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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**Form 10-Q**

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(Mark One)

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

For the quarterly period ended June 30, 2014

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number: 001-36033

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**THERAVANCE BIOPHARMA, INC.**

(Exact Name of Registrant as Specified in its Charter)

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**Cayman Islands**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**Not Applicable**  
(I.R.S. Employer  
Identification No.)

**PO Box 309**  
**Ugland House, South Church Street**  
**George Town, Grand Cayman, Cayman Islands**  
(Address of Principal Executive Offices)

**KY1-1104**  
(Zip Code)

**(650) 808-6000**  
(Registrant's Telephone Number, Including Area Code)

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

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

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>

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

As of July 31, 2014, the number of the registrant's outstanding ordinary shares was 32,233,105.

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**PART I. FINANCIAL INFORMATION**  
**ITEM 1. FINANCIAL STATEMENTS**

**THERAVANCE BIOPHARMA, INC.**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(In thousands, except per share data)

	June 30, 2014 (Unaudited)	December 31, 2013 (Note 1)
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 268,199	\$ —
Short-term investments	80,997	—
Accounts receivable, net of allowances of \$306 and \$89 at June 30, 2014 and December 31, 2013	90	199
Receivables from collaborative arrangements	2	934
Receivable from Theravance, Inc.	15,243	—
Prepaid and other current assets	3,446	2,567
Inventories	14,756	10,406
Total current assets	382,733	14,106
Marketable securities	38,231	—
Restricted cash	—	833
Property and equipment, net	9,624	10,238
Total assets	<u>\$ 430,588</u>	<u>\$ 25,177</u>
<b>Liabilities:</b>		
Current liabilities:		
Accounts payable	\$ 9,499	\$ 6,940
Accrued personnel-related expenses	6,482	9,870
Accrued clinical and development expenses	13,869	9,714
Other accrued liabilities	4,538	2,122
Deferred revenue, current	5,723	8,207
Total current liabilities	40,111	36,853
Deferred rent	4,989	4,774
Deferred revenue, non-current	729	585
Commitments and contingencies (Notes 3,7 and 9)		
<b>Shareholders' Equity and Parent Company Deficit (Note 1):</b>		
Preferred shares, \$0.00001 par value: 230 shares authorized, no shares issued or outstanding at June 30, 2014	—	—
Ordinary shares, \$0.00001 par value: 200,000 shares authorized at June 30, 2014; 32,260 shares issued and outstanding at June 30, 2014	—	—
Additional paid-in capital	405,221	—
Accumulated other comprehensive income	70	—
Accumulated deficit	(20,532)	—
Parent company deficit	—	(17,035)
Total shareholders' equity and parent company deficit	384,759	(17,035)
Total liabilities, shareholders' equity and parent company deficit	<u>\$ 430,588</u>	<u>\$ 25,177</u>

*See accompanying notes to condensed consolidated financial statements.*

**THERAVANCE BIOPHARMA, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(Unaudited)**  
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
Revenue:				
Product sales	\$ 861	\$ —	\$ 1,806	\$ —
Revenue from collaboration agreements	2,113	5	2,113	27
Total revenue	2,974	5	3,919	27
Costs and expenses:				
Cost of goods sold	279	—	467	—
Research and development	46,283	30,400	88,006	55,808
Selling, general and administrative	13,118	8,557	32,170	15,345
Total costs and expenses	59,680	38,957	120,643	71,153
Loss from operations	(56,706)	(38,952)	(116,724)	(71,126)
Other income (expense), net	214	—	214	—
Loss before income taxes	(56,492)	(38,952)	(116,510)	(71,126)
Provision for income taxes	(1,723)	—	(1,723)	—
Net loss	<u>\$ (58,215)</u>	<u>\$ (38,952)</u>	<u>\$ (118,233)</u>	<u>\$ (71,126)</u>
Net loss per share:				
Basic and diluted net loss per share	<u>\$ (1.83)</u>	<u>\$ (1.23)</u>	<u>\$ (3.72)</u>	<u>\$ (2.24)</u>
Shares used to compute basic and diluted net loss per share	<u>31,768</u>	<u>31,768</u>	<u>31,768</u>	<u>31,768</u>

*See accompanying notes to condensed consolidated financial statements.*

**THERAVANCE BIOPHARMA, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
**(Unaudited)**  
(In thousands)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
Net loss	\$ (58,215)	\$ (38,952)	\$ (118,233)	\$ (71,126)
Other comprehensive income:				
Net unrealized gain on available-for-sale securities	20	—	20	—
Comprehensive loss	<u>\$ (58,195)</u>	<u>\$ (38,952)</u>	<u>\$ (118,213)</u>	<u>\$ (71,126)</u>

*See accompanying notes to condensed consolidated financial statements.*

**THERAVANCE BIOPHARMA, INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(Unaudited)**  
(In thousands)

	Six Months Ended June 30,	
	2014	2013
<b>Operating activities</b>		
Net loss	\$ (118,233)	\$ (71,126)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,418	1,402
Share-based compensation	19,464	11,723
Changes in operating assets and liabilities:		
Accounts receivable	109	—
Receivables from collaborative arrangements	932	(955)
Receivable from Theravance, Inc.	449	—
Prepaid and other current assets	(1,043)	35
Inventories	(4,359)	(2,533)
Accounts payable	2,412	811
Accrued personnel-related expenses, accrued clinical and development expenses, and other accrued liabilities	4,737	1,419
Deferred rent expense	215	(376)
Deferred revenue	(2,340)	6,764
Net cash used in operating activities	(96,239)	(52,836)
<b>Investing activities</b>		
Purchases of property and equipment	(1,881)	(1,431)
Purchases of available-for-sale securities	(9,981)	—
Maturities of available-for-sale securities	5,783	—
Payments received on notes receivable	—	100
Net cash used in investing activities	(6,079)	(1,331)
<b>Financing activities</b>		
Cash and cash equivalents contributed from Theravance, Inc. (Note 10)	277,541	—
Transfers from Theravance, Inc.	92,976	54,167
Net cash provided by financing activities	370,517	54,167
<b>Net increase in cash and cash equivalents</b>	268,199	—
<b>Cash and cash equivalents at beginning of period</b>	—	—
<b>Cash and cash equivalents at end of period</b>	<u>\$ 268,199</u>	<u>\$ —</u>
<b>Supplemental disclosure of noncash information</b>		
Contribution of net assets, excluding cash and cash equivalents, from Theravance, Inc. (Note 10)	\$ 125,337	\$ —

*See accompanying notes to condensed consolidated financial statements.*

**THERAVANCE BIOPHARMA, INC.**  
**Notes to the Condensed Consolidated Financial Statements**  
**(Unaudited)**

**1. Description of Operations and Summary of Significant Accounting Policies**

***Description of Operations***

Theravance Biopharma, Inc. (“Theravance Biopharma”, the “Company”, or “we” and other similar pronouns) is a biopharmaceutical company with a pipeline of internally discovered product candidates, strategic collaborations with pharmaceutical companies and an approved product. Theravance Biopharma is focused on the discovery, development and commercialization of small molecule medicines across a number of therapeutic areas including respiratory disease, bacterial infections, central nervous system (“CNS”)/pain, and gastrointestinal (“GI”) motility dysfunction. We also have an economic interest in future payments that may be made by Glaxo Group Limited (which we refer to, together with its affiliates, as “GSK”) under agreements with Theravance, Inc. (“Theravance”), relating to certain drug programs, including FF/UMEC/VI and the MABA program, as monotherapy with GSK961081 (‘081) and as a combination (‘081/FF).

On June 1, 2014, Theravance separated its late-stage respiratory assets partnered with GSK from its biopharmaceutical operations (the “Spin-Off”) by transferring its discovery, development and commercialization operations (the “Biopharmaceutical Business”) and contributing \$393.0 million of cash, cash equivalents and marketable securities into its then wholly-owned subsidiary Theravance Biopharma. Prior to June 2, 2014, Theravance was the parent for the Biopharmaceutical Business. In connection with the Spin-Off, on June 2, 2014 Theravance made a pro rata dividend distribution to its stockholders of record on May 15, 2014 of one ordinary share of Theravance Biopharma for every three and one half shares of Theravance common stock outstanding on the record date. The Spin-Off resulted in Theravance Biopharma operating as an independent, publicly-traded company.

The Spin-Off was effected pursuant to a Separation and Distribution Agreement between Theravance and Theravance Biopharma (the “Separation and Distribution Agreement”), which provides, among other things, for the principal corporate transactions required to effect the Spin-Off and certain other agreements governing Theravance’s relationship with Theravance Biopharma after the Spin-Off. These agreements are discussed further in Note 11.

***Basis of Presentation***

The condensed consolidated financial information as of June 30, 2014, and the three months and six months ended June 30, 2014 and 2013 are unaudited but include all adjustments (consisting only of normal recurring adjustments), which we consider necessary for a fair presentation of the financial position at such date and of the operating results and cash flows for those periods, and have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) for interim financial information. Accordingly, they do not include all of the information and notes required by GAAP for complete financial statements. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated December 31, 2013 financial statements and notes thereto included in the information statement filed as an exhibit to our Registration Statement on Form 10 filed with the Securities and Exchange Commission (“SEC”) on May 7, 2014.

The accompanying unaudited condensed consolidated financial statements have been prepared using Theravance’s historical cost basis of the assets and liabilities of the various activities that comprised the Biopharmaceutical Business of Theravance and reflect the consolidated results of operations, financial condition and cash flows of Theravance Biopharma as a wholly-owned subsidiary of Theravance prior to the Spin-Off on June 1, 2014. The various assets, liabilities, revenues and expenses associated with Theravance have been allocated to the historical condensed consolidated financial statements of Theravance Biopharma in a manner consistent with the Separation and Distribution Agreement, discussed in Note 11. Changes in parent company deficit represent Theravance’s net investment in Theravance Biopharma, after giving effect to Theravance Biopharma’s net loss, parent company expense allocations, and net cash transfers to and from Theravance.

For purposes of preparing the unaudited condensed consolidated financial statements, the Biopharmaceutical Business was derived from Theravance’s historical consolidated financial statements, allocations of revenues, research and development (“R&D”) expenses, and non-operating income and expenses to Theravance Biopharma were made on a specific identification basis. For purposes of allocating general and administrative expenses from Theravance’s historical condensed consolidated financial statements, costs directly related to the Biopharmaceutical Business were allocated to Theravance Biopharma on a specific identification basis or based on the estimated underlying effort. Theravance Biopharma’s general and administrative expenses also include allocations of Theravance’s general corporate overhead expenses, including finance, legal, human resources, information technology and other administrative functions. These allocations of general corporate overhead expenses were primarily based on the estimated underlying effort or an estimated number of full-time employees that worked with the Biopharmaceutical Business. The condensed consolidated balance sheets of Theravance Biopharma include assets and liabilities that were allocated to Theravance Biopharma principally on a specific identification basis.

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Management believes that the condensed consolidated statements of operations and comprehensive loss include a reasonable allocation of costs incurred by Theravance which benefited Theravance Biopharma. However, such expenses may not be indicative of the actual level of expense that would have been incurred by Theravance Biopharma if it had operated as an independent, publicly traded company or of the costs expected to be incurred in the future. As such, the financial information herein may not necessarily reflect the financial position, results of operations, and cash flows of Theravance Biopharma in the future or what it would have been had Theravance Biopharma been an independent, publicly traded company during the periods presented.

As Theravance Biopharma was a wholly-owned subsidiary of Theravance until June 2, 2014, no separate cash accounts for the Biopharmaceutical Business were historically maintained prior to the Spin-Off and, therefore, Theravance is presumed to have funded Theravance Biopharma's operating, investing and financing activities as necessary. For purposes of the historical condensed consolidated financial statements prior to the Spin-Off, funding of Theravance Biopharma's expenditures is reflected in the condensed consolidated financial statements as a component of parent company investment. In connection with the assets transfer and Spin-Off discussed above, Theravance contributed to Theravance Biopharma cash, cash equivalents and marketable securities of \$393.0 million.

We describe the Biopharmaceutical Business transferred to us by Theravance in connection with the Spin-Off as though the Biopharmaceutical Business were our business for all historical periods described. However, Theravance Biopharma did not conduct any operations prior to the Spin-Off.

### ***Principles of Consolidation***

The condensed consolidated financial statements include the accounts of Theravance Biopharma and its wholly owned subsidiaries, all of which are denominated in U.S. dollars. All intercompany balances and transactions have been eliminated in consolidation.

### ***Use of Management's Estimates***

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results could differ materially from those estimates. On an ongoing basis, management evaluates its significant accounting policies and estimates. We base our estimates on historical experience and other relevant assumptions that we believe to be reasonable under the circumstances. These estimates also form the basis for making judgments about the carrying values of assets and liabilities when these values are not readily apparent from other sources.

### ***Cash and Cash Equivalents***

We consider all highly liquid investments purchased with a maturity of three months or less on the date of purchase to be cash equivalents. Cash equivalents are carried at cost, which approximates fair value.

### ***Marketable Securities***

We invest in short-term investments and marketable securities, primarily corporate notes, government, government agency, and municipal bonds. We classify our marketable securities as available-for-sale securities and report them at fair value on the condensed consolidated balance sheets with related unrealized gains and losses included as a component of shareholders' equity. The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity, which is included in other income (expense), net on the condensed consolidated statements of operations. Realized gains and losses and declines in value judged to be other-than-temporary, if any, on available-for-sale securities are included in other income (expense), net. The cost of securities sold is based on the specific identification method. Interest and dividends on securities classified as available-for-sale are included in other income (expense), net.

We regularly review all of our investments for other-than-temporary declines in estimated fair value. Our review includes the consideration of the cause of the impairment, including the creditworthiness of the security issuers, the number of securities in an unrealized loss position, the severity and duration of the unrealized losses, whether we have the intent to sell the securities and whether it is more likely than not that we will be required to sell the securities before the recovery of their amortized cost basis. When we determine that the decline in estimated fair value of an investment is below the amortized cost basis and the decline is other-than-temporary, we reduce the carrying value of the security and record a loss for the amount of such decline.



### ***Fair Value of Financial Instruments***

Financial instruments include cash equivalents, marketable securities, accounts receivable, receivable from Theravance, accounts payable, and accrued liabilities. Marketable securities are carried at estimated fair value. The carrying value of cash equivalents, accounts receivable, receivable from Theravance, accounts payable, and accrued liabilities approximate their estimated fair value due to the relatively short-term nature of these instruments.

### ***Inventories***

Inventories consist of raw materials, work-in-process and finished goods related to the production of VIBATIV® (telavancin). Raw materials include VIBATIV® active pharmaceutical ingredient (“API”) and other raw materials. Work-in-process and finished goods include third party manufacturing costs and labor and indirect costs we incur in the production process. Included in inventories are raw materials and work-in-process that may be used as clinical products, which are charged to research and development expense when consumed. In addition, under certain commercialization agreements, we may sell VIBATIV® packaged in unlabeled vials that are recorded in work-in-process. Inventories are stated at the lower of cost or market value. We determine the cost of inventory using the average-cost method for validation batches. We analyze our inventory levels quarterly and write down any inventory that is expected to become obsolete, that has a cost basis in excess of its expected net realizable value or for inventory quantities in excess of expected requirements.

### ***Revenue Recognition***

Revenue is recognized when the four basic criteria of revenue recognition are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management’s judgments regarding the nature of the fee charged for products or services delivered and the collectability of those fees. Where the revenue recognition criteria are not met, we defer the recognition of revenue by recording deferred revenue until such time that all criteria are met.

### ***Product Revenues***

We sell VIBATIV® in the U.S. through a limited number of distributors, and title and risk of loss transfer upon receipt by these distributors. Healthcare providers order VIBATIV® through these distributors. Commencing in the first quarter of 2014, we have recorded revenue on the sale of VIBATIV® on a sell-through basis, once the distributors sell the product to healthcare providers.

Product sales are recorded net of estimated government-mandated rebates and chargebacks, distribution fees, estimated product returns and other deductions. We reflect such reductions in revenue as either an allowance to the related account receivable from the distributor, or as an accrued liability, depending on the nature of the sales deduction. Sales deductions are based on management’s estimates that consider payer mix in target markets, industry benchmarks and experience to date. We monitor inventory levels in the distribution channel, as well as sales of VIBATIV® by distributors to healthcare providers, using product-specific data provided by the distributors. Product return allowances are based on amounts owed or to be claimed on related sales. These estimates take into consideration the terms of our agreements with customers, historical product returns of VIBATIV® experienced by Theravance’s former collaborative partner, Astellas Pharma Inc. (“Astellas”), rebates or discounts taken, estimated levels of inventory in the distribution channel, the shelf life of the product, and specific known market events, such as competitive pricing and new product introductions. We update our estimates and assumptions each quarter and if actual future results vary from our estimates, we may adjust these estimates, which could have an effect on product sales and earnings in the period of adjustment.

**Sales Discounts:** We offer cash discounts to our customers, generally 2% of the sales price, as an incentive for prompt payment. We expect our customers to comply with the prompt payment terms to earn the cash discount. We account for cash discounts by reducing accounts receivable by the full amount and recognizing the discount as a reduction of revenue in the same period the related revenue is recognized.

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**Chargebacks and Government Rebates:** For VIBATIV® sales in the U.S., we estimate reductions to product sales for qualifying federal and state government programs including discounted pricing offered to Public Health Service (PHS) as well as government-managed Medicaid programs. Our reduction for PHS is based on actual chargebacks that distributors have claimed for reduced pricing offered to such health care providers. Our accrual for Medicaid is based upon statutorily-defined discounts, estimated payer mix, expected sales to qualified healthcare providers, and our expectation about future utilization. The Medicaid accrual and government rebates that are invoiced directly to us are recorded in other accrued liabilities on the condensed consolidated balance sheet. For qualified programs that can purchase our products through distributors at a lower contractual government price, the distributors charge back to us the difference between their acquisition cost and the lower contractual government price, which we record as an allowance against accounts receivable.

**Distribution Fees and Product Returns:** We have written contracts with our distributors that include terms for distribution-related fees. We record distribution-related fees based on a percentage of the product sales price. We offer our distributors a right to return product purchased directly from us, which is principally based upon the product's expiration date. Additionally, we have granted more expansive return rights to our distributors following our product launch of VIBATIV®. Our policy is to accept product returns during the six months prior to and twelve months after the product expiration date on product that had been sold to our distributors. We have developed estimates for VIBATIV® product returns based upon historical VIBATIV® sales. We record distribution fees and product returns as an allowance against accounts receivable.

**Allowance for Doubtful Accounts:** We maintain a policy to record allowances for potentially doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. As of June 30, 2014 and December 31, 2013, there was no allowance for doubtful accounts as we have not had any write-offs historically.

### *Collaborative Arrangements and Multiple-Element Arrangements*

Revenue from nonrefundable, up-front license or technology access payments under license and collaborative arrangements that are not dependent on any future performance by us is recognized when such amounts are earned. If we have continuing obligations to perform under the arrangement, such fees are recognized over the estimated period of continuing performance obligation.

We account for multiple element arrangements, such as license and development agreements in which a customer may purchase several deliverables, in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Subtopic 605-25, "Multiple Element Arrangements." For new or materially amended multiple element arrangements, we identify the deliverables at the inception of the arrangement and each deliverable within a multiple deliverable revenue arrangement is accounted for as a separate unit of accounting if both of the following criteria are met: (1) the delivered item or items have value to the customer on a standalone basis and (2) for an arrangement that includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control. We allocate revenue to each non-contingent element based on the relative selling price of each element. When applying the relative selling price method, we determine the selling price for each deliverable using vendor-specific objective evidence ("VSOE") of selling price, if it exists, or third-party evidence ("TPE") of selling price, if it exists. If neither VSOE nor TPE of selling price exist for a deliverable, we use the best estimated selling price for that deliverable. Revenue allocated to each element is then recognized based on when the basic four revenue recognition criteria are met for each element.

For multiple-element arrangements entered into prior to January 1, 2011, we determined the delivered items under our collaborative arrangements did not meet the criteria to be considered separate accounting units for the purposes of revenue recognition. As a result, we recognized revenue from non-refundable, upfront fees and development contingent payments in the same manner as the final deliverable, which is ratably over the expected term of our performance of R&D services under the agreements. These upfront or contingent payments received, pending recognition as revenue, are recorded as deferred revenue and are classified as a current or non-current liability on the condensed consolidated balance sheets and recognized over the estimated period of performance. We periodically review the estimated performance periods of our contracts based on the progress of our programs.

Where a portion of non-refundable upfront fees or other payments received are allocated to continuing performance obligations under the terms of a collaborative arrangement, they are recorded as deferred revenue and recognized as revenue or as an accrued liability and recognized as a reduction of R&D expenses ratably over the term of our estimated performance period under the agreement. We determine the estimated performance periods, and they are periodically reviewed based on the progress of the related program. The effect of any change made to an estimated performance period and, therefore revenue recognized, would occur on a prospective basis in the period that the change was made.

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Under certain collaborative arrangements, we have been reimbursed for a portion of our R&D expenses. These reimbursements have been reflected as a reduction of R&D expense in our condensed consolidated statements of operations, as we do not consider performing research and development services to be a part of our ongoing and central operations. Therefore, the reimbursement of research and development services and any amounts allocated to our research and development services are recorded as a reduction of R&D expense.

Amounts deferred under a collaborative arrangement in which the performance obligations are terminated will result in an immediate recognition of any remaining deferred revenue and accrued liability in the period that termination occurred, provided that there are no remaining performance obligations.

We account for contingent payments in accordance with FASB Subtopic ASC 605-28 “Revenue Recognition—Milestone Method.” We recognize revenue from milestone payments when (i) the milestone event is substantive and its achievability was not reasonably assured at the inception of the agreement and (ii) we do not have ongoing performance obligations related to the achievement of the milestone. Milestone payments are considered substantive if all of the following conditions are met: the milestone payment (a) is commensurate with either our performance to achieve the milestone or the enhancement of the value of the delivered item or items as a result of a specific outcome resulting from our performance to achieve the milestone, (b) relates solely to past performance, and (c) is reasonable relative to all of the deliverables and payment terms (including other potential milestone consideration) within the arrangement.

