

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re GILEAD SCIENCES SECURITIES LITIGATION )  
Master File No. C-03-4999-SI )  
This Document Relates To: )  
ALL ACTIONS. )  
CLASS ACTION  
PROOF OF CLAIM AND RELEASE



**DEADLINE FOR SUBMISSION: DECEMBER 6, 2010.**

**I. GENERAL INSTRUCTIONS**

- To recover as a Member of the Class based on your claims in the action entitled *In re Gilead Sciences Securities Litigation*, Master File No. C-03-4999-SI (the “Action”), you must complete and, on Page 9 hereof, sign this Proof of Claim and Release. If you fail to submit a properly addressed Proof of Claim and Release form, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund<sup>3</sup> created in connection with the proposed Settlement of the Action.
- Submission of this Proof of Claim and Release form, however, does not ensure that you will share in the proceeds of the Settlement of the Action.
- YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM POSTMARKED ON OR BEFORE DECEMBER 6, 2010, ADDRESSED AS FOLLOWS:**

GILEAD SCIENCES SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042

If you are NOT a Member of the Class (as defined below and in the Notice of Proposed Settlement of Class Action (“Settlement Notice”)), **DO NOT** submit a Proof of Claim and Release form. If you are a Member of the Class and you did not timely and validly request exclusion in connection with the proposed Settlement, and if the Settlement is approved, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

**II. CLAIMANT IDENTIFICATION**

If you purchased Gilead common stock or call options, or wrote (sold) put options on Gilead common stock (collectively, “Gilead Publicly Traded Securities”) and held documents evidencing these transactions (*i.e.*, stock certificate(s), etc.) in your name, you are the beneficial owner as well as the owner of record. If, however, you purchased Gilead Publicly Traded Securities and the transactional document(s) was/were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the owner of record.

Use Part I of the Proof of Claim and Release form—entitled “CLAIMANT IDENTIFICATION”—to identify each owner of record or nominee (if different from the beneficial owner) of Gilead Publicly Traded Securities for which you seek to make a claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S), OR THE LEGAL REPRESENTATIVE OF SUCH OWNER(S), OF THE GILEAD PUBLICLY TRADED SECURITIES UPON WHICH THIS CLAIM IS BASED.**

All joint owners must sign this claim. Executors, administrators, guardians, conservators, trustees, authorized signers, or other legal representatives must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or employer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

**III. CLAIM FORM**

Use Part II of the Proof of Claim and Release form—entitled “TRANSACTIONS IN GILEAD PUBLICLY TRADED SECURITIES”—to supply all required details of your transaction(s) in Gilead Publicly Traded Securities. If you need more space or additional schedules, attach separate sheets providing all of the required information in substantially the same form. You must (a) sign and (b) print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases and **all** of your sales of Gilead common stock which took place at any time from and including July 14, 2003 through and including January 26, 2004, and **all** of your purchases and **all** of your sales of Gilead put and call options which took place at any time from and including July 14, 2003 through and including October 28, 2003, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to all of the Gilead Publicly Traded Securities you held at the close of trading on July 13, 2003, October 28, 2003, and January 26, 2004. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

<sup>3</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation of Settlement dated June 28, 2010 (“Stipulation”). The Stipulation can be viewed and/or downloaded at [GileadSecuritiesSettlement.com](http://GileadSecuritiesSettlement.com).

The date of covering a “short sale” is deemed to be the date of purchase of Gilead Publicly Traded Securities. The date of a “short sale” is deemed to be the date of sale of Gilead Publicly Traded Securities. Short sales will have no recognized loss; however, these transactions must be included on the Proof of Claim and Release form.

Copies of broker confirmations or other documentation of your transactions in Gilead Publicly Traded Securities should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

Gilead Publicly Traded Securities that you acquired by means of a gift, inheritance, or operation of law shall only be considered if the securities in question were purchased during the Class Period by the donor, decedent, or transferor and the donor, decedent, or transferor does not submit a Proof of Claim and Release form with respect to the shares. To submit a claim regarding any such shares, you must provide documentation of the original purchase in addition to the transfer.

Separate Proof of Claim and Release forms should be submitted for each separate legal entity (e.g., a claim from joint owners should not include separate transactions of just one of the joint owners or an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Proof of Claim and Release form should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions in Gilead Publicly Traded Securities) and no matter how many accounts the transactions were made in.

**PART I: CLAIMANT IDENTIFICATION**

Last Name (Claimant)			First Name (Claimant)		
Last Name (Beneficial Owner If Different From Claimant)			First Name (Beneficial Owner)		
Last Name (Co-Beneficial Owner)			First Name (Co-Beneficial Owner)		
Company/Other Entity (If Claimant Is Not an Individual)					
Record Owner’s Name (If Different From Beneficial Owner Listed Above, e.g., brokerage firm, bank, nominee, etc.)					
Account Number (If Claimant Is Not an Individual)			Trust/Other Date (If Applicable)		
Address Line 1					
Address Line 2 (If Applicable)					
City		State		Zip Code	
Foreign Province		Foreign Zip Code		Foreign Country	
<input type="checkbox"/> <b>Check Here to Use Alternate Address for Distribution (Optional)</b>					
Distribution Address Line 1					
Distribution Address Line 2 (If Applicable)					







**M. ENDING CALL OPTION HOLDINGS:**

IF NONE, CHECK HERE

List all Gilead call options you still held as of October 28, 2003, which thereafter you either sold or exercised or which expired.

