UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K/A

Current Report Pursuant
to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event Reported): **March 3, 2014**

THERAVANCE, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**000-30319**	**94-3265960**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

901 Gateway Boulevard
South San Francisco, California 94080
(650) 808-6000
(Addresses, including zip code, and telephone numbers, including area code, of principal executive offices)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

As previously reported on the Form 8-K filed by Theravance, Inc., a Delaware corporation (the "Company"), on March 3, 2014 (the "Prior Form 8-K"), the Company entered into a Master Agreement (the "Master Agreement") on March 3, 2014 with Glaxo Group Limited, a private company limited by shares registered under the laws of England and Wales ("GSK"), and Theravance Biopharma, Inc., a Cayman Islands exempted company and currently a wholly-owned subsidiary of the Company. In connection with the Master Agreement, the Company also entered into a Collaboration Agreement Amendment amending the Collaboration Agreement between the Company and GSK dated as of November 14, 2002, as amended, and a Strategic Alliance Agreement Amendment amending the Strategic Alliance Agreement between the Company and GSK dated as of March 30, 2004, as amended. The agreements referred to in the prior sentence are referred to herein and the Prior Form 8-K as the "Amendments."

The descriptions of the terms and conditions of the Master Agreement and the Amendments in the Prior Form 8-K are qualified in their entirety by reference to the Master Agreement and the Amendments, copies of which are attached as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K/A and are incorporated herein by reference.

The information in this Item 1.01 above supplements, but does not replace the information in Item 1.01 of the Prior Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit Number	Description
10.1	Master Agreement by and among Theravance, Inc., Theravance Biopharma, Inc. and Glaxo Group Limited, dated March 3, 2014
10.2	Collaboration Agreement Amendment by and between Theravance, Inc. and Glaxo Group Limited dated March 3, 2014*
10.3	Strategic Alliance Agreement Amendment by and between Theravance, Inc. and Glaxo Group Limited dated March 3, 2014*

* Confidential treatment has been requested from the Securities and Exchange Commission as to certain portions of this exhibit.

SIGNATURE

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

THERAVANCE, INC.

Date: March 6, 2014

By: /s/ Michael W. Aguiar
Michael W. Aguiar
Chief Financial Officer

EXHIBIT INDEX

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* Confidential treatment has been requested from the Securities and Exchange Commission as to certain portions of this exhibit.

MASTER AGREEMENT

This Master Agreement (the "Agreement") is entered into effective March 3, 2014 between Theravance, Inc., a Delaware corporation ("Theravance"), Theravance Biopharma, Inc., a Cayman Islands exempted company ("Theravance Biopharma"), and Glaxo Group Limited, a private company limited by shares registered under the laws of England and Wales ("GSK").

WHEREAS, Theravance and GSK are parties to: (i) the Collaboration Agreement entered into as of November 14, 2002, as amended on April 11, 2006 (the "Collaboration Agreement"); (ii) the Strategic Alliance Agreement entered into as of March 30, 2004, as amended on September 13, 2004, February 11, 2005, February 8, 2006, February 27, 2006, February 27, 2009, June 22, 2009, July 16, 2010, and October 3, 2011 (the "Strategic Alliance Agreement"); and (iii) an Amended and Restated Governance Agreement entered into as of June 4, 2004, as amended on April 25, 2007 and November 29, 2010 (the "Governance Agreement" and together with the Collaboration Agreement and the Strategic Alliance Agreement, the "GSK Agreements"); and

WHEREAS, Theravance intends to spin-off Theravance Biopharma as a separate and independent, publicly traded company (the "Spin-Off") through a pro rata dividend of Theravance Biopharma ordinary shares to Theravance stockholders (the date of such dividend is referred to herein as the "Spin-Off Date"), as more fully described in the preliminary Form 10 Registration Statement filed by Theravance Biopharma with the United States Securities and Exchange Commission on November 22, 2013 (such preliminary Form 10 Registration Statement, together with all exhibits, schedules and other attachments thereto, the "Preliminary Form 10"), which Preliminary Form 10 will be updated, among other things, to reflect the terms of this Agreement, the Theravance Agreements Amendments (as defined below), the Theravance Biopharma/GSK Agreements (as defined below), the TRC LLC Agreement (as defined below) and the Spin-Off Documents (as defined below), the current form of which has been provided separately to GSK for its review and comment; and

WHEREAS, the Spin-Off contemplates an assignment by Theravance to Theravance Respiratory Company, LLC, an affiliate of Theravance ("TRC"), of (i) the Strategic Alliance Agreement and (ii) specified portions of the Collaboration Agreement; and

WHEREAS, Theravance Biopharma will have an economic interest in certain respiratory programs Developed and Commercialized (as each term is defined in the Collaboration Agreement) under the Collaboration Agreement and the respiratory programs Developed and Commercialized (as each term is defined in the Strategic Alliance Agreement) under the Strategic Alliance Agreement, in each case, as provided in the TRC Limited Liability Company Agreement in the form attached hereto as Exhibit A (together with all exhibits, schedules and other attachments thereto, the "Draft TRC LLC Agreement"); and

WHEREAS, GSK and Theravance desire to both amend and to clarify certain rights and obligations between them with regard to the Collaboration Agreement and the Strategic Alliance Agreement as reflected in the Theravance Agreements Amendments (as defined herein); and

WHEREAS, GSK and Theravance Biopharma are willing to enter into the Theravance Biopharma/GSK Agreements (as defined herein) in consideration of the mutual benefits they will receive thereunder and in connection with the Spin-Off; and

WHEREAS, GSK has had an opportunity to review and consider: (i) the Preliminary Form 10, (ii) the Draft TRC LLC Agreement; (iii) the draft Amended and Restated Memorandum and Articles of Association of Theravance Biopharma in the form attached hereto as Exhibit B and the draft Theravance Biopharma Rights Agreement in the form attached hereto as Exhibit C (the documents described in this clause (iii), together with all exhibits, schedules and other attachments thereto, collectively, the "Theravance Biopharma Governance Documents"); (iv) the draft separation and distribution agreement in the form attached hereto as Exhibit D, the draft tax matters agreement in the form attached hereto as Exhibit E, the draft employee matters agreement in the form attached hereto as Exhibit F and the draft transition services agreement in the form attached hereto as Exhibit G (the "Transition Services Agreement"), in each case, between Theravance and Theravance Biopharma (the documents described in this clause and (iv), together with all exhibits, schedules and other attachments thereto, collectively, the "Theravance/Theravance Biopharma Agreements" and, together with the Theravance Biopharma Governance Documents, the "Draft Spin-Off Documents"); and

WHEREAS, GSK is willing to provide its consent on the terms set forth herein; and

WHEREAS, GSK believes its consent set forth herein is required by the GSK Agreements and Theravance and Theravance Biopharma believe that such GSK consent is not required by the GSK Agreements; however, without agreeing whether such consent is required, and without prejudicing the rights of any party, the parties have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the representations, covenants and agreements contained herein, Theravance, Theravance Biopharma and GSK, intending to be legally bound, hereby agree as follows:

1. Collaboration Agreement and Strategic Alliance Agreement Amendments. Simultaneously herewith, Theravance and GSK are entering into a separate Collaboration Agreement amendment and a separate Strategic Alliance Agreement amendment in the forms attached hereto as Exhibits H and I (collectively, as may be amended, modified or supplemented in accordance with their respective terms, the "Theravance Agreements Amendments").

2. Governance Agreement, Registration Rights Agreement and Extension Agreement. Simultaneously herewith, Theravance Biopharma and GSK are entering into a separate governance agreement in the form attached hereto as Exhibit J, a separate registration rights agreement in the form attached hereto as Exhibit K and a separate extension agreement in the form attached hereto as Exhibit L (collectively, as may be amended, supplemented or modified in accordance with their respective terms, the "Theravance Biopharma/GSK Agreements").

3. GSK Consents.

3.1 From and after the date hereof until and including the earlier of the Spin-Off Date and the termination of this Agreement, without GSK's prior written consent, neither Theravance nor Theravance Biopharma shall, and each shall cause its respective affiliates not to, directly or indirectly, waive, amend, revise or modify, or grant any consent under or with respect to, or take any other action or inaction having the effect of any of the foregoing, any of the Draft Spin-Off Documents or the Draft TRC LLC Agreement, except in each case solely to reflect any Permitted Changes (the Draft TRC LLC Agreement, as so waived, amended, revised or modified, the "TRC LLC Agreement;" and the Draft Spin-Off Documents, as so waived, amended, revised or modified, the "Spin-Off Documents"). "Permitted Changes" means (i) with respect to the Draft Spin-Off Documents or the Spin-Off Documents, (a) changes that would not, individually or in the aggregate, reasonably be expected to adversely affect GSK in any material respect or (b) changes consented to in writing by GSK, and (ii) with respect to the Draft TRC LLC Agreement or TRC LLC Agreement, changes to which GSK has consented in advance in writing (such consent not to be unreasonably withheld, conditioned or delayed; *provided*, that GSK may withhold, condition or delay such consent in its sole discretion with respect to any changes to Sections 3.1, 3.2, 3.12, 5.3(c), 5.3(e), 5.4(c) or 12.1 of the TRC LLC Agreement or any other changes to the governance structure of TRC, confidentiality restrictions (including restrictions as to which individuals shall have access to confidential information), consent rights of the Class B Units or Class C Units (as each term is defined therein) and transfer restrictions, in each case, including any changes or additions to other provisions that are materially inconsistent with or otherwise affect those sections or provisions). GSK shall, reasonably promptly following receipt of a written request thereof from Theravance, notify Theravance in writing whether or not, in GSK's reasonable and good faith belief, a waiver, amendment, revision, modification, consent or other action or inaction constitutes a Permitted Change, which notice will not be unreasonably withheld, conditioned or delayed.