### ***Fair Value of Share-Based Compensation Awards***

We use the Black-Scholes-Merton option pricing model to estimate the fair value of options granted under Theravance’s and our equity incentive plans and rights to acquire shares granted under our employee share purchase plan (ESPP). Restricted Stock Units (“RSUs”) and Restricted Stock Awards (“RSAs”) are measured based on the fair value market values of the underlying stock on the date of grant. The estimated fair value of options, RSUs and RSAs is expensed on a straight-line basis over the expected term of the grant. Share-based compensation expense is calculated based on awards ultimately expected to vest and is reduced for estimated forfeitures at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differed from those estimates.

We have not recognized, and do not expect to recognize in the near future, any income tax benefit related to employee share-based compensation expense as a result of the full valuation allowance on our deferred tax assets.

### ***Income Taxes***

We recognize income taxes under the asset and liability method. This approach requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the carrying amounts and the tax bases of assets and liabilities.

The provision for income taxes, including the effective tax rates, the determination of deferred tax assets and liabilities and related valuation allowance evaluation, and the analysis of potential tax exposure items, if any, requires significant judgment and expertise in federal and state income tax laws, regulations and strategies. Our filings, including the positions taken therein, will be subject to audit by various taxing authorities. While we believe we have provided adequately for our income tax liabilities in our condensed consolidated financial statements, adverse determinations by these taxing authorities could have a material adverse effect on the condensed consolidated financial condition, results of operations or cash flows.

For periods prior to June 2, 2014, our operations have been included in Theravance’s consolidated U.S. federal and state income tax returns. Our effective tax rate in future years are expected to vary from Theravance’s historical effective tax rates and will depend on our future legal structure and related tax elections. The historical net operating loss and research and development tax credit carryforwards generated by us prior to the separation remained with Theravance.

### ***Recently Issued Accounting Pronouncements Not Yet Adopted***

In May 2014, the FASB issued Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”), which converges the FASB and the International Accounting Standards Board standards on revenue recognition. Areas of revenue recognition that will be affected include, but are not limited to, transfer of control, variable consideration, allocation of transfer pricing, licenses, time value of money, contract costs and disclosures. This guidance is effective for the fiscal years and interim reporting periods beginning after December 15, 2016, at which time we may adopt the new standard under the full retrospective method or the modified retrospective method. Early adoption is not permitted. We are currently evaluating the impact of adopting ASU 2014-09 on our condensed consolidated financial statements and related disclosures.

## 2. Net Loss per Share

Basic and diluted net loss per share is computed by dividing net loss by the weighted-average number of ordinary shares outstanding, less restricted shares subject to forfeiture. Shares used in diluted net loss per share would include the dilutive effect of ordinary shares potentially issuable under other dilutive securities. However, potentially issuable ordinary shares are not used in computing diluted net loss per share as their effect would be anti-dilutive due to the loss recorded during the periods presented, and therefore diluted net loss per share is equal to basic net loss per share. Prior to the Spin-Off, we operated as part of Theravance and not as a separate entity. As a result, we did not have any ordinary shares outstanding prior to June 1, 2014. The calculation of basic and diluted net loss per share assumes that the 32,260,105 ordinary shares issued to Theravance stockholders in connection with the Spin-Off were outstanding from the beginning of the periods presented. The computations for basic and diluted net loss per share were as follows:

(In thousands, except for per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
<b>Numerator:</b>				
Net loss	\$ (58,215)	\$ (38,952)	\$ (118,233)	\$ (71,126)
<b>Denominator:</b>				
Weighted-average number of shares outstanding	32,260	32,260	32,260	32,260
Less: unvested restricted shares	(492)	(492)	(492)	(492)
Weighted-average number of shares used to compute basic and diluted net loss per share	31,768	31,768	31,768	31,768
<b>Basic and diluted net loss per share</b>	<b>\$ (1.83)</b>	<b>\$ (1.23)</b>	<b>\$ (3.72)</b>	<b>\$ (2.24)</b>

### Anti-Dilutive Securities

The following common equivalent shares were not included in the computation of diluted net loss per share because their effect was anti-dilutive:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
Options outstanding under Equity Incentive Plans	2,464	—	2,464	—

## 3. Collaborative Arrangements

### Revenue from Collaborative Arrangements

We recognized revenue from collaborative arrangements as follows:

(In thousands)	Three months Ended June 30,		Six months Ended June 30,	
	2014	2013	2014	2013
Merck	\$ —	\$ 5	\$ —	\$ 10
Clinigen	3	—	3	—
R-Pharm CJSC	2,110	—	2,110	17
Total revenue from collaborative agreements	<u>\$ 2,113</u>	<u>\$ 5</u>	<u>\$ 2,113</u>	<u>\$ 27</u>

## **Clinigen Group**

### **Commercialization Agreement**

In March 2013, Theravance entered into a commercialization agreement (the “Clinigen Commercialization Agreement”) with Clinigen Group plc (“Clinigen”) to commercialize VIBATIV® for the treatment of hospital acquired nosocomial pneumonia, including ventilator-associated pneumonia, known or suspected to be caused by methicillin resistant *Staphylococcus aureus* (MRSA) when other alternatives are not suitable. Under the agreement, Theravance granted Clinigen exclusive commercialization rights in the European Union and certain other European countries (including Switzerland and Norway). Theravance received a \$5.0 million upfront payment in March 2013. This agreement was assigned to us in the Spin-Off, and we are now eligible to receive tiered royalty payments on net sales of VIBATIV®, ranging from 20% to 30%. We are responsible, either directly or through our vendors or contractors, for supplying at Clinigen’s expense both API and finished drug product for Clinigen’s commercialization activities. The agreement has a term of at least 15 years, with an option to extend exercisable by Clinigen. However, Clinigen may terminate the agreement at any time after it has initiated commercialization upon 12 months’ advance notice.

Under the Clinigen Commercialization Agreement, the significant deliverables were determined to be the license, committee participation and manufacturing supply. Theravance determined that the license represents a separate unit of accounting as the license, which includes rights to Theravance’s underlying technologies for VIBATIV®, has standalone value because the rights conveyed permit Clinigen to perform all efforts necessary to use Theravance’s technologies to bring the compound through commercialization and based the best estimate of selling price for the license based on potential future cash flows under the arrangement over the estimated commercialization period. Theravance determined that the committee participation represents a separate unit of accounting as Clinigen could negotiate for and/or acquire these services from other third parties and based the best estimate of selling price of the committee participation based on the nature and timing of the services to be performed. Theravance determined the best estimate of selling price for the manufacturing supply based on a fully burdened cost to purchase and transfer the underlying API and finished goods from Theravance’s third party contract manufacturer. The license, committee representation and supply obligations under the Clinigen Commercialization Agreement are now our obligations.

The \$5.0 million upfront payment received by Theravance was allocated to two units of accounting based on the relative selling price method as follows: \$4.9 million to the license and \$0.1 million to the committee participation. No revenue has been recognized from the license and committee participation as the technical transfer activities were not completed as of June 30, 2014 and the associated units of accounting were not delivered. As of June 30, 2014, \$5.0 million of revenue was deferred related to the Clinigen Commercialization Agreement. The amount of the upfront payment allocated to the committee participation was deferred and will be recognized as revenue over the estimated performance period. Amounts received under a future separate supply agreement for API and finished goods, which will be manufactured by our third party contract manufacturers, will be recognized as revenue to the extent of future API and finished goods inventory sales.

## **R-Pharm CJSC**

### **Development and Commercialization Agreement with R-Pharm CJSC**

In October 2012, Theravance entered into two development and commercialization agreements with R-Pharm CJSC (“R-Pharm”): one to develop and commercialize VIBATIV® (the “VIBATIV® Development and Commercialization Agreement”) and the other to develop and commercialize TD-1792 (the “TD-1792 Development and Commercialization Agreement”), one of Theravance’s investigational glycopeptide-cephalosporin heterodimer antibiotics for the treatment of Gram-positive infections. Under each agreement, Theravance granted R-Pharm exclusive development and commercialization rights in Russia, Ukraine, other member countries of the Commonwealth of Independent States, and Georgia. Theravance received \$1.1 million in upfront payments for each agreement. These agreements were transferred to us as a result of the Spin-Off. We are now eligible to receive potential future contingent payments totaling up to \$10.0 million for both agreements and royalties on net sales by R-Pharm of 15% from TD-1792 and 25% from VIBATIV®. The contingent payments are not deemed substantive milestones due to the fact that the achievement of the event underlying the payment predominantly relates to R-Pharm’s performance of future development and commercialization activities.

### **TD-1792**

Under the TD-1792 Development and Commercialization Agreement, the significant deliverables were determined to be the license, committee participation and a contingent obligation to supply R-Pharm with API at R-Pharm’s expense, either directly or through Theravance’s contract manufacturer. Theravance determined that the license represents a separate unit of accounting as the license, which includes rights to Theravance’s underlying technologies for TD-1792, has standalone value because the rights conveyed permit R-Pharm to perform all efforts necessary to use Theravance’s technologies to bring the compounds through development and, upon regulatory approval, commercialization. Also, Theravance determined that the committee participation represents a separate unit of accounting as R-Pharm could negotiate for and/or acquire these services from other third parties, and Theravance based the best estimate of selling price on the nature and timing of the services to be performed. In March 2013, Theravance entered into a supply agreement for TD-1792 API under which Theravance sold its existing API to R-Pharm. Upon execution of this supply agreement, Theravance determined that the supply agreement represents a separate unit of accounting under the development and commercialization arrangement and based the best estimate of selling price for the supply agreement on its fully burdened cost to manufacture the API.

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The \$1.1 million upfront payment received for the TD-1792 agreement was allocated to two units of accounting based on the relative selling price method as follows: \$0.9 million to the license and \$0.1 million to the committee participation. The amount allocated to the license was recognized as revenue in the second quarter of 2014 due to the completion of technical transfer for the underlying license. The amount allocated to committee participation was deferred and is being recognized as revenue over the estimated performance period.

Amounts to be received under the supply agreement described above will be recognized as revenue to the extent R-Pharm purchases API from us.

**VIBATIV®**

Under the VIBATIV® Development and Commercialization Agreement, the significant deliverables were determined to be the license, committee participation and a contingent obligation to supply R-Pharm with API at R-Pharm's expense, subject to entering into a future supply agreement. Theravance determined that the license represents a separate unit of accounting as the license, which includes rights to Theravance's underlying technologies for VIBATIV®, has standalone value because the rights conveyed permit R-Pharm to perform all efforts necessary to use Theravance's technologies to bring the compounds through development and, upon regulatory approval, commercialization and Theravance based the best estimate of selling price for the license based on potential future cash flows under the arrangement over the estimated performance period. Theravance determined that the committee participation represents a separate unit of accounting as R-Pharm could negotiate for and/or acquire these services from other third parties and Theravance based the best estimate of selling price on the nature and timing of the services to be performed.

The \$1.1 million upfront payment received for the VIBATIV® agreement was allocated to two units of accounting based on the relative selling price method as follows: \$1.0 million to the license and \$33,000 to the committee participation. The amount allocated to the license was recognized as revenue in the second quarter of 2014 due to the completion of technical transfer. The amount allocated to committee participation was deferred and will be recognized as revenue over the estimated performance period.

**Reimbursement of R&D Costs**

Under certain collaborative arrangements, we are entitled to reimbursement of certain R&D costs. Our policy is to account for the reimbursement payments by our collaboration partners as reductions to R&D expense.

The following table summarizes the reductions to R&D expenses related to the reimbursement payments:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
Alfa Wassermann	\$ 20	245	\$ 112	453
Merck	—	1,780	—	3,321
R-Pharm	2	50	22	86
Total reduction to R&D expense	<u>\$ 22</u>	<u>\$ 2,075</u>	<u>\$ 134</u>	<u>\$ 3,860</u>

**4. Available-for-Sale Securities**

The classification of available-for-sale securities in the condensed consolidated balance sheets is as follows:

(In thousands)	June 30, 2014	December 31, 2013
Cash and cash equivalents	\$ 255,747	\$ —
Short-term investments	80,997	—
Marketable securities	38,231	—
Restricted cash	—	833
Total	<u>\$ 374,975</u>	<u>\$ 833</u>

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The estimated fair value of available-for-sale securities is based on quoted market prices for these or similar investments that were based on prices obtained from a commercial pricing service. Available-for-sale securities are summarized below:

June 30, 2014				
(In thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. government securities	\$ 26,005	\$ 46	\$ —	\$ 26,051
U.S. government agencies	54,712	15	(5)	54,722
U.S. corporate notes	38,441	26	(12)	38,455
Money market funds	255,747	—	—	255,747
Total	\$ 374,905	\$ 87	\$ (17)	\$ 374,975

  

December 31, 2013				
(In thousands)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Money market funds	\$ 833	\$ —	\$ —	\$ 833
Total	\$ 833	\$ —	\$ —	\$ 833

At June 30, 2014, all of the available-for-sale securities had contractual maturities within two years and the average duration of marketable securities was approximately nine months. We do not intend to sell the investments that are in an unrealized loss position, and it is unlikely that we will be required to sell the investments before recovery of their amortized cost basis, which may be maturity. We have determined that the gross unrealized losses on our marketable securities at June 30, 2014 were temporary in nature. All marketable securities with unrealized losses at June 30, 2014 have been in a loss position for less than twelve months.

## 5. Fair Value Measurements

We define fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

Our valuation techniques are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect our market assumptions. We classify these inputs into the following hierarchy:

*Level 1*—Quoted prices for identical instruments in active markets.

*Level 2*—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

*Level 3*—Unobservable inputs and little, if any, market activity for the assets.

Our cash equivalents and available-for-sale securities are measured at fair value on a recurring basis. The estimated fair values were as follows:

Estimated Fair Value Measurements at Reporting Date Using:				
Types of Instruments (In thousands)	Quoted Prices in Active Markets for Identical Assets Level 1	Significant Other Observable Inputs Level 2	Significant Unobservable Inputs Level 3	Total
<i>Assets at June 30, 2014:</i>				
U.S. government securities	\$ 26,051	\$ —	\$ —	\$ 26,051
U.S. government agency securities	—	54,722	—	54,722
U.S. corporate notes	—	38,455	—	38,455
Money market funds	255,747	—	—	255,747
Total assets measured at estimated fair value	\$ 281,798	\$ 93,177	\$ —	\$ 374,975

**Estimated Fair Value Measurements at Reporting Date Using**

	Estimated Fair Value Measurements at Reporting Date Using			
Types of Instruments (In thousands)	Quoted Prices in Active Markets for Identical Assets	Significant Other Observable Inputs	Significant Unobservable Inputs	
	Level 1	Level 2	Level 3	Total
Assets at December 31, 2013:				
Money market funds	833	—	—	833
Total assets measured at estimated fair value	\$ 833	\$ —	\$ —	\$ 833

There were no transfers between Level 1 and Level 2 during the periods presented.

Due to their short-term maturities, we believe that the fair value of our bank deposits, receivables from collaborative arrangements, accounts payable and accrued expenses approximate their carrying value.

## 6. Inventories

Inventories were as follows:

(In thousands)	June 30, 2014	December 31, 2013
Raw materials	\$ 6,864	\$ 5,138
Work-in-process	2,278	360
Finished goods	5,614	4,908
Total inventories	\$ 14,756	\$ 10,406

## 7. Share-Based Compensation

### *Theravance Biopharma Equity Plans*

Upon the completion of the Spin-Off, we had two equity compensation plans—our 2013 Equity Incentive Plan (the “2013 EIP”) and our 2013 Employee Share Purchase Plan (the “2013 ESPP”)—that provide for the issuance of share-based awards, including restricted shares, restricted share units, options, share appreciation rights and other equity-based awards, to our employees, officers, directors and consultants. Under the plans, we are authorized to issue a total of 6,285,713 shares. During the three and six months ended June 30, 2014, we issued share options for the purchase of 2,464,134 ordinary shares with a weighted average exercise price of \$23.51. As of June 30, 2014, there were 2,964,437 shares remaining available for issuance under the 2013 EIP and 857,142 under the 2013 ESPP.

Under the terms of our 2013 EIP, options granted to employees generally have a maximum term of 10 years and vest over a four year period from the date of grant; 25% vest at the end of one year, and 75% vest monthly over the remaining three years. We may grant options with different vesting terms from time to time. Unless an employee’s termination of service is due to disability or death, upon termination of service, any unexercised vested options will be forfeited at the end of three months or the expiration of the option, whichever is earlier.

Under the 2013 ESPP, our officers and employees may purchase ordinary shares through payroll deductions at a price equal to 85 percent of the lower of the fair market value of the ordinary share at the beginning of the offering period or at the end of each applicable purchase period. The ESPP generally provides for consecutive and overlapping offering periods of 24 months in duration, with each offering period composed of four consecutive six-month purchase periods. The purchase periods end on either May 15 or November 15. ESPP contributions are limited to a maximum of 15 percent of an employee’s eligible compensation.

Our 2013 ESPP also includes a feature that provides for the existing offering period to terminate and for participants in that offering period to automatically be enrolled in a new offering period when the fair market value of an ordinary share at the beginning of a subsequent offering period falls below the fair market value of an ordinary share on the first day of such offering period.

Our employees have in the past received Theravance stock-based compensation awards, and therefore, the following disclosures pertain to stock-based compensation that has been allocated to Theravance Biopharma related to Theravance stock-based equity awards. Accordingly, the amounts presented are not necessarily indicative of future performance and do not necessarily reflect the results that we would have experienced as an independent, publicly-traded company for the periods presented.



## Theravance's Equity Plans

At the time of the Spin-Off, Theravance had one active stock-based incentive plan under which it granted stock-based awards to employees, officers and consultants, the 2012 Equity Incentive Plan. All outstanding stock options and restricted stock units held by (1) Theravance employees who became our employees (or who may, in the future, become our employees), and (2) members of the board of directors of Theravance who became members of the board of directors of Theravance Biopharma, in connection with the Spin-Off were adjusted for the Spin-Off. Such awards, along with outstanding restricted stock awards held by Theravance employees who became our employees (or who may, in the future, become our employees) in connection with the Spin-Off, will continue to vest and remain outstanding based on continuing employment or service with us.

The 2012 Equity Incentive Plan provides for the grant of incentive stock options, nonstatutory stock options, restricted stock awards, stock unit awards and SARs to employees, non-employee directors and consultants. Stock options were granted with an exercise price not less than the fair market value of the common stock on the grant date. Stock options granted to employees generally have a maximum term of 10 years and vest over a four year period from the date of grant; 25% vest at the end of one year, and 75% vest monthly over the remaining three years. However, Theravance granted options with different vesting terms from time to time. Unless an employee's termination of service is due to disability or death, upon termination of service, any unexercised vested options will be forfeited at the end of three months or the expiration of the option, whichever is earlier.

### *Theravance Performance-Contingent Restricted Stock Awards*

Over the past three years, the Compensation Committee of Theravance's Board of Directors ("Theravance's Compensation Committee") has approved grants of performance-contingent restricted stock awards (RSAs) to its senior management and a non-executive officer. Generally, these awards have dual triggers of vesting based upon the achievement of certain performance goals by a pre-specified date, as well as a requirement for continued employment. When the performance goals are deemed achieved for these types of awards, time-based vesting and, as a result, recognition of stock-based compensation expense commence. Included in these performance-contingent RSAs is the grant of 1,290,000 special long-term retention and incentive performance-contingent RSAs to senior management in 2011. The awards have dual triggers of vesting based upon the achievement of certain performance conditions over a six-year timeframe from 2011 through December 31, 2016 and require continued employment.

In May 2014, Theravance's Compensation Committee determined that the requisite performance conditions for the first tranche of the awards were achieved and, as a result, \$0.2 million and \$7.0 million in stock-based compensation expense was recognized by us in the three and six months ended June 30, 2014.

In May 2014, Theravance's Compensation Committee approved the modification of the remaining tranches related to these awards, contingent upon the Spin-Off. The modification acknowledged the Spin-Off and permitted recognition of achievement of the original performance conditions that were met prior to the Spin-Off, triggering twelve-month service-based vesting for a portion of the equity awards. Stock-based compensation expense of \$10.7 million associated with this portion of the awards after the modification is expected to be recognized by either Theravance or us during the twelve-month service period commencing in June 2014, based on which company employs the individuals. The remaining tranches of the equity awards remain subject to performance and service conditions.

### *Share-Based Compensation Expense*

The share-based compensation expense included in the condensed consolidated statements of operations and comprehensive loss was as follows:

(In thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2014	2013	2014	2013
Research and development	\$ 4,194	\$ 4,310	\$ 8,914	\$ 7,998
Selling, general and administrative	2,570	1,897	10,550	3,725
Total share-based compensation expense	<u>\$ 6,764</u>	<u>\$ 6,207</u>	<u>\$ 19,464</u>	<u>\$ 11,723</u>

ASC 718 requires companies to recognize in the statement of operations the grant-date fair value of options and other equity-based compensation requires the recognition of compensation expense, using a fair-value based method, for costs related to all share-based awards including options, restricted shares and restricted share units issued to our employees and directors under our equity plans. As of June 30, 2014, we recognized \$1.0 million of share based compensation expense relating to these newly issued Theravance Biopharma options.

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Total share-based compensation expense capitalized to inventory was \$92,000 and \$109,000 for the three and six months ended June 30, 2014. Total shares-based compensation expense capitalized to inventory was \$28,000 and \$170,000 for the three and six months ended June 30, 2013.

**Valuation Assumptions**

The share-based compensation expense recognized under ASC 718 for the three and six months ended June 30, 2014 and 2013 was determined using the Black-Scholes option valuation model. Option valuation models require the input of subjective assumptions and these assumptions can vary over time. As the share-based compensation expense for the three and six months ended June 30, 2014 consist of Theravance and our equity awards, we have separately disclosed the assumptions utilized to value the awards based on Theravance and our equity activities. The range of assumptions used were as follows:

The range of assumptions we used to estimate the fair value of new options granted after the Spin-Off was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014 (1)	2013	2014	2013
<b>Employee options</b>				
Risk-free interest rate	1.7%-1.9%	—	1.7%-1.9%	—
Expected term (in years)	5-6	—	5-6	—
Volatility	64%-70%	—	64%-70%	—
Dividend yield	—	—	—	—
Weighted-average estimated fair value of options granted	\$ 14.69	\$ —	\$ 14.69	\$ —

The range of assumptions Theravance used to estimate the fair value of stock options granted prior to the Spin-Off was as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2014 (1)	2013	2014	2013
<b>Employee stock options</b>				
Risk-free interest rate	1.6%-2.0%	0.8%-1.3%	1.6%-2.0%	0.8% - 1.3%
Expected term (in years)	5-6	5-6	5-6	5-6
Volatility	53%-60%	59%-60%	53%-60%	58% - 60%
Dividend yield	—	—	—	—
Weighted-average estimated fair value of stock options granted	\$ 16.10	\$ —	\$ 18.07	\$ —

On June 2, 2014, Theravance made a pro rata dividend distribution to its stockholders of record on May 15, 2014 of one ordinary share of Theravance Biopharma for every three and one half shares of Theravance common stock outstanding on the record date. Theravance's outstanding stock options and restricted stock units that were not eligible for the dividend distribution were adjusted for the Spin-Off. Specifically, the number of shares and exercise price for Theravance's outstanding stock options were adjusted and the number of shares underlying Theravance's outstanding RSUs was adjusted. All other terms of these options and RSUs remain the same; provided, however, that the vesting and expiration of these grants are based on the holder's continuing employment or service with Theravance or us, as applicable.

