18-03775-E

Debra Smetana
ktMINE
940 West Adams
Suite 100
Chicago, IL 60607

U.S. Securities & Exchange Commission
Office of FOIA and Privacy Act Operations
100 F Street, NE
Mail Stop 2465
Washington, DC 20549-5100

Dear Sir or Madam:

Under the Freedom of Information Act (FOIA), please send the confidential portions (i.e. unredacted documents) corresponding to the expiration of the Confidential Treatment Order submitted under Rule 24b-2 of the following company

Exhibit 10.2 to Form 10-K filed on 02/11/2014 by Vertex Pharmaceuticals Inc

We authorize $0 for search and review fees, as these documents have been previously requested. Please contact me if search will require additional fees beyond the above mentioned. My daytime phone number is (312) 667-0267

Sincerely,

Debra Smetana

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATION PLACE
100 F STREET, NE
WASHINGTON, DC 20549-2465

Office of FOIA Services

May 2, 2018

Ms. Debra Smetana
ktMINE
940 West Adams, Suite 100
Chicago, IL 60607

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-03775-E

Dear Ms. Smetana:

This letter is in response to your request dated and received in this office on April 5, 2018, for Exhibit 10.2 to the Form 10-K filed by Vertex Pharmaceuticals Inc. on February 11, 2014.

Your request is granted in full. The 37-page exhibit is enclosed with this letter. Because this exhibit was released in response to a previous FOIA request, no processing fees have been assessed.

If you have any questions, please contact me at Gbenoua@sec.gov or (202) 551-5327. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Jeffery Ovall as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or Archives.gov or via e-mail at ogis@nara.gov.

Sincerely,

Amy Gbenou
Amy Gbenou
FOIA Research Specialist

Enclosure

10.2

Execution Version

Confidential Treatment Requested

2013 AMENDMENT

TO

LICENSE, DEVELOPMENT, MANUFACTURING AND COMMERCIALIZATION AGREEMENT

by and between

Vertex Pharmaceuticals Incorporated

and

Janssen Pharmaceutica NV

TABLE OF CONTENTS

Confidential Treatment Requested

2013 Amendment to License, Development, Manufacturing and Commercialization Agreement

This 2013 Amendment to the License, Development, Manufacturing and Commercialization Agreement (this "**2013 Amendment**") is effective as of November 19, 2013 (the "**Amendment Effective Date**") and is entered into by and between Vertex Pharmaceuticals Incorporated, a Massachusetts corporation with corporate offices at 130 Waverly Street, Cambridge, MA 02139-4242, United States of America ("**Vertex**") and Janssen Pharmaceutica NV, a Belgium corporation with corporate offices at 30, Turnhoutsesteenweg, B-2340 Beerse, Belgium ("**Janssen**").

Background

WHEREAS, Vertex and Janssen have entered into a License, Development, Manufacturing and Commercialization Agreement effective June 30, 2006, as amended to date (the "**Parent Agreement**") and the Website Cooperation Agreement dated January 4, 2011; and

WHEREAS, Vertex and Janssen have developed telaprevir and Janssen has commercialized Incivo (telaprevir) in the Territory under the terms of the Parent Agreement, and

WHEREAS, Vertex and Janssen each now wish to further amend the rights and obligations of the Parties under the Parent Agreement and the Website Cooperation Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Article 1 - Definitions

Capitalized terms used in this 2013 Amendment that are not defined herein will have the meaning assigned to such terms in the Parent Agreement.

1.1 "**Agreement**" means the Parent Agreement as amended by this 2013 Amendment.

1.2 **"ELC Patents"** means a Janssen Assigned Patent, which has the family designation VPI/00-131 as listed on Schedule A.

1.3 **"Extend Study"** means the ongoing Clinical Trial entitled "A 3-Year, Virology Follow-up Study in Subjects Previously Treated With Telaprevir in Select Clinical Studies."

1.4 "**Janssen Assigned Patents**" means the Patent Rights assigned to Janssen by Vertex as defined in Section 10.2 of this 2013 Amendment.

1.5 "**Liaisons**" means the persons designated by the Parties pursuant to Section 2.2 of this 2013 Amendment and "**Liaison**" means any one of them.

1.6 **"Pediatric Study"** means the ongoing Clinical Trial entitled "An Open-Label Study of the Effect of Telaprevir in Combination With Peginterferon Alfa-2b and Ribavirin in Pediatric Subjects Infected With Hepatitis C Virus."

1.7 **"Post-Collaboration Development Activities"** mean any Development activities of a Party that are initiated after the Amendment Effective Date and that relate to the Development of a Product containing VX-950.

1.8 **"Specific Studies"** means the following Clinical Trials entitled:

1.8.1 "A 2-Part, Open Label Study of Telaprevir in Combination With Peginterferon Alfa-2a (Pegasys®) and Ribavirin (Copegus®) in Subjects Chronically Infected With Genotype 1 Hepatitis C Virus Following Liver Transplantation;" (the Refresh study 117)

1.8.2 "An Open-Label, Phase 3b Study To Determine Efficacy and Safety of Telaprevir, Pegylated-Interferon-alfa-2a and Ribavirin in Hepatitis C Genotype 1 Infected, Stable Liver Transplant Subjects;" (the study HPC3006)

1.8.3 "An Open-Label, Phase 3b Study to Determine Efficacy and Safety of Telaprevir, Pegylated-Interferon-alfa-2a and Ribavirin in Hepatitis C Virus Treatment-Naïve and Treatment-Experienced Subjects With Genotype 1 Chronic Hepatitis C and Human Immunodeficiency Virus Type 1 (HCV-1/HIV-1) Coinfection;" (the study HPC3008) and

1.8.4 "An Open Label, Phase 3 Study of Telaprevir in Combination With Peginterferon Alfa 2a (Pegasys®) and Ribavirin (Copegus®) in Subjects Coinfected With Genotype 1 Hepatitis C Virus and Human Immunodeficiency Virus Type 1(HCV/HIV-1)." (the Unite study 115)

Article 2 — Governance

2.1 **Termination of Governance Provisions.** Article 2 of the Parent Agreement shall terminate in its entirety as of the Amendment Effective Date.

2.2 **Liaisons.** Promptly after the Amendment Effective Date, the Parties will designate Liaisons to receive communications and to communicate regarding (a) the conduct of Clinical Trials by a Party during the Term in which Product containing VX-950 is administered, including for the Pediatric Study, and (b) the Agreement. Any reference in the Agreement to the JSC or any other governance committee will be a reference to the Liaison of a Party as appropriate.

2.3 **Diligent Efforts.** For clarity, except as specifically provided herein, all obligations of the Parties to use diligent efforts under the Agreement are terminated.

2.4 **Safety.** For clarity, the governance provisions of the Pharmacovigilance Agreement, dated August 28, 2012, by and among the Parties and Mitsubishi Tanabe Pharma Corporation (the "**Pharmacovigilance Agreement**"), including provisions relating to

the DST and SOWG (as defined in the Pharmacovigilance Agreement), are not affected by this 2013 Amendment.

Article 3 - Development

3.1 Termination of Development Provisions. Sections 3.1, 3.2, 3.3, 3.4, 3.5.1, 3.6, 3.7.2 and 3.7.5 of the Parent Agreement shall terminate in their entirety as of the Amendment Effective Date.

3.2 Post-Collaboration Development Activities. Section 3.5 of the Parent Agreement (excluding all governance provisions contained therein) shall continue to be applicable to Additional Development Activities initiated by a Party prior to the Amendment Effective Date, and the following shall be inserted after the final paragraph of Section 3.5:

> "Each Party shall have the right to conduct Post-Collaboration Development Activities at such Party's sole expense. A Party may include results from any Post-Collaboration Development Activities conducted by the other Party with a Regulatory Authority to the extent that filing such results is required for safety purposes by the Regulatory Authority. A Party who wishes to include the results from the other Party's Post-Collaboration Development Activities in Regulatory Filings for other than required safety reasons shall have the right to do so to support a label claim or a change in an approved label in such Party's territory in return for a payment to the Party that conducted those activities in an amount equal to one hundred twenty five percent (125%) of the Development costs incurred by such Party in the conduct of those Post-Collaboration Development Activities."

3.3 Regulatory Submissions and Regulatory Approvals. Sections 3.7.1, 3.7.3 and 3.7.4 of the Parent Agreement shall continue in full force and effect. Drafts of material submissions made by a Party to, or correspondence with, Regulatory Authorities in such Party's territory regarding the Product will be provided to the other Party to the extent practicable a reasonable period prior to such submission.

