property, the exacerbation of any pre-existing environmental condition, in any case, as a result of any act or omission of Buyer or Buyer's employees, agents or contractors; provided, however the indemnifications in this Section 3.1.43.1.4 shall not extend to the Claims arising out of the discovery and/or reporting of existing conditions on the Property. Buyer's obligations under this Section 3.1.43.1.4 shall survive the termination of this Agreement prior to Closing.

3.1.5 Delivery of Documents. In connection with Buyer's Due Diligence Investigation, Seller has provided or will provide to Buyer, within ten (10) days after the Effective Date, copies of all development agreements, leases, service contracts, engineering drawings/specifications, purchase orders/agreements, operating costs, use permits, third-party reports, studies, operating statements for the last three (3) years, environmental reviews, compliance inspection reports, pending building permit applications, issued building permits that have not received final inspection by the governmental authority with jurisdiction, and other similar documents relating to the Property in Seller's possession or control (collectively, the "***Due Diligence Documents***"). Upon receipt of the Due Diligence Documents, Buyer shall promptly deliver to Seller written notice of receipt thereof and confirmation that the ninety-day duration of the Due Diligence Period has commenced; provided, that Buyer may by written notice to Seller commence the ninety-day duration of the Due Diligence Period prior to having received all Due Diligence Documents. The Due Diligence Documents shall exclude (if any) (a) any item that is subject to any legally recognized privilege (e.g., the attorney-client privilege) and attorney work product, provided, however, Seller shall provide to Buyer a general description of the categories of Due Diligence Documents claimed to be excluded under this clause (a), (b) any document that contains proprietary or confidential financial information not relating to the operation of the Property, (c) any appraisals of the Property and (d) any item that Seller is contractually or otherwise bound to keep confidential, provided, however, Seller shall provide to Buyer a general description of the categories of Due Diligence Documents claimed to be excluded under this clause (d). Except as expressly set forth in this Agreement, Seller makes no representation or warranty relating to the validity of the Due Diligence Documents, and Buyer acknowledges and agrees that Buyer is responsible for verifying the accuracy of the Due Diligence Documents. All information, including but not limited to the Due Diligence Documents, supplied by Seller to Buyer pursuant to this Agreement shall remain the property of Seller, except as provided in Section 3.1.3(c)3.1.3(c). In the event the Closing does not occur, or this Agreement is terminated for any reason, Buyer shall promptly return to Seller all documents, including but not limited to the Due Diligence Documents, obtained from Seller and Seller's agents, employees and contractors except as provided in Section 3.1.3(c)3.1.3(c).

3.1.6 Contact with Government Entities. Buyer shall not contact any Governmental Entity, including but not limited to the City, about the Property or this Agreement without first having given Seller not less than twenty-four (24) hours notice to Roger Wang of Buyer's intent to contact the City or other Governmental Entity. Buyer shall give Seller (i) copies of all written communications to or from Governmental Entities, and (ii) at least 24 hours prior notice of any meetings or telephone calls with Governmental Entities, so that Seller may participate if it desires. Buyer shall not enter into any binding agreements with Governmental Entities with respect to the Property that become effective prior to the Closing.

3.1.7 Confidentiality. This Agreement, the Due Diligence Investigation, and the Security Review shall be subject to the terms and conditions of the Mutual Nondisclosure Agreement entered into by the parties on August 18, 2008, as amended (the "***NDA***"). Buyer and Seller hereby reaffirm the terms and conditions of the NDA as to the transactions contemplated under this Agreement. All of the terms and conditions are incorporated herein by this reference. With regard to this Agreement only, the term "**Purpose**" in the NDA shall include evaluating the Property and performing the Security Review, and Buyer shall use all such information solely for such Purpose.

Buyer's obligations under this Section 3.1.73.1.7 shall survive the termination of this Agreement in accordance with Section 6 of the NDA, but shall terminate on Closing.

3.1.8 Estoppel Certificates . Seller shall use commercially reasonable efforts to obtain and deliver to Buyer prior to the Closing fully completed and executed tenant estoppel certificates substantially in the form attached as **Exhibit E** from existing tenants of the Building, if any (" ***Tenant Estoppel Certificates***").

3.2 Approval/Disapproval of Due Diligence Investigation. Buyer shall approve or disapprove of the results of its Due Diligence Investigation in the exercise of Buyer's sole discretion by written notice ("***Approval Notice*** ") delivered to Seller no later than 5:00 p.m. on the last day of the Due Diligence Period. The Approval Notice shall identify any Leases to be assigned to Buyer at Closing. Buyer's disapproval shall terminate this Agreement, in which case the Deposit, together with all accrued interest, shall be returned to Buyer and, except as otherwise provided herein, this Agreement shall be of no further force and effect except for those provisions which are expressly to survive the termination of this Agreement. If no Environmental Due Diligence Period commences pursuant to Section 3.1.3(d), Buyer's failure to deliver the Approval Notice to Seller shall be deemed disapproval. Notwithstanding any other provision of this Agreement to the contrary, Buyer may elect to terminate this Agreement at any time during the Due Diligence Period for any reason whatsoever in Buyer's sole and unfettered discretion, in which case the Deposit, together with all accrued interest, shall be returned to Buyer. If an Environmental Due Diligence Period commences pursuant to Section 3.1.3(d), Buyer shall approve or disapprove of the results of its Environmental Due Diligence Investigation in the exercise of Buyer's sole discretion by written notice ("***Supplement to Approval Notice*** ") delivered to Seller no later than 5:00 p.m. on the last day of the Environmental Due Diligence Period. Buyer's disapproval shall terminate this Agreement, in which case the Deposit, together with all accrued interest, shall be returned to Buyer and, except as otherwise provided herein, this Agreement shall be of no further force and effect except for those provisions which are expressly to survive the termination of this Agreement. The Approval Notice and the Supplement to Approval Notice, if any, are collectively referred to herein as the Approval Notice.

3.3 Preliminary Report/Survey. Buyer shall obtain a preliminary report or commitment for title insurance (the " ***Preliminary Report***") covering the Property and issued by First American Title Insurance Company located at 100 Spear Street, Suite 1600, San Francisco, CA 94105, Attn: Heather Kucala, Escrow No. NCS-554841-SF (the " ***Title Company***"), together with a legible copy of each document, map and survey referred to in the Preliminary Report. Buyer shall have the right to obtain an ALTA survey in form and substance required by Title Company to issue the Title Policy (as defined in Section 4.1.3).