Although the anti-dilution adjustments were required pursuant to the terms each equity plan, the anti-dilution adjustments were calculated using a volume-weighted average stock price, rather than the stock price as of the date of the dividend distribution, which resulted in incremental compensation expense. The accounting impact of the adjustment to the outstanding Theravance stock options and RSUs that occurred in connection with the Spin-Off of Theravance Biopharma was measured by comparing of the fair values of the modified stock options and RSUs to our employees and directors immediately before and after the adjustment. As a result, we will recognize incremental stock-based compensation expense of \$0.7 million associated with this adjustment over the remaining service period as it pertains to stock options and restricted stock units held by individuals now in service with us.

## **8. Income Taxes**

The income tax provision was \$1.7 million for the three and six months ended June 30, 2014. While we incur operating losses on a consolidated basis, we operate in multiple jurisdictions and generate taxable income in our United States operations.

Our operations have historically been included in Theravance's U.S. federal and state income tax returns. Theravance will include the period from January 1, 2014 to June 1, 2014 on its income tax return. The net operating losses (NOL's) generated by Theravance, including us, prior to the separation were included within Theravance's return and all NOL carryforwards and research and development tax credits generated by, including us, prior to the separation were retained by Theravance upon the separation of the companies. As part of the Spin-Off, Theravance contributed to us certain assets and liabilities, including the related basis differences, consisting primarily of deferred tax assets of approximately \$9.3 million related to stock-based compensation and fixed assets. At June 2, 2014, we had approximately \$14.1 million in deferred tax assets, which are subject to a full valuation allowance.

Accounting guidance on income taxes indicates that a company shall reduce deferred tax assets by a valuation allowance if, based on the weight of available evidence, it is more likely than not that some portion or all of its deferred tax assets will not be realized. At June 30, 2014 we had certain deferred tax assets, the majority of which were transferred from Theravance in connection with the Spin-Off, and which have been offset in full by a valuation allowance.

As of June 30, 2014, we had no unrecognized tax benefits or related interest and penalties. There are no changes in the liability for unrecognized tax benefits for the six months ended June 30, 2014. We include any interest and penalties associated with any unrecognized tax benefits within the provision for income taxes on the statement of operations. We have not identified any unrecognized benefits during this period that would result in a material change to our financial position.

## **9. Commitments and Contingencies**

### ***Special Long-Term Retention and Incentive Cash Awards Program***

In 2011, Theravance granted special long-term retention and incentive cash bonus awards to certain employees. The awards have dual triggers of vesting based upon the achievement of certain performance conditions over a six-year timeframe from 2011 through December 31, 2016 and continued employment.

In May 2014, Theravance's Compensation Committee determined that the requisite performance conditions for the first tranche of the awards were achieved and, as a result, we recognized cash bonus expense of \$0.4 million and \$9.5 million for the three and six months ended June 30, 2014, respectively. In May 2014, the total cash bonus of \$9.5 million for the first tranche was paid.

In May 2014, Theravance's Compensation Committee approved the modification of the remaining tranches related to these awards contingent upon the Spin-Off. The modification acknowledged the Spin-Off and permitted recognition of achievement of the original performance conditions that were met prior to the Spin-Off, triggering a twelve-month service-based vesting for a portion of the cash awards. The maximum amount payable by us under these modified cash bonus awards is \$10.7 million. The remaining tranches of the cash awards were forfeited.

## **10. Spin-Off from Theravance, Inc.**

On June 1, 2014, Theravance separated its late-stage respiratory assets partnered with GSK from its biopharmaceutical operations by transferring its discovery, development and commercialization operations into its then wholly-owned subsidiary Theravance Biopharma. Theravance also contributed certain assets and liabilities from the Biopharmaceutical Business and \$393.0 million of cash, cash equivalents and marketable securities to us. In connection with the Spin-Off, on June 2, 2014 Theravance made a pro rata dividend distribution to its stockholders of record on May 15, 2014 of one ordinary share of Theravance Biopharma for every three and one half shares of Theravance common stock outstanding on the record date. The Spin-Off resulted in Theravance Biopharma operating as an independent, publicly traded company.

On June 1, 2014, we entered into the Separation and Distribution Agreement with Theravance that set forth the terms and conditions of our separation from Theravance. In addition, we entered into other definitive agreements in connection with the Spin-Off, including (1) a Transition Services Agreement, (2) a Tax Matters Agreement, (3) an Employee Matters Agreement, and (4) Theravance Respiratory Company, LLC Limited Liability Company Agreement. See Note 11 for further discussion.

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The net book value of the net assets that were transferred to us in connection with the Spin-Off is as follows:

<b>(In thousands)</b>	<b>June 30, 2014</b>
Cash and cash equivalents	\$ 277,541
Marketable investment securities	115,129
Accounts Receivable	125
Reimbursement of certain liabilities	16,983
Prepaid and other current assets	3,172
Inventories	14,328
Fixed assets, net	9,580
Accrued liabilities	(22,342)
Deferred revenue	(6,694)
Other liabilities	(4,944)
Net book value of assets transferred	<u>\$ 402,878</u>

## **11. Contractual Agreements with Theravance, Inc.**

### ***Separation and Distribution Agreement***

In connection with the Spin-Off, on June 1, 2014, Theravance and Theravance Biopharma entered into the Separation and Distribution Agreement which set forth the principal transactions necessary to separate the companies. The Separation and Distribution Agreement identifies the assets transferred, liabilities assumed and contracts assigned to us as part of the Spin-Off, and describes when and how these transfers, assumptions and assignments occurred. In particular, all of the assets and liabilities associated or primarily used in connection with the Biopharmaceutical Business operations were transferred to us.

In addition, in connection with the Spin-Off, we were capitalized with \$393.0 million in cash, cash equivalents and marketable securities. Except as expressly set forth in the Separation and Distribution Agreement or any ancillary agreement, all assets were transferred to us on an “as is,” “where is” basis. Under the terms of the Separation and Distribution Agreement, we will indemnify Theravance, and Theravance will indemnify us from and after the Spin-Off with respect to all debts, liabilities and obligations transferred to Theravance in connection with the Spin-Off (including failure to pay, perform or otherwise promptly discharge any such debts, liabilities or obligations after the Spin-Off) and any breach by us of the Separation and Distribution Agreement, the Transition Services Agreement, the Employee Matters Agreement and the Tax Matters Agreement.

### ***Transition Services Agreement***

On June 2, 2014, we also entered into a Transition Services Agreement with Theravance pursuant to which Theravance and we will provide each other with a variety of administrative services, including financial, tax, accounting, information technology, legal and human resources services, for a period of time of up to two years following the Spin-Off. We expect that most of these services will be provided within the first six to twelve months following the Spin-Off. In connection with the services performed under the Transition Services Agreement, each party shall pay a monthly fee to the performing party.

### ***Tax Matters Agreement***

On June 2, 2014, we also entered into a Tax Matters Agreement with Theravance that governs Theravance’s and our respective rights, responsibilities and obligations after the Spin-Off with respect to taxes. Under the Tax Matters Agreement, all tax liabilities (including tax refunds and credits) (i) attributable to Theravance’s Biopharmaceutical Business for any and all periods or portions thereof ending prior to or on, the date of the Spin-Off, (ii) resulting or arising from the contribution of Theravance’s Biopharmaceutical Business to us, the distribution of our ordinary shares and the other separation transactions and (iii) otherwise attributable to Theravance, will be borne solely by Theravance. As a result, we should generally expect to be liable only for tax liabilities attributable to, or incurred with respect to, the biopharmaceutical business after the date of the Spin-Off.

### ***Employee Matters Agreement***

On June 1, 2014, we also entered into an Employee Matters Agreement with Theravance, which governs the employee benefit obligations of Theravance and us as they relate to current and former employees. The Employee Matters Agreement allocates liabilities and responsibilities relating to employee benefit matters, including 401(k) plan matters that are subject to ERISA in connection with the separation, as well as other employee benefit programs. The Employee Matters Agreement also provides the mechanics for the adjustment on the distribution date of equity awards (including stock options, restricted stock, and restricted stock units) granted under Theravance’s equity compensation programs.

***Theravance Respiratory Company, LLC Limited Liability Company Agreement***

Prior to the Spin-Off, Theravance assigned to Theravance Respiratory Company, LLC (“TRC”), a Delaware limited liability company formed by Theravance, its strategic alliance agreement with GSK and all of its rights and obligations under its collaboration agreement with GSK other than with respect to RELVAR<sup>®</sup> ELLIPTA<sup>®</sup>/BREO<sup>®</sup> ELLIPTA<sup>®</sup>, ANORO<sup>®</sup> ELLIPTA<sup>®</sup> and vilanterol monotherapy. Our equity interest in TRC entitles us to an 85% economic interest in any future payments made by GSK under the strategic alliance agreement and under the portion of the collaboration agreement assigned to TRC. The drug programs assigned to TRC include FF/UMEC/VI and the MABA program, as monotherapy and in combination with other therapeutically active components, such as an inhaled corticosteroid (ICS), and any other product or combination of products that may be discovered and developed in the future under these GSK agreements. Our economic interest will not include any payments associated with RELVAR<sup>®</sup> ELLIPTA<sup>®</sup>/BREO<sup>®</sup> ELLIPTA<sup>®</sup>, ANORO<sup>®</sup> ELLIPTA<sup>®</sup> or vilanterol monotherapy.

On May 31, 2014, we entered into the TRC LLC Agreement with Theravance that governs the operation of TRC. Under the TRC LLC Agreement, Theravance will be the manager of TRC, and the business and affairs of TRC shall be managed exclusively by the manager, including (i) day to day management of the drug programs in accordance with the existing GSK agreements, (ii) preparing an annual operating plan for TRC and (iii) taking all actions necessary to ensure that the formation, structure and operation of TRC complies with applicable law and partner agreements.

As a result of our economic interest in TRC, we analyzed any potential variable interest or special-purpose entities in accordance with the guidance of FASB Subtopic ASC 810-10, Consolidation of Variable Interest and Special-Purpose Entities. The guidance indicates the party with the controlling financial interest, the primary beneficiary, is required to consolidate the entity determined to be the variable interest entity (“VIE”). We have determined TRC to be a VIE. We assess whether we are the primary beneficiary of a VIE based on the power to direct the activities of the VIE that most significantly impact the VIE’s economic performance and our obligation to absorb losses or the right to receive benefits from the VIE that could potentially be significant to the VIE. We have determined we are not the primary beneficiary of the TRC VIE and as a result, we do not consolidate TRC.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

### Forward-Looking Statements

This Report includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements in this Report, other than statements of historical facts, including statements regarding the Spin-Off, our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans, intentions, expectations and objectives could be forward-looking statements. The words "anticipates," "believes," "could," "designed," "estimates," "expects," "goal," "intends," "may," "plans," "projects," "pursuing," "will," "would" and similar expressions (including the negatives thereof) are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions, expectations or objectives disclosed in our forward-looking statements and the assumptions underlying our forward-looking statements may prove incorrect. Therefore, you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions, expectations and objectives disclosed in the forward-looking statements that we make. Factors that we believe could cause actual results or events to differ materially from our forward-looking statements include, but are not limited to, those discussed in "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Report. Our forward-looking statements in this Report are based on current expectations and we do not assume any obligation to update any forward-looking statements.

### Management Overview

We are a biopharmaceutical company with a pipeline of internally discovered product candidates, strategic collaborations with pharmaceutical companies and one approved product that was discovered and developed internally. We are focused on the discovery, development and commercialization of small molecule medicines across a number of therapeutic areas including respiratory disease, bacterial infections, central nervous system ("CNS")/pain, and gastrointestinal ("GI") motility dysfunction. By leveraging our proprietary insight of multivalency to drug discovery, we are pursuing a best-in-class strategy designed to discover superior medicines in areas of significant unmet medical need. We also have an economic interest in future payments that may be made by Glaxo Group Limited (which we refer to, together with its affiliates, as "GSK") under agreements with Theravance, Inc. ("Theravance"), relating to certain drug programs, including FF/UMEC/VI and the MABA program, as monotherapy with GSK961081 ('081) and as a combination ('081/FF).

Our strategy focuses on the discovery, development and commercialization of medicines with superior efficacy, convenience, tolerability and/or safety using our proprietary insight in chemistry, biology and multivalency, where applicable. Multivalency refers to the simultaneous attachment of a single molecule to multiple binding sites on one or more biological targets. When compared to monovalency, whereby a molecule attaches to only one binding site, multivalency can significantly increase a compound's potency, duration of action and/or selectivity. Multivalent compounds generally consist of several individual small molecules, at least one of which is biologically active when bound to its target, joined by linking components. In addition, we believe we can enhance the probability of successfully developing and commercializing medicines by identifying at least two structurally different product candidates, whenever practicable, in each therapeutic program.

We believe that in some instances strategic collaborations and licensing activities will help us succeed at implementing our research, development and commercialization strategy for our product and product candidates. Through such strategic collaborations or licensing activities, we believe that we can enhance our ability to develop and expand our pipeline as well as commercialize products once approved.

Prior to June 2, 2104, we had never operated as a separate, stand-alone entity. In addition, there have been a number of events over the past several years that have had a significant impact on our operations. As a result of these factors, our historical financial results are not likely to be indicative of our future financial performance.

For the first six months of 2014, our net loss was \$118.2 million, an increase of \$47.1 million from \$71.1 million for the first six months of 2013. In 2014, our research and development expenses were \$88.0 million, an increase of \$32.2 million from \$55.8 million in 2013 primarily due to external costs for progression of clinical studies in our key clinical programs. In 2014, our selling, general and administrative expenses were \$32.2 million, an increase of \$16.8 million from \$15.3 million in 2013. The increase was primarily due to achievement of performance conditions under special long-term retention and incentive awards granted to certain employees in 2011, VIBATIV® commercialization activities, and external legal and accounting fees in connection with the Spin-Off. Cash, cash equivalents, and marketable securities totaled \$387.4 million on June 30, 2014, reflecting the contribution of \$393.0 million from Theravance in connection with the Spin-Off.

## **The Separation of Theravance Biopharma from Theravance**

On June 1, 2014, Theravance separated its late-stage respiratory assets partnered with GSK from its biopharmaceutical operations (the “Spin-Off”) by transferring its discovery, development and commercialization operations (the “Biopharmaceutical Business”) into its then wholly-owned subsidiary Theravance Biopharma. Theravance contributed \$393.0 million of cash, cash equivalents and marketable securities to us. In connection with the Spin-Off, on June 2, 2014 Theravance made a pro rata dividend distribution to its stockholders of record on May 15, 2014 of one ordinary share of Theravance Biopharma for every three and one half shares of Theravance common stock outstanding on the record date. The Spin-Off resulted in Theravance Biopharma operating as an independent, publicly traded company.

### **Basis of Presentation**

For the periods prior to June 2, 2014, the consolidated financial statements have been prepared using Theravance’s historical cost basis of the assets, liabilities, revenues, and expenses of the various activities that comprise the Biopharmaceutical Business as a component of Theravance and reflect the results of operations, financial condition and cash flows of the Biopharmaceutical Business as a component of Theravance. The statements of operations include expense allocations for general corporate overhead functions historically shared with Theravance, including finance, legal, human resources, information technology and other administrative functions, which include the costs of salaries, benefits and other related costs, as well as consulting and other professional services. Where appropriate, these allocations were made on a specific identification basis. Otherwise, the expenses related to services provided to the Biopharmaceutical Business by Theravance were allocated to Theravance Biopharma based on the relative percentages, as compared to Theravance’s other businesses, of headcount or square footage usage.

The costs historically allocated to us by Theravance for the services it has shared with us may not be indicative of the costs we will incur for these services following the Spin-Off.

### **Program Highlights**

#### ***Respiratory Program***

##### ***Long-Acting Muscarinic Antagonist (LAMA)—TD-4208***

TD-4208 is currently in a dose-ranging Phase 2b study as a nebulized aqueous solution in patients with moderate-to-severe chronic obstructive pulmonary disease (COPD), and we expect to report top-line data in the fourth quarter of 2014. TD-4208 is a once-daily inhaled nebulized muscarinic antagonist discovered internally for the treatment of a subset of COPD patients that we believe are underserved by current hand-held products. We believe that TD-4208 has the potential to serve as a foundation for several combination nebulized products as well as potential metered dose inhaler or dry powder inhaler products. Positive top-line data from a Phase 2b study to evaluate the bronchodilatory effect, pharmacokinetics, safety and tolerability of multiple doses of TD-4208 were announced in September 2013. In this study, TD-4208 met the primary efficacy endpoint for all six doses studied and demonstrated a statistically significant change versus placebo from baseline in forced expiratory volume in one second (“FEV1”). All doses of TD-4208 were generally well tolerated with rates of adverse events comparable to placebo.

#### ***Bacterial Infections Programs***

##### ***VIBATIV® (telavancin)***

We are currently commercializing VIBATIV® in the U.S. through a targeted program consisting of a small number of sales representatives and medical science liaisons supporting physician education on the proper usage of VIBATIV®.

VIBATIV® (telavancin) is a bactericidal, once-daily injectable antibiotic discovered internally in a research program dedicated to finding new antibiotics for serious infections due to *Staphylococcus aureus* and other Gram-positive bacteria, including methicillin-resistant (MRSA) strains. VIBATIV® is approved in the U.S. and Canada for the treatment of adult patients with complicated skin and skin structure infections (cSSSI) caused by susceptible Gram-positive bacteria. VIBATIV® is also approved in the U.S. for the treatment of adult patients with hospital-acquired and ventilator-associated bacterial pneumonia (HABP/VABP) caused by susceptible isolates of *Staphylococcus aureus* when alternative treatments are not suitable. VIBATIV® is approved in the European Union for the treatment of adults with nosocomial pneumonia, including ventilator-associated pneumonia, known or suspected to be caused by MRSA when other alternatives are not suitable.

We plan to progress VIBATIV® into a registrational study for the treatment of patients with bacteremia and a patient registry study, with an objective of generating additional safety and efficacy data that can further elucidate the potential therapeutic benefit and utilization of VIBATIV®.

## ***GI Motility Dysfunction Program***

### ***Velusetrag***

Velusetrag is an oral, investigational medicine discovered internally and developed for gastrointestinal motility disorders. It is a highly selective agonist with high intrinsic activity at the human 5-HT<sub>4</sub> receptor.

Velusetrag is being developed in collaboration with Alfa Wassermann società per azioni (S.p.A.) (“Alfa Wassermann”) in a two-part Phase 2 program to test the efficacy, safety and tolerability of velusetrag in the treatment of patients with gastroparesis. Positive top-line results from the initial Phase 2 proof-of-concept study under this partnership, which evaluated gastric emptying, safety and tolerability of multiple doses of velusetrag, were announced in April 2014. Based on these results, we have agreed with Alfa Wassermann to advance velusetrag into a Phase 2b study later this year. Pursuant to our agreement with Alfa Wassermann, the first Phase 2 study was, and the bulk of the Phase 2b study will be, funded by Alfa Wassermann.

### ***TD-8954***

TD-8954, like velusetrag, is an internally discovered highly selective agonist with high intrinsic activity at the human 5-HT<sub>4</sub> receptor. We are investigating the development potential of TD-8954 for acute use in the hospital setting for patients who require rapid restoration of upper and lower GI motility. We believe that TD-8954 may help hospitalized patients with enteral feeding intolerance, or EFI, and potentially other GI disorders. A Phase 2a study evaluating the safety, tolerability and pharmacodynamics of a single dose of TD-8954 administered intravenously compared to metoclopramide in critically ill patients with EFI is ongoing.

## ***Central Nervous System/Pain Programs***

### ***Oral Peripheral Mu Opioid Receptor Antagonist—Axelopran (TD-1211)***

Axelopran is an internally discovered investigational once-daily, orally administered, peripherally selective, multivalent inhibitor of the mu opioid receptor designed with a goal of alleviating gastrointestinal side effects of opioid therapy without affecting analgesia. In July 2012, positive top-line results were announced from the Phase 2b study 0084, the key study in the Phase 2b program evaluating axelopran as a potential treatment for chronic, non-cancer pain patients with opioid-induced constipation.

In June 2014, the FDA’s Anesthetic and Analgesic Drug Products Advisory Committee met to review the class of peripherally acting opioid receptor antagonists and to assess the necessity, timing, design and size of cardiovascular outcomes trials to support approval of products in the class for the proposed indication of opioid induced constipation in patients taking opioids for chronic pain. Following a clarification of the vote, a majority of committee members voted that the FDA should not require cardiovascular outcomes trials for peripherally acting mu opioid receptor antagonists being developed for the treatment of opioid-induced constipation in patients with chronic, non-cancer pain. The FDA Advisory Committee provides non-binding recommendations for consideration by the FDA, with the final decision on approval made by the FDA. We are currently evaluating our Phase 3 strategy relative to potentially evolving FDA requirements for this class of drug.



*Monoamine Reuptake Inhibitor — TD-9855*

Positive results from a Phase 2 study of TD-9855, an internally discovered investigational norepinephrine and serotonin reuptake inhibitor (NSRI), in patients with fibromyalgia were announced in April 2014. The Phase 2 randomized, double-blind, parallel-group, placebo-controlled study evaluated the safety and efficacy of two doses of TD-9855 (5 mg and 20 mg) in 392 patients. Study medication was administered once-daily for up to 6 weeks. The primary endpoint of the study was improvement in pain. Secondary endpoints assessed improvement in core symptoms of fibromyalgia using established fibromyalgia measures. The study demonstrated statistically significant and clinically meaningful improvements in the primary and secondary endpoints at the 20 mg dose of TD-9855 compared to placebo. The 5 mg dose did not meet statistical significance for the primary endpoint. Both doses were generally well tolerated.