3.4 Pediatric Study. The Parties agree to conduct the Pediatric Study as follows: (a) Vertex shall be responsible for using Diligent Efforts, including compliance with applicable law and Good Clinical Practice, to conduct the Pediatric Study as provided in the Global Development Plan as of the Amendment Effective Date, and (b) Vertex shall be reimbursed by Janssen for costs of the Pediatric Study as provided in Section 9.3 of the Parent Agreement as amended hereby. The Parties' Liaisons shall review any proposed amendments to the Pediatric Study presented by either Party and may approve or disapprove any such proposed amendments; provided that such Pediatric Study shall be amended by the Parties to the extent required by any relevant Regulatory Authority. Disagreements regarding the Pediatric Study that cannot be resolved by the Liaisons shall be submitted for resolution as Unresolved Matters under the provisions of Section 14.2 of the Parent Agreement.

The Parties will use diligent efforts, in consultation with the other Party, to obtain waivers from the Regulatory Authorities in the United States, on the part of Vertex, and the Territory, on the part of Janssen, of the requirement to conduct the Pediatric Study. If (A) Vertex obtains appropriate waiver(s) (as determined in the sole discretion of Vertex) of such requirement from all relevant Regulatory Authorities in its territories and (B) Janssen obtains appropriate waiver(s) (as determined in the sole discretion of Janssen) of such requirement from all relevant Regulatory Authorities in the Territory, then the Parties will discontinue the Pediatric Study as promptly as practicable subject to applicable law, Good Clinical Practice and patient safety considerations.

3.5 Extend Study. The Parties agree to conduct the Extend Study as follows: (a) the Parties shall be responsible for using Diligent Efforts, including compliance with applicable law and Good Clinical Practice, to conduct the Extend Study as provided in the Global Development Plan as of the Amendment Effective Date, and (b) each Party shall be reimbursed by the other Party for costs of the Extend Study as provided in Section 9.3 of the Parent Agreement as amended hereby. The Parties' Liaisons shall review any proposed amendments to the Extend Study presented by either Party and may approve or disapprove any such proposed amendments; provided that such Extend Study shall be amended by the Parties to the extent required by any relevant Regulatory Authority. Disagreements regarding the Extend Study that cannot be resolved by the Liaisons shall be submitted for resolution as Unresolved Matters under the provisions of Section 14.2 of the Parent Agreement.

3.6 Specific Studies. Notwithstanding Section 3.5 of the Parent Agreement, the Parties have decided to share the results of the Specific Studies at no cost to the other Party. The Parties will make such disclosures to each other, execute such documents and provide such rights of reference to enable the other Party to submit to Regulatory Authorities such Janssen Know-How and Vertex Know-How generated as a result of these Specific Studies and to obtain the intended modifications to the Regulatory Approvals supported by such know-how. The Licenses of Sections 7.2 and 7.3 of the Parent Agreement will include a license to the Vertex Know-How and the Janssen Know-How resulting from any know-how generated as a result of and any Vertex Patent Rights or Janssen Patent Rights resulting from inventions conceived or reduced to practice as a result of the Specific Studies.

3.7 Wind-down. The Parties shall as promptly as practicable wind down all "other" activities, if any, contemplated by the Global Development Plan as of the Amendment Effective Date ("other" meaning other than the Pediatric Study, the conduct of which shall be governed by Section 3.4 of this 2013 Amendment, the Extend Study, the conduct of which shall be governed by Section 3.5 of this 2013 Amendment, and the Specific Studies).

Article 4 - Manufacture and Supply

4.1 Termination of Manufacture and Supply Provisions. Sections 4.1, 4.2, 4.3, 4.4, 4.5 and 4.7 of the Parent Agreement shall terminate in their entirety as of the Amendment Effective Date.

4.2 Clinical and Commercial Supplies. The Manufacture and supply of Product for both clinical and commercial purposes will occur in accordance with the terms of this 2013 Amendment as follows:

(a) Clinical. Each Party shall use its own supply of VX-950 for Clinical Trials conducted by or on behalf of such Party in accordance with the licenses granted in the Agreement.

(b) Commercial. Janssen will be responsible for the Manufacture of Product for Commercialization in the Territory, and Vertex will be responsible for the Manufacture of Product for Commercialization in its territories. If Janssen requests from Vertex any commercial quantities of VX-950, to the extent such commercial quantities are then available and will not adversely affect Vertex's Commercialization of Products containing VX-950 in its territories, Vertex will provide such quantities to Janssen at Vertex's standard cost of goods to manufacture such quantities plus customary shipping, handling and insurance costs pursuant to the Supply Agreement dated July 9, 2009 (the "**Supply Agreement**") between the Parties.

4.3 Supply Agreement and Quality Agreement.

4.3.1 Section 6.6 of the Supply Agreement is deleted in its entirety and the following is substituted therefor:

"Survival. Notwithstanding anything in this Supply Agreement to the contrary, the following provisions herein shall survive the termination of this Supply Agreement: last sentence of Section 2.2, Sections 3.1, 6.3, 6.6, 9.1, 9.2, 9.4-9.13, and Articles 7 and 8, and the provisions of the Quality Agreement which by their terms survive such termination."

4.3.2 The Supply Agreement, as amended by Section 4.3.1 of this 2013 Amendment, is terminated as of the Amendment Effective Date.

4.3.3 The Quality Agreement dated June 23, 2009, as amended, is terminated as of the Amendment Effective Date.

Article 5 - Commercialization

5.1 Termination of Commercialization Provisions. Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.8 and 5.9 of the Parent Agreement shall terminate in their entirety as of the Amendment Effective Date.

5.2 Resource Allocation. Janssen will be permitted to allocate resources to the Commercialization of the Product according to its own internal decision making process. Janssen shall be solely responsible for all decisions regarding the prices charged for the Product in the Territory, as well as discounts, rebates and all other deductions from Net Sales allowed under Section 1.77 of the Parent Agreement.

5.3 Referral of Orders; Returns. Section 5.6 of the Parent Agreement shall remain in full force and effect; provided that if Product sold in the Territory is returned to Vertex, Vertex shall promptly ship such Product to a facility designated by Janssen, at Janssen's expense.

5.4 Pharmacovigilance, Adverse Event and Product Complaint Reporting Procedures.

5.4.1 Agreement. The Pharmacovigilance Agreement shall continue to govern the rights and obligations of the Parties regarding pharmacovigilance, adverse events and product complaint reporting procedures and is not modified by this 2013 Amendment. Section 5.7 of the Parent Agreement shall remain in full force and effect (subject to the later executed Pharmacovigilance Agreement) except that Vertex shall not have the option to transfer to Janssen the global adverse event database and related performance obligations set forth in the Pharmacovigilance Agreement.

5.4.2 Database. The Parties agree to use commercially reasonable efforts to allow Janssen to, by March 1, 2014, (1) cease processing VX-950 adverse events in Vertex's Argus Global Safety Database and (2) begin exchanging adverse events electronically (E2B) with Vertex from Janssen's Safety Database; provided that this transition will not occur until the electronic exchange (a) meets the requirements set forth in ICH E2B (R2) – Maintenance of the ICH Guideline on Clinical Safety Data Management: Data Elements For Transmission of Individual Case Safety Reports and (b) requires only similar Vertex personnel resources as are currently required.

5.5 Medical Inquiries. Section 5.11.1 of the Parent Agreement is hereby amended by deleting (a) the words "and all such questions or inquiries worldwide regarding Diagnostics" and (b) the last sentence of such Section 5.11.1 of the Parent Agreement.

5.6 Website Cooperation Agreement. The establishment, content, operation, and maintenance of any site or domain on the internet by the Parties for the Product is subject to the Website Cooperation Agreement dated January 4, 2011 except that Article 3 of the Website Cooperation Agreement shall terminate as of the Amendment Effective Date.

5.7 Advertising and Promotional Materials. Janssen will have the right, but not the obligation, to carry Vertex's name and logo on its Product packaging, package inserts, labels and containers, and on all printed, electronic and digital material related thereto, including educational materials and advertisements, with no size requirement.

5.8 Continuing Commercial Provisions. Sections 5.7, 5.10 and 5.11.2 of the Parent Agreement shall remain in full force and effect.

Article 6 - Philanthropic Program.

6.1 Philanthropic Program. Article 6 of the Parent Agreement has been deleted in its entirety and the following is substituted therefor:

> "Each Party shall have the right but no obligation to conduct philanthropic programs with respect to the diagnosis, prevention, treatment and cure of HCV infection. Each Party will be free to qualify a bona fide program for the diagnosis, prevention, treatment and cure of HCV infection as philanthropic."