3.4 Approval/Disapproval of Preliminary Report. Buyer shall approve or disapprove of the Preliminary Report and any exceptions to title shown thereon (the "***Exceptions*** ") in the exercise of Buyer's sole discretion on or before the date that is thirty (30) days following the Effective Date, subject to Buyer's right to review and approve or disapprove within five (5) days after receipt thereof any supplement to the Preliminary Report resulting from any new title exception or the title company's review of the ALTA survey obtained by Buyer pursuant to this Agreement ("***Title Supplement*** "). If Buyer disapproves title, whether with respect to the Preliminary Report or a Title Supplement, Buyer may elect to either (a) terminate this Agreement by giving Seller written notice of termination within the applicable time period for review, or (b) give Seller a written notice ("***Disapproval Notice*** ") identifying the disapproved title matters which Buyer will require to be removed or cured at or prior to Closing ("***Disapproved Title Matters*** "). Failure by Buyer to timely give either notice approving the Preliminary Report and the Exceptions or the Disapproval Notice shall be deemed approval. With respect to any Disapproved Title Matters, Seller shall notify Buyer in writing within ten (10) business days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If

Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option, by written notice to Seller within ten (10) business days after receipt of Seller's notice, elect to: (i) close the purchase of the Property and take title subject to any Disapproved Title Matters which Seller elects not to remove or cure (subject to satisfaction of the other conditions to Closing), or (ii) terminate this Agreement. Notwithstanding the foregoing, Seller shall remove by Closing any exception that is a voluntary monetary encumbrance (whether or not disapproved by Buyer), including without limitation, that certain Lease Supplement No. 1 and Memorandum of Lease and Deed of Trust and Option to Purchase and Fixture Filing recorded on July 16, 2004 as Instrument No. 2004-147511 (the "***Deed of Trust***").

Section 4. CONDITIONS PRECEDENT

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing Date, which conditions are for the benefit of Buyer only and the satisfaction or fulfillment of which may be waived only in writing by Buyer:

4.1.1 Representations and Warranties True at Closing. Seller's representations and warranties contained in this Agreement that are qualified by materiality shall be true and correct and any such representations and warranties that are not qualified by materiality shall be true and correct in all material respects, in each case, as of the Effective Date and as of the Closing Date, as though such representations and warranties were made on and as of the Closing Date.

4.1.2 Performance. Seller shall have performed and complied in all material respects with all covenants, agreements, terms and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

4.1.3 Title Policy. The Title Company shall on the Closing Date be irrevocably and unconditionally committed to deliver to Buyer an ALTA extended coverage owner's policy of title insurance with such endorsements as Buyer shall reasonably request (the "***Title Policy***"), with liability not less than the Purchase Price showing fee title to the Property vested in Buyer, subject only to the Exceptions approved by Buyer pursuant to Section 3.43.4.

4.1.4 EFI Lease. At Closing, Buyer and Seller shall have entered into a lease pursuant to which Buyer shall lease to Seller portions of the Building, and Seller will license to Buyer certain of Seller's Retained Personal Property, in the form attached hereto as **Exhibit F** (the "***EFI Lease***").

4.1.5 Leases. Subject to Section 9.7.1, all leases and occupancies, other than the EFI Lease and any other lease specifically approved by Buyer in the Approval Notice, shall be terminated by Seller by Closing and any cost related thereto paid by Seller by Closing.

4.1.6 Approval of Buyer's Board of Directors. Buyer's Board of Directors shall have approved the purchase of the Property on substantially the terms and conditions set forth in this Agreement.

4.2 Seller's Conditions. Seller's obligations under this Agreement are subject to the fulfillment of the following conditions at or prior to the Closing Date, which conditions are for the benefit of Seller only and the satisfaction or fulfillment of which may be waived only in writing by Seller:

4.2.1 Representations and Warranties True at Closing. Buyer's representations and warranties contained in this Agreement (i) that are qualified by materiality shall be true and correct and (ii) any such representations and warranties that are not qualified by materiality shall be true

and correct in all material respects, in each case, as of the Effective Date and as of the Closing Date, as though such representations and warranties were made on and as of the Closing Date.

4.2.2 Performance. Buyer shall have performed and complied in all material respects with all covenants, agreements, terms and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

4.2.3 EFI Lease. Buyer and Seller shall have entered into the EFI Lease.

4.2.4 Reconveyance. The interest of Societe Generale Financial Corporation ("***Lender*** ") in the Property shall have been fully terminated and released of record (which may be immediately prior to and concurrently with the Closing), including a quitclaim deed of Lender's interest of the Property, a termination of the ground lease between Lender, as ground lessee, and Seller, as ground lessor, and a reconveyance of the Deed of Trust.

4.3 Failure of Conditions.

4.3.1 Failure of a Condition for the Benefit of Buyer . If any of the conditions to Closing set forth in Section 4.14.1 are not satisfied at the Closing Date, Buyer may terminate this Agreement by written notice to Seller and the Title Company. In the event of such termination of this Agreement, the Escrow shall be terminated, the Deposit shall be returned to Buyer and all other funds and all documents deposited with the Title Company shall be returned to the party having deposited the same. The foregoing shall not affect Buyer's remedies for a default by Seller, which shall be governed by Section 11.

4.3.2 Failure of a Condition for the Benefit of Seller. If any of the conditions to Closing set forth in Section 4.24.2 are not satisfied at the Closing Date for a reason other than the default of Buyer, Seller may terminate this Agreement by written notice to Buyer and the Title Company. In the event of such termination of this Agreement, the Escrow shall be terminated, the Deposit shall be returned to Buyer and all other funds and documents deposited with the Title Company shall be returned to the part having deposited the same. The foregoing shall not affect Seller's remedies for a default by Buyer, which shall be governed by Section 11.

Section 5. SELLER'S REPRESENTATIONS and Warranties

5.1 Authority. Seller is a duly formed, validly existing corporation in good standing in the State of Delaware, and is qualified to do business in the State of California. Seller has the requisite power and authority to execute, deliver and perform this Agreement. This Agreement and the other documents executed by Seller in accordance herewith constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. All actions and approvals required under Seller's organizational documents and, except as set forth on Schedule 5.1, any agreements of Seller with third parties to sell, transfer, convey and deliver the Property and consummate the transactions contemplated by this Agreement have been duly taken and obtained. All persons acting for and on behalf of Seller have the necessary authority to execute documents and to otherwise consummate this transaction.

5.2 No Conflict . Except as set forth on Schedule 5.2 , the execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a material breach of any of the terms or provisions of, or constitute a material default under any provision of Seller's organizational documents or any agreement by which Seller is bound, or any order or regulation of any court, regulatory body, administrative agency or Governmental Entity having jurisdiction over Seller.

5.3 Contracts. Except as disclosed on the Preliminary Report or as listed in **Exhibit C** and **Exhibit D** hereto, or provided in the Due Diligence Documents after the Effective Date (collectively, the "***Contracts***"), there are no agreements relating to the Property to which Seller is party and by which Buyer or the Property will be bound after the Closing, other than those that can be terminated without cause on no more than thirty (30) days' notice and that are listed in **Exhibit C** and **Exhibit D** (other than the Siemens Contract and the AquaPrix Contract). Except as noted on **Exhibit C** or **Exhibit D**, the Contracts are in full force and effect and to Seller's knowledge, binding on the parties thereto. Seller has provided, or prior to the expiration of the Due Diligence Period will provide, correct and complete copies of the Contracts to Buyer.

5.4 Litigation. No litigation or other legal proceeding is pending, or to Seller's knowledge, proposed, threatened or anticipated with respect to the Property or any matter affecting Seller's ability to transfer the Property.