*Economic Interests in GSK Respiratory Programs Partnered with Theravance*

Prior to the Spin-Off, Theravance assigned to Theravance Respiratory Company, LLC (“TRC”), a Delaware limited liability company formed and controlled by Theravance, its strategic alliance agreement with GSK and all of its rights and obligations under its LABA collaboration agreement with GSK other than with respect to RELVAR® ELLIPTA®/BREO® ELLIPTA®, ANORO® ELLIPTA® and vilanterol monotherapy. Our equity interest in TRC entitles us to an 85% economic interest in any future payments made by GSK under the strategic alliance agreement and under the portion of the collaboration agreement assigned to TRC. The drug programs assigned to TRC include FF/UMEC/VI and the MABA program, as monotherapy and in combination with other therapeutically active components, such as an inhaled corticosteroid (ICS), and any other product or combination of products that may be discovered and developed in the future under these GSK agreements. Our economic interest will not include any payments associated with RELVAR® ELLIPTA®/BREO® ELLIPTA®, ANORO® ELLIPTA® or vilanterol monotherapy. The information in the following three paragraphs is based solely upon publicly available information and may not reflect the most recent developments under the FF/UMEC/VI and MABA programs.

*“Closed Triple” or FF/UMEC/VI (fluticasone furoate/umeclidinium bromide/vilanterol)*

The “closed triple” program seeks to provide the activity of an inhaled corticosteroid (FF) plus two bronchodilators (UMEC, a LAMA, and VI, a long-acting beta<sub>2</sub> agonist or LABA) in a single delivery device. If the “closed triple” is successfully developed and commercialized, TRC is entitled to receive upward-tiering royalties from 6.5% to 10% from GSK on worldwide net sales. In July 2014, Theravance and GSK announced the initiation of a large, global Phase 3 program for the “closed triple” in patients with COPD.

*Inhaled Bifunctional Muscarinic Antagonist-Beta<sub>2</sub> Agonist (MABA)*

GSK961081 (‘081) is an investigational, single-molecule bifunctional bronchodilator with both muscarinic antagonist and beta<sub>2</sub> receptor agonist (MABA) activity that was discovered by us when we were part of Theravance. In August 2014, Theravance reported that preclinical Phase 3-enabling studies and a Phase 1 study with healthy volunteers of ‘081/FF are ongoing to explore its potential as a once-daily medicine delivered in GSK’s ELLIPTA® inhaler.

If a single-agent MABA medicine containing ‘081 is successfully developed and commercialized, TRC is entitled to receive royalties from GSK of between 10% and 20% of annual global net sales up to \$3.5 billion, and 7.5% for all annual global net sales above \$3.5 billion. If a MABA medicine containing ‘081 is commercialized only as a combination product, such as ‘081/FF, the royalty rate is 70% of the rate applicable to sales of the single-agent MABA medicine. If a MABA medicine containing ‘081 is successfully developed and commercialized in multiple regions of the world, TRC could earn total contingent payments of up to \$125.0 million for a single-agent medicine and up to \$250.0 million for both a single-agent and a combination medicine.

**Critical Accounting Policies and Estimates**

Our management’s discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported revenue generated and expenses incurred during the reporting periods. Our estimates are based on Theravance’s historical experiences and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that the accounting policies discussed below are critical to understanding our historical and future performance, as these policies relate to the more significant areas involving management’s judgments and estimates.

## **Revenue Recognition**

Revenue is recognized when the four basic criteria of revenue recognition are met: (1) persuasive evidence of an arrangement exists; (2) delivery has occurred or services have been rendered; (3) the fee is fixed or determinable; and (4) collectability is reasonably assured. Determination of criteria (3) and (4) are based on management's judgments regarding the nature of the fee charged for products or services delivered and the collectability of those fees. Where the revenue recognition criteria are not met, we defer the recognition of revenue by recording deferred revenue until such time that all criteria are met.

### *Product Revenues*

We sell VIBATIV® in the U.S. through a limited number of distributors, and title and risk of loss transfer upon receipt by these distributors. Healthcare providers order VIBATIV® through these distributors. Commencing in the first quarter of 2014, we have recorded revenue on the sale of VIBATIV® on a sell-through basis, once the distributors sell the product to healthcare providers.

Product sales are recorded net of estimated government-mandated rebates and chargebacks, distribution fees, estimated product returns and other deductions. We reflect such reductions in revenue as either an allowance to the related account receivable from the distributor, or as an accrued liability, depending on the nature of the sales deduction. Sales deductions are based on management's estimates that consider payer mix in target markets, industry benchmarks and experience to date. We monitor inventory levels in the distribution channel, as well as sales of VIBATIV® by distributors to healthcare providers, using product-specific data provided by the distributors. Product return allowances are based on amounts owed or to be claimed on related sales. These estimates take into consideration the terms of our agreements with customers, historical product returns of VIBATIV® experienced by Theravance's former collaborative partner, Astellas Pharma Inc. ("Astellas"), rebates or discounts taken, estimated levels of inventory in the distribution channel, the shelf life of the product, and specific known market events, such as competitive pricing and new product introductions. We update our estimates and assumptions each quarter and if actual future results vary from our estimates, we may adjust these estimates, which could have an effect on product sales and earnings in the period of adjustment.

**Sales Discounts:** We offer cash discounts to our customers, generally 2% of the sales price, as an incentive for prompt payment. We expect our customers to comply with the prompt payment terms to earn the cash discount. We account for cash discounts by reducing accounts receivable by the full amount and recognizing the discount as a reduction of revenue in the same period the related revenue is recognized.

**Chargebacks and Government Rebates:** For VIBATIV® sales in the U.S., we estimate reductions to product sales for qualifying federal and state government programs including discounted pricing offered to Public Health Service ("PHS") as well as government-managed Medicaid programs. Our reduction for PHS is based on actual chargebacks that distributors have claimed for reduced pricing offered to such health care providers. Our accrual for Medicaid is based upon statutorily-defined discounts, estimated payer mix, expected sales to qualified healthcare providers, and our expectation about future utilization. The Medicaid accrual and government rebates that are invoiced directly to us are recorded in other accrued liabilities on the consolidated balance sheet. For qualified programs that can purchase our products through distributors at a lower contractual government price, the distributors charge back to us the difference between their acquisition cost and the lower contractual government price, which we record as an allowance against accounts receivable.

**Distribution Fees and Product Returns:** We have written contracts with our distributors that include terms for distribution-related fees. We record distribution-related fees based on a percentage of the product sales price. We offer our distributors a right to return product purchased directly from us, which is principally based upon the product's expiration date. Additionally, we have granted more expansive return rights to our distributors following our product launch of VIBATIV®. We will generally accept product returns during the six months prior to and twelve months after the product expiration date on product that had been sold to our distributors. We have developed estimates for VIBATIV® product returns based upon historical VIBATIV® sales. We record distribution fees and product returns as an allowance against accounts receivable.

**Allowance for Doubtful Accounts:** We maintain a policy to record allowances for potentially doubtful accounts for estimated losses resulting from the inability of our customers to make required payments. As of June 30, 2014 and December 31, 2013, there was no allowance for doubtful accounts as we have not had any write-offs historically.

### *Collaborative Arrangements and Multiple Element Arrangements*

Revenue from nonrefundable, up-front license or technology access payments under license and collaborative arrangements that are not dependent on any future performance by us is recognized when such amounts are earned. If we have continuing obligations to perform under the arrangement, such fees are recognized over the estimated period of continuing performance obligation.

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We account for multiple element arrangements, such as license and development agreements in which a customer may purchase several deliverables, in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) Subtopic 605-25, “Multiple Element Arrangements.” For new or materially amended multiple element arrangements, we identify the deliverables at the inception of the arrangement and each deliverable within a multiple deliverable revenue arrangement is accounted for as a separate unit of accounting if both of the following criteria are met: (1) the delivered item or items have value to the customer on a standalone basis and (2) for an arrangement that includes a general right of return relative to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in our control. We allocate revenue to each non-contingent element based on the relative selling price of each element. When applying the relative selling price method, we determine the selling price for each deliverable using vendor-specific objective evidence (“VSOE”) of selling price, if it exists, or third-party evidence (“TPE”) of selling price, if it exists. If neither VSOE nor TPE of selling price exist for a deliverable, we use the best estimated selling price for that deliverable. Revenue allocated to each element is then recognized based on when the basic four revenue recognition criteria are met for each element.

For multiple-element arrangements entered into prior to January 1, 2011, we determined the delivered items under our collaborative arrangements did not meet the criteria to be considered separate accounting units for the purposes of revenue recognition. As a result, we recognized revenue from non-refundable, upfront fees and development contingent payments in the same manner as the final deliverable, which is ratably over the expected term of our performance of research and development (“R&D”) services under the agreements. These upfront or contingent payments received, pending recognition as revenue, are recorded as deferred revenue and are classified as a short-term or long-term liability on the consolidated balance sheets and recognized over the estimated period of performance. We periodically review the estimated performance periods of our contracts based on the progress of our programs.

Where a portion of non-refundable upfront fees or other payments received are allocated to continuing performance obligations under the terms of a collaborative arrangement, they are recorded as deferred revenue and recognized as revenue or as an accrued liability and recognized as a reduction of R&D expenses ratably over the term of our estimated performance period under the agreement. We determine the estimated performance periods, and they are periodically reviewed based on the progress of the related program. The effect of any change made to an estimated performance period and, therefore revenue recognized, would occur on a prospective basis in the period that the change was made.

Under certain collaborative arrangements, we have been reimbursed for a portion of our R&D expenses. These reimbursements have been reflected as a reduction of R&D expense in our consolidated statements of operations, as we do not consider performing research and development services to be a part of our ongoing and central operations. Therefore, the reimbursement of research and developmental services and any amounts allocated to our research and development services are recorded as a reduction of R&D expense.

Amounts deferred under a collaborative arrangement in which the performance obligations are terminated will result in an immediate recognition of any remaining deferred revenue and accrued liability in the period that termination occurred, provided that there are no remaining performance obligations.

We account for contingent payments in accordance with FASB Subtopic ASC 605-28 “Revenue Recognition—Milestone Method.” We recognize revenue from milestone payments when (i) the milestone event is substantive and its achievability was not reasonably assured at the inception of the agreement and (ii) we do not have ongoing performance obligations related to the achievement of the milestone. Milestone payments are considered substantive if all of the following conditions are met: the milestone payment (a) is commensurate with either our performance to achieve the milestone or the enhancement of the value of the delivered item or items as a result of a specific outcome resulting from our performance to achieve the milestone, (b) relates solely to past performance, and (c) is reasonable relative to all of the deliverables and payment terms (including other potential milestone consideration) within the arrangement.

### ***Inventories***

Inventories consist of raw materials, work-in-process and finished goods related to the production of VIBATIV® (telavancin). Raw materials include VIBATIV® active pharmaceutical ingredient (API) and other raw materials. Work-in-process and finished goods include third party manufacturing costs and labor and indirect costs we incur in the production process. Included in inventories are raw materials and work-in-process that may be used as clinical products, which are charged to R&D expense when consumed. In addition, under certain commercialization agreements, we may sell VIBATIV® packaged in unlabeled vials that are recorded in work-in-process. Inventories are stated at the lower of cost or market value. We determine the cost of inventory using the average-cost method for validation batches. We analyze our inventory levels quarterly and write down any inventory that is expected to become obsolete, that has a cost basis in excess of its expected net realizable value or for inventory quantities in excess of expected requirements. As of June 30, 2014, the carrying value of our inventory is approximately \$14.8 million. In order to realize the value of our recorded inventory, we will be dependent upon continued increases in the sales volumes of VIBATIV®.

## Results of Operations

### Revenue

Total revenues, as compared to the prior year period, was as follows:

(In thousands, except percentages)	Three months Ended June 30,		Change		Six months Ended June 30,		Change	
	2014	2013	\$	%	2014	2013	\$	%
Product sales	\$ 861	\$ —	\$ 861	*0%	\$ 1,806	—	1,806	*0%
Revenue from collaborative arrangements	2,113	5	2,108	*	2,113	27	2,086	*
Total revenue	<u>\$ 2,974</u>	<u>\$ 5</u>	<u>\$ 2,969</u>	<u>*0%</u>	<u>\$ 3,919</u>	<u>27</u>	<u>3,892</u>	<u>*0%</u>

\*Not meaningful

Total revenue increased in the three and six months ended June 30, 2014 from the comparable period in 2013 primarily due to recognition of revenue from sales of VIBATIV® that were previously deferred. Commencing in the first quarter of 2014, we have recorded revenue on the sale of VIBATIV® on a sell-through basis, once the distributors sell the product to healthcare providers. In addition, in the three months ended June 30, 2014, we recognized previously deferred revenue of \$2.1 million from the R-Pharm collaborative arrangements due to the completion of technical transfer of the license in the second quarter of 2014, and from the sale of active pharmaceutical ingredients.

### Cost of goods sold

Cost of goods sold, as compared to the prior year period, was as follows:

(In thousands, except percentages)	Three months Ended June 30,		Change		Six months Ended June 30,		Change	
	2014	2013	\$	%	2014	2013	\$	%
Cost of goods sold	\$ 279	\$ —	\$ 279	*0%	\$ 467	—	467	*0%

\*Not meaningful

Cost of goods sold in the three and six months ended June 30, 2014 resulted from recognizing revenue from product sales of VIBATIV®.

### Research and Development Expenses

Our R&D expenses consist primarily of employee-related costs, external costs, and various allocable expenses. We budget total R&D expenses on an internal department level basis, we do not have program level reporting capabilities. We manage and report our R&D activities across the following four cost categories:

- 1) Employee-related costs, which include salaries, wages and benefits;
- 2) External costs, which include clinical trial related expenses, other contract research fees, consulting fees, and contract manufacturing fees;
- 3) Share-based compensation, which includes expenses associated with our equity plans; and
- 4) Facilities and other, which include laboratory and office supplies, depreciation and other allocated expenses, which include general and administrative support functions, insurance and general supplies.

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The following table summarizes our research and development expenses incurred during the periods presented:

(In thousands, except percentages)	Three months Ended June 30,		Change		Six months Ended June 30,		Change	
	2014	2013	\$	%	2014	2013	\$	%
Employee-related	\$ 12,066	\$ 8,315	\$ 3,751	45%	\$ 31,365	\$ 17,417	\$ 13,948	80%
External-related	23,208	12,313	10,895	88	35,022	19,314	15,708	81
Share-based compensation	4,194	4,310	(116)	(3)	8,915	7,998	917	11
Facilities, depreciation and other allocated	6,815	5,462	1,353	25	12,704	11,079	1,625	15
Total R&D expenses	\$ 46,283	\$ 30,400	\$ 15,883	52%	\$ 88,006	\$ 55,808	\$ 32,198	58%

R&D expenses increased 52% to \$46.3 million in the second quarter of 2014 from the comparable period in 2013 primarily due to higher external-related costs of \$10.9 million, employee-related costs of \$3.8 million and facilities expense of \$1.3 million. The key clinical trials we were conducting in the second quarter of 2014 were our Phase 2 studies in our LAMA program with TD-4208, our Phase 2 clinical study in our MARIN program with TD-9855 for fibromyalgia and our Phase 1 studies in earlier stage programs. In the comparable period in 2013 our key clinical trials primarily consisted of our Phase 2 clinical studies in our MARIN program with TD-9855 for ADHD and fibromyalgia, the first Phase 2b study in our LAMA program with TD-4208 and Phase 1 studies in earlier stage programs. Employee-related costs increased primarily due to R&D reimbursements received from our collaboration partners in 2013, achievement of performance conditions under special long-term retention and incentive awards granted to certain employees in 2011, and increased support for clinical activities.

R&D expenses increased 58% to \$88.0 million in the first six months of 2014 from the comparable period in 2013 primarily due to higher external-related costs of \$15.7 million, employee-related costs of \$13.9 million and facilities expense of \$1.6 million. The key clinical trials we were conducting in the first six months of 2014 were our Phase 2 studies in our LAMA program with TD-4208, our Phase 2 clinical study in our MARIN program with TD-9855 for fibromyalgia and our Phase 1 studies in earlier stage programs. In the comparable period in 2013 our key clinical trials primarily consisted of our Phase 2 clinical studies in our MARIN program with TD-9855 for ADHD and fibromyalgia, the first Phase 2b study in our LAMA program with TD-4208 and Phase 1 studies in earlier stage programs. The increase in employee-related costs primarily resulted from the achievement of performance conditions under a special long-term retention and incentive cash bonus awarded to certain employees in 2011, the majority of which was recognized in the first quarter of 2014, R&D reimbursements received from our collaboration partners in 2013, and increased support for clinical activities.

Under certain of our collaborative arrangements we received partial reimbursement of external costs and employee-related costs, which have been reflected as a reduction of R&D expenses of \$2.1 million and \$3.9 million for the three and six months ended June 30, 2013. The reimbursement received in the three and six months ended June 30, 2014 was not material.

#### ***Selling, General and Administrative Expenses***

Selling, general and administrative expenses, as compared to the prior year period, were as follows:

(In thousands, except percentages)	Three months Ended June 30,		Change		Six months Ended June 30,		Change	
	2014	2013	\$	%	2014	2013	\$	%
Selling, general and administrative expenses	\$ 13,118	\$ 8,557	\$ 4,561	53%	\$ 32,170	\$ 15,345	\$ 16,825	110%

Selling, general and administrative expenses increased 53% to \$13.1 million in the second quarter of 2014, from the comparable period in 2013 primarily due to VIBATIV® commercialization activities. Selling, general and administrative expenses include share-based compensation expense of \$2.6 million and \$1.9 million for the three months ended June 30, 2014 and 2013, respectively.

Selling, general and administrative expenses increased 110% to \$32.2 million in the first six months of 2014, from the comparable period in 2013. The increase was primarily due to achievement of performance conditions under special long-term retention and incentive awards granted to certain employees in 2011, VIBATIV® commercialization and external legal and accounting fees in connection with the Spin-Off. Total expenses related to the Spin-Off were \$3.0 million and \$1.1 million for the first six months of 2014 and 2013. Selling, general and administrative expenses include share-based compensation expense of \$10.6 million and \$3.7 million for the six months ended June 30, 2014 and 2013.

## Liquidity and Capital Resources

At the closing of the Spin-Off, Theravance provided cash, cash equivalents and marketable securities of \$393.0 million. In addition, Theravance is obligated to fund all current liabilities, with the exception of deferred rent, deferred revenue, accrued vacation and accrued discretionary cash bonus that were incurred by us through the Spin-Off date in accordance with the Separation and Distribution Agreement between us. For ease of administration and in connection with the assignment of certain rights and obligations under the Separation and Distribution Agreement, certain current liabilities, which were transferred to us on the Spin-Off date, are to be paid by us and reimbursed by Theravance. As such, Theravance provided us with an additional \$17.0 million in July 2014 to reimburse us for these liabilities that were incurred before the Spin-Off and transferred to us on the Spin-Off date.

We expect our cash, cash equivalents and marketable securities will fund our operations for at least the next twelve months based on current operating plans and financial forecasts.

We expect to incur substantial expenses as we continue our drug discovery and development efforts, particularly to the extent we advance our product and product candidates into and through clinical studies, which are very expensive. For example, in April 2014 Theravance initiated a second Phase 2b study with TD-4208, our LAMA compound, and Theravance completed and announced positive results from a Phase 2 study of TD-9855 in our MARIN program for fibromyalgia. Though we are seeking to partner these and other mid-to-late stage programs, we may choose to progress one or more of these programs into later-stage clinical studies by ourselves, which could increase our anticipated operating expenses substantially. For example, we intend to progress telavancin, our approved antibiotic, into a registrational study for bacteremia as well as a patient registry study. We currently employ or have contracted with a small number of sales representatives and medical science liaisons in the U.S. supporting physician education on the proper usage of VIBATIV®, and we presently intend to modestly increase the size of this group. Furthermore, without a commercialization partner for VIBATIV® in the U.S., we are not able to leverage a commercialization partner's capabilities and infrastructure and we are incurring all of the costs and expenses associated with the commercialization of VIBATIV® in the U.S., including the creation of an independent sales and marketing organization with appropriate technical expertise, supporting infrastructure and distribution capabilities, expansion of medical affairs presence, manufacturing and third party vendor logistics and consultant support.

In 2011, Theravance granted special long-term retention and incentive cash bonus awards to certain employees. The awards have dual triggers of vesting based upon the achievement of certain performance conditions over a six-year timeframe from 2011 through December 31, 2016 and continued employment. In May 2014, Theravance's Compensation Committee determined that the requisite performance conditions for the first tranche of the awards were achieved and, as a result, \$9.5 million was paid by Theravance.

In May 2014, Theravance's Compensation Committee approved the modification of the remaining tranches related to these awards contingent upon the Spin-Off. The modification acknowledged the Spin-Off and permitted recognition of achievement of the original performance conditions that were met prior to the Spin-Off, triggering twelve-month service-based vesting for a portion of the cash awards. The maximum amount payable by us under these modified cash bonus awards is \$10.7 million. The remaining tranches of the cash awards were forfeited.

If our current operating plans or financial forecasts change, we may require additional funding sooner in the form of public or private equity offerings, debt financings or additional collaborations and licensing arrangements. Furthermore, if in our view favorable financing opportunities arise, we may seek additional funding at any time. However, future financing may not be available in amounts or on terms acceptable to us, if at all. This could leave us without adequate financial resources to fund our operations as presently conducted.

### Cash Flows

(In thousands)	Six Months Ended June 30,		Change
	2014	2013	
Net cash used in operating activities	\$ (96,239)	\$ (52,836)	\$ 43,403
Net cash used in investing activities	(6,079)	(1,331)	4,748
Net cash provided by financing activities	370,517	54,167	316,350

Net cash used in our operating activities in the six months ended June 30, 2014 and 2013 was \$96.2 million and \$52.8 million. The \$43.4 million increase in net cash used in operating activities was primarily attributable to the increase in costs related for progression of clinical studies in our key clinical programs, bonus payments related to achievement of performance conditions under special long-term retention and incentive awards granted to certain employees in 2011, and costs related to VIBATIV® commercialization.

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Net cash used in investing activities in the six months ended June 30, 2014 and 2013 was \$6.1 million and \$1.3 million. The \$4.7 million increase in net cash used in investing activities was due to \$4.2 million from purchases of available-for-sale securities in the first six months of 2014, net of the maturities, and increase in purchases of property and equipment of \$0.4 million in 2014.

