CLINICAL STUDY AGREEMENT

This CLINICAL STUDY AGREEMENT (this "Agreement") is effective May 23, 2005 (the "Effective Date") between San Mateo Medical Cetner ("Institution") and SmithKline Beecham Corporation, doing business as GlaxoSmithKline ("GSK").

BACKGROUND

GSK and its Affiliates develop, manufacture, distribute, and sell pharmaceutical and healthcare products. Institution conducts clinical studies. GSK and Institution intend for this Agreement to establish terms and conditions for the performance of the clinical study identified below.

DEFINITIONS

"Affiliate" means any entity that controls, is controlled by, or is under common control with, GSK. In this context, "control" shall mean (1) ownership by one entity, directly or indirectly, of at least forty percent (40%) of the voting stock of another entity; (2) power of one entity to direct the management or policies of another entity, by contract or otherwise; or (3) any other relationship between GSK and an entity which GSK and Institution have agreed in writing may be considered an "Affiliate" of GSK.

"GSK Confidential Information" means all information (including, without limitation, study protocols, case report forms, clinical data, other data, reports, specifications, computer programs or models and related documentation, know-how, trade secrets, or business or research plans) of GSK or GSK's Affiliates that are: (1) provided to Institution in connection with this Agreement or the Study; (2) Study data, results, or reports created by Institution, Investigators, or Study Staff in connection with the Study (except for a Study subject's medical records); and (3) cumulative Study data, results, and reports from all sites conducting the Study.

"Invention" means any discovery, development, invention (whether patentable or not), improvement, work of authorship, formula, process, composition of matter, formulation, method of use or delivery, specification, computer program or model and related documentation, know-how or trade secret, that is made by Institution, Investigators, or Study Staff: (1) in connection with the Study; or (2) which incorporate GSK Confidential Information.

"Investigator" means the individual(s) responsible for the conduct of the Study at Institution and for direct supervision of Study Staff.

"Materials" means Study drug(s) and related devices, equipment, or other materials provided by GSK for the conduct of the Study.

"Protocol" means the written document that describes the Study and sets forth specific activities to be performed as part of Study conduct.

"Study" means the clinical study sponsored by GSK and conducted by Institution as specifically identified in this Agreement.

"Study Staff" means the individuals providing services on behalf of Institution with respect to the Study at Institution, including without limitation subinvestigators, study coordinators, and other Institution employees, agents, or subcontractors.

1. THE STUDY

STUDY TITLE AND PROTOCOL NUMBER: 104627: A screening protocol to determine eligibility for one of three Phase III treatment studies evaluating the efficacy and safety of GW873140 in R5-tropic and R5/X4-tropic HIV-1 infected, treatment-experienced subjects with drug-resistant virus or an observational study in X4-tropic or non-phenotypeable HIV-1 infected, treatment-experienced subjects with drug-resistant virus.

102709: A Phase III, randomized, double-blind, placebo-controlled, multicenter, parallel group study to compare the efficacy and safety of GW873140 400mg BID in combination with a ritonavir-containing optimized background therapy (OBT) regimen versus placebo plus OBT over 48 weeks in HIV-1 infected, treatment-experienced subjects with drug-resistant CCR5-tropic virus.

104458: A Phase III, randomized, double-blind, placebo-controlled, multicenter, parallel group study to compare the efficacy and safety of GW873140 400mg BID in combination with a ritonavir-containing optimized background therapy (OBT) regimen versus placebo plus OBT over 48 weeks in HIV-1 infected, treatment-experienced subjects with drug-resistant CCR5/CXCR4-tropic virus.

104629: Prospective, Observational Study of subjects with CXCR4-tropic or Non-phenotypeable HIV to Assess Changes in Tropism Over Time

INVESTIGATOR'S NAME: Dennis Israelski, MD
INSTITUTION'S ENROLLMENT MAXIMUM:

104627	30 subjects
102709	12 subjects
104458	10 subjects
104629	5 subjects

TOTAL ENROLLMENT TARGET AT ALL STUDY SITES:

104627	Aprox. 1600 subjects
102709	406 subjects
104458	240 subjects
104629	150 subjects

INSTITUTION'S TAX ID NUMBER: _____

2. STUDY CONDUCT

(a) Institution agrees to conduct the Study in strict compliance with:

(i) the Study Protocol, as approved by GSK, Investigator, and the responsible Institutional Review Board (along with any subsequently approved amendments to the Study Protocol);

(ii) all applicable local, state and federal laws, rules and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and the regulations of the FDA, FDA and ICH Good Clinical Practices, and the Form FDA 1572 Statement of Investigator;

(iii) all applicable medical privacy laws or regulations, including without limitation, by obtaining any required subject consent or authorization to allow GSK access to Study subject's medical information as may be necessary to monitor the Study and to receive and use Study data; and

(iv) the terms of this Agreement.