5.5 Legal Compliance. To Seller's knowledge, except as otherwise disclosed in Schedule 5.5, the Property and Seller's operations concerning the Property are not in violation of any applicable federal, state or local statute, law or regulation ("***Applicable Laws***"), and no notice from any Governmental Entity has been served upon Seller claiming any violation of Applicable Laws, or requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Property in order to comply Applicable Laws, with which Seller has not complied. If there are any such notices with which Seller has complied, Seller shall provide Buyer with copies thereof.

5.6 Hazardous Materials; Asbestos.

5.6.1 Definitions. For purposes of this Agreement:

(a) "***Environmental Law(s)***" means all present and future laws that relate to the protection of human health, public or worker safety, occupation health, wildlife or the environment, including without limitation, (i) federal, state, regional and local laws, regulations, rules, and other written requirements; (ii) permits, orders, plans, guidelines and similar directives of all federal, state, regional and local governmental authorities; and (iii) administrative and judicial decrees, judgments, orders and directives.

(b) "***Hazardous Material***" means any substance which is designated, defined, classified or regulated as a hazardous substance, hazardous material, toxic substance, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect, including, without limitation, petroleum hydrocarbons (including crude oil or any fraction thereof and all petroleum products and additives thereto), PCBs, asbestos, explosives, corrosives, toxic materials, flammable materials, infectious materials, radioactive materials, carcinogenic materials, reproductive toxicants and mold.

(c) "***Release***" means any accidental or intentional spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.6.2 Representations. Except as otherwise disclosed in the Due Diligence Documents, or disclosed to Buyer through any physical testing or inspection of the Land or Improvements or otherwise:

(a) To Seller's knowledge, Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Land or Improvements.

(b) To Seller's knowledge, during Seller's period of ownership of the Property, there has been no Release by Seller on the Property of any Hazardous Materials in violation of any applicable Environmental Laws.

(c) To Seller's knowledge, during Seller's period of ownership of the Property, Seller has not installed any asbestos or asbestos-containing material in the Property through construction, renovation or otherwise.

5.7 Government Action . There are no presently pending or to Seller's knowledge, contemplated or threatened (i) proceedings by any Governmental Entity to condemn or demolish the Land or Improvements or any part of them, or (ii) proceedings to declare the Land or Improvements or any part of them a nuisance. To Seller's knowledge there are no presently pending zoning changes, or other proceedings or actions (including legislative action) by any Governmental Entity that will in any way affect the size of, use of, improvements on, construction on, or access to the Property, except as disclosed in Schedule 5.7 .

5.8 Liens. Except as set forth in Schedule 5.8, there are no liens, pledges, charges, security interests, encumbrances or other claims of any kind (collectively " **Liens**") with respect to the Personal Property that will not be paid at Closing.

5.9 Seller's Knowledge. For purposes of this Agreement, the phrase "to Seller's knowledge" or other similar phrases shall mean to the current actual knowledge of Roger Wang, Seller's chief financial officer and Seller's general counsel without any duty of inquiry or investigation. The individuals named in this Section 5.9 shall have no personal liability for any of Seller's representations or warranties by reason of being named herein.

5.10 Survival of Seller's Representations and Warranties. The representations and warranties set forth in this Section 5 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing until 11:59 p.m. Pacific Time on the first anniversary of the date of Closing ("**Survival Expiration Date** "). Buyer shall have the right to bring an action thereon only if Buyer has given Seller written notice of the circumstances giving rise to the alleged breach on or before the Survival Expiration Date.

5.11 Notice of Changed Circumstances. If Seller becomes aware of any fact or circumstance that would render false or misleading a representation or warranty made by Seller, Seller shall immediately give written notice of such fact or circumstance to Buyer.

5.12 Inaccuracies Known to Buyer . Any fact, condition or circumstance actually known by or disclosed to Buyer prior to the expiration of the Due Diligence Period that contradicts or renders untrue any warranty or representation made by Seller under this Agreement, shall render such warranty or representation superseded and of no effect to the extent of such contradiction or untruth. If a fact, condition or circumstance known by or disclosed to Buyer prior to the expiration of the Due Diligence Period renders any warranty or representation of Seller untrue in a material respect, Buyer shall have the right to elect, as Buyer's sole and exclusive remedy, either: (i) to terminate this Agreement and receive the return of the Deposit, or (ii) to waive such contradiction or untruth and proceed to Closing in accordance with this Agreement. Notwithstanding the foregoing, nothing in this Section shall excuse all or any part of Seller's obligation to perform Seller's Covenants set forth in Article 8 of this Agreement.

Section 6. BUYER'S REPRESENTATIONS

6.1 Buyer's Authority. Buyer hereby represents and warrants to Seller that Buyer has the requisite power and authority to execute, deliver and perform this Agreement. This Agreement

and the other documents executed by Buyer in accordance herewith constitute legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. All persons acting for and on behalf of Buyer have the necessary authority to execute documents and to otherwise consummate this transaction.

6.2 Financing. Buyer has or will on the Closing Date have all funds necessary to consummate the transactions contemplated by this Agreement.

6.3 Litigation. To Buyer's actual knowledge (without inquiry or investigation) there is no pending litigation, administrative proceeding, or other legal action or act by a Governmental Entity which would prevent the Closing in accordance with the terms of this Agreement.

6.4 Survival of Buyer's Representations and Warranties. The representations and warranties set forth in this Section 6Section 6 are made as of the Effective Date and are remade as of the Closing Date and shall not be deemed to be merged into or waived by the instruments of Closing, but shall survive the Closing until the Survival Expiration Date. Seller shall have the right to bring an action thereon only if Seller has given Buyer written notice of the circumstances giving rise to the alleged breach before the Survival Expiration Date.

6.5 Notice of Changed Circumstances. If Buyer becomes aware of any fact or circumstance that would render false or misleading a representation or warranty made by Buyer, Buyer shall immediately give written notice of such fact or circumstance to Seller.

Section 7. AS-IS; INDEMNITY; RELEASE

7.1 "AS IS" SALE.