3.2 Subject to the Spin-Off being completed on the terms set forth in, and the effectiveness as of the Spin-Off Date of, the TRC LLC Agreement, the Spin-Off Documents (other than the Theravance Biopharma Rights Agreement), the Theravance Agreements Amendments and the Theravance Biopharma/GSK Agreements, GSK hereby (a) consents to: (i) the assignments by Theravance to TRC of the Strategic Alliance Agreement and specified portions of the Collaboration Agreement as set forth in the TRC LLC Agreement; (ii) the contribution by Theravance of all Class B Units (as defined in the TRC LLC Agreement) of TRC and 6,375 Class C Units (as defined in the TRC LLC Agreement) of TRC to Theravance Biopharma; and (iii) the pro rata dividend of Theravance Biopharma ordinary shares to Theravance stockholders, in the case of each of clauses (i), (ii) and (iii), as set forth in, and pursuant to and in accordance with the terms of the Spin-Off Documents and the TRC LLC Agreement; and (b) agrees that the terms of the TRC LLC Agreement (including Section 12.1 of the TRC LLC Agreement) and the Spin-Off Documents do not violate the GSK Agreements, as amended by the Theravance Agreements Amendments. This consent is limited to the terms set forth herein and the consent set forth herein shall not be deemed a consent to, waiver of, or estoppel with respect to, any subsequent or other matter.

3.3 From and after the Spin-Off Date, without GSK's prior written consent, neither Theravance nor Theravance Biopharma shall, and each shall cause its respective affiliates not to, directly or indirectly, waive, amend, revise or modify, or grant any consent under or with respect to, or take any other action or inaction having the effect of any of the foregoing, any of the Theravance/Theravance Biopharma Agreements or the TRC LLC Agreement, except in each case solely to reflect any Permitted Changes. For the avoidance of doubt, the admissions of new members to TRC in connection with a Transfer (which for the avoidance of doubt includes the redomestication of a Member) permitted by and in compliance with the provisions of the TRC LLC Agreement are Permitted Changes.

3.4 Except as expressly permitted by Section 3.2 and/or Section 3.9 of this Agreement or by Section 12.1 of the TRC LLC Agreement, neither Theravance nor Theravance Biopharma may directly or indirectly Transfer (as defined in the TRC LLC Agreement) all or any portion of its Interests with respect to the Class A Units, Class B Units or Class C Units (as each term is defined in the TRC LLC Agreement). In addition, without the prior written consent of GSK, TRC shall not, except for the Units (as defined in the TRC LLC Agreement) authorized in accordance with Sections 3.1 and 3.2 of the TRC LLC Agreement and Transfers permitted by Article XII of the TRC LLC Agreement and Section 3.9 of this Agreement, issue, sell, deliver or transfer any Units (as defined in the TRC LLC

Agreement) or any other interests of any kind in TRC or any options, warrants, rights, calls, claims or other commitments (contingent or otherwise), conversion rights, rights of exchange or any other interests exchangeable for, convertible into or evidencing a right to subscribe for or purchase any Units. Any attempted Transfer, sale, issuance or delivery in violation of this Section 3.4 will be void *ab initio* and be deemed a breach of this Agreement.

3.5 Neither Theravance nor Theravance Biopharma (nor any of their respective affiliates), in their capacities as holders of Units or otherwise, shall voluntarily dissolve TRC, except for dissolutions in which all of TRC's interests in the GSK Agreements are distributed to Theravance or an affiliate of Theravance. Without limiting the foregoing sentence or Section 3.4 above, each of Theravance and Theravance Biopharma shall use all commercially reasonable efforts to ensure that any distribution of the assets of TRC in the event of the dissolution or winding up of TRC is in accordance with, and subject to, the GSK Agreements in all respects (including, for the avoidance of doubt, any limitations or restrictions on assignment therein).

3.6 Each party hereto agrees that it shall not seek to indirectly accomplish that which it is not permitted to accomplish directly under this Agreement, and any such attempted circumvention will be void *ab initio* and be deemed a breach of this Agreement.

3.7 The parties acknowledge and agree that the provisions in this Section 3 are a material inducement to them entering into this Agreement and the other agreements contemplated herein and, notwithstanding anything else to the contrary in the Spin-Off Documents or the TRC LLC Agreement, in the event of a conflict between this Section 3 and the Spin-Off Documents or the TRC LLC Agreement, this Section 3 shall govern as between the parties hereto.

3.8 Except as expressly set forth herein and in the Theravance Agreements Amendments and the Extension Agreement, the Collaboration Agreement and the Strategic Alliance Agreement (as amended by the Theravance Agreements Amendments and the Extension Agreement) remain in full force and effect in accordance with their terms, and the consent set forth herein shall not operate as a consent to, waiver of, or estoppel with respect to, any subsequent or other matter thereunder. Without limiting the generality of the foregoing but subject to

Section 5 below, each of Theravance and GSK expressly agree that the provisions relating to Confidential Information set forth in Article 10 of each of the Collaboration Agreement and the Strategic Alliance Agreement shall continue to apply in accordance with their terms, and no such Confidential Information may be provided by Theravance or TRC to Theravance Biopharma in violation of such

Article 10. Notwithstanding the assignment to TRC contemplated hereby and in the TRC LLC Agreement, Theravance hereby agrees that it remains fully liable for all obligations of Theravance and of TRC under the Collaboration Agreement and the Strategic Alliance Agreement and, without limiting the foregoing, fully, unconditionally and irrevocably guarantees the performance of all such obligations by TRC.

3.9 Following the Spin-Off Date, (a) the grant of Pre-Agreed Covenants (as defined below) with respect to any monetization of any interest in any Retained Product (as defined in the TRC LLC Agreement) or any of Theravance's and its permitted transferees', successors' and permitted assigns' Class A Units or Class C Units by Theravance and its permitted transferees, successors and permitted assigns (as applicable), (b) the grant of Pre-Agreed Covenants (as defined below) with respect to any monetization of any interest in any Assigned Product (as defined in the TRC LLC Agreement) (including, without limitation, any of Theravance's and its permitted transferees', successors' and permitted assigns' Class A Units or Class C Units, but excluding any of Theravance Biopharma's Class B Units or Class C Units) by Theravance, TRC, or their permitted transferees, successors and permitted assigns (as applicable), and (c) the grant of Defined Covenants (as defined in the TRC LLC Agreement) in connection with the monetization of any interest in any Class B Units or Class C Units by Theravance Biopharma and its permitted transferees, successors and permitted assigns (as applicable) shall not constitute a violation of the GSK Agreements. Notwithstanding the foregoing, each of Theravance, TRC and Theravance Biopharma (on behalf of themselves and their permitted transferees, successors and permitted assigns) agrees that, as a condition to the granting of any such Pre-Agreed Covenants or such Defined Covenants: (i) Theravance, TRC, Theravance Biopharma and/or their permitted transferees, successors or permitted assigns (as applicable) shall obtain a certification from the original third party recipient of such Pre-Agreed Covenant or Defined Covenants, as applicable, that it is not a Restricted Party (as defined below); and (ii) any notes, securities or other instruments subject to such covenants shall provide that (a) they may not be held by a Restricted Party and if, notwithstanding such prohibition, such notes, securities or other instruments come to be held by a Restricted Party, such Restricted Party shall not be entitled to enforce or vote to enforce such Pre-Agreed Covenants or Defined Covenants, (b) any holder of such notes, securities or other instruments seeking to enforce or to vote to enforce such Pre-Agreed Covenants or Defined Covenants must provide a certificate for the benefit of the issuer that such holder is not a Restricted Party, and (c) the restriction set forth in the preceding sections (a) and (b) and this section (c) may not be waived or amended. Any notes, securities or other instruments subject to such Pre-Agreed Covenants or Defined Covenants issued in

physical form shall bear a legend referencing the provisions set forth in (a), (b) and (c) of the foregoing sentence. The parties expressly agree that no inference shall be drawn as to whether any other grant of any covenants constitutes an assignment under any GSK Agreement or a "Transfer" under this Agreement or the TRC LLC Agreement from the fact of the agreements with respect to Pre-Agreed Covenants or Defined Covenants. Without limiting the foregoing, GSK agrees that Theravance and TRC may seek GSK's consent that granting covenants other than Pre-Agreed Covenants under this Agreement would not violate the GSK Agreements and, provided that any such grant of covenants is subject to the conditions with respect to Restricted Parties set forth in this Section 3.9, GSK will not unreasonably withhold, condition or delay such consent. TRC is an intended third-party beneficiary of this Section 3.9.