Article 7 - License Grants

7.1 License Grants. Article 7 of the Parent Agreement, as supplemented and modified by this 2013 Amendment, shall remain in full force and effect.

7.2 Additional Non-exclusive Know-How License from Vertex. Vertex and its Affiliates hereby grant to Janssen a non-exclusive, worldwide royalty-free license to use the Information disclosed by Vertex or its Affiliates under the Agreement to Janssen or its Affiliates for any purpose within Janssen and its Affiliates consistent with Janssen's obligation of confidentiality with respect to Third Parties pursuant to the Agreement. The license contained in this Section 7.2 of this 2013 Amendment may be sublicensed in accordance with Section 7.7, first paragraph, of the Parent Agreement.

7.3 Additional Licenses from Janssen. Janssen hereby grants to Vertex a perpetual, royalty-free, non-exclusive license in the Territory to Manufacture VX-950 and Products containing VX-950 for Commercial use outside the Territory under Janssen Assigned Patents. Janssen hereby grants to Vertex a perpetual, royalty-free, non-exclusive license in the Territory under the Janssen Assigned Patents for all purposes other than Developing, Manufacturing and/or Commercializing VX-950 or its bioequivalents, and Products containing VX-950 or its bioequivalents. The licenses contained in this Section 7.3 of this 2013 Amendment may be sublicensed in accordance with Section 7.7, first paragraph, of the Parent Agreement.

7.4 Additional Development License from Vertex. Vertex and its Affiliates hereby grant to Janssen a non-exclusive right and license under the Vertex Know-How, Vertex Patent Rights and Vertex's rights under Joint Patent Rights to Develop and Manufacture VX-950 and Products containing VX-950 in North America.

7.5 Paid-up Licenses. The licenses of Article 7 of the Parent Agreement and Article 7 of the 2013 Amendment shall be fully paid-up and perpetual subject to (i) the payment of royalties for Net Sales during the quarters ended September 29, 2013 and December 29, 2013, (ii) amounts payable on account of payments due to Novartis pursuant to Section 9.4.1(b) of the Agreement and (iii) amounts payable to Vertex (for payments under the Lilly Agreement) pursuant to Section 9.5 of the Agreement.

7.6 Right to Sublicense. The second paragraph of Section 7.7 of the Parent Agreement shall be deleted in its entirety. Each Party promptly shall provide written notice to the other Party of any sublicense granted pursuant to Section 7.7 of the Agreement, except in case of sublicenses to Affiliates.

7.7 Other License Amendments. The licenses of Sections 7.1, 7.2, 7.3 and 7.4 of the Parent Agreement are amended in the last sentence after the phrase "Additional Development Activities" to add the phrase "or Post Collaboration Development Activities."

Article 8 — Intentionally Left Blank

Article 9 - Financial Provisions

Except as provided for in this 2013 Amendment, all obligations of Janssen and Vertex to pay royalties, license fees, milestones and/or development cost reimbursement under the Agreement (including Section 9.1 of the Parent Agreement) will terminate.

9.1 One-time License Fee. In consideration for royalties that would have otherwise been payable to Vertex related to Net Sales in the Territory on or after December 29, 2013 pursuant to Section 9.4.1(a) of the Parent Agreement and the covenants and the licenses under this 2013 Amendment, Janssen shall pay Vertex a one-time non-refundable, non-creditable payment of One Hundred Fifty Two Million Dollars (US $152,000,000) within ten (10) Business Days of the Amendment Effective Date.

9.2 Royalties Milestones and Other Payments.

(a) Section 9.2 of the Parent Agreement shall terminate in its entirety as of the Amendment Effective Date.

(b) Sections 9.4.1(a) and 9.4.2 of the Parent Agreement shall terminate effective upon the fulfillment of Janssen's obligations to pay royalties on Net Sales in the Territory for the Calendar Quarter ended December 29, 2013.

(c) Section 9.4.1(b) of the Parent Agreement shall be terminated in its entirety immediately following the Calendar Quarter ending December 29, 2013 and the following substituted therefor:

> "9.4.1 (b) **Amounts Payable During Term of Novartis Collaboration Agreement.** Janssen shall pay to Vertex an amount equal to 2% on cumulative Net Sales of Products in the Territory during the period and ending on the date of termination or expiration (no later than December 31, 2023) of Vertex's obligations to make revenue sharing payments on account of telaprevir sales pursuant to the Collaboration and License Agreement, dated as of October 26, 2011, between Vertex and Novartis Vaccines and Diagnostics, Inc. Pursuant to a letter understanding dated October 26, 2011

between Novartis and Janssen (the "**Novartis Letter Agreement**"), Novartis has acknowledged and agreed that pursuant to the provisions of the License Agreement between R.W. Johnson Pharmaceutical Research Institute a division of Ortho-McNeil Pharmaceutical Inc and Chiron Corporation dated 21 December 2000 as amended by amendment #2 with an effective date of 30 December 2004 (the "**Novartis/Janssen HCV License**"), Janssen shall have no obligation to pay royalties or milestones to Novartis under the Novartis/Janssen HCV License on account of telaprevir sales by Janssen in 2011 (on account of which Vertex has made an upfront payment under the Novartis Collaboration Agreement), or, on or after January 1, 2012, on account of which Vertex will make revenue sharing payments under the Novartis Collaboration Agreement, provided that Vertex fulfills its obligations under the Novartis Collaboration Agreement to make payment on account of those sales. Accordingly, Janssen shall have no obligation to pay the 2% on any Net Sales of Products that, solely as a result of Vertex's failure to make payments due under the Novartis Collaboration Agreement on account of such Net Sales, are subject to the payment of royalties under the Novartis/Janssen HCV License. If, notwithstanding the provisions in the Novartis Letter Agreement, Janssen is required to pay royalties or milestones to Novartis under the Novartis/Janssen HCV License for telaprevir sales, this Article 9.4.1 (b) shall not apply to such telaprevir sales."

(d) If Net Sales of VX-950 in the Territory for the period beginning on December 30, 2013 and ending on December 28, 2014 exceed Three Hundred Twenty-Five Million Dollars (US $325,000,000), Janssen shall make a one-time additional payment to Vertex of Fifteen Million Dollars (US $15,000,000) within thirty (30) days of the completion of the Calendar Quarter in which such milestone is first achieved.

9.3 Cost Reimbursement. Section 9.3 of the Parent Agreement is hereby amended to provide that (a) amounts payable by Vertex to Janssen will not be carried over from quarter to quarter and shall be paid on receipt of invoice from Janssen and (b) the right of each Party to inspect the books and records of the other Party pursuant to Section 9.3 shall only apply to Global Development Costs incurred on or after January 1, 2013 by the Party maintaining the books and records.

9.4 Third Party Licenses. The first sentence of Section 9.5 of the Parent Agreement shall be deleted in its entirety and replaced with the following:

"Janssen shall be responsible (except as provided in Section 9.4.1(b)) for one hundred percent (100%) of any royalties, or other amounts relating to intellectual

property rights, payable to any Third Party on account of Products sold in the Territory by Janssen, its Affiliates or sublicensee (except for Vertex), and shall pay to Vertex, in accordance with the procedures that have been established by the Parties prior to this Amendment Effective Date for such payments: (a) the 4% royalty on Net Sales to the extent payable to Eli Lilly and Company pursuant to the Research and Development Agreement between Vertex Pharmaceuticals Incorporated and Eli Lilly and Company effective June 11, 1997, as amended through and including the Fourth Amendment dated November 5, 2002 (the "**Lilly Agreement**") and (b) as applicable, a 4% royalty on net sales (analogous to Net Sales except applied to product other than Product), to the extent payable to Eli Lilly and Company as above, on Bulk Drug Substance and/or Drug Product (both as defined in the Lilly Agreement), other than a Product, the manufacture, use or sale of which is covered by a Valid Claim (as defined in the Lilly Agreement) of an ELC Patent, sold in the Territory by Janssen, its Affiliates or sublicensees (except for Vertex). Vertex represents and warrants that: (i) the ELC Patents are Lilly Patents or Program Patents (both as defined in the Lilly Agreement) and (ii) the compounds claimed as a composition of matter by a Valid Claim of the ELC Patents are Project Compounds (as defined in the Lilly Agreement). Vertex shall pay such amounts directly to Lilly as set forth in the Lilly Agreement."