7.1.1 No Reliance on Disclosures. ACKNOWLEDGING (A) BUYER HAS ACQUIRED AND OWNS THE MAJORITY OF THE PROJECT AS WELL AS REAL PROPERTY IN FOSTER CITY IN THE VICINITY OF THE PROPERTY; (B) BUYER IS A CURRENT OCCUPANT OF THE BUILDING; (C) BUYER HAS HAD OR WILL HAVE AN ADQUATE TIME TO MAKE AN EVALUATION OF THE PROPERTY; (D) BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OR THAT OF THIRD PARTIES WITH RESPECT TO THE PHYSICAL, ENVIRONMENTAL, ECONOMIC AND LEGAL CONDITION OF THE PROPERTY, (E) BUYER HAS CONTRACTED OR MAY CONTRACT WITH CERTAIN ADVISORS AND CONSULTANTS, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONSULTANTS, ENGINEERS AND GEOLOGISTS, SOILS AND SEISMIC EXPERTS, TO CONDUCT SUCH ENVIRONMENTAL, GEOLOGICAL, SOIL, HYDROLOGY, SEISMIC, PHYSICAL, STRUCTURAL, MECHANICAL AND OTHER INSPECTIONS OF THE PROPERTY AS BUYER DEEMS TO BE NECESSARY AND THAT BUYER HAS REVIEWED OR WILL REVIEW ALL SUCH REPORTS AS WELL AS ALL MATERIALS AND OTHER INFORMATION GIVEN OR MADE AVAILABLE TO BUYER BY SELLER, BUYER AGREES, SUBJECT TO THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, TO TAKE THE PROPERTY "AS-IS," "WHERE-IS," AND WITH ALL FAULTS AND CONDITIONS THEREON. ANY INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS PREPARED BY THIRD PARTIES (COLLECTIVELY, THE "***DISCLOSURES***") PROVIDED OR MADE TO BUYER OR ITS CONSTITUENTS BY SELLER OR ANY OF SELLER'S AFFILIATES SHALL NOT BE REPRESENTATIONS OR WARRANTIES OF SELLER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER SHALL NOT RELY ON SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PROPERTY.

7.1.2 Disclaimer of Warranties. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY

DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES BY SELLER OR ON BEHALF OF SELLER OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR MATTERS AFFECTING THE PROPERTY, INCLUDING WITHOUT LIMITATION (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, INCLUDING BUILDING, HEALTH, SAFETY, LAND USE AND ZONING LAWS, REGULATIONS AND ORDERS; (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (F) STRUCTURAL AND OTHER ENGINEERING CHARATERISTICS (INCLUDING SEISMIC DAMAGE); (G) THE PRESENCE, EXISTENCE OR ABSENCE OF TERMITES, PESTS, HAZARDOUS WASTES, TOXIC SUBSTANCES OR OTHER ENVIRONMENTAL MATTERS OR (H) ANY OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE MARKET AND PHYSICAL ENVIRONMENTS IN WHICH IT IS LOCATED.

7.1.3 Release of Claims . EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION IN SECTIONS 3.1.3(d), 5.10, 7.1.4, 7.1.5, 9.6, 11, 12 and 13.11, AND WITHOUT LIMITING BUYER'S RIGHT TO TERMINATE THIS AGREEMENT AND BE ENTITLED TO THE RETURN OF THE DEPOSIT IN ACCORDANCE WITH SECTION 2.2.2, BUYER, ITS SUCCESSORS AND ASSIGNS, HEREBY UNCONDITIONALLY AND ABSOLUTELY WAIVE, RELEASE AND AGREE NOT TO MAKE ANY CLAIM OR BRING ANY COST RECOVERY ACTION OR CLAIM FOR CONTRIBUTION OR OTHER ACTION OR CLAIM AGAINST SELLER OR SELLER'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, LENDERS, SUCCESSORS AND ASSIGNS FOR ANY “CLAIMS” (AS DEFINED IN SECTION 3.1.3) OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, WHICH BUYER EVER HAD, NOW HAS OR MAY HAVE, OR WHICH MAY ARISE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY GROWING OUT OF OR IN CONNECTION WITH (A) ANY FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, INCLUDING WITHOUT LIMITATION THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, 42 U.S.C. SECTION 9601, AS AMENDED OR ANY STATE EQUIVALENT, OR ANY SIMILAR LAW NOW EXISTING OR HEREAFTER ENACTED OR (B) ANY ENVIRONMENTAL CONDITIONS WHATSOEVER ON ABOUT OR UNDER THE PROPERTY OR (C) SUBJECT TO THE PROVISIONS OF SECTION 7.1.5 BELOW, ANY OTHER MATTER RELATING TO OR CONNECTED WITH THE CONDITION OF THE PROPERTY. THE PROVISIONS OF THIS SECTION 7 SHALL SURVIVE THE CLOSING. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY UPON SAME.

7.1.4 RELEASE OF CERTAIN CLAIMS. WITH RESPECT TO THE FOREGOING RELEASE OF CLAIMS, IN GIVING SUCH RELEASE, BUYER ACKNOWLEDGES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AS AMENDED OR MODIFIED, WHICH PROVIDES THAT:

> “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR

HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BUYER HEREBY SPECIFICALLY ACKNOWLEDGES THAT BUYER HAS CAREFULLY REVIEWED THIS SECTION 7 AND DISCUSSED ITS IMPORT WITH LEGAL COUNSEL, IS FULLY AWARE OF ITS CONSEQUENCES, AND THAT THE PROVISIONS OF THIS SECTION 7 ARE A MATERIAL PART OF THIS AGREEMENT; PROVIDED, HOWEVER, SUCH RELEASE, WAIVER OR DISCHARGE PURSUANT TO THIS SECTION 7: (A) SHALL NOT APPLY AND SHALL BE OF NO FORCE OR EFFECT AS TO ANY CLAIMS RELATING TO: (I) SELLER'S BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BREACH OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN THIS AGREEMENT, (II) SELLER'S FRAUD, (III) SELLER'S INTENTIONAL MISREPRESENTATION, (IV) CLAIMS DESCRIBED IN SECTION 7.1.5, OR (V) ANY CLAIMS UNDER THE EFI LEASE OR ANY OTHER AGREEMENT ENTERED INTO BY THE PARTIES AT CLOSING; AND (B) SHALL ONLY BE EFFECTIVE FROM AND AFTER THE CLOSING WITH RESPECT TO CLAIMS UNDER THE GILEAD SUBLEASE OR UNDER THE RECIPROCAL EASEMENT AGREEMENT RECORDED ON JANUARY 30, 2009 IN THE OFFICIAL RECORDS OF THE COUNTY AS DOCUMENT NO. 2009-008980 OR THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE PARK RECORDED DECEMBER 27, 1985 IN THE OFFICIAL RECORDS OF THE COUNTY AS DOCUMENT NO. 85138387.

Seller (GG) Buyer (RW)

7.1.5 THIRD PARTY CLAIMS. In the event there are third party actions, suits or legal proceedings (the "**Proceeding**") for injury or death to persons or damage to property arising out of or relating to events occurring on the Property during the period of Seller's ownership of the Property, to the extent that they are not caused by, or attributable to, any act or omission of Buyer, its employees, agents, contractors or invitees during the period of Seller's ownership of the Property, then Buyer shall have the right to tender defense of any such Proceeding to Seller, and Seller shall indemnify, defend and hold Buyer harmless from and against any losses, damages, liabilities, fines, penalties, charges and all costs and expenses incurred or suffered by Buyer in connection with or relating to the Proceeding; provided, however, that Seller shall have no such obligation unless: (a) Buyer notifies Seller in writing within forty-five (45) days of the date Buyer becomes first aware of the commencement of a Proceeding against Buyer (provided that no failure or delay in giving notice will relieve Seller from its indemnity obligation, except to the extent that Seller is prejudiced by such failure or delay); (b) Buyer provides Seller with copies of all documents received by Buyer relating to the Proceeding; (c) Buyer gives Seller, with reputable counsel of Seller's choosing, the sole power to direct and control the settlement and defense of the Proceeding, provided that Seller will not settle a Proceeding without Buyer's consent unless (i) all claims in the Proceeding against Buyer will be dismissed with prejudice as part of the settlement and (ii) the sole relief provided is to be paid in full or performed by Seller; and (d) Buyer uses commercially reasonable efforts to cooperate and assist Seller in its defense or settlement of the Proceeding. This Section 7.1.5 shall in no way apply to or alter Buyer's release of claims set forth in Section 7.1.3(A) and 7.1.3(B)