(b) The following Enrollment plan will apply to the Study:

(i) Subject enrollment up to Institution's Enrollment Maximum shall be completed on or before **March 24, 2006**

(ii) Institution or Investigator will not enroll more Study subjects than Institution's Enrollment Maximum, and GSK will not be obligated to make any payment with respect to any subject enrolled in excess of Institution's Enrollment Maximum. Without any obligation to do so, the parties may agree in writing to modify Institution's Enrollment Maximum.

(iii) All subject visits will be completed no later than **March 20, 2008**

(iv) Case Report Forms ("CRFs") information associated with a subject's visit must be satisfactorily completed within 7 days after the subject's visit or, if applicable, receipt of the subject's test results.

(v) All final CRF data will be completed no later than **March 25, 2008**

(vi) All data Queries from GSK must be completed and returned to GSK within fourteen (14) days or, if during final clean up, one (1) day, or such other time set by GSK.

(c) Institution and Investigator shall use Materials only to conduct the Study in accordance with the Protocol; shall not chemically, physically or otherwise modify Materials, unless specifically required to do so by the Protocol; and shall handle, store, and ship or dispose of Materials in compliance with all applicable local, state and federal laws, rules and regulations

including, but not limited to, those governing hazardous substances. Institution and Investigator shall not charge any Study subject or third-party payor for any Materials, or for Study procedures for which payment by GSK has or will be made under this Agreement.

(d) Institution agrees that no individual or entity shall provide services on behalf of Institution in connection with the Study if that individual or entity has been debarred under the provisions of the Generic Drug Enforcement Act of 1992, 21 U.S.C. § 335a(a) and (b); disqualified as a testing facility under the provisions of 21 C.F.R. Part 58, Subpart K; or disqualified as a clinical investigator under the provisions of 21 C.F.R. § 312.70. Institution shall notify GSK of any action with respect to debarment or disqualification against Institution or any individual or entity providing services on behalf of Institution in connection with the Study.

(e) Institution shall make this Agreement available to Investigator and Study Staff and require Investigator and Study Staff to comply with the provisions of this Agreement.

3. COMPENSATION

(a) In consideration for conducting the Study, GSK shall pay Institution as described in this Section 3. The parties agree that these payment terms are consistent with the principles of fair market value payments for the performance of Study-related activities. All of GSK's payment obligations are conditioned upon Institution's compliance with standards identified in this Agreement. GSK will not make payments, or, if payment has been made by GSK, Institution will repay to GSK any payments, for study visits, procedures, or other work associated with a Study subject if GSK determine that the subject's data is not evaluable because of a violation of the Protocol by Investigator or Study Staff.

(b) Following execution of this Agreement and receipt of a completed form W-9, GSK will pay a non-refundable Study start-up payment of **$2000 (two thousand dollars) for Central sites not utilizing the assistance, and $1000 (one thousand dollars) for local sites utilizing the assistance from CTMS)** for the completion of all required regulatory and financial disclosure documents by Institution, Investigator, and Study Staff , to be due only upon the receipt by GSK of all required documents completed to GSK's satisfaction or the execution of this Agreement, whichever is later.

(c) GSK will pay for Study visits, procedures, or other work associated with a Study subject in accordance with the Per Subject Budget (Exhibits 1-4) attached and incorporated by reference as part of this Agreement. All such payments are earned upon the completion of the relevant Study visits or procedures, subject to GSK's determination regarding Protocol compliance. The timing of payments by GSK will be as follows:

(i) Ongoing payments: Based on enrollment and subject progress updates received by GSK throughout the Study, Institution will earn payment as Study visits or procedures in the Per Subject Budget are completed. GSK will pay **80%** of amounts earned (that is, payment will be subject to a **20%** withholding by GSK for final payment as described below) once the initial payment described above is earned by Institution, on

an ongoing basis as the amount of accrued payment, after withholding, totals at least **$1,000 (One thousand dollars)**.

(ii) Payment for Screening Failures: Payment for work involved in screening potential subjects in Study 104627 who are not enrolled into any of the other three Studies will be made in the amount listed within the Study 104627 Per Subject Budget for screening procedures. Institution agrees to use reasonable efforts to select appropriate potential subjects to screen.