9.5 Reports. Section 9.6 of the Parent Agreement shall terminate in its entirety effective immediately following the delivery of the quarterly written report to be furnished to Vertex for the Calendar Quarter ending December 29, 2013, and the following shall be substituted therefor:

"Janssen shall furnish to Vertex a quarterly written report, at the end of each Calendar Quarter, showing the Net Sales of Products in each country in the Territory during the reporting period, and any permitted deductions from gross sales taken to arrive at the Net Sales calculation. Reports shall be due no later than the twentieth (20^{th}) day following the close of each Janssen Calendar Quarter. Janssen shall keep complete and accurate records in sufficient detail to enable the information provided hereunder to be verified by Vertex's accounting firm pursuant to Section 9.7 of this Agreement in the case that under the Novartis Letter Agreement or the Lilly Agreement a request is made by such counterparty to audit the Net Sales in the Territory or in order for Vertex to verify the written report on the Net Sales of Products in the Territory between December 30, 2013 and December 28, 2014."

9.6 Audits, Payments and Income Tax Withholdings. Sections, 9.8, 9.9 and 9.10 of the Parent Agreement shall remain in full force and effect and apply to any payment obligation under the Agreement. Section 9.7 of the Parent Agreement will only apply to reporting (a) under the Parent Agreement between December 30, 2012 and December 29, 2013 or (b) under Section 9.5 of this 2013 Amendment for periods on or after December 30, 2012. For clarity, all audit rights under Section 9.7 will terminate as of March 1, 2015 except in the case of an audit request made under the Novartis Letter Agreement or the Lilly Agreement.

9.7 Parallel Importation. Section 9.11 of the Parent Agreement shall terminate in its entirety as of the Amendment Effective Date.

Article 10 - Intellectual Property

10.1 General. Article 10 of the Parent Agreement, as supplemented and modified by this 2013 Amendment, shall remain in full force and effect.

10.2 Assignment. Contemporaneously to the execution of this 2013 Amendment, Vertex shall execute the patent assignments attached as Schedule B. These patent assignments convey legal and equitable ownership to Janssen of the Vertex Patent Rights and the Vertex interest in Joint Patent Rights in the Territory that are listed as "Assigned" patents on Schedule A (the "**Janssen Assigned Patents**"). Janssen shall have all rights of ownership, including any right and responsibility of prosecution, maintenance and enforcement of the Janssen Assigned Patents at its sole expense, subject to the licenses granted pursuant Section 7.3 of this 2013 Amendment. The Janssen Assigned Patents will no longer be Vertex Patent Rights or Joint Patent Rights and will not be Janssen Patent Rights under the Agreement. Except as specifically provided for herein, Janssen shall have no obligations to Vertex as to and Vertex shall have no rights in the Janssen Assigned Patents. Vertex agrees to execute such documents and perform such acts as may be reasonably necessary to record or otherwise effectuate such assignments. Notwithstanding the foregoing, the Parties agree to coordinate regarding the prosecution and any other proceedings relating to the Janssen Assigned Patents.

10.3 Reimbursement. Janssen's obligation to reimburse Vertex for one-half of all Patent Costs incurred by Vertex in the preparation, prosecution and maintenance of Vertex Patent Rights in North America as set forth in Section 10.1 of the Parent Agreement is terminated. Janssen's obligation to reimburse Vertex for one-half of all Patent Costs in the preparation, prosecution and maintenance of Vertex Patent Rights in the Territory as set forth in Section 10.1 of the Parent Agreement is unchanged.

10.4 ELC Patents. Janssen shall give Vertex sixty (60) days advance notice of any decision to cease preparation, filing, prosecution or maintenance any patents or patent applications within the ELC Patents (each, a "**Discontinued Patent**"). Janssen acknowledges that Eli Lilly and Company would have the right to elect to continue preparation, filing, prosecution and maintenance of such Discontinued Patents at Eli Lilly and Company's sole expense. Janssen agrees to assign ownership of such Discontinued Patents to Eli Lilly and Company and to execute such documents and perform such acts as may be reasonably necessary for Eli Lilly and Company to file or to continue its prosecution or maintenance of such Discontinued Patents. Notwithstanding the assignment of the ELC Patents in Section 10.2 of this 2013 Amendment, Janssen acknowledges and agrees that Eli Lilly and Company retains a fully paid-up, non-exclusive, worldwide license without any right to sublicense, to the ELC Patents for Eli Lilly and Company's internal research purposes only.

Article 11 - Confidentiality

11.1 Confidentiality and Non-use. Section 11.1 of the Parent Agreement, as supplemented and modified by this 2013 Amendment, shall remain consistent with the licenses granted herein (including in Section 7.2 of this 2013 Amendment) in full force and effect.

11.2 Consultant and Advisor Obligations. Section 11.2 of the Parent Agreement is deleted in its entirety as of the Amendment Effect Date and the following is substituted therefor:

"Each Party agrees that it and its Affiliates shall provide or permit access to Information received from the other Party and such Party's Affiliates and representatives only to consultants, Permitted Sublicensees and subcontractors of the receiving Party, and to the consultants, Permitted Sublicensees and subcontractors of the receiving Party's Affiliates, who in such Party's reasonable judgment have a need to know such Information to assist the receiving Party with the activities contemplated by this Agreement and who are subject to obligations of confidentiality and non-use with respect to such Information no less restrictive than the obligations of confidentiality and non-use of the receiving Party pursuant to Section 11.1 of the Parent Agreement; provided that each Party shall remain responsible for any failure by its Affiliates, and its and its Affiliates' respective consultants, permitted subcontractors and sublicensees, to treat such Information as required under Section 11.1 of the Parent Agreement (as if such Affiliates, consultants, permitted subcontractors and sublicensees were Parties directly bound to the requirements of Section 11.1)."

11.3 Publication. Section 11.3 of the Parent Agreement is deleted in its entirety as of the Amendment Effective Date and the following is substituted therefor:

"Each of Janssen and Vertex reserves the right to publish or publicly present any results (the "**Results**") related to the Product, subject to the following terms and conditions. The Party proposing to publish or publicly present the Results (the "**Publishing Party**") will submit a draft of any proposed manuscript, abstract or speech to the other Party (the "**Non-Publishing Party**") for comments at least sixty (60) days prior to submission for publication or oral presentation. The Non-Publishing Party shall notify the Publishing Party in writing within thirty (30) days of receipt of such draft whether such draft contains (i) information of the Non-Publishing Party which it considers to be confidential under the provisions of Section 11.1 of the Agreement, or (ii) information that if published would have an adverse effect on a patent application covering the subject matter of this Agreement. In any such notification, the Non-Publishing Party shall indicate with specificity its suggestions regarding the manner and degree to which the Publishing Party may disclose such information. In the case of item (i) above, no Party may publish Information of the other Party without its consent in violation of Section 11.1 of this Agreement. In the case of item (ii) above, the Non-Publishing Party may request a delay and the Publishing Party shall delay such

publication or presentation, for a period not exceeding ninety (90) days, to permit the timely preparation and filing of a patent application or an application for a certificate of invention covering the information at issue. The Parties agree that authorship of any publication or presentation will be determined based on the customary standards then being applied in the relevant scientific journal or conference. The forgoing provisions shall not be interpreted to prevent the publication by a Party of information required by law to be published by that Party.

This Section 11.3 shall terminate with the termination of the Agreement, but the provisions of Section 11.1 hereof shall continue to govern the disclosure by one Party, whether by publication or otherwise, of Information of the other for two years after termination or expiration of this Agreement."

11.4 Publicity/Use of Names. Section 11.4 of the Parent Agreement shall remain in full force and effect and shall apply to this 2013 Amendment. The Parties shall agree upon the timing and content of an initial press release relating to the execution of this 2013 Amendment and its terms.

Article 12 - Representations and Warranties; Indemnification

12.1 Authority. Each Party represents and warrants that this 2013 Amendment, including the release contained in Article 16 hereof, has been duly executed and delivered by such Party and constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws related to creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of such Party, its officers and directors.

12.2 General. Article 12 of the Parent Agreement shall remain in full force and effect.

Article 13 -Term

Article 13 of the Parent Agreement is deleted in its entirety and replaced by the following:

13.1 Term. The Agreement shall be effective as of the Effective Date and shall continue in effect until the later of (i) the last to expire of the Janssen Assigned Patents or the Vertex Patent Rights licensed to Janssen pursuant to Article 7 of the Agreement or (ii) the last required payment by Janssen to Vertex pursuant to this Agreement.