Net cash provided by financing activities in six months ended June 30, 2014 and 2013 was \$370.5 million and \$54.2 million. The \$316.4 million increase in net cash provided by financing activities was due to \$277.5 million of cash and cash equivalents contributed from Theravance as a result of the Spin-Off and an increase of \$38.8 million transfers from Theravance in the first six months of 2014 compared to 2013.

### **Off-Balance Sheet Arrangements**

Our equity interest in TRC constitutes an off-balance sheet arrangement. Under the agreement governing the TRC, the manager of TRC may request quarterly capital contributions from us to fund the operating costs of TRC, however, we are not obligated to make such contributions. Our equity interest in TRC entitles us to an 85% economic interest in any future payments, which includes royalties and milestone payments, made by GSK under the strategic alliance agreement and under the portion of the collaboration agreement assigned to TRC (the “TRC-Assigned Agreements”). We have determined TRC to be a variable interest entity that is not consolidated in our financial statements. See Note 11 in the notes to our consolidated financial statements for further information regarding our interests in TRC. The potential importance of TRC to our future financial condition and results of operations is dependent upon the progression of drug candidates covered by the TRC-Assigned Agreements through development to commercialization. We rely on publicly available information about those drug candidates as we do not have access to confidential information regarding their progression or status.

### **Commitments and Contingencies**

In 2011, Theravance granted special long-term retention and incentive restricted stock awards to members of senior management and special long-term retention and incentive cash bonus awards to certain employees. The awards have dual triggers of vesting based upon the achievement of certain performance conditions over a six-year time frame from 2011 through December 31, 2016 and continued employment. In May 2014, Theravance’s Compensation Committee determined that the requisite performance conditions for the first tranche of the awards were achieved and, as a result, \$0.2 million and \$7.0 million in stock-based compensation expense was recognized by us in the three and six months ended June 30, 2014 and \$9.5 million of cash bonus was paid by Theravance.

In May 2014, Theravance’s Compensation Committee approved the modification of the remaining tranches related to these awards contingent upon the Spin-Off. The modification acknowledged the Spin-Off and permitted recognition of achievement of the original performance conditions that were met prior to the Spin-Off, triggering twelve-month service-based vesting for a portion of the equity and cash awards. The stock-based compensation expense of \$10.7 million associated with a portion of these awards after the modification is expected to be recognized by either Theravance or us, based on which company employs the individuals who hold these awards during the twelve-month service period commencing in June 2014. The maximum amount payable by us under these modified cash bonus awards is \$10.7 million. The remaining tranches of the restricted stock awards remain subject to performance and service conditions and the remaining tranches of the cash awards were forfeited.

### **Contractual Obligations and Commercial Commitments**

There have been no material changes in our contractual obligations and commercial commitments from those set forth in our Registration Statement on Form 10 filed on May 6, 2014.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to market risks in the ordinary course of our business. These risks primarily include risk related to interest rate sensitivities.

### ***Interest Rate Sensitivity***

We invest the cash and cash equivalents contributed to us by Theravance in an investment portfolio of investment grade, highly liquid debt securities, which are designed to limit the amount of credit exposure to any one issue, issuer or type of instrument. We do not plan to use derivative financial instruments for speculative or trading purposes. We carry our investments in debt securities at fair value, estimated as the amount at which an asset or liability could be bought or sold in a current transaction between willing parties. We diversify our credit risk and invest in debt securities with high credit quality. A hypothetical 1% increase in interest rates would have an adverse effect on the valuation of our investments in debt securities of less than \$0.2 million as of June 30, 2014. We will continue to monitor our credit risks and evaluate the potential need for impairment charges related to credit risks in future periods.



## ITEM 4. CONTROLS AND PROCEDURES

### *Evaluation of Disclosure Controls and Procedures*

We conducted an evaluation as of June 30, 2014, under the supervision and with the participation of our management, including our Chief Executive Officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, which are defined under SEC rules as controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files under the Securities Exchange Act of 1934 (Exchange Act) (i) is recorded, processed, summarized and reported within required time periods and (ii) is accumulated and communicated to our management, including our Chief Executive Officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. Based upon that evaluation, our Chief Executive Officer and principal financial officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

### *Limitations on the Effectiveness of Controls*

Our management, including our Chief Executive Officer and principal financial officer, does not expect that our disclosure controls and procedures or our internal control over financial reporting will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefit of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within Theravance Biopharma have been detected. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### *Changes in Internal Control over Financial Reporting*

There was no change in our internal control over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) identified in connection with the evaluation required by paragraph (d) of Rule 13a-15 of the Exchange Act, which occurred during our most recent fiscal quarter which has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

We are not currently a party to any material litigation or other material legal proceedings.

### ITEM 1A. RISK FACTORS

#### **RISKS RELATING TO THE RECENT SPIN-OFF**

##### *We and our shareholders may not realize the potential benefits from the spin-off.*

On June 2, 2014 the spin-off of the Company from Theravance, Inc. (“Theravance”) was completed via a pro rata dividend distribution to Theravance stockholders of record of one of our ordinary shares for every three and one half shares of Theravance common stock outstanding on the May 15, 2014 record date. We and our shareholders may not realize the potential benefits that we expect from our spin-off from Theravance. By separating from Theravance, there is a risk that our company may be more susceptible to market fluctuations and other adverse events than we would have been were we still a part of Theravance. In addition, we have incurred and will continue to incur significant costs, including those described below, which may exceed our estimates. As a separate company, we will not receive potential royalty revenue derived from certain of Theravance’s late-stage partnered respiratory assets (the “Royalty Business”).

##### *Our historical financial information may not reflect what our financial position, results of operations or cash flows would have been as a stand-alone company during the periods presented and is not necessarily indicative of our future financial position, future results of operations or future cash flows.*

Our historical financial information does not necessarily reflect what our financial position, results of operations or cash flows would have been as a stand-alone company during the periods presented and is not necessarily indicative of our future financial position, future results of operations or future cash flows. This is primarily a result of the following factors:

- Prior to the spin-off, our business was operated by Theravance as part of its broader corporate organization rather than as a stand-alone company, and our business was able to leverage Theravance’s financial resources and creditworthiness;



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- Prior to the spin-off, certain general administrative functions were performed by Theravance for the combined entity. Our historical consolidated financial statements reflect allocations of costs for services shared with Theravance. These allocations may differ from the costs we will incur for these services as an independent company;
- Our cost of capital will likely be higher than Theravance's cost of capital prior to the spin-off; and
- Following the spin-off, we are now responsible for the additional costs associated with being an independent, public company, including costs related to corporate governance and listed and registered securities.

Our accounting and other management systems and resources may not be adequately prepared to meet the financial reporting and other requirements to which we became subject following the spin-off. If we are unable to achieve and maintain effective internal controls, our business, financial position and results of operations could be adversely affected.

As a result of the spin-off, we are subject to the reporting and other obligations under the Exchange Act, including the requirements of Section 404 of the Sarbanes-Oxley Act of 2002, which will require annual management assessments of the effectiveness of our internal control over financial reporting. When and if we are a "large accelerated filer" or an "accelerated filer" and are no longer an "emerging growth company," each as defined in the Exchange Act, our independent registered public accounting firm will be required to attest to the effectiveness of our internal control over financial reporting. These reporting and other obligations will place significant demands on our management and administrative and operational resources, including accounting resources.

To comply with these requirements, we anticipate that we may need to upgrade our systems, including information technology, implement additional financial and management controls, reporting systems and procedures and hire additional legal, accounting and/or finance staff. If we are unable to upgrade our financial and management controls, reporting systems, information technology and procedures in a timely and effective fashion, our ability to comply with our financial reporting requirements and other rules that apply to reporting companies could be impaired. In addition, if in the future we are unable to conclude that our internal control over financial reporting is effective (or if the auditors are unable to express an opinion on the effectiveness of our internal controls), we could lose investor confidence in the accuracy and completeness of our financial reports.

Our management will be responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) under the Exchange Act. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with accounting principles generally accepted in the United States. Any failure to achieve and maintain effective internal controls could have an adverse effect on our business, financial position and results of operations.

***We have only been operating as a stand-alone entity since June 2, 2014 and therefore we have a limited history operating as an independent company upon which you can evaluate us.***

We have only been operating as a stand-alone entity since June 2, 2014 and therefore we have a limited operating history as an independent company upon which you can evaluate us. While our biopharmaceutical business has constituted a substantial part of the historic operations of Theravance, we did not operate as a stand-alone company without the Royalty Business until the spin-off. As a new independent company, our ability to satisfy our obligations and achieve profitability will be primarily dependent upon the future performance of our biopharmaceutical business, and we will not be able to rely upon the revenues, capital resources and cash flows of the Royalty Business remaining with Theravance. In addition, we will need certain transition services from Theravance to be able to operate our business and we will be required to deliver a significant number of services to Theravance during a transition period.

***Concerns about our prospects as a stand-alone company and employee compensation and benefits could affect our ability to retain employees.***

The spin-off represented a significant organizational change and our employees may have concerns about our prospects as a stand-alone company, including our ability to successfully operate the new entity over the long-term, and our ability to maintain our independence after the spin-off. If we are not successful in assuring our employees of our prospects as an independent company, our employees may seek other employment, which could materially adversely affect our business.

Substantially all of our employees hold stock options, restricted stock and/or restricted stock units for shares of Theravance common stock and will continue to vest in such Theravance equity interests based on service to us. We believe that the continued vesting of Theravance equity awards will help us retain our employees as a stand-alone company. However, we can no longer grant our employees equity awards for Theravance common stock or effect amendments of Theravance's equity incentive plans (and similar programs) or equity awards previously granted by Theravance. Furthermore, in the event Theravance is acquired and the vesting of Theravance equity awards is accelerated in such an acquisition, we may have difficulty retaining our employees and may have to incur additional costs to retain them.

If we fail to retain our qualified personnel or replace them when they leave, we may be unable to continue our development and commercialization activities, which may cause the price of our securities to fall.

***If we are required to indemnify Theravance, or if we are not able to collect on indemnification rights from Theravance, our business prospects and financial condition may be harmed.***

We agreed to indemnify Theravance from and after the spin-off with respect to (i) all debts, liabilities and obligations transferred to us in connection with the spin-off (including our failure to pay, perform or otherwise promptly discharge any such debts, liabilities or obligations after the spin-off), (ii) any misstatement or omission of a material fact resulting in a misleading statement in our Information Statement distributed to Theravance stockholders in connection with the spin-off and (iii) any breach by us of certain agreements entered into with Theravance in connection with the spin-off (namely, the Separation and Distribution Agreement, the Transition Services Agreement, the Employee Matters Agreement, the Tax Matters Agreement, and the Facility Sublease Agreement). We are not aware of any existing indemnification obligations at this time, but any such indemnification obligations that may arise could be significant. Under the terms of the Separation and Distribution Agreement, Theravance agreed to indemnify us from and after the spin-off with respect to (i) all debts, liabilities and obligations retained by Theravance after the spin-off (including its failure to pay, perform or otherwise promptly discharge any such debts, liabilities or obligations after the spin-off) and (ii) any breach by Theravance of the Separation and Distribution Agreement, the Transition Services Agreement, the Employee Matters Agreement, the Tax Matters Agreement, and the Facility Sublease Agreement. Our and Theravance's ability to satisfy these indemnities, if called upon to do so, will depend upon our and Theravance's future financial strength. If we are required to indemnify Theravance, or if we are not able to collect on indemnification rights from Theravance, our business prospects and financial condition may be harmed.

***We may have received better terms from unaffiliated third parties than the terms we receive in our agreements with Theravance.***

The agreements we have entered into with Theravance in connection with the spin-off were determined by management and the Theravance board of directors in the context of the spin-off while we were still part of Theravance and, accordingly, may not reflect terms that would have resulted from arm's-length negotiations between unaffiliated third parties. The terms of the agreements relate to, among other things, the licensing of intellectual property and the provision of certain employment and transition services.

We may have received better terms from third parties because, among other things, third parties may have competed with each other to win our business.

***Certain of our directors and officers may have actual or potential conflicts of interest because of their equity ownership in Theravance, and our Chairman and Chief Executive Officer may have actual or potential conflicts of interest because he also serves as Chairman and Chief Executive Officer of Theravance, which actual or potential conflicts may harm our business, prospects and financial condition and result in the diversion of corporate opportunities to Theravance.***

Rick E Winningham serves as our Chairman and Chief Executive Officer and currently holds the same positions for Theravance. In addition, certain of our directors and executive officers hold shares of Theravance's common stock or rights to acquire such shares, and these holdings may be significant for some of these individuals compared to their total assets. Under our master agreement with Theravance and GSK, we agreed that Mr. Winningham may remain the Chief Executive Officer of both us and Theravance for up to nine months following the spin-off. We expect that Mr. Winningham will end his part-time service to Theravance and become our full-time Chief Executive Officer on August 15, 2014, and that most of the other senior officers that remained at Theravance at the time of the spin-off may become our officers as Theravance recruits and integrates new officers for its Royalty Business. This anticipated transition of certain officers from one company to the other and ownership of Theravance common stock by our officers and most of our directors may create, or may create the appearance of, conflicts of interest when these directors and officers are faced with decisions that could have different implications for Theravance and for us. For example, potential or actual conflicts could arise relating to: our relationship with Theravance, including Theravance's and our respective rights and obligations under agreements entered into in connection with the spin-off; Theravance's management of Theravance Respiratory Company, LLC ("TRC"), the Delaware limited liability company to which Theravance assigned its strategic alliance agreement with Glaxo Group Limited ("GSK") and all of its rights and obligations under its LABA collaboration agreement with GSK other than with respect to RELVAR<sup>®</sup> ELLIPTA<sup>®</sup>/BREO<sup>®</sup> ELLIPTA<sup>®</sup>, ANORO<sup>®</sup> ELLIPTA<sup>®</sup> and vilanterol monotherapy, particularly given that we and Theravance have different economic interests in TRC; the compensation of Mr. Winningham who serves as an officer and is Chairman of the board of directors of both companies; and corporate opportunities that may be available to both companies in the future. Although we and Theravance have implemented policies and procedures to identify and properly address such potential and actual conflicts of interest, there can be no assurance that such conflicts of interest will not harm our business, prospects and financial condition and result in the diversion of corporate opportunities to Theravance.

***We may be treated as a U.S. corporation for U.S. federal income tax purposes.***

For U.S. federal income tax purposes, a corporation generally is considered tax resident in the place of its incorporation. Because Theravance Biopharma is incorporated under Cayman Islands law, it should be a non-U.S. corporation under this general rule. Section 7874 of the Internal Revenue Code of 1986, as amended (the “Code”), however, contains rules that may result in a foreign corporation being treated as a U.S. corporation for U.S. federal income tax purposes. The application of these rules is complex and there is little guidance regarding certain aspects of their application.

Under Section 7874 of the Code, a corporation created or organized outside the U.S. will be treated as a U.S. corporation for U.S. federal tax purposes, when (i) the foreign corporation directly or indirectly acquires substantially all of the properties held directly or indirectly by a U.S. corporation, (ii) the former shareholders of the acquired U.S. corporation hold at least 80% of the vote or value of the shares of the foreign acquiring corporation by reason of holding stock in the U.S. acquired corporation, and (iii) the foreign corporation’s “expanded affiliated group” does not have “substantial business activities” in the foreign corporation’s country of incorporation relative to its expanded affiliated group’s worldwide activities. For this purpose, “expanded affiliated group” generally means the foreign corporation and all subsidiaries in which the foreign corporation, directly or indirectly, owns more than 50% of the stock by vote and value, and “substantial business activities” generally means at least 25% of employees (by number and compensation), assets and gross income of our expanded affiliated group are based, located and derived, respectively, in the country of incorporation.

We do not expect to be treated as a U.S. corporation under Section 7874 of the Code, because the assets contributed to us by Theravance are not expected to constitute “substantially all” of the properties of Theravance (as determined on both a gross and net fair market value basis). However, the IRS may disagree with our conclusion on this point and assert that, in its view, the assets contributed to us by Theravance do constitute “substantially all” of the properties of Theravance. In addition, there have been legislative proposals to expand the scope of U.S. corporate tax residence and there could be changes to Section 7874 of the Code or the Treasury Regulations promulgated thereunder that could result in Theravance Biopharma being treated as a U.S. corporation.

If it were determined that we should be treated as a U.S. corporation for U.S. federal income tax purposes, we could be liable for substantial additional U.S. federal income tax on our post-spin-off taxable income. In addition, payments of dividends to non-U.S. holders may be subject to U.S. withholding tax.

***We are likely to be classified as a passive foreign investment company, or “PFIC,” which may have adverse U.S. federal income tax consequences to U.S. holders.***

For U.S. federal income tax purposes, Theravance Biopharma generally would be classified as a PFIC for any taxable year if either (i) 75% or more of our gross income (including gross income of certain 25%-or-more-owned corporate subsidiaries) is “passive income” (as defined for such purposes) or (ii) the average percentage of our assets (including the assets of certain 25%-or-more-owned corporate subsidiaries) that produce passive income or that are held for the production of passive income is at least 50%.

We believe that Theravance Biopharma will be a PFIC for the 2014 taxable year and may continue to be a PFIC in subsequent years. If we were to be treated as a PFIC for any taxable year (or portion thereof) that is included in the holding period of a U.S. holder, then the U.S. holder would generally be subject to additional U.S. federal income taxes plus an interest charge with respect to distributions from Theravance Biopharma or gain recognized on a sale of Theravance Biopharma shares. U.S. holders of our ordinary shares may wish to file an election to be treated as owning an interest in a “qualified electing fund” (“QEF”) or to “mark-to-market” their ordinary shares to avoid the otherwise-applicable interest charge consequences of PFIC treatment. U.S. holders of our ordinary shares should consult their tax advisers regarding the potential PFIC, QEF and mark-to-market treatment of their interests in our ordinary shares.

**RISKS RELATING TO THE COMPANY**

***We anticipate that we will incur losses for the foreseeable future. We may never achieve or sustain profitability.***

First as Theravance, and since June 2, 2014 as Theravance Biopharma, we have been engaged in discovery and development of compounds and product candidates since mid-1997. We may never generate sufficient revenue from the sale of medicines or royalties on sales by our partners or via our interest in TRC to achieve profitability. During the six months ended June 30, 2014 and the years ended December 31, 2013 and 2012, we recognized losses of \$118.2 million, \$156.3 million and \$9.6 million, respectively, which are reflected in the Parent Company Deficit on Theravance Biopharma’s condensed consolidated balance sheet. We reflect cumulative net loss incurred and retained after June 2, 2014, the effective date of the spin-off, as accumulated deficit on Theravance Biopharma’s consolidated balance sheets. We expect to continue to incur net losses over the next several years as we continue our

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drug discovery efforts and incur significant preclinical and clinical development costs related to our current product candidates and commercialization and development costs relating to VIBATIV®. In particular, we will incur substantial expenses to the extent we advance our product candidates into and through clinical studies, which are very expensive. For example, in April 2014, Theravance initiated a dose-ranging Phase 2b study with TD-4208, our LAMA compound, as a nebulized aqueous solution in patients with moderate to severe chronic obstructive pulmonary disease (“COPD”), and announced positive results from a Phase 2 study of TD-9855, an investigational norepinephrine and serotonin reuptake inhibitor, in our MARIN program, in patients with fibromyalgia. Also, in July 2012, Theravance announced positive results from the key study in our Phase 2b program with TD-1211 in our Peripheral Mu Opioid Receptor Antagonist program for opioid-induced constipation. Though we are seeking to partner these programs, we may choose to progress one or more of these programs into later stage clinical studies by ourselves, which could increase our anticipated operating expenses substantially. We plan to progress telavancin, our approved antibiotic, into a registrational study for bacteremia, as well as a patient registry study, which will increase our anticipated operating expenses substantially. In addition, we currently employ or have contracted with a small number of sales representatives and medical science liaisons in the U.S. supporting physician education on the proper usage of VIBATIV®, and we presently intend to modestly increase the size of this group. Without a commercialization partner for VIBATIV® in the U.S. we are not able to leverage a commercialization partner’s capabilities and infrastructure and we are incurring all of the costs and expenses associated with the commercialization of VIBATIV® in the U.S., including the creation of an independent sales and marketing organization with appropriate technical expertise, supporting infrastructure and distribution capabilities, expansion of medical affairs presence, manufacturing and third party vendor logistics and consultant support, and post-marketing studies. Our commitment of resources to VIBATIV® (telavancin), to the continued development of our existing product candidates and to our discovery programs will require significant additional funding. Our operating expenses also will increase if:

- our earlier stage potential products move into later stage clinical development, which is generally a more expensive stage of development;
- additional preclinical product candidates are selected for clinical development;
- we pursue clinical development of our potential products in new indications;
- we increase the number of patents we are prosecuting or otherwise expend additional resources on patent prosecution or defense; and
- we acquire additional technologies, product candidates, products or businesses.

Other than potential revenues from VIBATIV®, our only approved drug, and potential contingent payments under collaboration agreements, we do not expect to generate sales revenues from our drug programs for the foreseeable future. Since we or our collaborators or licensees may not successfully develop additional products, obtain required regulatory approvals, manufacture products at an acceptable cost or with appropriate quality, or successfully market such products with desired margins, our expenses may continue to exceed any revenues we may receive.

In the absence of substantial licensing, contingent payments or other revenues from third-party collaborators, royalties on sales of products licensed under our intellectual property rights, future revenues from our products in development or other sources of revenues, we will continue to incur operating losses and may require additional capital to fully execute our business strategy. The likelihood of reaching, and time required to reach, sustained profitability are highly uncertain. As a result, we expect to continue to incur substantial losses for the foreseeable future. We are uncertain when or if we will ever be able to achieve or sustain profitability. Failure to become and remain profitable would adversely affect the price of our securities and our ability to raise capital and continue operations.

***If additional capital is not available, we may have to curtail or cease operations or we could be forced to share our rights to commercialize our product candidates with third parties on terms that may not be favorable to us.***

Based on our current operating plans and financial forecasts, we believe that our cash, cash equivalents and marketable securities will be sufficient to meet our anticipated operating needs for at least the next twelve months. If our current operating plans or financial forecasts change, we may require additional funding sooner in the form of public or private equity offerings, debt financings or additional collaborations and licensing arrangements. For example, if we chose to progress TD-4208 in our LAMA program, TD-1211 in our Peripheral Mu Opioid Receptor Antagonist program for opioid-induced constipation or TD-9855 in our MARIN program into later-stage development, and we choose to progress any of these programs on our own, our capital needs would increase substantially. Further, we plan to progress telavancin, our approved antibiotic, into a registrational study for bacteremia, as well as a patient registry study, and we presently intend to modestly increase the size of our team of sales representatives and medical science liaisons in the U.S., which will increase our anticipated operating expenses substantially.