(iii) Final Payment: GSK will pay the withheld **20%** of the total amount earned by Institution for completing Study visits or procedures upon completion of all subjects and receipt and acceptance by GSK of all required documents (including but not limited to completed CRFs, laboratory data, resolved data queries and completed financial disclosure forms parts A & B) and the delivery or destruction of Materials provided by GSK as described in Section 5(c).

(d) GSK will also pay, in addition to a start-up payment and payment for Study visits, procedures or other work associated with a Study subject in accordance with the Per Subject Budget, the following additional Study related costs on an actual cost basis without additional overhead charges.

(i) A one-time reimbursement for accelerated return of completed regulatory documents and timely submission to appropriate institution IRB. A one-time reimbursement of **$250 (two hundred and fifty dollars)** will be made for the return of all correctly completed regulatory documents to GSK within 2 weeks of receipt of initial regulatory packet from GSK. An additional one-time reimbursement of **$250 (two hundred and fifty dollars)** will be made for documented IRB submission within 4 weeks of initial packet receipt. Total reimbursement earned will be made after receipt of IRB approval by GSK.

(ii) A one-time IRB Review Processing fee (inclusive of approval for all protocols) will be reimbursed upon receipt of an original invoice up to a total value of $4000 (four thousand dollars).

(iii) Reimbursement for site-specific patient recruitment activities up to **$2000 (two thousand dollars)** payable upon receipt of an original invoice. These activities can include, but are not limited to, database pre-screening for potential subjects, local advertising, and other sponsor-approved recruitment activities may be available with prior sponsor approval. - [This covers individual site requests for site-specific advertising, pre-screening databases and charts for potential eligible subjects (this activity will be reimbursed at $50 / de-identified subject up to 5 max returned on a pre-screening log)]

(iv) Reimbursement for increased screening efforts will be available to study sites. Total reimbursement potential, in addition to the reimbursement for visit activities completed, will be **$1000 (one thousand dollars)** per eligible subject enrolled into

102709, 104458, and 104629 before October 31st, 2005. Reimbursement will be processed in one payment after October 31, 2005.

(v) A one-time reimbursement for prompt data entry and query resolution to meet the accelerated timelines associated with the week 24 interim retrievals will be paid to the Institution if sponsor-provided timelines are met. Reimbursement for all data entered and queries resolved for the week 24 interim retrieval for 102709 will be reimbursed for $125 (one hundred and twenty-five dollars). Similarly, reimbursement for all data entered and queries resolved for the week 24 interim retrieval for 104458 will be reimbursed for $125 (one hundred and twenty-five dollars). The total (combined) earned of $250 (two hundred and fifty dollars) will be reimbursed in a one-time payment to be processed after the completion of the last week 24 interim retrieval.

(e) All checks shall be made payable to the entity identified on the Federal Tax Form W-9 provided by Institution. Institution represents and warrants that such entity identified in is the appropriate entity to receive payments under this Agreement.

Mailing address for checks (if different from mailing address on Federal Tax form W-9):

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4. TERM; TERMINATION

(a) This Agreement shall take effect on the Effective Date and shall continue until terminated as provided below.

(b) Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, or if proceedings are instituted against the other party for reorganization or other relief under any bankruptcy law, or if any substantial part of the other party's assets come under the jurisdiction of a receiver or trustee in an insolvency proceeding authorized by law.

(c) GSK may terminate this Agreement, in whole or in part, with or without cause, immediately upon written notice to Institution. Notice by GSK that the Study is terminated shall also constitute effective notice of termination of this Agreement.

5. EFFECT OF TERMINATION

(a) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall cease enrolling subjects into the Study, and shall discontinue conduct of the Study as soon as is medically practicable.

(b) Upon notice of termination of this Agreement by either Institution or GSK, Institution shall use reasonable efforts to revoke any financial obligations incurred and shall avoid incurring any additional costs in connection with the Study. Institution shall be compensated only for Study-related work actually performed or reimbursed only for expenses actually and reasonably incurred through the effective date of termination which GSK has agreed to pay as part of the Study under this Agreement. If, upon the effective date of termination, GSK has advanced funds which are unearned by Institution, Institution shall repay such funds within sixty (60) days of the effective date of termination. In the event Institution fails to repay such funds in a timely manner, GSK may deduct an equivalent amount from any payment then or later due from GSK to Institution under this or any other arrangement between the parties.

(c) Upon termination of this Agreement, all unused Materials and all GSK Confidential Information (except for such records that Institution is required by law or regulation to retain) in Institution's possession shall be promptly delivered to GSK at GSK's expense, or, at GSK's option, destroyed with the destruction certified in writing.

6. RECORDKEEPING; ACCESS

(a) Institution shall make and retain records regarding the Study as required by the Protocol and applicable law or guidelines.