3.9.1 A "Pre-Agreed Covenant" means any covenant:

(a) requiring Theravance, TRC and their permitted transferees, successors and permitted assigns (as applicable) to fully perform and comply with the GSK Agreements, the TRC LLC Agreement and this Agreement and prohibiting any of them from taking any action, or failing to take any action, that breaches, violates or could reasonably be expected to breach or violate any GSK Agreement, the TRC LLC Agreement or this Agreement or that gives or could reasonably be expected to give GSK the right to terminate any GSK Agreement in whole or in part;

(b) (A) requiring Theravance, TRC and their permitted transferees, successors and permitted assigns (as applicable) to enforce the GSK Agreements, the TRC LLC Agreement and this Agreement and their rights thereunder and hereunder, in each case to the extent that the failure to do so under this clause (A) would be reasonably expected to have a direct or indirect material and adverse effect on Theravance's, TRC's or either of their permitted transferees', successors' and permitted assigns' (as applicable) rights or obligations (x) under the GSK Agreements with respect to or affecting the product(s) and/or royalties that are the subject of the applicable monetization, or (y) under the TRC LLC Agreement or this Agreement, and (B) prohibiting Theravance, TRC and their permitted transferees, successors and permitted assigns (as applicable) from amending, modifying, supplementing, waiving, canceling, terminating or granting any consent thereunder or hereunder, or taking any other action or failing to take any action having the effect of the foregoing, or agreeing to do any of the foregoing directly or indirectly, in whole or in part, to any GSK Agreement, the TRC LLC Agreement or this Agreement or any rights thereunder or hereunder, in each case to the extent that such action

or inaction referred to in clause (B) would be reasonably expected to have a direct or indirect material and adverse effect on Theravance's, TRC's or either of their permitted transferees', successors' and permitted assigns' (as applicable) rights or obligations (x) under the GSK Agreements with respect to or affecting the product(s) and/or royalties that are the subject of the applicable monetization, or (y) under the TRC LLC Agreement or this Agreement;

(c) prohibiting Theravance, TRC and their permitted transferees, successors and permitted assigns (as applicable) from taking any action to, directly or indirectly, adversely impact, delay, forgive, release or compromise any amount owed to or becoming owing to them under any GSK Agreement, in each case, with respect to or affecting the product(s) and/or royalties that are the subject of the applicable monetization, or under the TRC LLC Agreement; and

(d) requiring a holder to maintain its separate existence from any other entity and to operate in a manner so as to establish or maintain a bankruptcy remote status, including by restricting incurrence of debt, grant of liens, employment of employees and consultants, ownership or lease of real or personal property, guarantees, incurrence of liabilities, issuance of securities, lines of business, and initiation of bankruptcy or insolvency proceedings and other similar customary covenants regarding bankruptcy remote status.

3.9.2 A "Restricted Party" means any of Almirall, AstraZeneca, Boehringer Ingelheim, Chiesi, Forest Laboratories, Merck, Mylan, Novartis, Sandoz, Teva, Theravance Biopharma and any other pharmaceutical or biotechnology company with a product either being developed or commercialized for the treatment of respiratory disease, and their respective Restricted Party Affiliates (as defined below).

3.9.3 A "Restricted Party Affiliate" with respect to any person means any other person, whether de jure or de facto, which directly or indirectly controls, is controlled by, or is under common control with such person for so long as such control exists, where "control" means the decision-making authority as to such other person and, further, where such control shall be presumed to exist where such other person owns more than fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) having the power to vote on or direct the affairs of the entity.

4. Investor Relations Planning. The Parties will agree upon a public communications plan (including proposed securities laws filings) regarding this Agreement and the transactions contemplated hereby. The Parties agree that all public communications relating to this Agreement and the transactions contemplated hereby (including securities laws filings) will be on a basis and with content consistent with such plan, except (x) as otherwise required by applicable laws, rules and regulations, in which case, to the extent reasonably practicable, the Party making such disclosure or communication shall provide the other Parties with the opportunity to review and consult with such Party regarding, and such Party shall consider in good faith any comments from the other Parties or their counsel to, any such disclosure or communication, and (y) to the extent such communications have previously been agreed to by the applicable Parties. In furtherance of the foregoing, prior to the Spin-Off Date Theravance Biopharma will provide GSK with the opportunity to review and consult with Theravance Biopharma regarding, and Theravance Biopharma shall consider in good faith any comments from GSK or its counsel to, the Preliminary Form 10 or any other securities laws filings that describe this Agreement, the Theravance Agreement Amendments, the TRC LLC Agreement and the Theravance Biopharma/GSK Agreements (except to the extent such description has previously been agreed to by GSK).

5. Permitted Consultants; CEO.

5.1 (a) After the Spin-Off, no employee of Theravance (for so long as such person is an employee of Theravance) shall provide services to Theravance Biopharma and (b) no employee of Theravance Biopharma (for so long as such person is an employee of Theravance Biopharma) shall provide services to Theravance or TRC, in the case of each of clauses (a) and (b), whether under or pursuant to the TRC LLC Agreement, the Transition Services Agreement, any other Theravance/Theravance Biopharma Agreement or otherwise, unless such employee is a Permitted Consultant (as defined below); *provided*, *however*, that the use of Permitted Consultants shall not derogate, diminish or release in any way the obligations of Theravance under the GSK Agreements. "Permitted Consultants" shall mean any of the employees of Theravance and Theravance Biopharma set forth on Exhibit M, as may be amended from time to time with the prior written consent of all of the parties hereto; *provided*, *however*, that (i) such employee shall only be considered a Permitted Consultant for a period not to exceed the period of time set forth opposite such person's name on Exhibit M unless otherwise agreed in writing by GSK, *provided*, *further, however*, that GSK will not unreasonably withhold, condition or delay the addition of new persons as Permitted Consultants on Exhibit M, and (ii) at GSK's request, such employee shall have entered into a confidentiality agreement substantially in the form

agreed to by Theravance, Theravance Biopharma and GSK prior to the Spin-Off , or such other form of confidentiality agreement as shall be reasonably satisfactory to GSK (each a "Confidentiality Agreement").

5.2 After the Spin-Off, the current CEO of Theravance may act as the CEO of both Theravance and Theravance Biopharma for a period not to exceed nine months following the Spin-Off Date; *provided*, that he has entered into a Confidentiality Agreement ; *provided*, *however*, that such dual-officership shall not derogate, diminish or release in any way the obligations of Theravance under the GSK Agreements.

6. Termination Date. This Agreement shall automatically terminate and have no further force or effect without any action by any of the parties hereto if the Spin-Off Date shall not have occurred on or before June 30, 2014. For the avoidance of doubt, (i) the Theravance Agreements Amendments and the Theravance Biopharma/GSK Agreements shall automatically terminate upon termination of this Agreement in accordance with its terms, (ii) Theravance is under no obligation to effect the Spin-Off and the decision of whether and when to effect the Spin-Off shall be made in Theravance's sole discretion and (iii) if this Agreement is terminated in accordance with its terms, GSK's consent under Section 3.1 shall be withdrawn and revoked *ab initio* and have no force or effect whatsoever and each of GSK and Theravance reserves any and all of its respective rights under the GSK Agreements.

7. Entire Agreement. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. References in this Agreement to other agreements or documents shall refer to such agreements or documents as they may be amended. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed, by all of the parties to this Agreement.

8. Governing Law. This Agreement shall be construed, and the respective rights of the Parties determined, according to the substantive law of the State of Delaware notwithstanding the provisions governing conflict of laws under such Delaware law to the contrary. The Parties hereby

irrevocably and unconditionally consent to the sole and exclusive jurisdiction of, and waive any objection to the laying of venue in, the U.S. federal and state court in the State of Delaware (collectively, the "Chosen Courts") for any action, suit or proceeding arising out of or relating to this Agreement, and agree not to commence any action, suit or proceeding related thereto except in a Chosen Court.

9. Remedies. It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by any party and, in addition to all

other remedies that a party may have at law or in equity and without limiting any of the foregoing, each party shall be entitled to equitable relief, including, without limitation, injunction and specific performance, as a remedy for any such breach and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy.

10. Severability. In the event of the invalidity of any provisions of this Agreement or if this Agreement contains any gaps, the Parties agree that such invalidity or gap shall not affect the validity of the remaining provisions of this Agreement. The Parties will replace an invalid provision or fill any gap with valid provisions which most closely approximate the purpose and economic effect of the invalid provision or, in case of a gap, the parties' presumed intentions. In the event that the terms and conditions of this Agreement are materially altered as a result of the preceding sentences, the Parties shall renegotiate the terms and conditions of this Agreement in order to resolve any inequities. Nothing in this Agreement shall be interpreted so as to require any Party to violate any applicable laws, rules or regulations.

11. Assignment; Binding Effect. This Agreement may not be assigned by any party without the prior written consent of the other parties to this Agreement; provided, however, that any party may assign this Agreement, in whole or in part, to any of its Affiliates (as defined in the applicable GSK Agreement(s)) to which any portion of the GSK Agreement(s) is assigned in compliance with the applicable GSK Agreement if such party guarantees the performance of this Agreement by such Affiliate (as defined in the applicable GSK Agreement(s)); provided, further that any party may assign this Agreement, in whole or in part, to any of its direct or indirect wholly-owned subsidiaries to which any portion of the Units are transferred or assigned in compliance with the TRC LLC Agreement if such party guarantees the performance of this Agreement by such subsidiary; and provided, further, that any party may assign this Agreement to a successor to all or substantially all of the assets of such party whether by merger, sale of stock, sale of assets or other similar transaction. This Agreement shall be binding on and, subject to the foregoing sentence, inure to the benefit of the parties hereto and their respective permitted transferees, successors, permitted assigns and legal representatives.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. Potential Purchase of Shares Withheld for Taxes.

13.1 In the event that Theravance reasonably determines, in good faith, that the dividend of Theravance Biopharma shares in the Spin-Off to Theravance stockholders may be subject to tax withholding, Theravance will provide written

notice to GSK at least ten (10) days before the Spin-Off Date that such withholding of shares will occur upon the Spin-Off.

13.2 GSK agrees that (i) at least five (5) days prior to the Spin-Off Date, it will provide Theravance with a properly completed and executed Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) and (ii) Theravance may rely on such Form W-8BEN for the purposes of determining the number of ordinary shares of Theravance Biopharma that will be withheld for tax purposes.

13.3 Within five (5) days following the Spin-Off Date, Theravance will provide written notice to GSK that such withholding of ordinary shares has occurred and the number of ordinary shares so withheld from the dividend otherwise payable to GSK (the "Number of Withheld Shares").

13.4 GSK, by written notification received by Theravance within ten (10) days after receipt of Theravance's notice in Section 13.3 and provided that GSK has satisfied its obligations in Section 13.2, may elect to purchase from Theravance that number of Theravance Biopharma ordinary shares equal to the Number of Withheld Shares.