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Although we expect that we will have sufficient cash to fund our operations and working capital requirements for at least the next twelve months based on current operating plans and financial forecasts, we may need to raise additional capital in the future to, among other things:

- fund our discovery efforts and research and development programs;
- progress mid-to-late stage product candidates into later stage development, if warranted;
- respond to competitive pressures; and
- acquire complementary businesses or technologies.

Our future capital needs depend on many factors, including:

- the scope, duration and expenditures associated with our discovery efforts and research and development programs;
- continued scientific progress in these programs;
- the extent to which we encounter technical obstacles in our research and development programs;
- the outcome of potential licensing or partnering transactions, if any;
- competing technological developments;
- the extent of our proprietary patent position in our product candidates;
- our facilities expenses, which will vary depending on the time and terms of any facility lease or sublease we may enter into;
- potential litigation and other contingencies; and
- the regulatory approval process for our product candidates.

We may seek to raise necessary funds through public or private equity offerings, debt financings or additional collaborations and licensing arrangements. We may not be able to obtain additional financing on terms favorable to us, if at all. General market conditions may make it very difficult for us to seek financing from the capital markets. We may be required to relinquish rights to our technologies or product candidates, or grant licenses on terms that are not favorable to us, in order to raise additional funds through collaborations or licensing arrangements. If adequate funds are not available, we may have to sequence preclinical and clinical studies as opposed to conducting them concomitantly in order to conserve resources, or delay, reduce or eliminate one or more of our research or development programs and reduce overall overhead expenses. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to make reductions in our workforce and may be prevented from continuing our discovery and development efforts and exploiting other corporate opportunities. This would likely harm our business, prospects and financial condition and cause the price of our securities to fall.

***We may seek to obtain future financing through the issuance of debt or equity, which may have an adverse effect on our shareholders or may otherwise adversely affect our business.***

If we raise funds through the issuance of debt, convertible debt or equity, any debt securities or preferred shares issued will have rights, preferences and privileges senior to those of holders of our ordinary shares in the event of liquidation. In such event, there is a possibility that once all senior claims are settled, there may be no assets remaining to pay out to the holders of ordinary shares. In addition, if we raise funds through the issuance of additional equity, whether through private placements or public offerings, such an issuance could dilute ownership of current shareholders in us. In addition, if we seek to raise funds and this becomes known publicly, the market price of our shares could decline upon the expectation of dilution, regardless of whether dilution actually occurs. If we are unable to obtain any needed additional funding, we may be required to reduce the scope of, delay, or eliminate some or all of, our planned research, development and commercialization activities or to license to third parties the rights to commercialize products or technologies that we would otherwise seek to commercialize ourselves or on terms that are less attractive than they might otherwise be, any of which could materially harm our business.

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In addition, the terms of debt securities may also impose restrictions on our operations, which may include limiting our ability to incur additional indebtedness, to pay dividends on or repurchase our share capital, or to make certain acquisitions or investments. In addition, we may be subject to covenants requiring us to satisfy certain financial tests and ratios, and our ability to satisfy such covenants may be affected by events outside of our control.

***We do not control TRC and, in particular, have no control over or access to non-public information about the respiratory programs that Theravance partnered with GSK and assigned to TRC in connection with the spin-off (the “GSK-partnered programs”).***

Theravance has assigned to TRC its strategic alliance agreement with GSK and all of its rights and obligations under its LABA collaboration agreement other than with respect to RELVAR<sup>®</sup> ELLIPTA<sup>®</sup>/BREO<sup>®</sup> ELLIPTA<sup>®</sup>, ANORO<sup>®</sup> ELLIPTA<sup>®</sup> and vilanterol monotherapy. Our equity interest in TRC entitles us to an 85% economic interest in any future payments made by GSK under the strategic alliance agreement and under the portion of the collaboration agreement assigned to TRC. These other drug programs include FF/UMEC/VI (ICS/LAMA/LABA) and the MABA program, as monotherapy and in combination with other therapeutically active components, such as an inhaled corticosteroid (ICS), and any other product or combination of products that may be discovered and developed in the future under the GSK Agreements. Our economic interest does not include any payments by GSK associated with RELVAR<sup>®</sup> ELLIPTA<sup>®</sup>/BREO<sup>®</sup> ELLIPTA<sup>®</sup>, ANORO<sup>®</sup> ELLIPTA<sup>®</sup> or vilanterol monotherapy. Theravance controls TRC and, except for certain limited consent rights, we have no right to participate in the business and affairs of TRC. Theravance has the exclusive right to appoint TRC’s manager who, among other things, is responsible for the day-to-day management of the drug programs assigned to TRC and exercises the rights relating to the drug programs under the GSK Agreements assigned to TRC by Theravance. As a result, we have no rights to participate in or access to non-public information about the development and commercialization of the drug programs and no right to enforce rights under the GSK Agreements assigned to TRC. Moreover, we have many of the same risks with respect to our dependence on GSK as we have with respect to our dependence on our own partners.

***If the GSK-partnered programs in which we have a substantial economic interest, the FF/UMEC/VI program and MABA programs encounter delays, do not demonstrate safety and efficacy, are terminated, or if there are any adverse developments or perceived adverse developments with respect to these programs, our business will be harmed, and the price of our securities could fall.***

We have no access to confidential information regarding the progress of, or plans for, the GSK-partnered programs assigned to TRC, including FF/UMEC/VI program and the MABA program, and we have little, if any, ability to influence the progress of those programs because our interest in these programs is only through our economic interest in TRC, which is controlled by Theravance. However, if any of the GSK-partnered programs assigned to TRC in which we have a substantial economic interest, including the FF/UMEC/VI program and MABA program, encounter delays, do not demonstrate safety and efficacy, are terminated, or if there are any adverse developments or perceived adverse developments with respect to such programs, our business will be harmed, and the price of our securities could fall. Examples of such adverse developments include, but are not limited to:

- GSK deciding to delay or halt development of any of the GSK-partnered programs assigned to TRC in which we have a substantial economic interest, including FF/UMEC/VI, GSK961081 (‘081), the lead compound in the MABA program, or ‘081/FF;
- the U.S. Food and Drug Administration (“FDA”) and/or other regulatory authorities determining that any of the studies under these programs do not demonstrate adequate safety or efficacy, or that additional non-clinical or clinical studies are required with respect to such programs;
- safety, efficacy or other concerns arising from clinical or non-clinical studies in these programs; or
- any particular FDA requirements or changes in FDA policy or guidance regarding these programs.

***We currently employ or have contracted a small number of sales representatives and medical science liaisons in the U.S. supporting physician education on the proper usage of VIBATIV<sup>®</sup> and we presently intend to modestly increase the size of this group. Without a commercialization partner for VIBATIV<sup>®</sup> in the U.S. we will bear the full cost of developing the capability to market, sell and distribute the product.***

We evaluate commercial strategy on a product by product basis either to engage pharmaceutical or other healthcare companies with an existing sales and marketing organization and distribution system to market, sell and distribute our products or to commercialize a product ourselves. However, we may not be able to establish these sales and distribution relationships on acceptable terms, or at all, or may encounter difficulties in commercializing a product ourselves. For any of our product candidates that receive

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regulatory approval in the future and are not covered by our current collaboration agreements, we will need a partner in order to commercialize such products unless we establish independent sales, marketing and distribution capabilities with appropriate technical expertise and supporting infrastructure. VIBATIV® was returned to Theravance by Astellas Pharma Inc. (“Astellas”), Theravance’s former VIBATIV® collaboration partner, in January 2012. Astellas had the right to terminate the agreement if a VIBATIV® new drug application was not approved by the FDA within two years of submission, or if VIBATIV® was not approved by the FDA for both complicated skin and skin structure infections (“cSSSI”) and hospital-acquired pneumonia by December 31, 2008. Both of these conditions giving rise to Astellas’ termination rights existed in January 2012 when Astellas exercised its right to terminate the agreement. On August 14, 2013 Theravance announced the reintroduction of VIBATIV® to the U.S. market with the commencement of shipments into the wholesaler channel and we presently intend to modestly expand our small sales force and medical affairs presence in the U.S. The risks of commercializing VIBATIV® in the U.S. without a partner include:

- costs and expenses associated with creating an independent sales and marketing organization with appropriate technical expertise and supporting infrastructure and distribution capability, including third party vendor logistics and consultant support, which costs and expenses could, depending on the scope and method of the marketing effort, exceed any product revenue from VIBATIV® for several years;
- our unproven ability to recruit and retain adequate numbers of effective sales and marketing personnel;
- the unproven ability of sales personnel to obtain access to or educate adequate numbers of physicians about prescribing VIBATIV® in appropriate clinical situations;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and
- bearing the full costs of further development of VIBATIV®, including the planned registrational study in bacteremia program and patient registry study.

If we are not successful in recruiting sales and marketing personnel or in building an internal sales and marketing organization with appropriate technical expertise and supporting infrastructure and distribution capability, we will have difficulty commercializing VIBATIV® in the U.S., which would adversely affect our business and financial condition and the price of our securities could fall.

***With regard to all of our programs, any delay in commencing or completing clinical studies for product candidates and any adverse results from clinical or non-clinical studies or regulatory obstacles product candidates may face, would harm our business and the price of our securities could fall.***

Each of our product candidates must undergo extensive non-clinical and clinical studies as a condition to regulatory approval. Non-clinical and clinical studies are expensive, take many years to complete and study results may lead to delays in further studies or decisions to terminate programs. The commencement and completion of clinical studies for our product candidates may be delayed and programs may be terminated due to many factors, including, but not limited to:

- lack of effectiveness of product candidates during clinical studies (for example, as Theravance experienced when TD-9855 did not meet the primary efficacy endpoints in the Phase 2 study in adult patients with Attention-Deficit/Hyperactivity Disorder);
- adverse events, safety issues or side effects relating to the product candidates or their formulation into medicines;
- inability to raise additional capital in sufficient amounts to continue our development programs, which are very expensive;
- the need to sequence clinical studies as opposed to conducting them concomitantly in order to conserve resources;
- our inability to enter into partnering arrangements relating to the development and commercialization of our programs and product candidates;
- our inability or the inability of our collaborators or licensees to manufacture or obtain from third parties materials sufficient for use in non-clinical and clinical studies;



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- governmental or regulatory delays and changes in regulatory requirements, policy and guidelines;
- failure of our partners to advance our product candidates through clinical development;
- delays in patient enrollment and variability in the number and types of patients available for clinical studies;
- difficulty in maintaining contact with patients after treatment, resulting in incomplete data;
- varying regulatory requirements or interpretations of data among the FDA and foreign regulatory authorities; and
- a regional disturbance where we or our collaborative partners are enrolling patients in clinical trials, such as a pandemic, terrorist activities or war, political unrest or a natural disaster.

***If our product candidates that we develop on our own or with collaborative partners are not approved by regulatory authorities, including the FDA, we will be unable to commercialize them.***

The FDA must approve any new medicine before it can be marketed and sold in the U.S. We must provide the FDA and similar foreign regulatory authorities with data from preclinical and clinical studies that demonstrate that our product candidates are safe and effective for a defined indication before they can be approved for commercial distribution. We will not obtain this approval for a product candidate unless and until the FDA approves a new drug application, or NDA. The processes by which regulatory approvals are obtained from the FDA to market and sell a new product are complex, require a number of years and involve the expenditure of substantial resources. In order to market our medicines in foreign jurisdictions, we must obtain separate regulatory approvals in each country. The approval procedure varies among countries and can involve additional testing, and the time required to obtain approval may differ from that required to obtain FDA approval. Approval by the FDA does not ensure approval by regulatory authorities in other countries, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other foreign countries or by the FDA. Conversely, failure to obtain approval in one or more jurisdictions may make approval in other jurisdictions more difficult.

Clinical studies involving our product candidates may reveal that those candidates are ineffective, inferior to existing approved medicines, unacceptably toxic, or that they have other unacceptable side effects. In addition, the results of preclinical studies do not necessarily predict clinical success, and larger and later-stage clinical studies may not produce the same results as earlier-stage clinical studies.

Frequently, product candidates that have shown promising results in early preclinical or clinical studies have subsequently suffered significant setbacks or failed in later clinical or non-clinical studies. In addition, clinical and non-clinical studies of potential products often reveal that it is not possible or practical to continue development efforts for these product candidates. If these studies are substantially delayed or fail to prove the safety and effectiveness of our product candidates in development, we may not receive regulatory approval of any of these product candidates. Further, the implementation of new laws and regulations, and revisions to FDA clinical trial design guidance, have increased uncertainty regarding the approvability of a new drug. In addition, over the past decade, the FDA has implemented additional requirements for approval of new drugs, including advisory committee meetings for new chemical entities, and formal risk evaluation and mitigation strategy at the FDA's discretion. These laws, regulations, additional requirements and changes in interpretation could cause non-approval or further delays in the FDA's review and approval of our and our collaborative partner's product candidates, which would materially harm our business and financial condition and the price of our securities could fall.

***We rely on a single manufacturer for the Active Pharmaceutical Ingredient ("API") for telavancin and a separate, single manufacturer for VIBATIV® drug product supply. Our business will be harmed if either of these single-source manufacturers are not able to satisfy demand and alternative sources are not available.***

We have a single source of supply of API for telavancin and another, separate single source of supply of VIBATIV® drug product. If, for any reason, either single-source third party manufacturer of telavancin API or of VIBATIV® drug product is unable or unwilling to perform, or if its performance does not meet regulatory requirements, including maintaining current Good Manufacturing Practice ("cGMP") compliance, we may not be able to locate alternative manufacturers, enter into acceptable agreements with them or obtain sufficient quantities of API or finished drug product in a timely manner. Any inability to acquire sufficient quantities of API or finished drug product in a timely manner from current or future sources would adversely affect the commercialization of VIBATIV® and our obligations to our partners and the price of our securities could fall.



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Theravance's previous VIBATIV® commercialization partner failed to maintain a reliable source of drug product supply which resulted in critical product shortages and, eventually, suspension of commercialization. In May 2012, Theravance entered into an agreement with Hospira Worldwide, Inc. ("Hospira") to supply VIBATIV® drug product. In June 2013, the FDA approved Hospira as a VIBATIV® drug product manufacturer, and this agreement with Hospira has been assigned to us. Although we believe that Hospira will be a reliable supplier of VIBATIV® drug product, if it cannot perform or if its performance does not meet regulatory requirements, including maintaining cGMP compliance, and if commercial manufacture of VIBATIV® drug product cannot be arranged elsewhere on a timely basis, the commercialization of VIBATIV® in the U.S. will continue to be adversely affected and the commercial introduction of VIBATIV® in the European Union and Canada will be further delayed.

***We rely on a single source of supply for a number of our product candidates, and our business will be harmed if any of these single-source manufacturers are not able to satisfy demand and alternative sources are not available.***

We have limited in-house production capabilities for preclinical and clinical study purposes, and depend primarily on a number of third-party API and drug product manufacturers. We may not have long-term agreements with these third parties and our agreements with these parties may be terminable at will by either party at any time. If, for any reason, these third parties are unable or unwilling to perform, or if their performance does not meet regulatory requirements, we may not be able to locate alternative manufacturers or enter into acceptable agreements with them. Any inability to acquire sufficient quantities of API and drug product in a timely manner from these third parties could delay preclinical and clinical studies, prevent us from developing our product candidates in a cost-effective manner or on a timely basis. In addition, manufacturers of our API and drug product are subject to the FDA's cGMP regulations and similar foreign standards and we do not have control over compliance with these regulations by our manufacturers.

Our manufacturing strategy presents the following additional risks:

- because of the complex nature of many of our compounds, our manufacturers may not be able to successfully manufacture our APIs and/or drug products in a cost effective and/or timely manner and changing manufacturers for our APIs or drug products could involve lengthy technology transfer, validation and regulatory qualification activities for the new manufacturer;
- the processes required to manufacture certain of our APIs and drug products are specialized and available only from a limited number of third-party manufacturers;
- some of the manufacturing processes for our APIs and drug products have not been scaled to quantities needed for continued clinical studies or commercial sales, and delays in scale-up to commercial quantities could delay clinical studies, regulatory submissions and commercialization of our product candidates; and
- because some of the third-party manufacturers are located outside of the U.S., there may be difficulties in importing our APIs and drug products or their components into the U.S. as a result of, among other things, FDA import inspections, incomplete or inaccurate import documentation or defective packaging.

***Even if our product candidates receive regulatory approval, as VIBATIV® has, commercialization of such products may be adversely affected by regulatory actions and oversight.***

Even if we receive regulatory approval for our product candidates, this approval may include limitations on the indicated uses for which we can market our medicines or the patient population that may utilize our medicines, which may limit the market for our medicines or put us at a competitive disadvantage relative to alternative therapies. For example, the U.S. labeling for VIBATIV® contains a number of boxed warnings. Products with boxed warnings are subject to more restrictive advertising regulations than products without such warnings. In addition, the VIBATIV® labeling for hospital-acquired and ventilator associated pneumonia ("HABP/VABP") in the U.S. and the European Union specifies that VIBATIV® should be reserved for use when alternative treatments are not suitable. These restrictions make it more difficult to market VIBATIV®. With VIBATIV® approved in certain countries, we are subject to continuing regulatory obligations, such as safety reporting requirements and additional post-marketing obligations, including regulatory oversight of promotion and marketing.

In addition, the manufacturing, labeling, packaging, adverse event reporting, advertising, promotion and recordkeeping for the approved product remain subject to extensive and ongoing regulatory requirements. If we become aware of previously unknown problems with an approved product in the U.S. or overseas or at contract manufacturers' facilities, a regulatory authority may impose restrictions on the product, the contract manufacturers or on us, including requiring us to reformulate the product, conduct additional clinical studies, change the labeling of the product, withdraw the product from the market or require the contract manufacturer to implement changes to its facilities. For example, during the fourth quarter of 2011, the third party manufacturer of VIBATIV® drug product utilized by Theravance's former commercialization partner notified the FDA of an ongoing investigation related to its production equipment and processes. In response to this notice, Theravance's former VIBATIV® commercialization partner placed a voluntary hold on distribution of VIBATIV® to wholesalers and cancelled pending orders for VIBATIV® with this manufacturer. In April 2013, Theravance was advised by the FDA that its consent decree with the manufacturer prohibited the distribution of the VIBATIV® drug product lots previously manufactured but unreleased by this manufacturer. As a result of this supply termination, commercialization of VIBATIV® ceased for well over a year.

We are also subject to regulation by regional, national, state and local agencies, including the Department of Justice, the Federal Trade Commission, the Office of Inspector General of the U.S. Department of Health and Human Services and other regulatory bodies with respect to VIBATIV<sup>®</sup>, as well as governmental authorities in those foreign countries in which any of our product candidates are approved for commercialization. The Federal Food, Drug, and Cosmetic Act, the Public Health Service Act and other federal and state statutes and regulations govern to varying degrees the research, development, manufacturing and commercial activities relating to prescription pharmaceutical products, including non-clinical and clinical testing, approval, production, labeling, sale, distribution, import, export, post-market surveillance, advertising, dissemination of information and promotion. If we or any third parties that provide these services for us are unable to comply, we may be subject to regulatory or civil actions or penalties that could significantly and adversely affect our business. Any failure to maintain regulatory approval will limit our ability to commercialize our product candidates, which would materially and adversely affect our business and financial condition and the price of our securities could fall.

The risks identified in this risk factor relating to regulatory actions and oversight by agencies in the U.S. and throughout the world also apply to the commercialization of any partnered products by our collaboration partners, and such regulatory actions and oversight may limit our collaboration partners' ability to commercialize such products, which could materially and adversely affect our business and financial condition, which may cause the price of our securities to fall.

***VIBATIV<sup>®</sup> may not be accepted by physicians, patients, third party payors, or the medical community in general.***

The commercial success of VIBATIV<sup>®</sup> depends upon its acceptance by physicians, patients, third party payors and the medical community in general. We cannot be sure that VIBATIV<sup>®</sup> will be accepted by these parties. VIBATIV<sup>®</sup> competes with vancomycin, a relatively inexpensive generic drug that is manufactured by a variety of companies, and a number of existing antibacterials manufactured and marketed by major pharmaceutical companies and others, and may compete against new antibacterials that are not yet on the market. If we are unable to demonstrate to physicians that, based on experience, clinical data, side-effect profiles and other factors, VIBATIV<sup>®</sup> for the treatment of cSSSI and HABP/VABP caused by susceptible Gram-positive bacteria in adult patients is a suitable alternative to vancomycin and other antibacterial drugs in certain clinical situations, we may never generate meaningful revenue from VIBATIV<sup>®</sup> which could cause the price of our securities to fall. The degree of market acceptance of VIBATIV<sup>®</sup> depends on a number of factors, including, but not limited to:

- the demonstration of the clinical efficacy and safety of VIBATIV<sup>®</sup>;
- the experiences of physicians, patients and payors with the use of VIBATIV<sup>®</sup> in the U.S.;
- potential negative perceptions of physicians related to product shortages and regional supply outages that halted commercialization of VIBATIV<sup>®</sup>, stemming from the manufacturing issues at the previous drug product supplier;
- potential negative perceptions of physicians related to the European Commission's previous suspension of marketing authorization for VIBATIV<sup>®</sup> (which suspension was recently lifted in March 2014) because the prior VIBATIV<sup>®</sup> commercialization partner's single-source VIBATIV<sup>®</sup> drug product supplier did not meet the cGMP requirements for the manufacture of VIBATIV<sup>®</sup>;
- the advantages and disadvantages of VIBATIV<sup>®</sup> compared to alternative therapies;
- our ability to educate the medical community about the appropriate circumstances for use of VIBATIV<sup>®</sup>;
- the reimbursement policies of government and third party payors; and
- the market price of VIBATIV<sup>®</sup> relative to competing therapies.