7.2 Survival. Buyer's and Seller's agreements and covenants under this Section 7 Section 7shall survive the Closing.

Section 8. OPERATION OF THE PROPERTY PENDING THE CLOSING

8.1 Normal Course of Business. Seller shall use commercially reasonable efforts to continue to operate, manage and maintain the Property in such condition so that the Property shall be in substantially the same condition as of the Closing Date as it was on the Effective Date, ordinary wear and tear excepted. Ordinary wear and tear shall not include any failure by Seller to

utilize good maintenance practices. Seller shall complete before Closing construction necessary to obtain final inspection and sign-off of any issued building permits for the Property relating to Seller's, and not Buyer's, occupancy of the Property. Seller shall maintain all existing insurance policies in connection with the Property. Seller's existing liability and property insurance pertaining to the Property may be canceled by Seller as of the Closing Date. Other than as set forth in Section 8.7, Seller shall not make any material alterations to the Property without the prior written approval of Buyer, which may be withheld in Buyer's sole discretion.

8.2 No New Leases. Seller shall not enter into any new leases for any portion of the Property, or modify or extend any of the existing Leases, without the prior written consent of Buyer.

8.3 Maintenance of Condition of Title . During the term of this Agreement, except as expressly provided in the last sentence of Section 3.4 and in Section 4.2.4, Seller shall not allow any Lien or any other matter to cause the condition of title to the Property to be changed from that as existed as of the Effective Date, without Buyer's prior written consent.

8.4 Leases. Between the date of this Agreement and the Closing Date, Seller shall not, without Buyer's prior written consent, in Buyer's sole and absolute discretion, (i) renew any Leases, (ii) amend any Leases, or (iii) enter into any leases affecting the Property.

8.5 Contracts . Seller will not enter into any purchase contract obligation which will not be paid in full prior to the Closing Date or any service, maintenance, or management, design or improvement contract that cannot be canceled upon thirty (30) days' notice at no cost to Buyer unless Seller first obtains the written approval of Buyer, in Buyer's sole discretion.

8.6 Mutual Cooperation. Seller and Buyer shall each cooperate with the other in pursuing the matters required to be performed by the other as set forth in this Agreement and otherwise shall use commercially reasonable efforts to fulfill the conditions to Closing.

8.7 BAAQMD Permits. Seller shall, at its cost, make all repairs, replacements and modifications to equipment and/or the Building as may be required by the Bay Area Air Quality Management District ("***BAAQMD*** ") in connection with issuance by BAAQMD of new permits or transfer of Seller's existing permits to Buyer at Closing, and, in any event, as may be required to cause such equipment and/or the Building to comply with BAAQMD requirements in effect as of the Effective Date. Seller's provision of a certification from a licensed third party provider reasonably acceptable to Buyer that the subject equipment and/or Building comply with said requirements shall satisfy Seller's obligation hereunder. If notwithstanding Seller's commercially reasonable efforts, any required modifications, repairs or replacements have not been completed by the Closing Date, then at Buyer's election, either (i) Seller shall have such additional time as may be reasonably required post-Closing in order to perform the same together with reasonable rights of access as may be needed, or (ii) Buyer shall perform the same post-Closing at Seller's cost.

8.8 Further Encumbrances. Seller shall not execute any documents or otherwise take any action that will have the result of further encumbering the Property in any fashion.

Section 9. CLOSING

9.1 Time. Provided that all conditions set forth in Section 4 have been either satisfied or waived by the appropriate party, the parties shall close the transaction contemplated by this Agreement (the " ***Closing***"), within ten (10) business days after the later of the expiration of the Due Diligence Period or the Environmental Diligence Period, if any (the " ***Closing Date***"); provided, however, in no event shall the Closing Date be later than one hundred eighty (180) days after the Effective Date (the " ***Outside Closing Date***").

9.2 Escrow. The terms of this Agreement (including, but not limited to, the terms contained in this Section 9), together with such additional instructions as the Title Company shall reasonably request and to which the parties shall agree, shall constitute the escrow instructions to the Title Company. If there is any inconsistency between this Agreement and any additional escrow instructions given to the Title Company, this Agreement shall control unless the intent to amend this Agreement is clearly and expressly stated in the additional escrow instructions. Buyer and Seller shall cause the Title Company to execute and deliver a counterpart of this Agreement to each of them.

9.3 Seller's Deposits into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 Grant Deed. A duly executed and acknowledged grant deed in the form of **Exhibit H**, conveying good and marketable fee simple title to the Property to Buyer, subject only to the Exceptions (if any) approved or deemed approved by Buyer pursuant to Section 3.43.4 (the "***Grant Deed***");

9.3.2 Bill of Sale. A duly executed bill of sale in the form of **Exhibit I**, conveying the Personal Property to Buyer without representation or warranty (the "***Bill of Sale***");

9.3.3 Lease Assignment. Two counterpart originals of an assignment in the form of **Exhibit J**, assigning to Buyer all of Seller's interest as landlord under each Lease specifically approved by Buyer in the Approval Notice, if any (the "***Lease Assignment***"), duly executed by Seller;

9.3.4 EFI Lease. Two counterpart originals of the EFI Lease, duly executed by Seller.

9.3.5 Assignment of Contracts and General Assignment. Two counterpart originals of an assignment in the form of **Exhibit K**, assigning to Buyer all of Seller's interest in the Contracts and Other Assets (the "***General Assignment***"), duly executed by Seller;

9.3.6 Non-Foreign Certificate. A duly executed certificate of Seller stating that Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code of 1986, as amended (the "***Non-Foreign Certificate***");

9.3.7 Withholding Affidavit. Seller's affidavit of nonforeign status as contemplated by California Revenue and Taxation Code Sections 18662 and 18668 (the "***Withholding Affidavit***");

9.3.8 Natural Hazard Disclosure Statement. A completed and executed natural hazard disclosure statement, which shall disclose whether the Property is located within one (1) or more of the six (6) natural hazard zones specified in California Civil Code Section 1103.2 (the "***Natural Hazard Disclosure Statement***");

9.3.9 Tenant Notices. Letters addressed to each tenant of the Property, under Leases assigned to Buyer pursuant to Section 9.3.3, if any, identifying Buyer as the new owner of the Property and stating the address to which future rent payments and correspondence should be sent (the "***Tenant Notices***") in the form attached hereto as **Exhibit L**;

9.3.10 Gilead Sublease Termination. Two counterpart originals of a termination of the Gilead Sublease in the form of **Exhibit M**, terminating the Gilead Sublease as of the Closing Date ("***Gilead Sublease Termination***"), duly executed by Seller;

9.3.11 Parking Agreement Termination. Two counterpart originals of a termination of that certain Agreement Regarding Operating Costs for Shared Parking Facilities dated as of

September 3, 2009 (the " ***Parking Agreement***"), terminating the Parking Agreement effective as of the Closing, in form and substance reasonably satisfactory to Buyer and Seller (the " ***Parking Agreement Termination***"), duly executed by Seller; and

9.3.12 Other . Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably necessary for conveyance of the Property in accordance with the terms of this Agreement.