Number of Contracts	Expiration Date			Strike Price	Sale Proceeds	<input type="checkbox"/> Exercised <input type="checkbox"/> Expired	Proof enclosed?	
	MM	DD	YY					
[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**N. INITIAL PUT OPTION LIABILITIES:**

Identify any Gilead put options on which you were obligated at the close of trading on July 13, 2003.

IF NONE, CHECK HERE

Number of Contracts	Expiration Month/Year	Strike Price	Proof enclosed?
[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ] / [ ] [ ]	\$ [ ] [ ] . [ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ] / [ ] [ ]	\$ [ ] [ ] . [ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**O. TOTAL PUT OPTIONS WRITTEN (SOLD):**

IF NONE, CHECK HERE

List all Gilead put options you wrote (sold) from and including July 14, 2003 through and including October 28, 2003.

Date(s) of Sale (List Chronologically)			Number of Contracts Written (Sold)	Expiration Month & Year		Strike Price	Sale Price Per Contract (excluding commissions, transfer taxes or other fees)	<input type="checkbox"/> Exercised <input type="checkbox"/> Expired	Proof enclosed?
MM	DD	YY		MM	YY				
[ ] [ ]	/	[ ] [ ]	[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ]	/	[ ] [ ]	[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ]	/	[ ] [ ]	[ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	/	[ ] [ ]	[ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**P. PUT OPTION REPURCHASES:** IF NONE, CHECK HERE   
 List all repurchases of the Gilead put options listed in Section O above made at any time on or after July 14, 2003. Be sure to attach the required documentation.

Date(s) of Purchase (List Chronologically)	Number of Contracts Purchased	Expiration Month & Year	Strike Price	Purchase Price Per Contract (excluding commissions, transfer taxes or other fees)	<input type="checkbox"/> Exercised <input type="checkbox"/> Expired	Proof enclosed?
MM    DD    YY		MM    YY				
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**Q. PUT OPTIONS EXERCISED AND ASSIGNED TO YOU:** IF NONE, CHECK HERE   
 List any Gilead put options which you wrote (sold) **during** the period from and including July 14, 2003 through and including October 28, 2003, which were exercised by the holders thereof and assigned to you (include all exercises whether occurring during or after the Class Period).

Date(s) of Exercise (List Chronologically)	Number of Contracts	Expiration Date	Strike Price	Proof enclosed?
MM    DD    YY		MM    DD    YY		
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ]/[ ]/[ ]	[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**R. ENDING PUT OPTION LIABILITIES:** IF NONE, CHECK HERE   
 Identify any Gilead put options which were unexpired and unassigned on which you were obligated at the close of trading on October 28, 2003.

Number of Contracts	Expiration Date	Strike Price	Settlement Cost	<input type="checkbox"/> Assigned <input type="checkbox"/> Expired	Proof enclosed?
	MM    DD    YY				
[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N
[ ] [ ] [ ] [ ]	[ ]/[ ]/[ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	\$ [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ]	<input type="radio"/> Y <input type="radio"/> N

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PLEASE PHOTOCOPY THE ABOVE SCHEDULES; WRITE YOUR NAME, SOCIAL SECURITY OR TAXPAYER IDENTIFICATION NUMBER, AND FULL ACCOUNT NAME ON THE COPY; AND CHECK THIS BOX**

**IF YOU DO NOT CHECK THIS BOX AND INCLUDE THIS PAGE WITH YOUR CLAIM FORM, ANY ADDITIONAL PAGES YOU ATTACH MAY NOT BE REVIEWED.**

### **PART III: RELEASE OF CLAIMS AND SIGNATURE**

#### **Definitions**

“Class” means for purposes of the Settlement, all Persons who purchased Gilead Publicly Traded Securities during the period from and including July 14, 2003 through and including October 28, 2003. Excluded from the Class are the Defendants, the officers and directors of Gilead during the Class Period, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any such excluded Person has or had a controlling interest. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class.

“Defendants” means Gilead, John C. Martin, John F. Milligan, Mark L. Perry, Norbert W. Bischofberger, Anthony Carraciolo, and William A. Lee.

“Gilead Publicly Traded Securities” means Gilead common stock and put and call options on Gilead common stock.

“Judgment” means the judgment to be rendered by the Court, substantially in the form and content attached as Exhibit B to the Stipulation.

“Released Claims” shall collectively mean any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or un-liquidated, at law or in equity, matured or un-matured, whether class or individual in nature, including both known claims and Unknown Claims (as defined below), that (i) have been asserted in this Action by the Class Members or any of them against any of the Released Persons (as defined below), or (ii) could have been asserted in any forum by the Class Members or any of them against any of the Released Persons which arise out of or are based upon the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the pleadings and papers on file in this Action, including, without limitation, the Fifth Consolidated Amended Class Action Complaint for Violation of Federal Securities Laws, and that relate to the purchase of Gilead Publicly Traded Securities during the Class Period.