13.5 If GSK makes the election in Section 13.4, GSK or its Affiliates shall purchase from Theravance ordinary shares of Theravance Biopharma equal to the Number of Withheld Shares at a First Day Closing Share Price (as defined below). Such purchase shall be consummated within three Trading Days (as defined below) following Theravance's receipt of GSK's election to purchase the ordinary shares or such later date as is necessary to comply with any federal or state securities or antitrust laws or the rules and regulations of the SEC, NASDAQ, or any other such self-regulating organization, and Theravance shall use its commercially reasonable efforts to cause Theravance Biopharma to issue a stock certificate for such ordinary shares to GSK within ten (10) Trading Days after the closing of the purchase of the shares.

13.6 "First Day Closing Share Price" means the closing price of Theravance Biopharma ordinary shares on the NASDAQ Global Market or, if the ordinary shares are not quoted on the NASDAQ Global Market, the principal national securities exchange on which the ordinary shares are listed on (i) the Spin-Off Date, if the dividend distribution of Theravance Biopharma ordinary shares to Theravance stockholders occurs before 9:00 am (New York City time) on the Spin-Off Date and the Spin-Off Date is a Trading Day, or (ii) the first Trading Day after the Spin-Off Date.

13.7 "Trading Day" means any day on which the NASDAQ Global Market or, if the Theravance Biopharma ordinary shares are not quoted on the NASDAQ Global Market, the principal national securities exchange on which the ordinary shares are listed is open for trading. A Trading Day only includes those days that have a scheduled closing time of 4:00 p.m. (New York City time) or the then standard closing time for regular trading on the relevant exchange or trading system.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first written above.

THERAVANCE, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

THERAVANCE BIOPHARMA, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

GLAXO GROUP LIMITED

By: /s/ Paul Williamson

Name: Paul Williamson

Authorized Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited

Title: Corporate Director

[SIGNATURE PAGE TO MASTER AGREEMENT]

THERAVANCE COLLABORATION AGREEMENT AMENDMENT

This Theravance Collaboration Agreement Amendment (the "Amendment") is entered into on March 3, 2014 between Theravance, Inc., a Delaware corporation ("Theravance"), and Glaxo Group Limited, a private company limited by shares registered under the laws of England and Wales ("GSK"), and amends and supplements the Collaboration Agreement entered into as of November 14, 2002, as amended on April 11, 2006 (the "Collaboration Agreement").

WHEREAS, Theravance intends to spin-off Theravance Biopharma, Inc., a Cayman Islands exempted company ("Theravance Biopharma"), as a separate, publicly traded company through a pro rata dividend of Theravance Biopharma ordinary shares to Theravance stockholders, as more fully described in the preliminary Form 10 Registration Statement filed by Theravance Biopharma with the United States Securities and Exchange Commission, as will be amended to reflect the Spin-Off Documents (the "Spin-Off"); and

WHEREAS, the Spin-Off contemplates an assignment by Theravance to Theravance Respiratory Company, LLC ("TRC"), an Affiliate of Theravance, of certain agreed rights under the Collaboration Agreement; and

WHEREAS, Theravance Biopharma will have an economic interest in certain respiratory programs Developed under the Collaboration Agreement as anticipated by the TRC Limited Liability Company Agreement; and

WHEREAS, pursuant to the master agreement of even date herewith made between Theravance, Theravance Biopharma, and GSK (the "Master Agreement"), GSK and Theravance have agreed to both amend and to clarify certain rights and obligations between them with regard to the Collaboration Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the representations, covenants and agreements contained herein, Theravance and GSK, intending to be legally bound, hereby agree as follows:

1. Effective Date and Expiration Date. This Amendment will become effective on the Spin-Off Date, *provided* the Spin-Off occurs on or before June 30, 2014. If the Spin-Off does not occur on or prior to June 30, 2014, this Agreement will terminate and be of no effect whatsoever.

2. Definitions. Capitalized terms used herein but not defined shall have the meaning given them in the Collaboration Agreement or Master Agreement as the case may be.

3. Modification to GSK's Diligent Efforts Obligations.

   3.1 Upon approval of the triple combination product consisting of umeclidinium/fluticasone furoate/vilanterol ("UMEC/FF/VI") or the muscarinic antagonist/beta2agonist/inhaled corticosteroid combination product consisting of batefenterol (also known as GSK961081) or any Supplemental MABA Alliance

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Product developed pursuant to the Strategic Alliance Agreement and fluticasone furoate ("MABA/ICS") in one of the European Union and the United States, (a) [***], and (b) the definition of "Diligent Efforts" as it applies to Commercialization shall change to: "Diligent Efforts with regard to Commercialization means the carrying out of obligations in a sustained manner consistent with the efforts a Party devotes to a product of similar market potential, profit potential or strategic value resulting from its own research efforts based on conditions then prevailing [***], with the objective of focusing on the best interests of patients and to maximize the net value of the overall portfolio of Collaboration Products and Alliance Products (as defined in the Strategic Alliance Agreement), using GSK's cost of capital as the discount rate."

3.2 Notwithstanding Section 3.1, following the First Commercial Sale of the first to be launched of [***] or [***] in each of [***] (each, a "Region"), GSK agrees that its annualized level of Promotional Expenditure on [***] ("Launched Collaboration Products") in such Region for the first [***] month period following such First Commercial Sale (for each such region, the "Measurement Period") will be at least [***] of its average annualized Promotional Expenditure on Launched Collaboration Products in such Region over the [***] months preceding such First Commercial Sale in such Region. For clarity, the type of Promotional Expenditure during the two periods is not required to be the same provided that the aggregate value of the Promotional Expenditure meets the foregoing requirement. For the purposes of this Section 3.2, "Promotional Expenditure" means with respect to Launched Collaboration Products: (a) the direct employment costs (including wages, cash and non-cash benefits and cash incentive compensation, training, travel, auto) [***] Launched Collaboration Products together with other direct costs covering [***] Launched Collaboration Products (in cases in which [***], the costs for that [***] based upon [***] Launched Collaboration Product); (b) the direct costs arising from the [***] Launched Collaboration Products, as well as associated [***]; and (c) costs associated with [***], in each case as recorded in accordance with GSK's accounting policies targeted to reflect actual cost and systems consistently applied across the time periods that are being compared. The foregoing shall not include [***] Launched Collaboration Products.

3.3 During the Measurement Period, GSK will maintain a level of medical affairs support for the Launched Collaboration Products in a manner consistent with the medical affairs support it provides for comparable products at a comparable stage or life cycle with the objective of focusing on the best interests of patients.

4. Joint Steering Committee and Joint Project Committee: Section 3.1.2 of the Collaboration Agreement is amended such that after the sentence ending "two (2) of

whom shall be designated by each of GSK and Theravance and shall have appropriate expertise, with at least one (1) member from each Party being at least at a vice president level or higher" the following sentences shall be added: "The members designated by Theravance shall represent both Theravance and Theravance Respiratory Company LLC. None of the designees shall be employees, consultants or representatives of Theravance Biopharma, Inc., other than Permitted Consultants (as defined in the Master Agreement, dated as of March 3, 2014, among Theravance, Theravance Biopharma, Inc. and GSK)." Section 3.2.2 of the Collaboration Agreement is amended such that after the sentence ending "GSK and Theravance shall designate an equal number of representatives, up to a maximum total of eight (8) members on such Joint Project Committee, with a maximum of four (4) from each Party" the following sentences shall be added: "The members designated by Theravance shall represent both Theravance and Theravance Respiratory Company LLC. None of the designees shall be employees, consultants or representatives of Theravance Biopharma, Inc., other than Permitted Consultants."

5. Commercialization Interactions. The Collaboration Agreement is hereby amended to add a new Section 5.1.3 as set forth as Exhibit A hereto. In addition the Collaboration is hereby amended as follows:

5.1 Sub-Section 3.1.3(b) is amended and restated as follows: "Review and approve the Development Plans and any material amendments to the Development Plans and approve the Marketing Plans and any material amendments to the Marketing Plans following review pursuant to Section 5.1.3.".

5.2 Sub-Sections 3.2.3(g), (h), (j) and (l) are deleted.

5.3 Section 5.1.1 is amended and restated as follows: "General. GSK shall adopt a Global Marketing Plan for each Collaboration Product ("Marketing Plan") in accordance with the provisions of this Section 5.1. Each Marketing Plan shall define the goals and objectives for Commercializing the Collaboration Products in the pertinent Calendar Year consistent with the applicable Development Plan."

5.4 Section 5.3.2 is deleted.

5.5 Section 7.1.1 is amended and restated in full to read as follows: "No Review of Core Promotional Materials. Theravance will not review and comment on core Promotional Materials prior to Commercial use by GSK. GSK will provide Theravance with copies of core Promotional Materials at will but no later than first introduction into Commercial use."

6. Extension/Modification of Subsequent Royalties Provision. GSK and Theravance each hereby agree that in the event GSK is obligated to make any subsequent royalty

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payments under Section 14.9 of the Collaboration Agreement, it will make those payments directly to Theravance Biopharma (and not to Theravance) in accordance with the terms of the Collaboration Agreement. Theravance hereby waives any rights it may have in any such future payments under Section 14.9. GSK and Theravance each hereby agree that any subsequent modification, waiver or amendment of Section 14.9 of the Collaboration Agreement shall require the written consent of each of GSK, Theravance and Theravance Biopharma. Notwithstanding Section 16.13 of the Collaboration Agreement, Theravance Biopharma is an intended third-party beneficiary of this provision and may enforce it against GSK as fully as if it were Theravance, Inc. hereunder.