13.2 Survival. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination. In addition to any other provisions which by their terms specifically survive expiration or termination of this Agreement, the following provisions shall indefinitely survive any expiration or termination of the Agreement:

Article 7 of this 2013 Amendment, Article 12 of this 2013 Amendment, Article 13 of this 2013 Amendment, Article 14 of this 2013 Amendment, Sections 14.1 and 14.5 of the Agreement, Article 15 of this 2013 Amendment, Article 15 of the Agreement, Article 16 of this 2013 Amendment, and the definitions of terms from Article 1 of the Parent Agreement and this 2013 Amendment that are used in any of the surviving provisions of the Agreement.

Article 14 -- Governing Law and Dispute Resolution

14.1 Governing Law and Dispute Resolution. Article 14 of the Parent Agreement, as amended and supplemented by this 2013 Amendment, shall remain in full force and effect and shall apply to the provisions of this 2013 Amendment.

14.2 Amendment of Dispute Resolution Provisions. Section 14.3 of the Parent Agreement is deleted in its entirety as of the Amendment Effect Date and the following is substituted therefor:

> "If the Executive Officers fail to come to consensus on any matter properly referred to the Executive Officers within the period for resolution set forth in Section 14.2 (an "**Unresolved Matter**") such dispute shall be settled in accordance with Section 14.5 of the Agreement."

Article 15 - Miscellaneous

15.1 Miscellaneous. Article 15 of the Parent Agreement shall remain in full force and effect and shall apply to the provisions of this 2013 Amendment.

Article 16 -- Mutual Releases

16.1 Release of Janssen. Vertex, on behalf of itself and its Affiliates and, as applicable, each of its and its Affiliates' employees, successors, assigns, current and former directors and officers, shareholders and direct and indirect parents, hereby fully and forever releases and discharges each of Janssen and its Affiliates, each of their employees, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, successors, assigns, current and former directors and officers, shareholders and direct and indirect parents, subsidiaries and Affiliates from and against any and all liability, claims, demands, contracts, debts, obligations, damages, losses, actions, causes of action, or suits of whatever kind or nature, whether known or unknown, based on any claim (each, a "**Janssen Released Claim**") arising under the Parent Agreement and existing as of the Amendment Effective Date, except for any claims based on (i) breach by Janssen or its Affiliates of any payment obligation under the Parent Agreement, including any underpayment of royalties due to Vertex, Eli Lilly and Company or Novartis Vaccines and Diagnostics, Inc., (ii) fraudulent acts by Janssen or its Affiliates in connection with the activities contemplated by the Parent Agreement, (iii) breach by Janssen or its Affiliates of its confidentiality obligations to Vertex under the Parent Agreement resulting in unauthorized disclosures to Third

Parties or (iv) breach by Janssen or its Affiliates of the Pharmacovigilance Agreement. Vertex covenants not to sue or otherwise institute or prosecute any legal, administrative or other proceeding against any of Janssen or its Affiliates based on any Janssen Released Claim.

16.2 Release of Vertex. Janssen, on behalf of itself and its Affiliates and, as applicable, each of its and its Affiliates' employees, successors, assigns, current and former directors and officers, stockholders and direct and indirect parents, hereby fully and forever releases and discharges each of Vertex and its Affiliates, each of their employees, agents, attorneys, insurers, accountants, heirs, executors, administrators, conservators, successors, assigns, current and former directors and officers, shareholders and direct and indirect parents, subsidiaries and Affiliates, from and against any and all liability, claims, demands, contracts, debts, obligations, damages, losses, actions, causes of action, or suits of whatever kind or nature, whether known or unknown, based on any claim (each, a "**Vertex Released Claim**") arising under the Parent Agreement and existing as of the Amendment Effective Date, except for any claims based on (i) breach by Vertex or its Affiliates of any payment obligation to Janssen under the Parent Agreement, (ii) fraudulent acts by Vertex or its Affiliates in connection with the activities contemplated by the Parent Agreement, (iii) breach by Vertex or its Affiliates of its confidentiality obligations to Janssen under the Parent Agreement resulting in unauthorized disclosures to Third Parties or (iv) breach by Vertex or its Affiliates of the Pharmacovigilance Agreement. Janssen covenants not to sue or otherwise institute or prosecute any legal, administrative or other proceeding against Vertex or its Affiliates, based on any Vertex Released Claim.

16.3 Non-Assignment of Claims. Each Party hereto represents and warrants to the other Party that no portion of any claim, right, interest, demand, debt, liability, account, obligation or cause of action released herein has been assigned, conveyed or transferred, by operation of law or otherwise, to any other person or entity. In the event that any claim, demand or suit should be made or instituted against any Party hereto because of any such purported assignment, conveyance or transfer, the Party from whom such assignment, conveyance or transfer was alleged to have occurred agrees to indemnify and hold harmless the other Party against such claim, suit or demand and to pay and satisfy any such claim, suit or demand, including all expenses of investigation, attorneys' fees and costs.

16.4 Later Discovered Facts. The Parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to matters or things under or related to the Agreement, or any aspect of the relevant business relationship by or between the Parties. Nevertheless, it is the Parties' intention to fully, finally, and forever settle and release all such matters and all claims within the scope of the above releases that may exist or may heretofore have existed.

16.5 Voluntary Execution. The Parties respectively represent and warrant that:

16.5.1 No Party has made any statement or representation to the other Party regarding any fact relied upon in entering into Article 16 of the 2013 Amendment. Article 16 of this 2013 Amendment is made without reliance upon any inducement, statement, promise, or representation other than those contained within this 2013 Amendment.

16.5.2 This 2013 amendment is executed voluntarily and without any duress or undue influence on the part of or on behalf of the Parties hereto, with the full intent of releasing all claims, except as expressly reserved herein.

IN WITNESS WHEREOF, the Parties have executed this 2013 Amendment as of the date set forth below.

JANSSEN PHARMACEUTICA, N.V.

By: /s/ Ludo F. Lauwers
Name: Dr. Ludo F. Lauwers, M.D.
Title: Senior Vice President
Vice-Chairman Management Board
Janssen Pharmaceutica NV

Date: November 19, 2013

By: /s/ Peter Putteman
Name: Peter Putteman
Title: General Manager
Janssen Supply Chain Beerse

Date: November 19, 2013

VERTEX PHARMACEUTICALS INCORPORATED

By: /s/ Ian Smith
Name: Ian Smith
Title: EVP & Chief Financial Officer

Date: November 19, 2013

Confidential Treatment Requested

Schedule A

Assigned Patents

Confidential Treatment Requested

Schedule A – Assigned Patents

VPI/00-131 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/00-131 AL	ALBANIA	AL/P/2009/3085	EPP	1320540	1320540	Granted	13-May-2009	TBD	N/A	N/A
VPI/00-131 AM	ARMENIA	200300318	EUC		11547	Granted	14-Jan-2009	TBD	N/A	N/A
VPI/00-131 AM DV1	ARMENIA	200701869	EUC		17556	Granted	30-Jan-2013	TBD	N/A	N/A
VPI/00-131 AR	ARGENTINA	10104168	ORD		AR03035B1	Granted	24-Jan-2013	Not Available	N/A	N/A
VPI/00-131 AR DV1	ARGENTINA	90102351	ORD	AR 072313		Published		Not Available	N/A	N/A
VPI/00-131 AR DV2	ARGENTINA	90102352	ORD	AR 072314		Published		Not Available	N/A	N/A
VPI/00-131 AR DV3	ARGENTINA	20120104265	ORD			Pending		Not Available	N/A	N/A
VPI/00-131 AT	AUSTRIA	E 431358	EPP	1320540	1320540	Granted	13-May-2009	Pending	SZ 9/2012	Filed 3/16/2012
VPI/00-131 AU	AUSTRALIA	2001288318	PCT		2001288318	Granted	10-Jan-2008	Granted	N/A	Granted 2/13/13; Expires 8/31/26
VPI/00-131 AU DV1	AUSTRALIA	2007240156	DIV		2007240156	Granted	15-Mar-2012	Granted	N/A	Granted 3/21/13; Expires 8/31/26
VPI/00-131 AU DV2	AUSTRALIA	2012201015	DIV			Pending		TBD	N/A	N/A
VPI/00-131 AZ	AZERBAIJAN	200300318	EUC		11547	Granted	14-Jan-2009	Not Available	N/A	N/A
VPI/00-131 AZ DV1	AZERBAIJAN	200701869	EUC		17556	Granted	30-Jan-2013	Not Available	N/A	N/A
VPI/00-131 BE	BELGIUM	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	2012C/010	Filed 3/16/12
VPI/00-131 BR	BRAZIL	0113666-6	PCT	1812		Published		Not Available	N/A	N/A
VPI/00-131 BY	BELARUS	200300318	EUC		11547	Granted	14-Jan-2009	TBD	N/A	N/A
VPI/00-131 BY DV1	BELARUS	200701869	EUC		17556	Granted	30-Jan-2013	TBD	N/A	N/A
VPI/00-131 CH	SWITZERLAND	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	C01320540/01	Filed 3/8/12
VPI/00-131 CH DV4	SWITZERLAND	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 CL	CHILE	20822001	ORD		45990	Granted	6-Oct-2009	TBD	N/A	N/A
VPI/00-131 CL DV1	CHILE	3382007	DIV			Pending		TBD	N/A	N/A
VPI/00-131 CL DV2	CHILE	330-2010	DIV			Pending		TBD	N/A	N/A
VPI/00-131 CO	COLOMBIA	3016961	PCT	545	59726	Granted	29-Oct-2010	Not Available	N/A	N/A
VPI/00-131 CO DV1	COLOMBIA	3016961A	DIV		39902	Granted	30-Jul-2010	Not Available	N/A	N/A
VPI/00-131 CO DV3	COLOMBIA	3016961C	DIV			Pending		Not Available	N/A	N/A
VPI/00-131 CY	CYPRUS	CY2009 1100765	EPP	1320540	1320540	Granted	13-May-2009	Granted	CY2012007	Granted 6/6/12; Expires 8/31/26
VPI/00-131 CZ	CZECH REPUBLIC	20030595	PCT			Pending		TBD	N/A	N/A