***If our partners do not satisfy their obligations under our agreements with them, or if they terminate our partnerships with them, we may not be able to develop or commercialize our partnered product candidates as planned.***

In October 2012, Theravance entered into an exclusive development and commercialization agreement with Alfa Wassermann società per azioni (S.p.A.) (“Alfa Wassermann”) for velusetrag, our lead compound in the 5-HT4 program, covering the European Union, Russia, China, Mexico and certain other countries, and Theravance entered into a research collaboration and license agreement with Merck to discover, develop and commercialize novel small molecule therapeutics for the treatment of cardiovascular disease on an exclusive, worldwide basis. In March 2013, Theravance entered into a commercialization agreement with Clinigen Group plc (“Clinigen”) for VIBATIV® in the European Union and certain other European countries (including Switzerland and Norway). In connection with these agreements, Theravance granted to these parties certain rights regarding the use of its patents and technology with respect to the compounds in our development programs, including development and marketing rights. In September 2013, Merck terminated its research collaboration and license agreement with Theravance. The Alfa Wassermann agreement provides research and development funding for the program under license, and if it decides not to progress the licensed program, we may not be able to develop or commercialize the program on our own. The Alfa Wassermann and Clinigen agreements were assigned to us in the spin-off.

Our partners might not fulfill all of their obligations under these agreements, and, in certain circumstances, they may terminate our partnership with them as Astellas did to Theravance in January 2012 with its VIBATIV® agreement and as Merck did to Theravance in September 2013 with the cardiovascular disease collaboration. In either event, we may be unable to assume the development and commercialization of the product candidates covered by the agreements or enter into alternative arrangements with a third party to develop and commercialize such product candidates. If a partner elected to promote its own products and product candidates in preference to those licensed from us, the development and commercialization of product candidates covered by the agreements could be delayed or terminated, and future payments to us could be delayed, reduced or eliminated and our business and financial condition could be materially and adversely affected. Accordingly, our ability to receive any revenue from the product candidates covered by these agreements is dependent on the efforts of our partners. If a partner terminates or breaches its agreements with us, otherwise fails to complete its obligations in a timely manner or alleges that we have breached our contractual obligations under these agreements, the chances of successfully developing or commercializing product candidates under the collaboration could be materially and adversely affected. We could also become involved in disputes with a partner, which could lead to delays in or termination of our development and commercialization programs and time-consuming and expensive litigation or arbitration.

***Because GSK is a strategic partner of Theravance, a strategic partner of TRC and a significant shareholder of us, it may take actions that in certain cases are materially harmful to both our business or to our other shareholders.***

Based on our review of publicly available filings as of July 31, 2014, GSK beneficially owned approximately 25.7% of our outstanding ordinary shares. GSK is also a strategic partner to Theravance with rights and obligations under its collaboration agreement with Theravance and its strategic alliance agreement with TRC (collectively, the “GSK Agreements”) that may cause GSK’s interests to differ from the interests of us and our other shareholders. In particular, upon the regulatory approval of FF/UMEC/VI or a MABA/ICS in either the U.S. or the European Union, GSK’s diligent efforts obligations under the GSK Agreements with regard to commercialization matters will have the objective of focusing on the best interests of patients and maximizing the net value of the overall portfolio of products under the GSK Agreements. Following such regulatory approval, GSK’s commercialization efforts will be guided by a portfolio approach across products in which we have an indirect interest through TRC and products in which we have no interest. Accordingly, GSK’s commercialization efforts may have the effect of reducing the value of our interest in TRC. Furthermore, GSK has a substantial respiratory product portfolio in addition to the products covered by the GSK Agreements. GSK may make respiratory product portfolio decisions or statements about its portfolio which may be, or may be perceived to be, harmful to the respiratory products partnered with Theravance and TRC. For example, GSK could promote its own respiratory products and/or delay or terminate the development or commercialization of the respiratory programs covered by the GSK agreements. Also, given the potential future royalty payments GSK may be obligated to pay under the GSK Agreements, GSK may seek to acquire us or acquire our interests in TRC in order to effectively reduce those payment obligations, though the actions GSK may take to acquire us are limited under our governance agreement with GSK which will expire on December 31, 2017 (the “Governance Agreement”). The timing of when GSK may seek to acquire us could potentially be when it possesses information regarding the status of drug programs covered by the GSK Agreements that has not been publicly disclosed and is not otherwise known to us. As a result of these differing interests, GSK may take actions that it believes are in its best interest but which might not be in the best interests of either us or our other shareholders. In addition, GSK could also seek to challenge our or Theravance’s post-spin-off operations as violating or allowing it to terminate the GSK Agreements, including by violating the confidentiality provisions of those agreements or the master agreement between GSK, Theravance and us entered into in connection with the spin-off, or otherwise violating its legal rights. While we believe our operations fully comply with the GSK Agreements, the master agreement and applicable law, there can be no assurance that we or Theravance will prevail against any such claims by GSK. Moreover, regardless of the merit of any claims by GSK, we may incur significant cost and diversion of resources in defending them. In addition, any other action or inaction by either GSK or Theravance that results in a material dispute, allegation of breach, litigation, arbitration, or significant disagreement between those parties may be interpreted negatively by the market or by our investors, could harm our business and cause the price of our securities to fall. Examples of these kinds of issues include but are not limited to non-performance of contractual obligations and allegations of non-performance, disagreements over the relative marketing and sales efforts for Theravance’s partnered products and other GSK respiratory products, disputes over public statements, and similar matters. In general, any uncertainty about the respiratory programs partnered with GSK, the enforceability of the GSK Agreements or the relationship/partnership between Theravance and GSK could result in significant reduction in the market price of our securities and other material harm to our business.

***Agreements entered into with or for the benefit of GSK in connection with the spin-off may significantly restrict our business and affairs.***

On March 3, 2014, in connection with the spin-off, we, Theravance and GSK entered into a number of agreements that may significantly restrict our business and affairs. In particular, we, Theravance and GSK entered into a three-way master agreement (the “Master Agreement”) that, among other things, requires GSK’s consent to make any changes to (A) the Separation and Distribution Agreement, Transition Services Agreement, Employee Matters Agreement and Tax Matters Agreement that would, individually or in the aggregate, reasonably be expected to adversely affect GSK in any material respect or (B) the TRC Limited Liability Company Agreement, which consent is 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 certain sections of the TRC Limited Liability Company Agreement and any changes to the governance structure of TRC, the confidentiality restrictions, the consent rights, and the transfer restrictions in the TRC Limited Liability Company Agreement. The Master Agreement also limits Mr. Winningham’s ability to act as Chief Executive Officer of both us and Theravance to a period of nine months following the spin-off and also limits the periods of time that Theravance employees may provide services to us pursuant to the transition services agreement between Theravance and us. We and GSK also entered into (i) the Governance Agreement that, among other things, provides share purchase rights to GSK and exempts GSK from triggering our Rights Agreement until December 31, 2017, (ii) a registration rights agreement that gives GSK certain registration rights with respect to our ordinary shares held by GSK and (iii) an extension agreement that extends to us certain restrictive covenants similar to those applicable to Theravance under the GSK Agreements. There can be no assurance that these restrictions will not materially harm our business, particularly given that GSK’s interests may not be aligned with the interests of our business or our other shareholders.

***If we are unable to enter into future collaboration arrangements or if any such collaborations with third parties are unsuccessful, we will be unable to fully develop and commercialize our product candidates and our business will be adversely affected.***

Theravance’s collaborations with Alfa Wassermann for velusetrag, with Clinigen for VIBATIV® for the European Union, and with other companies for regional development and commercialization of VIBATIV® were assigned to us in connection with the spin-off. Also, through our interest in TRC we may participate economically in Theravance’s collaborations with GSK with respect to certain GSK-partnered respiratory programs. Additional collaborations will be needed to fund later-stage development of our product candidates that have not been licensed to a collaborator or for territory that is not covered by existing collaborations, and to commercialize these product candidates if approved by the necessary regulatory authorities. For example, in April 2014, Theravance announced positive results from a Phase 2 study of TD-9855, an investigational norepinephrine and serotonin reuptake inhibitor, in our MARIN program, in patients with fibromyalgia. Velusetrag, our lead compound in the 5-HT4 program, and TD-1792, our investigational antibiotic, have successfully completed Phase 2 proof-of-concept studies and currently are not partnered in the U.S. In July 2012 Theravance reported positive results from a Phase 2b study with TD-1211, the lead compound in our Peripheral Mu Opioid Receptor Antagonist program for opioid-induced constipation and in September 2013 Theravance reported positive top-line results from a Phase 2b study with TD-4208 LAMA compound which Theravance recently progressed into a larger Phase 2b study in COPD patients. In some instances, we may seek additional third parties with which to pursue collaboration arrangements for the development and commercialization of our development programs and for the future commercialization of VIBATIV® in regions where it is not currently partnered. Collaborations with third parties regarding these programs or our other programs may require us to relinquish material rights, including revenue from commercialization of our medicines, on terms that are less attractive than the arrangements Theravance negotiated and assigned to us, or to assume material ongoing development obligations that we would have to fund. These collaboration arrangements are complex and time-consuming to negotiate, and if we are unable to reach agreements with third-party collaborators, we may fail to meet our business objectives and our financial condition may be adversely affected. We face significant competition in seeking third-party collaborators. We may be unable to find third parties to pursue product collaborations on a timely basis or on acceptable terms. Furthermore, for any collaboration, we may not be able to control the amount of time and resources that our partners devote to our product candidates and our partners may choose to prioritize alternative programs. Our inability to successfully collaborate with third parties would increase our development costs and would limit the likelihood of successful commercialization of our product candidates and the price of our securities could fall.

***We depend on third parties in the conduct of our clinical studies for our product candidates.***

We depend on independent clinical investigators, contract research organizations and other third-party service providers in the conduct of our non-clinical and clinical studies for our product candidates. We rely heavily on these parties for execution of our non-clinical and clinical studies, and control only certain aspects of their activities. Nevertheless, we are responsible for ensuring that our clinical studies are conducted in accordance with good clinical practices (“GCPs”) and other regulations as required by the FDA and foreign regulatory authorities, and the applicable protocol. Failure by these parties to comply with applicable regulations, GCPs and protocols in conducting studies of our product candidates can result in a delay in our development programs or non-approval of our product candidates by regulatory authorities.

The FDA enforces GCPs and other regulations through periodic inspections of trial sponsors, clinical research organizations (“CROs”), principal investigators and trial sites. If we or any of the third parties on which we have relied to conduct our clinical studies are determined to have failed to comply with GCPs, the study protocol or applicable regulations, the clinical data generated in our studies may be deemed unreliable. This could result in non-approval of our product candidates by the FDA, or we or the FDA may decide to conduct additional audits or require additional clinical studies, which would delay our development programs, could result in significant additional costs and the price of our securities could fall.

***We face substantial competition from companies with more resources and experience than we have, which may result in others discovering, developing, receiving approval for or commercializing products before or more successfully than we do.***

Our ability to succeed in the future depends on our ability to demonstrate and maintain a competitive advantage with respect to our approach to the discovery and development of medicines. Our objective is to discover, develop and commercialize new small molecule medicines with superior efficacy, convenience, tolerability and/or safety using our proprietary insight in chemistry, biology and multivalency, where applicable. We expect that any medicines that we commercialize with our collaborative partners will compete with existing or future market-leading medicines.

Many of our potential competitors have substantially greater financial, technical and personnel resources than we have. In addition, many of these competitors have significantly greater commercial infrastructures than we have. Our ability to compete successfully will depend largely on our ability to leverage our experience in drug discovery and development to:

- discover and develop medicines that are superior to other products in the market;
- attract and retain qualified personnel;
- obtain patent and/or other proprietary protection for our medicines and technologies;
- obtain required regulatory approvals; and
- successfully collaborate with pharmaceutical companies in the discovery, development and commercialization of new medicines.

Pharmaceutical companies, including companies with which we collaborate, may invest heavily to quickly discover and develop or in-license novel compounds that could make our product candidates obsolete. Accordingly, our competitors may succeed in obtaining patent protection, receiving FDA approval or discovering, developing and commercializing medicines before we do. Other companies are engaged in the discovery of medicines that would compete with the product candidates that we are developing.

Any new medicine that competes with a generic or proprietary market leading medicine must demonstrate compelling advantages in efficacy, convenience, tolerability and/or safety in order to overcome severe price competition and be commercially successful. VIBATIV® must demonstrate these advantages in certain circumstances, as it competes with vancomycin, a relatively inexpensive generic drug that is manufactured by a number of companies, and a number of existing antibacterial drugs marketed by major and other pharmaceutical companies. If we are not able to compete effectively against our current and future competitors, our business will not grow, our financial condition and operations will suffer and the price of our securities could fall.

As the principles of multivalency become more widely known, we expect to face increasing competition from companies and other organizations that pursue the same or similar approaches. Novel therapies, such as gene therapy or effective vaccines for infectious diseases, may emerge that will make both conventional and multivalent medicine discovery efforts obsolete or less competitive.

***Our Chief Executive Officer is working only part-time for us while continuing to work part-time for Theravance during a transition period following the spin-off. Our business may suffer due to lack of time or attention from him or potential conflicts of interest.***

Rick E Winningham, our Chief Executive Officer, is working part-time for us and part-time for Theravance and this arrangement is expected to last until August 15, 2014. While we benefit from his deep knowledge of our current programs, partners and personnel, as well as his familiarity with our systems, policies, procedures and mode of operation, the lack of his full time focus on our business may dilute his effectiveness on our behalf and therefore hurt our business.

***If we lose key management or scientific personnel, or if we fail to retain our key employees, our ability to discover and develop our product candidates will be impaired.***

We are highly dependent on principal members of our management team and scientific staff, and in particular, our Chief Executive Officer, Rick E. Winningham, to operate our business. Mr. Winningham has significant pharmaceutical industry experience. The loss of Mr. Winningham's services could impair our ability to discover, develop and market new medicines.

Our U.S. operating subsidiary's facility and most of its employees are located in northern California, which is headquarters to many other biotechnology and biopharmaceutical companies and many academic and research institutions. As a result, competition for certain skilled personnel in our market is intense. None of our employees have employment commitments for any fixed period of time and they all may leave our employment at will. If we fail to retain our qualified personnel or replace them when they leave, we may be unable to continue our development and commercialization activities and the price of our securities could fall.

***Our business and operations would suffer in the event of system failures.***

Although we have security measures in place, our internal computer systems and those of our CROs and other service providers are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. Any material system failure, accident or security breach could result in a material disruption to our business. For example, the loss of clinical trial data from completed or ongoing clinical trials of our product candidates could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. If a disruption or security breach results in a loss of or damage to our data or regulatory applications, or inadvertent disclosure of confidential or proprietary information, we could incur liability, the further development of our product candidates could be delayed and the price of our securities could fall.

***Our U.S. operating subsidiary's facility is located near known earthquake fault zones, and the occurrence of an earthquake, extremist attack or other catastrophic disaster could cause damage to our facilities and equipment, which could require us to cease or curtail operations.***

Our U.S. operating subsidiary's facility is located in the San Francisco Bay Area near known earthquake fault zones and therefore will be vulnerable to damage from earthquakes. In October 1989, a major earthquake struck this area and caused significant property damage and a number of fatalities. We are also vulnerable to damage from other types of disasters, including power loss, attacks from extremist organizations, fire, floods, communications failures and similar events. If any disaster were to occur, our ability to operate our business could be seriously impaired. In addition, the unique nature of our research activities and of much of our equipment could make it difficult for us to recover from this type of disaster. We may not have adequate insurance to cover our losses resulting from disasters or other similar significant business interruptions and we do not plan to purchase additional insurance to cover such losses due to the cost of obtaining such coverage. Any significant losses that are not recoverable under our insurance policies could seriously impair our business and financial condition, which could cause the price of our securities to fall.

***We are an "emerging growth company" and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies will make our ordinary shares less attractive to investors.***

We are an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. Emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We plan to avail ourselves of this exemption from new or revised accounting standards and, therefore, we may not be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

For as long as we continue to be an emerging growth company, we also intend to take advantage of certain other exemptions from various reporting requirements that are applicable to other public companies including, but not limited to, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, exemptions from the requirements of holding a nonbinding advisory shareholder vote on executive compensation and any golden parachute payments not previously approved, exemption from the requirement of auditor attestation in the assessment of our internal control over financial reporting and exemption from any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis). If we do, the information that we provide shareholders may be different than what is available with respect to other public companies. We cannot predict if investors will find our ordinary shares less attractive because we will rely on these exemptions. If some investors find our ordinary shares less attractive as a result, there may be a less active trading market for our ordinary shares and our share price may be more volatile.



We expect to be an emerging growth company for all of 2014 and will remain an emerging growth company until the earliest of (i) the end of the fiscal year in which the market value of our ordinary shares that is held by non-affiliates exceeds \$700 million as of the end of the second fiscal quarter and we have been subject to public company reporting obligations for at least twelve calendar months as of the end of the fiscal year, (ii) the end of the fiscal year in which we have total annual gross revenues of \$1 billion or more during such fiscal year, (iii) the date on which we issue more than \$1 billion in non-convertible debt in a three-year period or (iv) the end of the fiscal year following the fifth anniversary of the date of the first sale of our ordinary shares pursuant to an effective registration statement filed under the Securities Act.

## **RISKS RELATED TO LEGAL AND REGULATORY UNCERTAINTY**

*If our efforts to protect the proprietary nature of the intellectual property related to our technologies are not adequate, we may not be able to compete effectively in our market.*

We rely upon a combination of patents, patent applications, trade secret protection and confidentiality agreements to protect the intellectual property related to our technologies. Any involuntary disclosure to or misappropriation by third parties of this proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, thus eroding our competitive position in our market. The status of patents in the biotechnology and pharmaceutical field involves complex legal and scientific questions and is very uncertain. As of June 30, 2014, we or one of our wholly-owned subsidiaries owned 358 issued United States patents and 1,267 granted foreign patents, as well as additional pending United States and foreign patent applications. Our patent applications may be challenged or fail to result in issued patents and our existing or future patents may be invalidated or be too narrow to prevent third parties from developing or designing around these patents. If the sufficiency of the breadth or strength of protection provided by our patents with respect to a product candidate is threatened, it could dissuade companies from collaborating with us to develop, and threaten our ability to commercialize, the product candidate. Further, if we encounter delays in our clinical trials or in obtaining regulatory approval of our product candidates, the patent lives of the related product candidates would be reduced.

In addition, we rely on trade secret protection and confidentiality agreements to protect proprietary know-how that is not patentable, for processes for which patents are difficult to enforce and for any other elements of our drug discovery and development processes that involve proprietary know-how, information and technology that is not covered by patent applications. Although we require our employees, consultants, advisors and any third parties who have access to our proprietary know-how, information and technology to enter into confidentiality agreements, we cannot be certain that this know-how, information and technology will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. Further, the laws of some foreign countries do not protect proprietary rights to the same extent as the laws of the United States. As a result, we may encounter significant problems in protecting and defending our intellectual property both in the United States and abroad. If we are unable to prevent material disclosure of the intellectual property related to our technologies to third parties, we will not be able to establish or, if established, maintain a competitive advantage in our market, which could materially adversely affect our business, financial condition and results of operations, which could cause the price of our securities to fall.

*Litigation or third-party claims of intellectual property infringement would require us to divert resources and may prevent or delay our drug discovery and development efforts.*

Our commercial success depends in part on us and our partners not infringing the patents and proprietary rights of third parties. Third parties may assert that we or our partners are using their proprietary rights without authorization. There are third party patents that may cover materials or methods for treatment related to our product candidates. At present, we are not aware of any patent claims with merit that would adversely and materially affect our ability to develop our product candidates, but nevertheless the possibility of third party allegations cannot be ruled out. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. Furthermore, parties making claims against us or our partners may obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize one or more of our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business.

In the event of a successful claim of infringement against us, we may have to pay substantial damages, obtain one or more licenses from third parties or pay royalties. In addition, even in the absence of litigation, we may need to obtain licenses from third parties to advance our research or allow commercialization of our product candidates, and we have done so from time to time. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we would be unable to further develop and commercialize one or more of our product candidates, which could harm our business significantly. In addition, in the future we could be required to initiate litigation to enforce our proprietary rights against infringement by third parties. Prosecution of these claims to enforce our rights against others would involve substantial litigation expenses and divert substantial employee resources from our business. If we fail to effectively enforce our proprietary rights against others, our business will be harmed and the price of our securities could fall.

***If the efforts of our partners or future partners to protect the proprietary nature of the intellectual property related to collaboration assets are not adequate, the future commercialization of any medicines resulting from collaborations could be delayed or prevented, which would materially harm our business and could cause the price of our securities to fall.***

The risks identified in the two preceding risk factors may also apply to the intellectual property protection efforts of our partners or future partners and to GSK with respect to the GSK-partnered respiratory programs in which we hold an economic interest. To the extent the intellectual property protection of any partnered assets are successfully challenged or encounter problems with the United States Patent and Trademark Office or other comparable agencies throughout the world, the future commercialization of these potential medicines could be delayed or prevented. Any challenge to the intellectual property protection of a late-stage development asset, particularly those of the GSK-partnered respiratory programs in which we hold an economic interest, could harm our business and cause the price of our securities to fall.

***Product liability lawsuits could divert our resources, result in substantial liabilities and reduce the commercial potential of our medicines.***

The risk that we may be sued on product liability claims is inherent in the development and commercialization of pharmaceutical products and have likely increased with the reintroduction of VIBATIV® to the U.S. market. Side effects of, or manufacturing defects in, products that we or our partners develop or commercialize could result in the deterioration of a patient's condition, injury or even death. Once a product is approved for sale and commercialized, the likelihood of product liability lawsuits tends to increase. Claims may be brought by individuals seeking relief for themselves or by individuals or groups seeking to represent a class. Also, changes in laws outside the U.S. are expanding our potential liability for injuries that occur during clinical trials. These lawsuits may divert our management from pursuing our business strategy and may be costly to defend. In addition, if we are held liable in any of these lawsuits, we may incur substantial liabilities and may be forced to limit or forgo further commercialization of the applicable products.

Although we maintain general liability and product liability insurance, this insurance may not fully cover potential liabilities and we cannot be sure that our insurer will not disclaim coverage as to a future claim. In addition, inability to obtain or maintain sufficient insurance coverage at an acceptable cost or to otherwise protect against potential product liability claims could prevent or inhibit the commercial production and sale of our products, which could adversely affect our business. The cost of defending any product liability litigation or other proceeding, even if resolved in our favor, could be substantial and uncertainties resulting from the initiation and continuation of product liability litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace. Product liability claims could also harm our reputation, which may adversely affect our and our partners' ability to commercialize our products successfully and the price of our securities could fall.