(b) Authorized representatives of GSK, upon reasonable advance notice and during regular business hours, shall have the right to inspect Institution's facilities used in the conduct of the Study and to inspect and copy all records relating to the Study (including, without limitation, access to records as necessary for study monitoring or to audit the conduct of the Study in accordance with GSK standards). GSK will maintain the confidentiality of any subject-identifiable medical records.

(c) If any governmental or regulatory authority notifies Institution that it will inspect Institution's records, facilities, equipment, or procedures, or otherwise take action related to the Study, Institution shall promptly notify GSK, allow GSK to be present at the inspection/action or participate in any response to the inspection/action, and provide GSK with copies of any reports issued by the authority and Institution's proposed response.

(d) The obligations of this Section shall survive termination of this Agreement.

7. CONFIDENTIALITY

(a) GSK Confidential Information and all tangible expressions, in any media, of GSK Confidential Information are the sole property of GSK.

(b) Institution agrees not to use GSK Confidential Information for any purposes other than to conduct the Study. Institution agrees not to disclose GSK Confidential Information to third parties except as necessary to conduct the Study and under an agreement by the third party to be bound by the obligations of this Section. Institution shall safeguard GSK Confidential Information with the same standard of care that is used with Institution's Confidential Information, but in no event less than reasonable care.

(c) The obligations of confidentiality and limited use under this Section shall not extend to any information:

(i) which is or becomes publicly available, except through breach of this Agreement;

(ii) which Institution can demonstrate that it possessed prior to, or developed independently from, disclosure or development under this Agreement;

(iii) which Institution receives from a third party which is not legally prohibited from disclosing such information;

(iv) which Institution is required by law to disclose, provided that GSK is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement;

(v) which is appropriate to include in a Multicenter Publication of which Investigator or other representatives of Institution participate as a named author and which is otherwise made in accordance with this Agreement;

(vi) which is appropriate to include in an Institution Publication made in accordance with this Agreement or

(vii) a Study subject's specific medical information, as necessary for the appropriate medical care of the subject.

(d) The obligations of this Section shall survive termination of this Agreement.

8. PUBLICATION

(a) Institution and Investigator agree that GSK may make public Study results from all Study sites, including, without limitation, by posting a summary of study results in GSK's on-line Clinical Trials Register before or after publication by any other method. In the event GSK coordinates a publication or presentation of Study results from all Study sites (a "Multicenter Publication"), the participation of Investigator or other representatives of Institution as a named author shall be determined in accordance with GSK policy and generally accepted standards for authorship. If the Investigator or other representative of Institution is a named author of the Multicenter Publication, such person shall have access to the Study data from all Study sites as necessary to fully participate in the development of the Multicenter Publication.

(b) Institution and Investigator, consistent with scientific standards and in a scientific forum, may publish or present the Study results from Institution's Study data (an "Institution Publication"), provided that the Institution Publication does not also disclose any GSK Confidential Information other than the Study results from Institution's Study data. Institution

and Investigator shall submit to GSK for review and comment any proposed Institution Publication at least thirty (30) days prior to submitting the Institution Publication to any third party. If GSK requests a delay in order to file patent applications relating to an Invention, Institution and Investigator agree to delay submitting the Institution Publication to any third party for up to one hundred twenty (120) days after GSK's request. Institution and Investigator also agree that any Institutional Publication shall only be made after the Multicenter Publication, provided that the Multicenter Publication is submitted within twelve (12) months after conclusion of the Study at all sites.

(c) The obligations of this Section shall survive termination of this Agreement.

9. INTELLECTUAL PROPERTY

(a) Institution will notify GSK, promptly and in writing, of any Invention.

(b) Institution hereby assigns, and will cause Investigators and Study Staff to assign, to GSK any and all rights, title, and interest in any Invention, each without additional consideration from GSK.

(c) If GSK requests, Institution will execute and will cause Investigators and Study Staff to execute any instruments or testify as GSK deems necessary for GSK to obtain patents or otherwise to protect GSK's interest in an Invention. GSK will reasonably compensate Institution for the time devoted to such activities and will reimburse Institution for reasonable and necessary expenses incurred.

(d) The obligations of this Section shall survive termination of this Agreement.