VPI/00-131 CZ DV1	CZECH REPUBLIC	PV2013-353	DIV			Pending		TBD	N/A	N/A
VPI/00-131 DE	GERMANY	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	122012000015.2	Filed 3/19/12
VPI/00-131 DE DV4	GERMANY	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 DK	DENMARK	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	CA 2012 00007	Filed 3/19/12
VPI/00-131 DK DV4	DENMARK	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 DZ	ALGERIA	30064	PCT		3438	Granted	6-Sep-2005	Not Available	N/A	N/A
VPI/00-131 EA	EURASIAN PATENT	200300318	PCT		11547	Granted	14-Jan-2009	Not Available	N/A	N/A
VPI/00-131 EA DV1	EURASIAN PATENT	200701869	DIV		17556	Granted	30-Jan-2013	Not Available	N/A	N/A
VPI/00-131 EC	ECUADOR	34493	PCT			Pending		Not Available	N/A	N/A
VPI/00-131 EC DV1	ECUADOR	77217	DIV			Pending		Not Available	N/A	N/A
VPI/00-131 EG	EGYPT	935/2001	PCT			Pending		Not Available	N/A	N/A
VPI/00-131 EP	EUROPEAN	1968040.4	PCT	1320540	1320540	Granted	13-May-2009	Not Available	N/A	N/A
VPI/00-131 EP DV1	EUROPEAN	7111000.1	DIV	1849797		Published		Not Available	N/A	N/A
VPI/00-131 EP DV2	EUROPEAN	7012483.9	DIV	1958956		Published		Not Available	N/A	N/A
VPI/00-131 EP DV3	EUROPEAN	7012484.7	DIV	1876173		Published		Not Available	N/A	N/A
VPI/00-131 EP DV4	EUROPEAN	7012485.4	DIV	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 EP DV5	EUROPEAN	10185132.7	DIV	2368877		Published		Not Available	N/A	N/A
VPI/00-131 EP DV6	EUROPEAN	10185148.3	DIV	2368878		Published		Not Available	N/A	N/A
VPI/00-131 EP DV7	EUROPEAN	10185155.8	DIV	2368901		Published		Not Available	N/A	N/A
VPI/00-131 EP DV8	EUROPEAN	10185722.5	DIV	2371839		Published		Not Available	N/A	N/A
VPI/00-131 ES	SPAIN	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	201200008	Granted 12/17/12; Expires 8/31/26
VPI/00-131 ES DV4	SPAIN	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 FI	FINLAND	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	C20120011	Filed 3/16/12
VPI/00-131 FR	FRANCE	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	12C0018	Granted 12/28/12; Expires 8/30/26
VPI/00-131 FR DV4	FRANCE	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 GB	UNITED KINGDOM	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	SPC/GB12/010	Filed 3/16/12
VPI/00-131 GB DV4	UNITED KINGDOM	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 GR	GREECE	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	20120800008	Granted 2/11/13; Expires 9/1/26
VPI/00-131 HR	CROATIA	20030139	PCT	02/2005		Published		TBD	N/A	N/A
VPI/00-131 HU	HUNGARY	300855	PCT			Pending		TBD	N/A	N/A
VPI/00-131 HU DV1	HUNGARY	P13 00255	DIV			Pending		TBD	N/A	N/A
VPI/00-131 IE	IRELAND	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	2012/009	Filed 3/16/12
VPI/00-131 IE DV4	IRELAND	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 IL	ISRAEL	154671	PCT		154671	Granted	1-Mar-2012	Pending	N/A	Filed 6/10/12

VPI/00-131 IL DV1	ISRAEL	185644	DIV			Pending		TBD	N/A	N/A
VPI/00-131 IL DV2	ISRAEL	215892	DIV			Pending		TBD	N/A	N/A
VPI/00-131 IL DV3	ISRAEL	215890	DIV			Pending		TBD	N/A	N/A
VPI/00-131 IL DV4	ISRAEL	215891	DIV			Pending		TBD	N/A	N/A
VPI/00-131 IN	INDIA	0242KOLNP2003	PCT		212710	Granted	12-Dec-2007	Not Available	N/A	N/A
VPI/00-131 IN DV1	INDIA	865KOLNP07	DIV			Pending		Not Available	N/A	N/A
VPI/00-131 IT	ITALY	26598/BE/2009	EPP	1320540	1320540	Granted	13-May-2009	Granted	68544	Granted 4/23/12; Expires 8/31/26
VPI/00-131 IT DV4	ITALY	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 KG	KYRGYZSTAN	200300318	EUC		11547	Granted	14-Jan-2009	TBD	N/A	N/A
VPI/00-131 KG DV1	KYRGYZSTAN	200701869	EUC		17556	Granted	30-Jan-2013	TBD	N/A	N/A
VPI/00-131 KZ	KAZAKHSTAN	200300318	EUC		11547	Granted	14-Jan-2009	TBD	N/A	N/A
VPI/00-131 KZ DV1	KAZAKHSTAN	200701869	EUC		17556	Granted	30-Jan-2013	TBD	N/A	N/A
VPI/00-131 LT	LITHUANIA	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	PA 2012 003	Granted 9/25/12; Expires 9/1/26
VPI/00-131 LU	LUXEMBOURG	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	91 960	Granted 5/21/12; Expires 8/31/26
VPI/00-131 LU DV4	LUXEMBOURG	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 LV	LATVIA	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	C/LV2012/0005	Granted 12/20/12; Expires 8/31/26
VPI/00-131 MC	MONACO	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Not Available	N/A	N/A
VPI/00-131 MC DV4	MONACO	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 MD	MOLDOVA	200300318	EUC		11547	Granted	14-Jan-2009	TBD	N/A	N/A
VPI/00-131 MD DV1	MOLDOVA	200701869	EUC		17556	Granted	30-Jan-2013	TBD	N/A	N/A
VPI/00-131 MK	MACEDONIA	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	TBD	N/A	N/A
VPI/00-131 NG	NIGERIA	372/2001	PCT		NG/C/2011/04	Granted	14-Mar-2011	Not Available	N/A	N/A
VPI/00-131 NL	NETHERLANDS	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	300518	Granted 8/31/12; Expires 8/31/26
VPI/00-131 NL DV4	NETHERLANDS	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 NO	NORWAY	20030928	PCT		329929	Granted	24-Jan-2011	Pending	2012006	Filed 4/3/12
VPI/00-131 NO DV2	NORWAY	20100999	DIV		330807	Granted	18-Jul-2011	Not Available	N/A	N/A
VPI/00-131 NZ DV1	NEW ZEALAND	541302	DIV	1534	541302	Granted	9-Aug-2007	Not Available	N/A	N/A
VPI/00-131 NZ DV3	NEW ZEALAND	569670	DIV	1569	569670	Granted	8-Jul-2010	Not Available	N/A	N/A
VPI/00-131 PE	PERU	876-2001	ORD		4184	Granted	9-Jan-2006	Not Available	N/A	N/A
VPI/00-131 PK	PAKISTAN	841/2001	ORD		140105	Pending		Not Available	N/A	N/A
VPI/00-131 PK DV1	PAKISTAN	1191/2007	DIV		140115	Pending		Not Available	N/A	N/A
VPI/00-131 PK DV2	PAKISTAN	1196/2007	DIV		140117	Pending		Not Available	N/A	N/A
VPI/00-131 PK DV3	PAKISTAN	1192/2007	DIV		140116	Pending		Not Available	N/A	N/A