7. Alternative Dispute Resolution.

7.1 The Collaboration Agreement is hereby amended to add a new Section 16.16 as follows:

"16.16 Dispute Resolution. Except for matters covered by Section 3.1.5, any dispute arising out of or relating to the Agreement, or the breach, termination or validity thereof (a "Dispute"), shall be finally resolved pursuant to the following provision:

16.16.1 Negotiation. In the event a Dispute arises, the Parties agree that they shall attempt in good faith to resolve the Dispute by referring it to GSK's Chief Executive Officer, on the one hand, and Theravance's Chief Executive Officer, on the other hand (or their respective designee with power and authority to resolve such dispute) (the "Senior Officers"). Either Party may refer a Dispute to the Senior Officers. If the Parties are unable for any reason to resolve a Dispute within fifteen (15) days of referring such dispute to the Senior Officers, the Dispute shall be finally resolved by arbitration pursuant to Section 16.16.2 below.

16.16.2 Arbitration. The Parties agree that any legal proceeding to enforce or interpret any provision of this Agreement shall be conducted through binding arbitration ("Arbitration"). Either Party can initiate Arbitration on thirty (30) days written notice to the other Party. The Arbitration shall be conducted pursuant to the American Arbitration Association's ("AAA") Commercial Arbitration Rules (the "Rules") then in effect, except that notwithstanding the Rules, the following provisions shall apply to the Arbitration hereunder.

a. Panel. The Arbitration shall be conducted by a panel of three (3) arbitrators (the "Arbitration Panel") in New York, New York. The Arbitration Panel shall consist of one arbitrator selected by each of the

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

Parties from a pool of arbitrators to be presented to the Parties by the AAA. The Parties shall make their selection within thirty (30) days of the commencement of the arbitration. Each of these two arbitrators shall have expertise in pharmaceutical product Development and Commercialization. Within thirty (30) days of appointment, these two arbitrators shall jointly select the chairman from a pool of arbitrators to be presented to the Parties by the AAA.

b. Process. The time periods set forth in the Rules shall be followed, unless a Party can demonstrate to the Arbitration Panel that the urgency of the dispute or other reasons warrant contraction of one or more of the timetables. For good cause shown, the Arbitration Panel may contract such timetables. Interpretation of and enforcement of this Section shall be governed by the Federal Arbitration Act. The fees of the Arbitration Panel and the AAA shall be paid by the losing Party, which shall be designated by the Arbitration Panel or in such proportions as may be designed by the Arbitration Panel where a Party does not prevail with respect to all issues.

c. Confidentiality. The Arbitration proceeding shall be confidential and the Arbitration Panel shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by Law, no Party shall make (or instruct the Arbitration Panel to make) any public announcement with respect to the proceedings or decision of the Arbitration Panel without prior written consent of each other Party. The existence of a dispute submitted to Arbitration, and the outcome, shall be kept in confidence by Arbitration Panel and the Parties, their affiliates, their counsel, insurers and re-insurers, accountants and auditors, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if (i) disclosure is required by law or (ii) to the extent necessary to enforce the rights arising out of the award.

d. Findings of Arbitration Panel. The decision of the Arbitration Panel will be final and binding on the Parties; provided that either Party shall retain all rights to bring an action against the other for damages and other monetary relief related to or arising out of the issue decided by the Arbitration Panel. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party.

16.16.3. Injunctive Relief. Notwithstanding the foregoing, any Party has the right to apply to any court of competent jurisdiction for interim relief necessary to preserve the Party's rights until the arbitrators are appointed.

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

After appointment of the arbitrators, the arbitrators shall have the exclusive jurisdiction to consider applications for interim relief.

16.16.4. Preservation of Existing Conflict Resolution Procedures. The Parties do not intend to, and the provisions of this Section 16.16 do not, modify any other internal conflict resolution provisions contained in this Agreement (e.g., Section 3.1.5(b) hereof)."

8. Entire Amendment. This Amendment, together with the Collaboration Agreement, as amended, and the exhibit hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Except as specifically amended previously and by the amendments contemplated by this Amendment, the Collaboration Agreement shall remain in full, force and effect. References in this Amendment to other agreements or documents shall refer to such agreements or documents as they may be amended.

9. Alternative Dispute Resolution. The Parties agree that any legal proceeding to enforce or interpret any provision of this Amendment shall be conducted in accordance with Section 16.16 of the Collaboration Agreement, as amended hereby.

10. Governing Law. Except as provided otherwise herein, this Amendment shall be construed, and the respective rights of the Parties determined, according to the substantive law of the State of Delaware notwithstanding the provisions governing conflict of laws under such Delaware law to the contrary.

11. Severability. In the event of the invalidity of any provisions of this Amendment or if this Amendment contains any gaps, the Parties agree that such invalidity or gap shall not affect the validity of the remaining provisions of this Amendment. The Parties will replace an invalid provision or fill any gap with valid provisions which most closely approximate the purpose and economic effect of the invalid provision or, in case of a gap, the parties' presumed intentions. In the event that the terms and conditions of this Amendment are materially altered as a result of the preceding sentences, the Parties shall renegotiate the terms and conditions of this Amendment in order to resolve any inequities. Nothing in this Amendment shall be interpreted so as to require any Party to violate any applicable laws, rules or regulations.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of the date first written above.

THERAVANCE, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

GLAXO GROUP LIMITED

By: /s/ Paul Williamson

Name: Paul Williamson

Authorized Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited
Title: Corporate Director

Acknowledged and Agreed, including for the purposes of Section 6, under which Theravance Biopharma is a third-party beneficiary:

THERAVANCE BIOPHARMA, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

[SIGNATURE PAGE TO COLLABORATION AMENDMENT AGREEMENT]

Exhibit A

New Section 5.1.3 to the Collaboration Agreement

Section 5.1.3. Exchange of Commercial information between GSK and Theravance. For each Collaboration Product in Phase III Development or beyond, GSK will provide Theravance with two documents each calendar year, a Marketing Plan and a mid-year update (the "Mid-Year Update"). The documents will be produced on a schedule that conforms to GSK's internal annual planning process and delivered to Theravance promptly in accordance with that schedule.

(a) Each Marketing Plan will include the information described in Section 5.1.2 of the Collaboration Agreement ("Section 5.1.2") and each Mid-Year Update will set forth in summary form the results of GSK's commercialization activities performed during the previous six-month period in the Respiratory Franchise Countries will and follow the template set out at Sub-Section 5.1.3(g) below.

(b) Notwithstanding the definition of "Major Market Country" in the Collaboration Agreement, the Marketing Plans will include sales forecasts and sales plans only for the following countries (collectively, the "Respiratory Franchise Countries"): [***] (or such other countries as may from time to time be considered by GSK to be core countries for its Respiratory Global Franchise). Mid-Year Updates will focus only on the Respiratory Franchise Countries.

(c) GSK will make reasonable efforts to provide the information described in Section 5.1.2 for each Respiratory Franchise Country but the Parties acknowledge that the same depth of information with regard to the market environment and dynamics may not be available in the less developed markets as in the more developed markets.

(d) GSK affirms that the sales forecasts included in each Marketing Plan will be the same forecasts used for its internal planning purposes and provided to GSK senior management.

(e) Following receipt of each Marketing Plan or Mid-Year Update, Theravance will respond to GSK with a list of comments and questions, after which Theravance commercial personnel will meet for up to a half day with each of the appropriate GSK medicine commercialization leaders (each, a "MCL") to discuss the documents and responses.

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(f) GSK will keep Theravance apprised of any strategically significant issue concerning the Commercialization of the Collaboration Products through its Alliance Management and/or the Franchise Head/the MCLs, as appropriate. GSK Alliance Management will respond to ad hoc Theravance queries on strategically significant matters of concern in between formal plans/reports in a reasonable time.

(g) The Mid-Year Update will follow this template:

(i) General principle: Update is provided on strategically significant changes (including changes in GSK plans as well as major developments in the markets addressed) for Respiratory Franchise Countries versus the last Marketing Plan or / Mid-Year Update (including the provision of information that was noted as pending in the most recent Marketing Plan or Mid- Year Update and is now available)

(ii) Executive Summary that covers:

A. Key performance indicator dashboard
B. What is going well and what is not
C. New opportunities and challenges
D. Any new key insights/learnings

(iii) Key Success Factors & High Level Strategy / Changes

(iv) Environment update: Changes and new insights

A. Regulatory
B. Market access
C. Customers
D. Competitors

(v) Market research / Update on results and insights drawn from major market research campaigns

(vi) Commercialization activity update

A. Launch readiness / Campaign execution status versus Global Marketing Plan including detail on promotional strategy/marketing mix
B. Launch date

C. Sales force allocation and overall resourcing
D. Any manufacturing or supply chain issues that would affect commercialization

(vii) Longer term initiatives

A. SUMMIT
B. Salford Lung Studies
C. Head — to — head studies
D. Any other Phase 3 and 4 studies (e.g. real world effectiveness, health economics / outcomes research, new indications / formulations, special populations)

(viii) Strategic topics for JSC — As and if applicable

THERAVANCE STRATEGIC ALLIANCE AGREEMENT AMENDMENT

This Theravance Strategic Alliance Agreement Amendment (the "Amendment") is entered into on March 3, 2014 between Theravance, Inc., a Delaware corporation ("Theravance"), and Glaxo Group Limited, a private company limited by shares registered under the laws of England and Wales ("GSK"), and amends and supplements the Strategic Alliance Agreement entered into as of March 30, 2004, as amended on September 13, 2004, February 11, 2005, February 8, 2006, February 27, 2006, February 27, 2009, June 22, 2009, July 16, 2010, and October 3, 2011 (the "Strategic Alliance Agreement").