10. INDEMNIFICATION

(a) GSK agrees to indemnify, defend and hold harmless Institution, Investigators, Study Staff, and other Institution employees, agents, and subcontractors ("Institution Indemnitees") from and against any loss, expense, cost (including reasonable attorneys fees), liability, damage, or claim by third parties for personal injury, including death, that arises out of the conduct of the Study by Institution or that arises out of the negligence or willful misconduct of GSK ("Institution Claim"), provided that GSK shall not indemnify any Institution Indemnitee for any Institution Claim to the extent the Institution Claim arose out of:

(i) failure by Institution Indemnitees to conduct the Study in accordance with the Protocol, GCPs, GSK's written instructions, or applicable laws or regulations;
(ii) the negligence or willful misconduct of Institution Indemnitees; or
(iii) a breach by Institution Indemnitees of this Agreement.

(b) GSK's obligations under this Section with respect to an Institution Claim are conditioned on:

(i) Prompt written notification to GSK of the Institution Claim so that GSK's ability to defend or settle the Institution Claim is not adversely affected; and

(ii) Institution Indemnitees' agreement that GSK has sole control over the defense or settlement of the Institution Claim and to fully cooperate with GSK in the defense or settlement of the Institution Claim; provided, that, no Institution Indemnitee shall be required to admit fault or responsibility in connection with any settlement.

(c) GSK may offer Study subjects compensation for Study-related injuries, through the Study's informed consent process. If Institution provides a Study subject medical care for which compensation is available from GSK under the terms of the informed consent for the Study, GSK agrees, subject to the Study subject's authorization, to pay Institution directly on the Study subject's behalf, for the care provided.

(d) The obligations of this Section shall survive termination of this Agreement.

11. INSURANCE

(a) Institution shall maintain medical professional liability insurance with limits in accordance with local standards for each medical professional involved in the Study, or require that each medical professional maintain such insurance. Upon GSK's request, Institution shall have its insurance carrier (or shall cause the medical professional to have his or her insurance carrier) furnish to GSK certificates that all insurance required under this Agreement is in force.

(b) GSK shall, through its self-insurance program, maintain comprehensive general liability insurance in amounts not less than $2,000,000.00 per incident and $5,000,000.00 annual aggregate. Such insurance shall provide (1) product liability coverage and (2) broad form contractual liability coverage. Upon written request, GSK shall provide Institution with written evidence of its self-insurance program.

12. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.

13. USE OF PARTIES' NAMES

Neither party shall make (or have made on its behalf) any oral or written release of any statement, information, advertisement or publicity in connection with this Agreement, or the Study, which uses the other party's name, symbols, or trademarks without the other party's prior written approval.

14. NOTICES

All notices under this Agreement shall be sent by registered or certified mail, postage prepaid, or by overnight courier service. Notices pertaining to this Agreement shall be sent to:

If to GSK:

Heath Hair
GlaxoSmithKline
5 Moore Drive
Research Triangle Park, NC 27709
Mailstop: 1743C

If to Institution:

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15. ASSIGNMENT

GSK may assign its rights and duties under this Agreement without Institution's consent. Any assignment by Institution is valid only upon the prior written consent of GSK. To the extent permitted above, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

16. SEVERABILITY

If any provision(s) of this Agreement should be illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions of this Agreement shall not be affected.

17. WAIVER; MODIFICATION OF AGREEMENT

No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

18. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Institution is located.

19. WEB BASED ELECTRONIC CRFS

In the event GSK provides computer hardware and software systems for Investigator and Study Staff to use to collect, enter and report Study data to GSK electronically, Institution agrees that:

(i) Investigator and Study Staff will make themselves available for training in using the systems;

(ii) the systems will be used only for the Study and only as described in written directions provided by GSK;

(iii) the systems will be kept in a safe and secure location, and will be used only by Study Staff designated by Investigator as responsible for entering Study data;

(iv) Case Report Forms ("CRFs") information associated with a subject's visit must be satisfactorily completed within three (3) days after the subject's visit or, if applicable, receipt of the subject's test results;

(v) all data Queries from GSK must be completed and returned to GSK within seven (7) days or, if during final clean up, one (1) day, or such other time set by GSK;

(vi) Institution will be responsible for any theft, damage or loss to the systems other than normal wear and tear;

(vii) Institution will be responsible for arranging and paying for any required internet connection as necessary to use the systems; and

(viii) at the completion of the Study or at GSK's request, Institution will return to GSK the systems and all system related training materials and documentation.

20. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

SMITHKLINE BEECHAM CORPORATION
d/b/a GLAXOSMITHKLINE

By: _____
Rosalind Cheetham, VP North American
Global Clinical Operations

Date: 6-1-05.

SAN MATEO MEDICAL CENTER

By: _____

Name: Richard S. Gordon

Title: President, Board of Supervisors
San Mateo County

Date: _____

By my signature I indicate my agreement to fulfill the role and obligations of Investigator under this Agreement.

By: _____
Dennis Israelski, MD

Date: _____