VPI/00-131 PL	POLAND	365836	PCT			Granted		Pending	0192/0211019	Filed 3/19/12
VPI/00-131 PL DV1	POLAND	389234	DIV			Pending		TBD	N/A	N/A
VPI/00-131 PT	PORTUGAL	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	472	Filed 3/16/12
VPI/00-131 RO	ROMANIA	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Pending	C 2012 005	Filed 3/16/12
VPI/00-131 RU	RUSSIA	200300318	EUC		11547	Granted	14-Jan-2009	Granted	N/A	Granted 7/15/13; Expires 8/31/26
VPI/00-131 RU DV1	RUSSIA	200701869	EUC		17556	Granted	30-Jan-2013	Granted	N/A	Granted 7/15/13; Expires 8/31/26
VPI/00-131 SE	SWEDEN	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	1290007-2	Granted 10/2/12; Expires 8/31/26
VPI/00-131 SE DV4	SWEDEN	7012485.4	EPP	1878720	1878720	Granted	6-Oct-2010	Not Available	N/A	N/A
VPI/00-131 SI	SLOVENIA	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Granted	C 2012 4 0004	Granted 10/3/12; Expires 8/31/26
VPI/00-131 SK	SLOVAK REPUBLIC	20030249	PCT			Pending		TBD	N/A	N/A
VPI/00-131 TJ	TAJIKISTAN	200300318	EUC		11547	Granted	14-Jan-2009	Not Available	N/A	N/A
VPI/00-131 TJ DV1	TAJIKISTAN	200701869	EUC		17556	Granted	30-Jan-2013	Not Available	N/A	N/A
VPI/00-131 TM	TURKMENISTAN	200300318	EUC		11547	Granted	14-Jan-2009	Not Available	N/A	N/A
VPI/00-131 TM DV1	TURKMENISTAN	200701869	EUC		17556	Granted	30-Jan-2013	Not Available	N/A	N/A
VPI/00-131 TR	TURKEY	1968040.4	EPP	1320540	1320540	Granted	13-May-2009	Not Available	N/A	N/A
VPI/00-131 UA	UKRAINE	2003021834	PCT		81600	Granted	25-Jan-2008	TBD	N/A	N/A
VPI/00-131 UA DV1	UKRAINE	200710133	DIV		99895	Granted	25-Oct-2012	TBD	N/A	N/A
VPI/00-131 UA DV2	UKRAINE	201108596	DIV			Pending		TBD	N/A	N/A
VPI/00-131 VE	VENEZUELA	2001-001867	ORD			Pending		Not Available	N/A	N/A
VPI/00-131 ZA	SOUTH AFRICA	20031641	PCT		2003/1641	Granted	25-Aug-2004	Not Available	N/A	N/A

VPI/08-115 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/08-115 AU	AUSTRALIA	2009238599.0	PCT			Pending		TBD	N/A	N/A
VPI/08-115 BR	BRAZIL	PCT/US2009/002526	PCT			Pending		Not Available	N/A	N/A
VPI/08-115 EA	EURASIAN PATENT	201071230.0	PCT			Pending		TBD	N/A	N/A
VPI/08-115 EP	EUROPEAN	9735729.7	PCT		2280709	Published		Not Available	N/A	N/A
VPI/08-115 IL	ISRAEL	208726.0	PCT			Pending		Not Available	N/A	N/A
VPI/08-115 IN	INDIA	8137/DELNP/2010	PCT			Pending		Not Available	N/A	N/A
VPI/08-115 NZ	NEW ZEALAND	588655.0	PCT	588655		Granted	22-Mar-2013	Not Available	N/A	N/A
VPI/08-115 ZA	SOUTH AFRICA	2010/07435	PCT	2010/07435		Granted		Not Available	N/A	N/A

VPI/06-115 Patent Family

Docket Number	Country Name	Application Number	Case Type	Status	Publication Number	Patent Number	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/06-115 CL	CHILE	7012007	ORD	Published				TBD	N/A	N/A
VPI/06-115 EA	EURASIAN PATENT	200802008	PCT	Pending				TBD	N/A	N/A
VPI/06-115 IL	ISRAEL	194176	PCT	Pending				Not Available	N/A	N/A
VPI/06-115 NZ	NEW ZEALAND	571934	PCT	Issued		571934	3-Sep-2012	Not Available	N/A	N/A
VPI/06-115 PE	PERU	308	ORD	Granted		000094-2011	31-Jan-2011	Not Available	N/A	N/A

VPI/06-112 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/06-112 AR	ARGENTINA	P070101077	ORD			Pending		Not Available	N/A	N/A
VPI/06-112 AU DV1	AUSTRALIA	2012202730	DIV			Pending		TBD	N/A	N/A
VPI/06-112 BR	BRAZIL	PI 0709568-6	PCT	Pending		Published		Not Available	N/A	N/A
VPI/06-112 CL	CHILE	6892007	PCT			Pending		TBD	N/A	N/A
VPI/06-112 EP	EUROPEAN	7752981.6	PCT	EP 1993993		Publshed		Not Available	N/A	N/A
VPI/06-112 EP DV1	EUROPEAN	EP 11172239.3	DIV	EP 2 407 448		Published		Not Available	N/A	N/A
VPI/06-112 IL	ISRAEL	194115	PCT			Published		Not Available	N/A	N/A
VPI/06-112 IN	INDIA	3776KOLNP2008	PCT			Pending		Not Available	N/A	N/A
VPI/06-112 NZ	NEW ZEALAND	571281	PCT		571281	Issued	5-Mar-2012	Not Available	N/A	N/A
VPI/06-112 RU	RUSSIA	2008140942	PCT		2481326	Issued	10-May-2013	Not Available	N/A	N/A
VPI/06-112 RU DV1	RUSSIA	2013105768				Pending		TBD	N/A	N/A
VPI/06-112 ZA	SOUTH AFRICA	2008/08646	PCT		2008/08646	Issued	29-Jul-2009	Not Available	N/A	N/A

VPI/05-116 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/05-116 AR	ARGENTINA	60103610	ORD	AR058025A1		Pending		Not Available	N/A	N/A
VPI/05-116 AT	AUSTRIA	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 AU	AUSTRALIA	2006279357	PCT		2006279357	Issued	13-Sep-2012	Not Available	N/A	N/A
VPI/05-116 AU DV1	AUSTRALIA	2012216599	DIV			Pending		TBD	N/A	N/A
VPI/05-116 AU DV2	AUSTRALIA	2013204565	DIV			Pending		TBD	N/A	N/A
VPI/05-116 AU DV3	AUSTRALIA	2013204689	DIV			Pending		TBD	N/A	N/A
VPI/05-116 BE	BELGIUM	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 BR	BRAZIL	0615029-2	PCT	Journal 2006		Published		Not Available	N/A	N/A
VPI/05-116 CH	SWITZERLAND	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 CL	CHILE	2187-2006	ORD			Pending		TBD	N/A	N/A
VPI/05-116 CL DV1	CHILE	1813-2013	DIV			Pending		TBD	N/A	N/A
VPI/05-116 CY	CYPRUS	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 CZ	CZECH REPUBLIC	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 DE	GERMANY	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 DK	DENMARK	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 EP	EUROPEAN	6813568.0	PCT	1934179	1934179	Issued	11-Mar-2010	Not Available	N/A	N/A
VPI/05-116 EP DV1	EUROPEAN	EP 10155058.0	DIV	EP 2194043		Published		Not Available	N/A	N/A
VPI/05-116 EP DV2	EUROPEAN	EP 11150039.3	DIV	2357170		Published		Not Available	N/A	N/A
VPI/05-116 EP DV3	EUROPEAN	EP 11150041.9	DIV	2364970		Published		Not Available	N/A	N/A
VPI/05-116 ES	SPAIN	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 FI	FINLAND	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 FR	FRANCE	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 GB	UNITED KINGDOM	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 GR	GREECE	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 HU	HUNGARY	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 IE	IRELAND	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 IL	ISRAEL	189585	PCT			Pending		Not Available	N/A	N/A
VPI/05-116 IN	INDIA	738/KOLNP/2008	PCT			Pending		Not Available	N/A	N/A
VPI/05-116 IT	ITALY	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 LI	LIECHTENSTEIN	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 LU	LUXEMBOURG	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 MC	MONACO	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 MT	MALTA	N/A	ORD		3717	Issued	18-Aug-2006	Not Available	N/A	N/A
VPI/05-116 NL	NETHERLANDS	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 NZ	NEW ZEALAND	566049	PCT		566049	Issued	7-Nov-2011	Not Available	N/A	N/A
VPI/05-116 NZ DV1	NEW ZEALAND	593214	DIV		593214	Issued	23-May-2013	Not Available	N/A	N/A
VPI/05-116 NZ DV2	NEW ZEALAND	604087	DIV			Pending		Not Available	N/A	N/A