WHEREAS, Theravance intends to spin-off Theravance Biopharma, Inc., a Cayman Islands exempted company ("Theravance Biopharma"), as a separate, publicly traded company through a pro rata dividend of Theravance Biopharma ordinary shares to Theravance stockholders, as more fully described in the preliminary Form 10 Registration Statement filed by Theravance Biopharma with the United States Securities and Exchange Commission, as will be amended to reflect the Spin-Off Documents (the "Spin-Off"); and

WHEREAS, the Spin-Off contemplates an assignment by Theravance to Theravance Respiratory Company, LLC ("TRC"), an Affiliate of Theravance, of the entire Strategic Alliance Agreement; and

WHEREAS, Theravance Biopharma will have an economic interest in certain respiratory programs Developed under the Strategic Alliance Agreement as anticipated by the TRC Limited Liability Company Agreement; and

WHEREAS, pursuant to the master agreement of even date herewith made between Theravance, Theravance Biopharma, and GSK (the "Master Agreement"), GSK and Theravance have agreed to both amend and to clarify certain rights and obligations between them with regard to the Strategic Alliance Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the representations, covenants and agreements contained herein, Theravance and GSK, intending to be legally bound, hereby agree as follows:

1. Effective Date and Expiration Date. This Amendment will become effective on the Spin-Off Date, *provided* the Spin-Off occurs on or before June 30, 2014. If the Spin-Off does not occur on or prior to June 30, 2014, this Agreement will terminate and be of no effect whatsoever.

2. Definitions. Capitalized terms used herein but not defined shall have the meaning given them in the Strategic Alliance Agreement or Master Agreement as the case may be.

3. Modification to GSK's Diligent Efforts Obligations.

   3.1 Upon approval of the triple combination product consisting of umeclidinium/fluticasone furoate/vilanterol ("UMEC/FF/VI") or the muscarinic antagonist/beta2agonist/inhaled corticosteroid combination product consisting of batefenterol (also known as GSK961081) or any Supplemental MABA Alliance Product developed pursuant to the Strategic Alliance Agreement and fluticasone furoate ("MABA/ICS") in one of the European Union and the United States, (a) [***], and (b) the definition of "Diligent Efforts" as it applies to Commercialization shall change to: "Diligent Efforts with regard to Commercialization means the carrying out of obligations in a sustained manner consistent with the efforts a Party devotes to a product of similar market potential, profit potential or strategic value resulting from its own research efforts based on conditions then prevailing, with the objective of focusing on the best interests of patients and to maximize the net value of the overall portfolio of Collaboration Products (as defined in the Collaboration Agreement) and Alliance Products, using GSK's cost of capital as the discount rate."

4. Joint Steering Committee. Sections 3.2.2 and 3.3.2 of the Strategic Alliance Agreement are amended such that the following sentence shall be added after the first sentence of each: "None of the designees shall be employees, consultants or representatives of Theravance Biopharma, Inc., other than Permitted Consultants (as defined in the Master Agreement, dated as of March 3, 2014, among Theravance, Theravance Biopharma Inc. and GSK)."

5. Commercialization Interactions. The Strategic Alliance Agreement is hereby amended to add a new Section 5.1.3 as set forth as Exhibit A hereto. In addition the Strategic Alliance Agreement is hereby amended as follows:

   5.1 Sub-Section 3.2.3(c) is amended and restated as follows: "Review the Development Plans and any material amendments to the Development Plans and further review the Marketing Plans and any material amendments to the Marketing Plans following review pursuant to Section 5.1.3."

   5.2 Sub-Sections 3.3.3(e), (f), (g) and (i) are deleted.

   5.3 Section 5.1.1 is amended and restated as follows: "General. GSK shall adopt a Global Marketing Plan for each Alliance Product ("Marketing Plan") in accordance with the provisions of this Section 5.1. Each Marketing Plan shall define the goals and objectives for Commercializing the Alliance Products in the pertinent Calendar Year consistent with the applicable Development Plan."

   5.4 Section 5.3.3 is deleted.

5.5 Section 7.1.2 is amended and restated in full to read as follows: "No Review of Core Promotional Materials. Theravance will not review and comment on core Promotional Materials prior to Commercial use by GSK. GSK will provide Theravance with copies of core Promotional Materials at will but no later than first introduction into Commercial use."

6. Prosecution and Maintenance of Patents. Article 13 of the Strategic Alliance Agreement is hereby amended and restated in its entirety to read as set forth on Exhibit B hereto. GSK and Theravance agree that the list set forth on Exhibit C hereto represents a complete list of the Theravance Patents as of the date hereof.

7. Alternative Dispute Resolution.

7.1 The Strategic Alliance Agreement is hereby amended to add a new Section 15.16 as follows:

"Dispute Resolution. Except for matters covered by Section 3.2.5, any dispute arising out of or relating to the Agreement, or the breach, termination or validity thereof (a "Dispute"), shall be finally resolved pursuant to the following provision:

15.16.1 Negotiation. In the event a Dispute arises, the Parties agree that they shall attempt in good faith to resolve the Dispute by referring it to GSK's Chief Executive Officer, on the one hand, and Theravance's Chief Executive Officer, on the other hand (or their respective designee with power and authority to resolve such dispute) (the "Senior Officers"). Either Party may refer a Dispute to the Senior Officers. If the Parties are unable for any reason to resolve a Dispute within fifteen (15) days of referring such dispute to the Senior Officers, the Dispute shall be finally resolved by arbitration pursuant to Section 15.16.2 below.

15.16.2 Arbitration. The Parties agree that any legal proceeding to enforce or interpret any provision of this Agreement shall be conducted through binding arbitration ("Arbitration"). Either Party can initiate Arbitration on thirty (30) days written notice to the other Party. The Arbitration shall be conducted pursuant to the American Arbitration Association's ("AAA") Commercial Arbitration Rules (the "Rules") then in effect, except that notwithstanding the Rules, the following provisions shall apply to the Arbitration hereunder.

a. Panel. The Arbitration shall be conducted by a panel of three (3) arbitrators (the "Arbitration Panel") in New York, New York. The Arbitration Panel shall consist of one arbitrator selected by each of the Parties from a pool of arbitrators to be presented to the Parties by the

AAA. The Parties shall make their selection within thirty (30) days of the commencement of the arbitration. Each of these two arbitrators shall have expertise in pharmaceutical product Development and Commercialization. Within thirty (30) days of appointment, these two arbitrators shall jointly select the chairman from a pool of arbitrators to be presented to the Parties by the AAA.

b. Process. The time periods set forth in the Rules shall be followed, unless a Party can demonstrate to the Arbitration Panel that the urgency of the dispute or other reasons warrant contraction of one or more of the timetables. For good cause shown, the Arbitration Panel may contract such timetables. Interpretation of and enforcement of this Section shall be governed by the Federal Arbitration Act. The fees of the Arbitration Panel and the AAA shall be paid by the losing Party, which shall be designated by the Arbitration Panel or in such proportions as may be designed by the Arbitration Panel where a Party does not prevail with respect to all issues.

c. Confidentiality. The Arbitration proceeding shall be confidential and the Arbitration Panel shall issue appropriate protective orders to safeguard each Party's Confidential Information. Except as required by Law, no Party shall make (or instruct the Arbitration Panel to make) any public announcement with respect to the proceedings or decision of the Arbitration Panel without prior written consent of each other Party. The existence of a dispute submitted to Arbitration, and the outcome, shall be kept in confidence by Arbitration Panel and the Parties, their affiliates, their counsel, insurers and re-insurers, accountants and auditors, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if (i) disclosure is required by law or (ii) to the extent necessary to enforce the rights arising out of the award.

d. Findings of Arbitration Panel. The decision of the Arbitration Panel will be final and binding on the Parties; provided that either Party shall retain all rights to bring an action against the other for damages and other monetary relief related to or arising out of the issue decided by the Arbitration Panel. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party.

15.16.4. Injunctive Relief. Notwithstanding the foregoing, any Party has the right to apply to any court of competent jurisdiction for interim relief necessary to preserve the Party's rights until the arbitrators are appointed.

After appointment of the arbitrators, the arbitrators shall have the exclusive jurisdiction to consider applications for interim relief.

15.16.5. Preservation of Existing Conflict Resolution Procedures. The Parties do not intend to, and the provisions of this Section 15.16 do not, modify any other internal conflict resolution provisions contained in this Agreement (e.g., Section 3.2.5(b) hereof)."

8. Entire Amendment. This Amendment, together with the Strategic Alliance Agreement, as amended, and the exhibit hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof. Except as specifically amended previously and by the amendments contemplated by this Amendment, the Strategic Alliance Agreement shall remain in full, force and effect. References in this Amendment to other agreements or documents shall refer to such agreements or documents as they may be amended.

9. Alternative Dispute Resolution. The Parties agree that any legal proceeding to enforce or interpret any provision of this Amendment shall be conducted in accordance with Section 15.16 of the Strategic Alliance Agreement, as amended hereby.

10. Governing Law. Except as provided otherwise herein, this Amendment shall be construed, and the respective rights of the Parties determined, according to the substantive law of the State of Delaware notwithstanding the provisions governing conflict of laws under such Delaware law to the contrary.

11. Severability. In the event of the invalidity of any provisions of this Amendment or if this Amendment contains any gaps, the Parties agree that such invalidity or gap shall not affect the validity of the remaining provisions of this Amendment. The Parties will replace an invalid provision or fill any gap with valid provisions which most closely approximate the purpose and economic effect of the invalid provision or, in case of a gap, the parties' presumed intentions. In the event that the terms and conditions of this Amendment are materially altered as a result of the preceding sentences, the Parties shall renegotiate the terms and conditions of this Amendment in order to resolve any inequities. Nothing in this Amendment shall be interpreted so as to require any Party to violate any applicable laws, rules or regulations.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

IN WITNESS WHEREOF, the parties hereby have executed this Amendment as of the date first written above.

THERAVANCE, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

GLAXO GROUP LIMITED

By: /s/ Paul Williamson

Name: Paul Williamson

Authorized Signatory
For and on behalf of
Edinburgh Pharmaceutical Industries Limited

Title: Corporate Director

Acknowledged and Agreed:

THERAVANCE BIOPHARMA, INC.