“Released Persons” means collectively any and all of the Defendants, their past or present subsidiaries, parents, successors and predecessors, officers, directors, shareholders, partners, agents, employees, attorneys, insurers, insureds and any person, firm, trust, corporation, officer, director or other individual or entity in which any of the Defendants has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors-in-interest or assigns of the Defendants.

“Unknown Claims” means collectively any Released Claims which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Claims, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the Released Claims, but Lead Plaintiffs shall expressly fully, finally, and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or have ever existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

#### **The Release**

I (We) understand and acknowledge that without further action by anyone, on and after the Effective Date (as defined in the Stipulation), each Class Member, **including members who have pending or later initiate any other actions, arbitrations, or other proceedings against Gilead, any of the individual Defendants, or any Released Person relating to the Released Claims**, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released, relinquished, settled, and discharged all Released Claims against each and every one of the Released Persons, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

#### **SIGNATURE AND CERTIFICATIONS**

By signing and submitting this Proof of Claim and Release, the Claimant(s) or the person(s) who represents the Claimant(s) certifies, as follows:

I (We) submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Settlement Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment and any other orders that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases or sales of Gilead Publicly Traded Securities during the Class Period and know of no other Person having done so on my (our) behalf.

I (We) hereby acknowledge, upon the Effective Date, full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge all Released Claims against each and all of the Released Persons.

I (We) further acknowledge:

1. that the Claimant(s) is a (are) Class Member(s), as defined herein and in the Settlement Notice;
2. that I (we) have not filed a request for exclusion from the Class and that I (we) do not know of any request for exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in Gilead Publicly Traded Securities;
3. that I (we) own(ed) the Gilead Publicly Traded Securities identified in this Proof of Claim and Release, or that, in signing and submitting this Proof of Claim and Release, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that Claimant(s) may be entitled to receive a distribution from the Net Settlement Fund;
5. that I (we) agree to furnish such additional information with respect to this Proof of Claim and Release as the Claims Administrator, parties, or the Court may require; and
6. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim and Release.

**SUBSTITUTE FORM W-9—FOR UNITED STATES CITIZEN, RESIDENT, OR ENTITY**

Enter taxpayer identification number (TIN) below for the beneficial owner(s). For individuals, this is your Social Security number (SSN). The Internal Revenue Service (IRS) requires this information. If you fail to provide this information, your claim may be rejected.

Taxpayer Identification Number (for estates, trusts, corporations, etc.)

<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	---	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Social Security Number (for individuals)

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------	---	----------------------	----------------------	---	----------------------	----------------------	----------------------	----------------------

I (We) certify that the number shown on this form is my (our) correct TIN.

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) I am (we are) exempt from backup withholding or (b) I (we) have not been notified by the IRS that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me (us) that I am (we are) no longer subject to backup withholding.

If the IRS has notified you that you **are** subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

**NOTE: If you have a joint account, only the SSN associated with that account is required to be provided. However, if your account is held jointly, BOTH parties must sign the form below. For sole proprietors, you may enter either your SSN or your TIN.**

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Proof of Claim and Release are true and correct and that the documents submitted herewith are true and genuine.

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Claimant

\_\_\_\_\_  
Signature of Joint Claimant (if any) (if this claim is being made on behalf of Joint Claimants, then each must sign)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Joint Claimant

**If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:**

\_\_\_\_\_  
Signature of Person Completing Form

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Person Completing Form

\_\_\_\_\_  
Capacity of person(s) signing, e.g., beneficial owner(s), executor, administrator, trustee, etc.

## REMINDER CHECKLIST

- Please sign the Signature and Certifications section of the Proof of Claim and Release form.
- If this claim is being made on behalf of Joint Claimants, then both must sign.
- Please remember to attach supporting documents.
- **DO NOT SEND STOCK CERTIFICATES** or copies of STOCK CERTIFICATES, as they do not prove the purchase date, the price paid, or continued holding.
- **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS. PLEASE SEND ONLY COPIES.**
- Keep a copy of your Proof of Claim and Release form and all documentation submitted for your records; originals cannot be returned to you once the documents are submitted.
- If you move or change your name after submitting this Proof of Claim and Release form, please notify the Claims Administrator of the change in your name and/or address at the following address as soon as possible:

GILEAD SCIENCES SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042

The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at 866-217-4457.

**Do not use highlighter on the Proof of Claim and Release form or supporting documentation.**

**THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NO LATER THAN DECEMBER 6, 2010 AND MUST BE MAILED TO:**

GILEAD SCIENCES SECURITIES LITIGATION  
CLAIMS ADMINISTRATOR  
C/O A.B. DATA, LTD.  
PO BOX 170500  
MILWAUKEE, WI 53217-8042

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