VPI/05-116 PT	PORTUGAL	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 RU	RUSSIA	2008110479	PCT		2446171	Issued	27-Mar-2012	Not Available	N/A	N/A
VPI/05-116 RU DV1	RUSSIA	2011148615	DIV	2011148615		Published		TBD	N/A	N/A
VPI/05-116 SE	SWEDEN	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 SI	SLOVENIA	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 SK	SLOVAK REPUBLIC	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 TR	TURKEY	6813568.0	EPP		1934179	Issued	7-Apr-2010	Not Available	N/A	N/A
VPI/05-116 ZA	SOUTH AFRICA	200801791	PCT		2008/01791	Issued	31-Dec-2008	Not Available	N/A	N/A
VPI/05-116 CP1 AU	AUSTRALIA	2010241800	PCT			Pending		TBD	N/A	N/A
VPI/05-116 CP1 BR	BRAZIL	PI 1013338-0	PCT			Pending		Not Available	N/A	N/A
VPI/05-116 CP1 CL	CHILE	2657-2011	PCT	Pending		Published		TBD	N/A	N/A
VPI/05-116 CP1 EP	EUROPEAN	EP 10716236.4	PCT	2477966		Published		Not Available	N/A	N/A
VPI/05-116 CP1 IL	ISRAEL	215893	PCT	Pending		Published		Not Available	N/A	N/A
VPI/05-116 CP1 IN	INDIA	4306/KOLNP/2011	PCT			Pending		Not Available	N/A	N/A
VPI/05-116 CP1 NZ	NEW ZEALAND	595817	PCT			Pending		Not Available	N/A	N/A
VPI/05-116 CP1 RU	RUSSIA	2011148100	PCT			Published		TBD	N/A	N/A
VPI/05-116 CP1 ZA	SOUTH AFRICA	2011/08502	PCT		2011/08502	Issued	29-Aug-2012	Not Available	N/A	N/A

VPI/04-139 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/04-139 AU	AUSTRALIA	2005302361	PCT		2005302361	Granted	1-Mar-2012	Not Available	N/A	N/A
VPI/04-139 AU DV1	AUSTRALIA	2012200942	PCT			Pending		TBD	N/A	N/A
VPI/04-139 EP	EUROPEAN	5815054.1	PCT	1819336		Published		Not Available	N/A	N/A
VPI/04-139 EP DV1	EUROPEAN	11184992.3	PCT			Pending		Not Available	N/A	N/A
VPI/04-139 IL	ISRAEL	182847	PCT			Pending		Not Available	N/A	N/A
VPI/04-139 NO	NORWAY	20072733	PCT			Pending		TBD	N/A	N/A
VPI/04-139 RU	RUSSIA	2007119725	PCT		2393863	Granted	10-Jul-2010	Not Available	N/A	N/A

VPI/04-114 Patent Family

Docket Number	Country Name	Application Number	Case Type	Publication Number	Patent Number	Status	Issue Date	PTE/SPC Status	PTE/SPC Application Number	Filing or Grant / expiration date
VPI/04-114 AR	ARGENTINA	50102345	ORD			Pending		Not Available	N/A	N/A
VPI/04-114 AU	AUSTRALIA	2005253957	PCT		2005253957	Granted	8-Dec-2011	Not Available	N/A	N/A
VPI/04-114 BR	BRAZIL	PI0511900.6	PCT			Published		Not Available	N/A	N/A
VPI/04-114 EP	EUROPEAN	5757623.3	PCT	1765283		Published		Not Available	N/A	N/A
VPI/04-114 IL	ISRAEL	179809	PCT			Granted	10-Jun-2013	Not Available	N/A	N/A
VPI/04-114 IL DV1	ISRAEL		PCT			Pending		Not Available	N/A	N/A
VPI/04-114 IN	INDIA	7312/DELNP/2006	PCT			Published		Not Available	N/A	N/A
VPI/04-114 NO	NORWAY	20070130	PCT			Pending		TBD	N/A	N/A
VPI/04-114 NZ DV1	NEW ZEALAND	588471	PCT		588471	Granted	5-Jun-2012	Not Available	N/A	N/A
VPI/04-114 RU	RUSSIA	2006147247	PCT		2373923	Granted	27-Nov-2009	Not Available	N/A	N/A
VPI/04-114 ZA	SOUTH AFRICA	200700030	PCT		2007/00030	Granted	24-Jun-2009	Not Available	N/A	N/A
VPI/04-114 ZA DV1	SOUTH AFRICA	200802676	PCT		2008/02676	Granted	30-Dec-2009	Not Available	N/A	N/A

Confidential Treatment Requested

Schedule B

Patent Assignment

PATENT ASSIGNMENT

This patent assignment ("Assignment of Patents") is made and entered into as of November 19, 2013, between, VERTEX PHARMACEUTICALS INCORPORATED, a Massachusetts corporation with corporate offices at 130 Waverly Street, Cambridge, MA 02139-4242, United States of America, ("Assignor") and JANSSEN PHARMACEUTICA NV, a company organized under the laws of Belgium with offices at Turnhoutseweg 30, 2340 Beerse, Belgium ("Assignee") (each a "Party" and collectively, the "Parties").

Whereas, Assignor and Assignee are parties to an amendment to a License, Development, Manufacturing and Commercialization Agreement between the Parties ("2013 Amendment"), which amendment is dated as of the date mentioned hereinabove, pursuant to which Assignor has agreed to convey legal and equitable ownership of certain assets to Assignee;

Whereas, subject to the terms and conditions in the 2013 Amendment, Assignor owns all right, title and interest in and to the patents and patent applications listed on Schedule A; Assignor desires to convey, deliver, transfer and assign to Assignee all of its right, title and interest in and to the Patents, and Assignee desires to take delivery of, accept and assume from Assignor the same.

Now, therefore, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows :

(a) Assignor does hereby convey, deliver, transfer and assign to Assignee all of its right, title and interest in and to (i) the patents and patent applications listed on Schedule A, (ii) all patent applications filed either from such patents, patent applications or from an application claiming priority from either of these, including divisionals, continuations, continuations–in-part, substitutions, provisionals, converted provisionals, and continued prosecution applications, (iii) any and all patents that have issued or in the future issue from the foregoing patent applications described in clauses (i) and (ii), including utility models, petty patents, design patents and certificates of invention, and (iv) any and all extensions or restorations by existing or future extension- or restoration mechanisms, including revalidations, reissues, reexaminations, supplemental examinations, *inter partes* reviews, post-grant reviews, pre-grant and post-grant oppositions, limitations, and other existing or future post-issuance proceedings, and extensions (including any supplementary protection certificates and any other patent term restoration mechanisms) of the foregoing patents and patent applications described in clauses (i), (ii) and (iii), (collectively, clauses (i), (ii), (iii) and (iv) called "Patents"), in each case, the same to be held and enjoyed by Assignee for its own use and benefit of the Patents that may be granted or extended, as fully and entirely as the same would have been held and enjoyed by

Assignor had this assignment not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Patents, including the right to any damages accrued for infringement of the Patents, and all goodwill associated with such Patents; and

(b) Assignee accepts such assignment.

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In witness whereof Assignor and Assignee have executed this Assignment of Patents as of the date written hereinabove.

Assignor

VERTEX PHARMACEUTICALS INCORPORATED

By : /s/ Ian Smith

Name : Ian Smith

Title : EVP & CFO

Witness

By : /s/ Philippe Tinmouth

Name : Phil Tinmouth

Notary Public

Acknowledged and accepted by:

Assignee

JANSSEN PHARMACEUTICA NV

By : /s/ Ludo F. Lauwers

Name : Dr. Ludo F. Lauwers, M.D.

Title : Senior Vice President
Vice-Chairman Management Board
Janssen Pharmaceutica NV

By : /s/ Peter Putteman

Name : Peter Putteman

Title : General Manager
Janssen Supply Chain Beerse

Witness

By : /s/ Liesbeth Vanhee

Name : Liesbeth Vanhee

Notary Public