9.4 Buyer's Deposits into Escrow. Buyer shall deposit into escrow on or before Closing:

9.4.1 Purchase Price . The balance of the Purchase Price in accordance with the provisions of Section 2Section 2, plus or minus prorations and closing costs as provided in Section9.6 9.6, by electronic transfer of immediately available funds;

9.4.2 Lease Assignment. Two counterpart originals of the Lease Assignment duly executed by Buyer;

9.4.3 EFI Lease . Two counterpart originals of the EFI Lease duly executed by Buyer;

9.4.4 General Assignment. Two counterpart originals of the General Assignment duly executed by Buyer;

9.4.5 Gilead Sublease Termination. Two counterpart originals of the Gilead Sublease Termination, duly executed by Buyer;

9.4.6 Parking Agreement Termination. Two counterpart originals of the Parking Agreement Termination, duly executed by Buyer; and

9.4.7 Other . Such additional documents, including written escrow instructions consistent with this Agreement, as may be reasonably necessary for conveyance of the Property in accordance with this Agreement.

9.5 Closing. When the Title Company has received all documents and funds identified in Sections 9.39.3 and 9.4;9.4 has received written notification from Buyer and Seller that all conditions to Closing have been satisfied or waived; and the Title Company is irrevocably committed to issue the Title Policy as described in Section 4.1.34.1.3, then, and only then, the Title Company shall take the following actions in the following chronological order:

9.5.1 Record any reconveyance documents in accordance with Section 4.2.4 and then the Grant Deed (the " ***Recordable Documents***");

9.5.2 Issue the Title Policy to Buyer;

9.5.3 Deliver to Buyer: (i) a conformed copy (showing all recording information thereon) of the Recordable Documents, (ii) the original Bill of Sale, (iii) fully executed originals of the Lease Assignment, General Assignment, EFI Lease, Gilead Sublease Termination and Parking Agreement Termination, (iv) the Non-Foreign Certification, (v) the Withholding Affidavit, (vi) the Natural Hazard Disclosure Statement, and (vii) the Tenant Notices; and

9.5.4 Deliver to Seller: (i) a conformed copy (showing all recording information thereon) of the Recordable Documents, (ii) fully executed originals of the Lease Assignment, General Assignment, EFI Lease, Gilead Sublease Termination and the Parking Agreement Termination, and (iii) the Purchase Price (as adjusted pursuant to Section 9.69.6).

The Title Company shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller.

9.6 Prorations and Closing Costs. Subject to the other provisions of this Section 9.69.6, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. Pacific Time on the day immediately preceding the Closing Date. Not less than two (2) business days prior to the Closing, the Title Company shall submit to Buyer and Seller for their approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required. The provisions of this Section 9.6 shall survive the Closing.

9.6.1 Property Rents. Buyer shall be credited and Seller charged with rent and other payments, including percentage rent and operating costs, due by tenants under the Leases assigned to Buyer at Closing for periods subsequent to the Closing Date. Rent under the Leases shall be apportioned as of the Closing Date (with the Closing Date belonging to Buyer) on the basis of a 365-day year. All rents and other sums received by Buyer after the Closing Date shall be applied first to rent and other obligations accrued or due on or after the Closing Date and then to unpaid rent accruing prior to the Closing Date. Buyer hereby agrees to promptly pay to Seller any amounts due to Seller after Closing. Seller shall be permitted to pursue its remedy for collection of any rent arrearages applicable to the period prior to the Closing Date.

9.6.2 Security Deposits. Buyer shall be entitled to credit against its obligation to pay the Purchase Price for the total sum of all rental deposits, security deposits, and other deposits paid to Seller by tenants under any Leases assigned to Buyer and by Buyer, as tenant, under the Gilead Sublease, except to the extent such deposits have been applied in accordance with the terms of any Lease.

9.6.3 Property Taxes. All real and personal property taxes, assessments, improvement bonds and other similar expenses, if any, whether payable in installments or not, including, without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other. In the event any error in proration is discovered post-closing, each party agrees to pay to the other any amount required to adjust and correct the error in proration within thirty (30) days of written demand.

9.6.4 Utility Charges. All utility charges attributable to the period before the Closing Date shall be paid by Seller. Seller shall cause all meters to be read on the day before the Closing Date. All utility security deposits, if any, shall be retained by Seller or, if Buyer elects, shall be assigned to Buyer and credited to Seller at Closing.

9.6.5 Closing Costs. Seller shall pay all city and county documentary transfer taxes, the escrow fees, the cost of the Title Policy and the cost of obtaining the ALTA survey. Buyer shall pay the cost of endorsements desired by Buyer. Seller and Buyer shall each pay all other closing costs in accordance with County custom.

9.7 Possession. Seller shall deliver exclusive right of possession to the Property to Buyer on the Closing Date, subject only to the Exceptions (if any) approved by Buyer pursuant to Section 3.4, the EFI Lease and the rights of any tenants under the Leases, if any.

9.7.1 Konica Minolta Sublease. The parties acknowledge that as of the Effective Date Konica Minolta Systems Laboratory, Inc. ("***Konica Minolta*** ") is a third party tenant in the Building pursuant to that certain Sublease dated as of August 10, 2009 between Seller, as landlord, and Konica Minolta, as tenant (the "***Konica Minolta Sublease*** "), the term of which is scheduled to expire on August 31, 2012. In the event that Konica Minolta fails to surrender the premises under the Konica Minolta Sublease upon the expiration thereof, then Seller shall not consent to a hold over by Konica Minolta nor otherwise extend the term of the Konica Minolta Sublease, and Seller shall promptly commence an unlawful detainer proceeding against Konica Minolta and use commercially reasonable efforts to expeditiously prosecute the proceedings to completion. If such unlawful detainer proceeding against Konica Minolta is not completed by Closing, any continued occupancy by Konica Minolta shall be deemed a sublease under the EFI Lease, Buyer and Seller shall modify the EFI Lease prior to Closing to reflect such fact and Seller agrees to diligently pursue the unlawful detainer action to a resolution which results in Konica Minolta's surrender of any and all occupied portions of the Property.

9.7.2 Fiery Café. 3.4As of the Closing, Buyer shall assume operational control and management of the Fiery Café located on the first floor of the Building and shall have the right to commence construction to modify the first floor kitchen area; provided that any such modifications do not unreasonably interfere with use of the Fiery Café by Seller's employees during the term of the EFI Lease. Buyer shall supervise any such construction.