By: /s/ Rick E Winningham

Name: Rick E Winningham

Title: Chief Executive Officer

[SIGNATURE PAGE TO STRATEGIC ALLIANCE AMENDMENT AGREEMENT]

New Section 5.1.3 to the Strategic Alliance Agreement

Section 5.1.3. Exchange of Commercial information between GSK and Theravance. For each Alliance Product in Phase III Development or beyond, GSK will provide Theravance with two documents each calendar year, a Marketing Plan and a mid-year update (the "Mid-Year Update"). The documents will be produced on a schedule that conforms to GSK's internal annual planning process and delivered to Theravance promptly in accordance with that schedule.

(a) Each Marketing Plan will include the information described in Section 5.1.2 of the Strategic Alliance Agreement ("Section 5.1.2") and each Mid-Year Update will set forth in summary form the results of GSK's commercialization activities performed during the previous six-month period in the Respiratory Franchise Countries will and follow the template set out at Sub-Section 5.1.3(g) below.

(b) Notwithstanding the definition of "Major Market Country" in the Strategic Alliance Agreement, the Marketing Plans will include sales forecasts and sales plans only for the following countries (collectively, the "Respiratory Franchise Countries"): [***] (or such other countries as may from time to time be considered by GSK to be core countries for its Respiratory Global Franchise). Mid-Year Updates will focus only on the Respiratory Franchise Countries.

(c) GSK will make reasonable efforts to provide the information described in Section 5.1.2 for each Respiratory Franchise Country but the Parties acknowledge that the same depth of information with regard to the market environment and dynamics may not be available in the less developed markets as in the more developed markets.

(d) GSK affirms that the sales forecasts included in each Marketing Plan will be the same forecasts used for its internal planning purposes and provided to GSK senior management.

(e) Following receipt of each Marketing Plan or Mid-Year Update, Theravance will respond to GSK with a list of comments and questions, after which Theravance commercial personnel will meet for up to a half day with each of the appropriate GSK medicine commercialization leaders (each, a "MCL") to discuss the documents and responses.

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.

(f) GSK will keep Theravance apprised of any strategically significant issue concerning the Commercialization of the Alliance Products through its Alliance Management and/or the Franchise Head/the MCLs, as appropriate. GSK Alliance Management will respond to ad hoc Theravance queries on strategically significant matters of concern in between formal plans/reports in a reasonable time.

(g) The Mid-Year Update will follow this template:

(i) General principle: Update is provided on strategically significant changes (including changes in GSK plans as well as major developments in the markets addressed) for Respiratory Franchise Countries versus the last Marketing Plan or / Mid-Year Update (including the provision of information that was noted as pending in the most recent Marketing Plan or Mid- Year Update and is now available)

(ii) Executive Summary that covers:

A. Key performance indicator dashboard
B. What is going well and what is not
C. New opportunities and challenges
D. Any new key insights/learnings

(iii) Key Success Factors & High Level Strategy / Changes

(iv) Environment update: Changes and new insights

A. Regulatory
B. Market access
C. Customers
D. Competitors

(v) Market research / Update on results and insights drawn from major market research campaigns

(vi) Commercialization activity update

A. Launch readiness / Campaign execution status versus Global Marketing Plan including detail on promotional strategy/marketing mix
B. Launch date

C. Sales force allocation and overall resourcing
D. Any manufacturing or supply chain issues that would affect commercialization

(vii) Longer term initiatives

A. Head — to — head studies
B. Any other Phase 3 and 4 studies (e.g. real world effectiveness, health economics / outcomes research, new indications / formulations, special populations)

(viii) Strategic topics for JSC — As and if applicable

Exhibit B

New Article 13 to the Strategic Alliance Agreement

ARTICLE 13
PATENTS and INVENTIONS

13.1 Prosecution and Maintenance of Patents.

13.1.1 Prosecution and Maintenance of Theravance Patents. GSK shall have the exclusive right and the obligation to (subject to GSK's election not to file, prosecute, or maintain pursuant to Section 13.1.5) prepare, file, prosecute in a diligent manner (including without limitation by conducting interferences, oppositions and reexaminations or other similar proceedings), maintain (by timely paying all maintenance fees, renewal fees, and other such fees and costs required under applicable Laws) and extend all Theravance Patents. Following the effective date of the Theravance Strategic Alliance Amendment Agreement with respect to a particular Alliance Program hereunder (the "Alliance Program Acceptance Date"), GSK shall regularly advise Theravance of the status of all pending applications relating to such Alliance Program, including with respect to any hearings or other proceedings before any Governmental Authority, and, at Theravance's request, shall provide Theravance with copies of all documentation concerning such applications, including all correspondence to and from any Governmental Authority. GSK shall consult with Theravance prior to abandoning any Theravance Patents. Subject to Section 13.6, GSK shall solicit Theravance's advice and review of the nature and text of such patent applications and important prosecution matters related thereto in reasonably sufficient time prior to filing thereof, and GSK shall take into account Theravance's reasonable comments related thereto; provided, however, Theravance shall have the final decision authority with respect to any action relating to any Theravance Patent.

Subject to Section 13.1.5, Theravance shall be responsible for all out-of-pocket costs and expenses incurred by GSK associated with procuring Theravance Patents in the United States, including applications preparation, filing fees, prosecution, maintenance and costs associated with reexamination and interference proceedings in the United States Patent and Trademark Office and United States Courts. GSK shall be responsible for all costs and expenses after the effective date of the Theravance Strategic Alliance Amendment Agreement which such costs and expenses are associated with procuring patents corresponding to the relevant Theravance Patents related to such Alliance Program outside of the United States, including without limitation PCT and individual country filing fees, translations, maintenance, annuities, and protest proceedings. For all such United States patent applications, GSK will invoice Theravance on a quarterly basis beginning with the effective date of the Theravance Strategic Alliance Amendment Agreement, setting forth all such expenses incurred since the effective date of the Theravance Strategic Alliance Amendment Agreement.

13.1.2 Prosecution and Maintenance of Patents Covering Joint Inventions.

(a) For Patents covering Joint Inventions, the Parties shall agree, without prejudice to ownership, which Party shall have the right to prepare and file a priority patent application, and prosecute such application(s) and maintain any patents derived therefrom, with the Parties equally sharing the reasonable out-of-pocket costs for the preparation, filing, prosecution and maintenance of such priority patent application. The Parties will reasonably cooperate to obtain any export licenses that might be required for such activities. Should the

agreed upon Party elect not to prepare and/or file any such priority patent application, it shall (i) provide the other Party with written notice as soon as reasonably possible after making such election but in any event no later than sixty (60) days before the other Party would be faced with a possible loss of rights, (ii) give the other Party the right, at the other Party's discretion and sole expense, to prepare and file the priority application(s), and (iii) offer reasonable assistance in connection with such preparation and filing at no cost to the other Party except for reimbursement of reasonable out-of-pocket expenses incurred by the agreed upon Party in rendering such assistance. The other Party, at its discretion and cost, shall prosecute such application(s) and maintain sole ownership of any patents derived therefrom.

(b) Within nine (9) months after the filing date of a priority application directed to an Invention, the Party filing the priority application shall request that the other Party identify those non-priority, non-PCT ("foreign") Countries in which the other Party desires that the Party filing the priority application file corresponding patent applications. Within thirty (30) days after receipt by the other Party of such request from the Party filing the priority application, the other Party shall provide to the Party filing the priority application a written list of such foreign countries in which the other Party wishes to effect corresponding foreign patent applications filings. The Parties will then agree on the particular countries in which such applications will be filed, provided that in the event agreement is not reached, the application will be filed in the disputed as well as the non-disputed countries (all such filings referred to hereinafter as "Designated Foreign Filings"). Thereafter, within twelve (12) months after the filing date of the priority application, the Party filing the priority application shall effect all such Designated Foreign Filings. It is presumed unless otherwise agreed in writing by the Parties, that a corresponding PCT application will be filed designating all PCT member countries. As to each Designated Foreign Filing and PCT application, GSK shall bear the costs for the filing and prosecutions of such Designated Foreign Filing and PCT application (including entering national phase in all agreed countries). Should the Party filing the priority application not agree to file or cause to be filed a Designated Foreign Filing, the other Party will have the right to effect such Designated Foreign Filing.

(c) Should the filing Party pursuant to Section 13.1.2(a) or 13.1.2(b) no longer wish to prosecute and/or maintain any patent application or patent resulting from such application, the filing Party shall (i) provide the non-filing Party with written notice of its wish no later than sixty (60) days before the patent or patent applications would otherwise become abandoned, (ii) give the non-filing Party the right, at the non-filing Party's election and sole expense, to prosecute and/or maintain such patent or patent application, and (iii) offer reasonable assistance to the non-filing Party in connection with

such prosecution and/or maintenance at no cost to the non-filing Party except for reimbursement of the filing Party's reasonable out-of-pocket expenses incurred by the filing Party in rendering such assistance.

(d) Should the non-filing Party pursuant to Section 13.1.2(c) not wish to incur its share of preparation, filing, prosecution and/or maintenance costs for a patent application filed pursuant to Section 13.1.2(a) or 13.1.2(b) or patents derived therefrom, it shall (i) provide the filing Party with written notice of its wish, and (ii) continue to offer reasonable assistance to the filing Party in connection with such prosecution or post-grant matters at no cost to the filing Party except for reimbursement of the non-filing Party's reasonable out-of-pocket expenses incurred by the non-filing Party in rendering such assistance.

(e) The Parties agree to cooperate in the preparation and prosecution of all patent applications filed under Section 13.1.2(a) and 13.1.2(b), including obtaining and executing necessary powers of attorney and assignments by the named inventors, providing

relevant technical reports to the filing Party concerning the invention disclosed in such patent application, obtaining execution of such other documents which shall be needed in the filing and prosecution of such patent applications, and, as requested, updating each other regarding the status of such patent applications.