9.7.3 EFI Lease . The parties acknowledge that Buyer currently occupies the fifth floor and a portion of the third floor of the Building pursuant to the Gilead Sublease ("***Gilead Premises*** "). Seller shall use reasonable efforts to vacate the remainder of the third floor of the Building ("***EFI Third Floor Space*** ") in the condition specified in Section 2.6 of the EFI Lease prior to Closing. At the Closing, Buyer shall leaseback to Seller all portions of the Building (excluding the common areas of the first floor, the Fiery Café, the Gilead Premises and the EFI Third Floor Space, if previously vacated by Seller) on a rent and operating expense free basis pursuant to the terms and conditions of the EFI Lease. The rentable square feet of the premises subject to the EFI Lease shall contain a customary load factor for common areas, including common areas of the first floor. The parties anticipate that Seller's surrender of the premises under the EFI Lease will be phased as follows: first, the EFI Third Floor Space within thirty (30) days from the Closing Date; second, a full floor not currently part of the Gilead Premises to be designated by Seller and reasonably agreed to by Buyer during the Due Diligence Period (the "***Additional Floor*** ") within six (6) months from the Closing Date; and third, the remainder of the premises within twelve (12) months from the Closing Date. Seller's failure to vacate within the timeframes specified shall be subject to payment of penalty fees as more particularly set forth in **Exhibit F** .

Section 10. ADDITIONAL COVENANTS

10.1 Forms of Agreements . During the Due Diligence Period, Buyer and Seller shall endeavor in good faith to agree upon the form of any document or instrument reasonably necessary to carry out the intent of this Agreement.

10.2 Press Release/Public Disclosure. Subject to applicable law or any listing agreement with a securities exchange or NASDAQ, (i) Buyer and Seller shall consult with each other before issuing or making, and to the extent reasonably practicable, shall provide each other with a reasonable opportunity to review and comment upon, any press release or other public statement or filing relating to this Agreement or any of the transactions contemplated hereby and (ii) each party shall obtain the other party's prior approval of any press release disclosing the sale of the Property pursuant to this Agreement.

Section 11. DEFAULT

11.1 Default Defined. As used in this Agreement the term "default" shall mean a breach of this Agreement that has not been cured within the time period provided in Section 11.2.

11.2 Notice and Opportunity to Cure. If either party breaches its obligations under this Agreement, the non-breaching party shall give the breaching party written notice of such breach , and the opportunity to cure such breach for a period of five (5) business days after delivery of the notice of breach with respect to a monetary breach, or fifteen (15) business days after delivery of the notice of breach with respect to a non-monetary breach.

11.3 Buyer's Remedies Prior to Closing.

(a) If Seller is in default or breach of the Agreement (and Buyer is not then in breach of the Agreement), such default or breach becomes actually known to Buyer prior to expiration of the Due Diligence Period and Buyer does not timely provide the Approval Notice, this Agreement shall terminate and Buyer shall be entitled to reimbursement from Seller of the documented costs of its Due Diligence Investigation, up to a maximum amount of Five Hundred Thousand Dollars ($500,000). If Buyer timely delivers the Approval Notice, Buyer shall be deemed to have waived all defaults or breaches by Seller actually known to Buyer prior to expiration of the Due Diligence Period.

(b) Notwithstanding Section 7.1.3, if, after expiration of the Due Diligence Period and prior to the Closing, Seller is in breach or default of the Agreement (and Buyer is not then in breach of the Agreement) and such breach or default was not actually known by Buyer during the Due Diligence Period, Buyer shall be entitled to all remedies for Seller's breaches, whether at law or in equity (including, without limitation, terminating the Agreement, closing Escrow and recovering damages and/or seeking specific performance), subject to the limitations set forth in Section 11.6.

11.4 Seller's Remedies Prior to Closing. In the event of Buyer's material default11.1, provided Seller is not then in breach of this Agreement, Seller shall have the option to terminate this Agreement and retain the Deposit as liquidated damages, pursuant to Section 2.2.5.

11.5 Release from Escrow. Upon termination of this Agreement pursuant to Sections 11.3 and 11.4, the Title Company shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow, subject to Seller's right to retain the Deposit pursuant to Sections 2.2.5. and 11.4.

11.6 Seller's Default after Closing; Limitation of Liability. Notwithstanding Section 7.1.3, if Seller is in breach of its obligations under this Agreement, including without limitation an uncured breach of any of Seller's representations and warranties under this Agreement and such breach becomes known to Buyer after expiration of the Due Diligence Period, or if any other Seller breach occurs or is discovered after the Closing of Escrow, then notwithstanding any provision to the contrary herein: (i) Seller's maximum aggregate liability, and the maximum aggregate amount which may be awarded to and collected by Buyer (whether the claim is brought in contract, tort, equity or otherwise) and including any amounts for attorney's and experts' fees and costs shall under no circumstances whatsoever exceed Ten Million Dollars ($10,000,000) and (ii) no claim by Buyer alleging a default by Seller may be made, and Seller shall have no liability for the same, unless and until such claims, either alone or together with any other claims made by Buyer under this Agreement, is for an aggregate amount in excess of Twenty-Five Thousand Dollars ($25,000) ("***Threshold Amount***"), in which event Seller's liability respecting any final judgment concerning such claim(s) shall be for the full amount thereof. If any such final judgment is for an amount less than the Threshold Amount, then Seller shall have no liability with respect to such claim(s). In no event shall Buyer have any claims for lost opportunity, lost profits or other damages of a

consequential, special or indirect nature. The provisions of this Section 11.6 shall survive the Closing.

Section 12. DAMAGE, DESTRUCTION AND CONDEMNATION

If, prior to Closing, the Property, or any part thereof shall be condemned or destroyed or damaged by fire or other casualty, Seller shall promptly so notify Buyer. In the event of a Material Loss (hereinafter defined), Buyer shall have the option to terminate this Agreement by giving notice to Seller within fifteen (15) days of Seller's request that the option be exercised (but no later than Closing). If the condemnation, destruction or damage does not result in a Material Loss, then Seller and Buyer shall consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or damage. If the transaction contemplated by this Agreement is consummated, Buyer shall receive all condemnation proceeds and/or proceeds of insurance under all policies of insurance applicable to the destruction or damage of the Property together with any deductible amounts which shall be paid by Seller to Buyer, and Seller shall, at Closing, execute and deliver to Buyer all customary proofs of loss and other similar items. If Buyer elects to terminate this Agreement in accordance with this Section 12, the Deposit shall be returned to Buyer, this Agreement shall terminate and neither party shall have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. For purposes of this Section 12, a " **Material Loss**" means condemnation, damage or destruction that is reasonably estimated to cost or be valued at (as the case may be) more than Five Million Dollars ($5,000,000.00).