13.1.3 Prosecution and Maintenance of GSK Patents. GSK shall have the exclusive right and obligation to (subject to GSK's election not to file, prosecute or maintain pursuant to Section 13.1.5) or to cause its licensors to, prepare, file and prosecute in a diligent manner (including without limitation by conducting interferences, oppositions and reexaminations or other similar proceedings), maintain (by timely paying all maintenance fees, renewal fees, and other such fees and costs required under applicable Laws) and extend all GSK Patents and related applications. Consistent with Section 13.6, GSK will consult with Theravance within the priority period for any patent application that is material to this Agreement concerning Countries in which corresponding applications will be filed provided always that GSK shall not be required to consult with Theravance under this Section 13.1.3 in relation to patent applications that GSK reasonably considers significant to activities beyond the scope of this Agreement, such as devices, delivery technology and/or any other proprietary GSK technology(ies). In the event the Parties cannot agree, GSK shall make the final decision. GSK shall consult with Theravance prior to abandoning any GSK Patents or related applications that are material to the matters contemplated in this Agreement. GSK shall regularly advise Theravance of the status of all pending applications, including with respect to any hearings or other proceedings before any Governmental Authority, and, at Theravance's request, shall provide Theravance with copies of documentation relating to such applications, including all correspondence to and from any Governmental Authority. Subject to Section 13.6, GSK shall solicit Theravance's advice and review of the nature and text of such patent applications and important prosecution matters related thereto in reasonably sufficient time prior to filing thereof, and GSK shall take into account Theravance's reasonable comments relating thereto; provided that GSK shall have the final decision authority with respect to any action relating to a GSK Patent.

13.1.4 [Not used]

13.1.5 Theravance Step-In Rights. If GSK elects not to file, prosecute or maintain the GSK Patents or Theravance Patents or claims encompassed by such GSK Patents or Theravance Patents necessary for Theravance to exercise its license rights hereunder in any Country, GSK shall give Theravance notice thereof within a reasonable period prior to allowing such GSK Patents or Theravance Patents, or such claims encompassed by such GSK Patents or Theravance Patents, to lapse or become abandoned or unenforceable, and Theravance shall thereafter have the right, at its sole expense, to prepare, file, prosecute and maintain such GSK Patents or Theravance Patents in such Country; provided always that nothing herein shall give Theravance any Step-In Rights in respect of any proprietary *Diskus* technology(ies). The proviso to this Section 13.1.5 shall be taken to refer also to GSK's proprietary ELLIPTA® inhaler technology (formerly known as the *Gemini* technology). For clarity, it is acknowledged that where GSK elects not to file, prosecute or maintain certain claims encompassed by any Theravance Patent, GSK may file a divisional or similar application to the extent possible in order to facilitate the transfer of control of such claims to Theravance.

13.1.6 Execution of Documents by Agents. Each of the Parties shall execute or have executed by its appropriate agents such documents as may be necessary to obtain, perfect or maintain any Patent Rights filed or to be filed pursuant to this Agreement, and shall cooperate with the other Party so far as reasonably necessary with respect to furnishing all information and data in its possession reasonably necessary to obtain or maintain such Patent Rights.

13.1.7 Patent Term Extensions. The Parties shall cooperate with each other in gaining patent term extension where applicable to an Alliance Product. The Joint Steering Committee shall determine which patents relating to a particular Alliance Product the Parties shall endeavor to have extended. All filings for such extension will be made by the Party to whom the patent is assigned after consultation with the other Party. In the event the Joint Steering Committee can not agree, the Party Commercializing the Theravance Compound will make the decision.

13.2 Patent Infringement.

13.2.1 Infringement Claims. With respect to any and all Claims instituted by Third Parties against Theravance or GSK or any of their respective Affiliates for patent infringement involving the manufacture, use, license, marketing or sale of an Alliance Product in the United States during the Term (each, a "Patent Infringement Claim") as applicable, Theravance and GSK will assist one another and cooperate in the defense and settlement of such Patent Infringement Claims at the other Party's request.

13.2.2 Infringement of Theravance Patents. In the event that Theravance or GSK becomes aware of actual or threatened infringement of a Theravance Patent during the Term, that Party will promptly notify the other Party in writing (a "Patent Infringement Notice"). Theravance will have the right but not the obligation to bring an infringement action against any Third Party. If Theravance elects to pursue such infringement action, Theravance shall be solely responsible for the costs and expenses associated with such action and retain all recoveries. During the Term, in the event that Theravance does not undertake such an infringement action, upon Theravance's written consent, which shall not be unreasonably withheld, refused, conditioned or delayed, GSK shall be permitted to do so in Theravance's or the relevant Theravance Affiliate's name and on Theravance's or the relevant Theravance Affiliate's behalf. If Theravance has consented to an infringement action but GSK is not recognized by the applicable court or other relevant body as having the requisite standing to pursue such action, then GSK may join Theravance as party-plaintiff. If GSK elects to pursue such infringement action, Theravance may be represented in

such action by attorneys of its own choice and its own expense with GSK taking the lead in such action. If Theravance recommends not to pursue an infringement action, and GSK elects to pursue such infringement action by joining Theravance as a party plaintiff, then GSK agrees to indemnify and hold harmless Theravance for all losses and damages arising from said infringement action.

13.2.3 Infringement of GSK Patents. In the event that GSK or Theravance becomes aware of actual or threatened infringement of a GSK Patent during the Term, that Party will promptly notify the other Party in writing. GSK will have the right but not the obligation to bring an infringement action against any Third Party. If GSK elects to pursue such infringement action, GSK shall be solely responsible for the costs and expenses associated with such action and retain all recoveries. During the Term, in the event that GSK does not undertake such an infringement action, upon GSK's written consent, which shall not be unreasonably withheld, refused, conditioned or delayed, Theravance shall be permitted to do so in GSK's or the relevant GSK Affiliate's name and on GSK's or the relevant GSK Affiliate's behalf. If GSK has consented to an infringement action but Theravance is not recognized by the applicable court or other relevant body as having the requisite standing to pursue such action, then Theravance may join GSK as a party-plaintiff. If Theravance elects to pursue such infringement action, GSK may be represented in such action by attorneys of its own choice and at its own expense, with Theravance taking the lead in such action. If GSK recommends not to pursue an infringement

action, and Theravance elects to pursue such infringement action by joining GSK as a party plaintiff, then Theravance agrees to indemnify and hold harmless GSK for all losses and damages arising from said infringement action.

13.2.4 Notice and Cooperation. In the event that GSK or Theravance becomes aware of actual or threatened infringement of a Joint Patent, that Party will promptly notify the other Party in writing. In such event the matter will be handled the same as provided for GSK Patents in Section 13.2.3 and Theravance will cooperate as reasonably required by GSK in connection with such enforcement.

13.3 Notice of Certification. GSK and Theravance each shall immediately give notice to the other of any certification filed under the "U.S. Drug Price Competition and Patent Term Restoration Act of 1984" (or its foreign equivalent) claiming that a GSK Patent or a Theravance Patent is invalid or that infringement will not arise from the manufacture, use or sale of any Alliance Product by a Third Party ("Hatch-Waxman Certification").

13.3.1 Notice. If a Party decides not to bring infringement proceedings against the entity making such a certification, such Party shall give notice to the other Party of its decision not to bring suit within twenty-one (21) days after receipt of notice of such certification.

13.3.2 Option. Such other Party then may, but is not required to, bring suit against the entity that filed the certification. If the other Party decides to bring suit, the provisions of Section 13.2.2 or Section 13.2.3 shall apply as appropriate.

13.3.3 Name of Party. Any suit by Theravance or GSK shall either be in the name of Theravance or in the name of GSK, (or any Affiliate) or jointly in the name of Theravance and GSK (or any Affiliate), as may be required by law.

13.4 Assistance. For purposes of this Article 13, the Party not bringing suit shall execute such legal papers necessary for the prosecution of such suit as may be reasonably requested by the Party bringing suit. The out-of-pocket costs and expenses of the Party bringing suit shall be reimbursed first out of any damages or other monetary awards recovered in favor of GSK or Theravance. The documented out-of-pocket costs and expenses of the other Party shall then be reimbursed out of any remaining damages or other monetary awards. The Party initiating and prosecuting the action to completion will retain any remaining damages or other monetary awards following such reimbursements.

13.5 Settlement. No settlement or consent judgment or other voluntary final disposition of a suit under this Article may be entered into without the joint written consent of GSK and Theravance (which consent will not be withheld unreasonably).

13.6 Ownership of Inventions. Each Party shall promptly disclose to the other Party all Inventions made by it during the Term; provided that GSK will be allowed a reasonable time to file patent applications covering GSK Inventions prior to disclosing the GSK Invention to Theravance, and Theravance will be allowed a reasonable time to file patent applications covering Theravance Inventions prior to disclosing the Theravance Invention to GSK. Theravance shall own all Theravance Inventions and GSK shall own all GSK Inventions. All Joint Inventions shall be owned jointly by Theravance and GSK, and each Party hereby consents (without granting any license) to the exercise, assignment or license or other disposition by the other Party of its joint interests in Joint Inventions without accounting or the need to seek the consent of the other Party to such assignment or license or other disposition; provided that any such assignment, license or other

disposition shall at all times be subject to the grant of rights and accompanying conditions under Sections 2.1 and 2.2 and Article 14. The determination of inventorship for Inventions shall be made in accordance with applicable laws relating to inventorship set forth in the patent laws of the United States (Title 35, United States Code).

Exhibit C

Theravance MABA Patents and Patent Applications - still under license as at Feb 2014

[***]

***CERTAIN INFORMATION HAS BEEN OMITTED AND FILED SEPARATELY WITH THE COMMISSION. CONFIDENTIAL TREATMENT HAS BEEN REQUESTED WITH RESPECT TO THE OMITTED PORTIONS.