Section 13. GENERAL

13.1 Notices. All notices, consents, requests, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective for all purposes (a) upon receipt when personally delivered to the recipient at the recipient's address set forth below, (b) when received by United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below, or when such receipt is rejected, (c) one (1) business day after deposit with a recognized overnight courier or delivery service, or (d) when received by facsimile if delivery is confirmed by receipt of a successful transmission report generated by the sender's facsimile machine addressed to the recipient as set forth below. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or federal or state legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notices are:

SELLER:	Electronics For Imaging, Inc. 303 Velocity Way Foster City, CA 94404 Attention: Alex Grab, Associate General Counsel Telephone: (650) 357-3369 Fax: (650) 357-3776
With a copy to:	Bingham McCutchen LLP 1117 S. California Avenue Palo Alto, CA 94304-1106 Attention: Ellen E. Jamason Telephone: (650) 849-4826 Facsimile: (650) 849-4616
BUYER:	Gilead Sciences, Inc. 333 Lakeside Drive

Foster City, CA 94404
Attention: Brett Pletcher, Senior Vice President and
General Counsel
Telephone: (650) 522-6219
Facsimile: (650) 522-5771

With a copy to:

Carr McClellan Ingersoll Thompson & Horn
216 Park Road
Burlingame, CA 94010
Attention: Lisa H. Stalteri
Telephone: (650) 696-2539
Facsimile: (650) 342-7685

Either party may change its address by written notice to the other given in the manner set forth above.

13.2 Entire Agreement. This Agreement and the NDA contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement. This Agreement has been drafted through a joint effort of the parties and, therefore, shall not be construed in favor of or against either of the parties, and shall be construed as a whole in accordance with its fair meaning, and without regard to California Civil Code Section 1654 or similar statutes.

13.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. Any waiver granted shall apply solely to the specific instance expressly stated.

13.4 Severability. The provisions of this Agreement are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of the Agreement in any other jurisdiction. The unaffected portion and provisions of the Agreement will be enforced to the maximum extent permitted by law.

13.5 References. Unless otherwise indicated, (a) all section and exhibit references are to the sections and exhibits of this Agreement, and (b) all references to days are to calendar days. All the exhibits attached hereto are incorporated herein by this reference. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

13.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

13.7 Time. Time is of the essence in the performance of each party's respective obligations under this Agreement, and no notice of a party's intent to require strict compliance with the deadlines set forth in this Agreement is required.

13.8 Assignment. Neither Buyer nor Seller shall have the right to assign its rights and obligations under this Agreement without the consent of the other, which consent shall not be unreasonably withheld; provided, however, Buyer may assign its rights to, and direct Seller to deliver the Grant Deed to, an entity that is wholly-owned by Buyer. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13.9 Further Assurances. Each party, at any time before or after Closing, at its own expense shall execute such documents and take such other actions consistent with the terms of this Agreement reasonably required to carry out the terms of this Agreement.

13.10 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the express parties to this Agreement.

13.11 Commissions, Indemnity. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including, without limitation, attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement.

13.12 Recording. Concurrently with the execution of this Agreement, (i) Seller shall execute, in recordable form, and deliver to Title Company a Short Form or Memorandum of this Agreement (the "***Memorandum***") in the form attached hereto as **Exhibit N** which shall be recorded in the Official Records upon receipt by the Title Company of the Deposit and (ii) Buyer shall execute, in recordable form, and deliver to Title Company a Quitclaim in the form attached hereto as **Exhibit N-1**, which shall be recorded by Escrow Holder upon written instructions to Escrow Holder by both Seller and Buyer upon termination of this Agreement (i) because Buyer fails to timely delivery the Approval Notice or (ii) Buyer elects to terminate this Agreement pursuant to any provision of this Agreement giving Buyer the right to do so or (iii) Seller elects to terminate this Agreement pursuant to any provisions of this Agreement giving Seller the right to do so. Notwithstanding the foregoing provisions of this Section, Buyer shall not be obligated to instruct Escrow Holder to record the Quitclaim if Buyer asserts that there is a breach or default by Seller under this Agreement with respect to which Buyer has the remedy of specific performance of Seller's obligation to convey title to the Property to Buyer.

13.13 Transaction Expenses. Except as otherwise provided in this Agreement, each party shall pay its own fees and expenses incident to the negotiation, preparation, execution, authorization (including any necessary meetings or actions) or delivery of this Agreement and in consummating the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of its attorneys, accountants and other advisors.

13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Any copies bearing faxed or photocopied signatures shall be valid, binding and admissible as though original.

13.15 Survival. The provisions of this Agreement shall not merge with the delivery of the Deed, but shall survive the Closing indefinitely, except that the Representations and Warranties of Seller in Section 5 above and of Buyer in Section 6 shall terminate at 11:59 p.m. Pacific Time on the Survival Expiration Date.

Section 14. **LIST OF EXHIBITS AND SCHEDULES**

Exhibit	**Description**
Exhibit A-1	Description of Seller's Property
Exhibit A-2	Assessor's Parcel Map
Exhibit B	*Personal Property*
Exhibit C	Leases
Exhibit D	Contracts and Agreements
Exhibit E	Form of Tenant Estoppel Certificate
Exhibit F	EFI Lease
Exhibit G	*Intentionally Omitted*
Exhibit H	Grant Deed
Exhibit I	Bill of Sale
Exhibit J	Lease Assignment
Exhibit K	Assignment of Contracts and General Assignment
Exhibit L	Form of Tenant Notice Letter
Exhibit M	Gilead Sublease Termination
Exhibit N	Memorandum of Agreement
Exhibit N-1	Quitclaim Deed
Schedule 5.1	Authority
Schedule 5.2	No Conflict
Schedule 5.5	Legal Compliance
Schedule 5.7	Government Action
Schedule 5.8	Liens

[Signatures appear on next page.]

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

BUYER:

GILEAD SCIENCES, INC.,
a Delaware Corporation

By: /s/ Robin L. Washington
Name: Robin L. Washington
Its: Senior Vice President & Chief Financial Officer

SELLER:

ELECTRONICS FOR IMAGING, INC.,
a Delaware Corporation

By: /s/ Guy Gecht
Name: Guy Gecht
Its: CEO

Acceptance by Title Company

The Title Company acknowledges receipt of the foregoing Agreement and accepts the instructions contained herein.

Dated: July 19, 2012 First American Title Insurance Company

By: /s/ H. Kucala
Name: H. Kucala
Title: Closer

Exhibit 31.1

CERTIFICATION

I, John C. Martin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gilead Sciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2012

/s/ JOHN C. MARTIN

John C. Martin, Ph.D.
Chairman and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Robin L. Washington, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gilead Sciences, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 6, 2012

/S / ROBIN L. WASHINGTON

Robin L. Washington
Senior Vice President and Chief Financial Officer

Exhibit 32.1

CERTIFICATIONS

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350, as adopted), John C. Martin, Ph.D., the Chairman and Chief Executive Officer of Gilead Sciences, Inc. (the Company), and Robin L. Washington, the Senior Vice President and Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2012, to which this Certification is attached as Exhibit 32 (the Periodic Report), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition of the Company at the end of the periods covered by the Periodic Report and results of operations of the Company for the periods covered by the Periodic Report.

Dated: November 6, 2012

/s/ JOHN C. MARTIN	/s/ ROBIN L. WASHINGTON
John C. Martin, Ph.D.	**Robin L. Washington**
Chairman and Chief Executive Officer	**Senior Vice President and Chief Financial Officer**

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.