***Government restrictions on pricing and reimbursement, as well as other healthcare payor cost-containment initiatives, may negatively impact our ability to generate revenues.***

The continuing efforts of the government, insurance companies, managed care organizations and other payors of health care costs to contain or reduce costs of health care may adversely affect one or more of the following:

- our or our collaborators' ability to set a price we believe is fair for our products, if approved;
- our ability to generate revenues and achieve profitability; and
- the availability of capital.

The Patient Protection and Affordable Care Act and other potential legislative or regulatory action regarding healthcare and insurance matters, along with the trend toward managed healthcare in the United States, could influence the purchase of healthcare products and reduce demand and prices for our products, if approved. This could harm our or our collaborators' ability to market our potential medicines and generate revenues. Cost containment measures that health care payors and providers are instituting and the effect of the Patient Protection and Affordable Care Act and further agency regulations that are likely to emerge in connection with the passage of this act could significantly reduce potential revenues from the sale of any product candidates approved in the future. In addition, in certain foreign markets, the pricing of prescription drugs is subject to government control and reimbursement may in some cases be unavailable. We believe that pricing pressures at the state and federal level, as well as internationally, will continue and may increase, which may make it difficult for us to sell our potential medicines that may be approved in the future at a price acceptable to us or our collaborators, which may cause the price of our securities to fall.



***If we use hazardous and biological materials in a manner that causes injury or violates applicable law, we may be liable for damages.***

Our research and development activities involve the controlled use of potentially hazardous substances, including chemical, biological and radioactive materials. In addition, our operations produce hazardous waste products. Federal, state and local laws and regulations govern the use, manufacture, storage, handling and disposal of hazardous materials. We may incur significant additional costs to comply with these and other applicable laws in the future. Also, even if we are in compliance with applicable laws, we cannot completely eliminate the risk of contamination or injury resulting from hazardous materials and we may incur liability as a result of any such contamination or injury. In the event of an accident, we could be held liable for damages or penalized with fines, and the liability could exceed our resources. We do not have any insurance for liabilities arising from hazardous materials. Compliance with applicable environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production efforts, which could harm our business, which could cause the price of our securities to fall.

## **RISKS RELATING TO OUR ORDINARY SHARES**

***Our ordinary shares only recently began trading on June 3, 2014, and the market price for our shares has and may continue to fluctuate widely, and may result in substantial losses for purchasers of our ordinary shares.***

Our ordinary shares only recently began trading on June 3, 2014, and the market price for our shares has and may continue to fluctuate widely, and may result in substantial losses for purchasers of our ordinary shares. To date, there is limited securities analyst coverage of our company. Limited securities analyst coverage of our company and shares is likely to reduce demand for our shares from potential investors, which likely will reduce the market price for our shares.

Market prices for securities of biotechnology and biopharmaceutical companies have been highly volatile, and we expect such volatility to continue for the foreseeable future, so that investment in our ordinary shares involves substantial risk. By separating from Theravance, there is a risk that our company may be more susceptible to market fluctuations and other adverse events than we would have been were we still a part of Theravance. Additionally, the stock market from time to time has experienced significant price and volume fluctuations unrelated to the operating performance of particular companies. Also, the trading price of shares of newly public companies distributed in spin-off transactions, as our shares have been distributed, can often be very volatile and subject to sharp declines, particularly shortly following the spin-off. The following are some of the factors that may have a significant effect on the market price of our ordinary shares:

- any adverse developments or results or perceived adverse developments or results with respect to the GSK-partnered programs, including, without limitation, any delays in development in these programs, any halting of development in these programs, any difficulties or delays encountered with regard to the FDA or other regulatory authorities in these programs, or any indication from clinical or non-clinical studies that the compounds in such programs are not safe or efficacious;
- any further adverse developments or perceived adverse developments with respect to the commercialization of VIBATIV®;
- any announcements of developments with, or comments by, the FDA or other regulatory authorities with respect to products we or our partners have under development or have commercialized;
- any adverse developments or agreements or perceived adverse developments or agreements with respect to the relationship of Theravance or TRC, on the one hand, and GSK, on the other hand, including any such developments or agreements resulting from or relating to the spin-off;
- any adverse developments or perceived adverse developments with respect to our relationship with any of our research, development or commercialization partners, including, without limitation, disagreements that may arise between us and any of those partners, including any such developments resulting from or relating to the spin-off;
- any adverse developments or perceived adverse developments in our programs with respect to partnering efforts or otherwise;

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- announcements of patent issuances or denials, technological innovations or new commercial products by us or our competitors;
- publicity regarding actual or potential study results or the outcome of regulatory review relating to products under development by us, our partners or our competitors;
- regulatory developments in the United States and foreign countries;
- economic and other external factors beyond our control;
- loss of key personnel;
- relative illiquidity in the public market for our ordinary shares related to the concentration of ownership;
- developments or disputes as to patent or other proprietary rights;
- approval or introduction of competing products and technologies;
- results of clinical trials;
- failures or unexpected delays in timelines for our potential products in development, including the obtaining of regulatory approvals;
- delays in manufacturing or clinical trial plans;
- fluctuations in our operating results;
- market reaction to announcements by other biotechnology or pharmaceutical companies;
- initiation, termination or modification of agreements with our collaborators or disputes or disagreements with collaborators;
- litigation or the threat of litigation;
- public concern as to the safety of drugs developed by us; and
- comments and expectations of results made by securities analysts or investors.

If any of these factors causes us to fail to meet the expectations of securities analysts or investors, or if adverse conditions prevail or are perceived to prevail with respect to our business, the price of the ordinary shares would likely drop significantly. A significant drop in the price of a company's securities often leads to the filing of securities class action litigation against the company. This type of litigation against us could result in substantial costs and a diversion of management's attention and resources.

### ***Concentration of ownership will limit your ability to influence corporate matters.***

Theravance Biopharma's ownership at the time of the spin-off reflected the ownership composition of Theravance. Based on our review of publicly available filings as of July 31, 2014, GSK beneficially owned approximately 25.7% of our outstanding ordinary shares. Based on our review of publicly available filings as of March 31, 2014, the three largest Theravance stockholders other than GSK collectively owned approximately 36.6% of its outstanding capital stock. Assuming these shareholders held a similar percentage as of the record date to determine the Theravance stockholders that would receive our shares in the spin-off, these shareholders and GSK could control the outcome of actions taken by us that require shareholder approval, including a transaction in which shareholders might receive a premium over the prevailing market price for their shares. However, since the three largest Theravance stockholders other than GSK are not required to report their holdings of our ordinary shares until February 2015, we cannot be certain whether they maintain their percentage ownership in us or if there are other potential concentrations of our shares.

***Your percentage ownership in Theravance Biopharma will be diluted in the future.***

Your percentage ownership in Theravance Biopharma will be diluted in the future because of equity awards that we expect will be granted to our directors, officers and employees in the future, as well as other equity instruments such as debt and equity financing. We have adopted an equity incentive plan that provides for the grant of equity-based awards, including restricted shares, restricted share units, options, share appreciation rights and other equity-based awards, to our directors, officers and other employees and advisors. Shortly after the spin-off, we granted share options to our directors pursuant to our outside director automatic grant program and to our employees joining Theravance Biopharma, and we expect to grant additional share options as we continue to build out our leadership team.

***Certain provisions in our constitutional documents may discourage our acquisition by a third party, which could limit your opportunity to sell shares at a premium.***

Our constitutional documents include provisions that could limit the ability of others to acquire control of us, modify our structure or cause us to engage in change-of-control transactions, including, among other things, provisions that:

- require supermajority shareholder voting to effect certain amendments to our amended and restated memorandum and articles of association;
- establish a classified board of directors;
- restrict our shareholders from calling meetings or acting by written consent in lieu of a meeting;
- limit the ability of our shareholders to propose actions at duly convened meetings; and
- authorize our board of directors, without action by our shareholders, to issue preferred shares and additional ordinary shares.

These provisions could have the effect of depriving you of an opportunity to sell your ordinary shares at a premium over prevailing market prices by discouraging third parties from seeking to acquire control of us in a tender offer or similar transaction.

***Our shareholders may face difficulties in protecting their interests because we are incorporated under Cayman Islands law.***

Our corporate affairs will be governed by our amended and restated memorandum and articles of association to be effective following the spin-off, by the Companies Law (2012 Revision) (as amended) of the Cayman Islands and the common law of the Cayman Islands. The rights of our shareholders and the fiduciary responsibilities of our directors under the laws of the Cayman Islands are different from those under statutes or judicial precedent in existence in jurisdictions in the U.S. Therefore, you may have more difficulty in protecting your interests than would shareholders of a corporation incorporated in a jurisdiction in the U.S., due to the different nature of Cayman Islands law in this area.

While Cayman Islands law allows a dissenting shareholder to express the shareholder's view that a court sanctioned reorganization of a Cayman Islands company would not provide fair value for the shareholder's shares, Cayman Islands statutory law does not specifically provide for shareholder appraisal rights on a merger or consolidation of a company. This may make it more difficult for you to assess the value of any consideration you may receive in a merger or consolidation or to require that the offeror give you additional consideration if you believe the consideration offered is insufficient.

Shareholders of Cayman Islands exempted companies such as our company have no general rights under Cayman Islands law to inspect corporate records and accounts or to obtain copies of lists of shareholders. Our directors have discretion under our amended and restated memorandum and articles of association to determine whether or not, and under what conditions, our corporate records may be inspected by our shareholders, but are not obliged to make them available to our shareholders. This may make it more difficult for you to obtain the information needed to establish any facts necessary for a shareholder motion or to solicit proxies from other shareholders in connection with a proxy contest.

Our Cayman Islands counsel, Maples and Calder, is not aware of any reported class action having been brought in a Cayman Islands court. Derivative actions have been brought in the Cayman Islands courts, and the Cayman Islands courts have confirmed the availability for such actions. In most cases, the company will be the proper plaintiff in any claim based on a breach of duty owed to it, and a claim against (for example) the company's officers or directors usually may not be brought by a shareholder. However, based on English authorities, which would in all likelihood be of persuasive authority and be applied by a court in the Cayman Islands, exceptions to the foregoing principle apply in circumstances in which:

- a company is acting, or proposing to act, illegally or beyond the scope of its authority;
- the act complained of, although not beyond the scope of the authority, could be effected if duly authorized by more than the number of votes which have actually been obtained; or
- those who control the company are perpetrating a "fraud on the minority."

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A shareholder may have a direct right of action against the company where the individual rights of that shareholder have been infringed or are about to be infringed.

***There is uncertainty as to shareholders' ability to enforce certain foreign civil liabilities in the Cayman Islands.***

We are incorporated as an exempted company limited by shares with limited liability under the laws of the Cayman Islands. A material portion of our assets are located outside of the United States. As a result, it may be difficult for our shareholders to enforce judgments against us or judgments obtained in U.S. courts predicated upon the civil liability provisions of the federal securities laws of the United States or any state of the United States.

We have been advised by our Cayman Islands legal counsel, Maples and Calder, that the courts of the Cayman Islands are unlikely (i) to recognize or enforce against Theravance Biopharma judgments of courts of the United States predicated upon the civil liability provisions of the securities laws of the United States or any State; and (ii) in original actions brought in the Cayman Islands, to impose liabilities against Theravance Biopharma predicated upon the civil liability provisions of the securities laws of the United States or any State, on the grounds that such provisions are penal in nature. However, in the case of laws that are not penal in nature, although there is no statutory enforcement in the Cayman Islands of judgments obtained in the United States, the courts of the Cayman Islands will recognize and enforce a foreign money judgment of a foreign court of competent jurisdiction without retrial on the merits based on the principle that a judgment of a competent foreign court imposes upon the judgment debtor an obligation to pay the sum for which judgment has been given provided certain conditions are met. For a foreign judgment to be enforced in the Cayman Islands, such judgment must be final and conclusive and for a liquidated sum, and must not be in respect of taxes or a fine or penalty, inconsistent with a Cayman Islands' judgment in respect of the same matter, impeachable on the grounds of fraud or obtained in a manner, and or be of a kind the enforcement of which is, contrary to natural justice or the public policy of the Cayman Islands (awards of punitive or multiple damages may well be held to be contrary to public policy). A Cayman Islands' court may stay enforcement proceedings if concurrent proceedings are being brought elsewhere. There is also recent English authority which suggests that due to the universal nature of bankruptcy/insolvency proceedings, foreign judgments obtained in foreign bankruptcy/insolvency proceedings may be enforced by the English courts automatically without applying the principles outlined above. This decision would be persuasive in the Cayman Islands but not binding. To date it has not been considered by the Cayman Islands courts. This decision has also been appealed to the Supreme Court in England and judgment is pending. The Grand Court of the Cayman Islands may stay proceedings if concurrent proceedings are being brought elsewhere, which would delay proceedings and make it more difficult for our shareholders to bring action against us.

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

Not applicable.

**ITEM 6. EXHIBITS**

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
4.1	Registration Rights Agreement by and between Theravance Biopharma, Inc. and Glaxo Group Limited, dated March 3, 2014 (1)
*10.1	UK Addendum to the 2013 Equity Incentive Plan
*10.2	Offer Letter with Rick E Winningham dated May 5, 2014 (2)
*10.3	Offer Letter with Brett K. Haumann dated May 12, 2014
*10.4	Offer Letter with Renee D. Gala dated May 12, 2014
*10.5	Offer Letter with Jeffrey D. Jonker dated May 12, 2014
*10.6	Offer Letter with Frank Pasqualone dated May 12, 2014
10.7	Separation and Distribution Agreement between Theravance and Theravance Biopharma, dated June 1, 2014 (3)
10.8	Transition Services Agreement between Theravance and Theravance Biopharma, dated June 2, 2014 (3)
10.9	Tax Matters Agreement between Theravance and Theravance Biopharma, dated June 2, 2014 (3)
10.10	Employee Matters Agreement between Theravance and Theravance Biopharma, dated June 1, 2014 (3)
10.11	Theravance Respiratory Company, LLC Limited Liability Company Agreement between Theravance and Theravance Biopharma, dated May 31, 2014 (3)
10.12	License Agreement with Janssen Pharmaceutica, dated as of May 14, 2002
10.13	Collaboration Agreement between Theravance, Inc. and Glaxo Group Limited, dated November 14, 2002 (4)
10.14	Consent to Assignment by and among ARE-901/951 Gateway Boulevard, LLC, Theravance, Inc. and Theravance Biopharma, Inc. and Assignment and Assumption of Lease for 901 Gateway Blvd.
10.15	Consent to Assignment by and among ARE-901/951 Gateway Boulevard, LLC, Theravance, Inc. and Theravance Biopharma, Inc. and Assignment and Assumption of Lease for 951 Gateway Blvd.
31.1	Certification of Chief Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated pursuant to the Securities Exchange Act of 1934, as amended
31.2	Certification of Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) promulgated pursuant to the Securities Exchange Act of 1934, as amended
32	Certifications Pursuant to 18 U.S.C. Section 1350
101	Financial statements from the quarterly report on Form 10-Q of the Company for the quarter ended June 30, 2014, formatted in XBRL: (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations (iii) the Condensed Consolidated Statement of Comprehensive Loss, (iv) the Condensed Consolidated Statements of Cash Flows and (v) the Notes to the Condensed Consolidated Financial Statements
(1)	Incorporated by reference to an exhibit filed with the Amendment No. 4 to the Registration Statement on Form 10 of Theravance Biopharma, Inc., filed with the Securities and Exchange Commission on April 8, 2014.
(2)	Incorporated by reference to an exhibit filed with the Amendment No. 5 to the Registration Statement on Form 10 of Theravance Biopharma, Inc., filed with the Securities and Exchange Commission on May 8, 2014.
(3)	Incorporated by reference to an exhibit filed with the Current Report on Form 8-K of Theravance Biopharma, Inc., filed with the Securities and Exchange Commission on June 3, 2014.
(4)	Incorporated by reference to an exhibit filed with the quarterly report on Form 10-Q of Theravance, Inc., filed with the Securities and Exchange Commission on August 8, 2014.
*	Management contract or compensatory plan or arrangement.

**SIGNATURES**

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

Theravance Biopharma, Inc.

Date: August 13, 2014

/s/ Rick E Winningham

**Rick E Winningham**  
Chief Executive Officer

Date: August 13, 2014

/s/ Renee D. Gala

**Renee D. Gala**  
Senior Vice President, Finance

## EXHIBIT INDEX

Listed and indexed below are all Exhibits filed as part of this report.

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\* Management contract or compensatory plan or arrangement.

## Theravance Biopharma, Inc. 2013 Equity Incentive Plan (“the Plan”)

## UK ADDENDUM

1. **Purpose and eligibility**

The purpose of this addendum to the Plan (the “**UK Addendum**”) is to enable the Committee to grant Share Awards to certain Employees and full-time directors of the Company, any Parent, Subsidiary or Affiliate, who are based in the United Kingdom. Share Awards (which will be unapproved for UK tax purposes) may only be granted under the UK Addendum to employees and full-time directors of the Company, any Parent, its Subsidiaries or Affiliates. Any person to whom a Share Award has been granted under the UK Addendum is a “**Participant**” for the purposes of the Plan. Share Awards granted pursuant to the UK Addendum are granted pursuant to an “**employees’ share scheme**” for the purposes of the Financial Services and Markets Act 2000.

2. **Definition**

Definitions are as contained in Article 17 of the Plan, with the following addition:

“**Employer**” means the Company, Parent, Subsidiary or Affiliate (as relevant), who is the Participant’s Employer.

“**ITEPA**” means the Income Tax (Earnings and Pensions) Act 2003.

3. **Terms**

Share Awards granted pursuant to the UK Addendum shall be governed by the terms of the Plan, subject to any such amendments set out below and as are necessary to give effect to Section 1 of the UK Addendum, and by the terms of the individual Option, Restricted Share, Share Unit or SAR Agreement (as applicable) entered into between the Company and the Participant.

4. **Non-transferability of Awards**

For the purposes of Section 14.4 of the Plan, no assignments of Share Awards under the Plan shall be permitted.

5. **Employer National Insurance contributions**

Where it is a condition of the grant of a Share Award that the Participant meets the employer’s secondary Class 1 national insurance contributions in accordance with clause 6 of this Addendum, SARs and Share Units shall be modified so that settlement of such rights shall only be in Ordinary Shares and not in cash.

6. **Withholding obligations**

6.1 The Participant shall be accountable for any income tax and, subject to the following provisions, national insurance liability which is chargeable on any assessable income deriving from the vesting, exercise, cancellation of, or other dealing in, the Share Award, Restricted Shares or Ordinary Shares acquired under the Plan. In respect of such assessable income the Participant shall indemnify the Company and (at the direction of the Company) any Employer of the Participant in respect of the following (together, the “**Tax Liabilities**”):

- (a) any income tax liability which falls to be paid to HM Revenue & Customs by the Company (or the relevant Employer) under the PAYE system as it applies to income tax under the Taxes Act and the PAYE regulations referred to in it; and



- (b) any national insurance liability which falls to be paid to HM Revenue & Customs by the Company (or the relevant Employer) under the PAYE system as it applies for national insurance purposes under the Social Security Contributions and Benefits Act 1992 and regulations referred to in it such national insurance liability being the aggregate of:
  - (i) all the employee's primary Class 1 national insurance contributions; and
  - (ii) (to the extent permitted by law), all the employer's secondary Class 1 national insurance contributions.

6.2 Pursuant to the indemnity referred to in Section 6.1, the Participant shall make such arrangements as the Company requires to meet the cost of the Tax Liabilities, including at the direction of the Company any of the following:

- (a) making a cash payment of an appropriate amount to the Company or relevant Employer whether by cheque, banker's draft or deduction from salary in time to enable the Company or relevant Employer to remit such amount to HM Revenue & Customs before the 14th day following the end of the month in which the event giving rise to the Tax Liabilities occurred; or
- (b) appointing the Company as agent and/or attorney for the sale of sufficient Ordinary Shares acquired pursuant to the Share Award to cover the Tax Liabilities and authorising the payment to the Employer of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant corporation in relation to such sale) out of the net proceeds of sale of the Ordinary Shares;
- (c) (to the extent permitted by law), entering into an election whereby the employer's liability for secondary Class 1 national insurance contributions is transferred to the Participant on terms set out in the election and approved by HM Revenue & Customs.

## 7. **Employment Rights**

- 7.1 The Participant acknowledges that his terms of employment shall not be affected in any way by his participation in the Plan which shall not form part of such terms (either expressly or impliedly) nor in any way entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment for whatever reason (whether lawful or unlawful) which might otherwise be payable to him, and the Participant's terms of employment shall be deemed to be varied accordingly.
- 7.2 This Plan is entirely discretionary and may be suspended or terminated by the Company at any time for any reason. Participation in the Plan is entirely discretionary and does not create any contractual or other right to receive future grants of Share Awards, or benefits in lieu of Share Awards. All determinations with respect to future grants will be at the sole discretion of the Company. Rights under the Plan are not pensionable.

## 8. **Data Privacy**

- 8.1 The Participant authorises and directs the Company and any relevant Employer to collect, use and transfer in electronic or other form any personal information (the "**Data**") regarding the Participant's employment, the nature of the Participant's salary and benefits and the details of the Participant's participation in the Plan (including but not limited to) the Participant's home address, telephone number, date of birth, National Insurance number, salary, nationality, job title, and number of Ordinary Shares for the purposes of implementing, administering and managing the Participant's participation in the Plan. The Participant understands and consents to the transfer of Data to the Employer and to any third party dealing with the implementation, administration and management of the Plan, including any requisite transfer to a broker or other third party assisting with the exercise of the Option, or with whom the Ordinary Shares may be deposited.

- 8.2 The Participant acknowledges and consents that the recipients of Data may be located overseas both within and outside the EU and those countries may have data privacy laws which are different to those in the UK. Furthermore the Participant understands that the transfer of Data to such third parties is necessary to facilitate the Participant's participation in the Plan.

Adopted by the Board of Directors on  
14 May 2014

[Theravance Biopharma, Inc. Logo]

May 12, 2014

Brett K. Haumann

Dear Brett:

As you know, Theravance, Inc. ("Theravance") will spin-off its drug discovery and development business into a separate publicly traded company, Theravance Biopharma, Inc., a Cayman Islands corporation (the "Spin-Off"). You will continue to be employed by Theravance UK Limited (the "Company" or "Theravance UK"), which will transition from a wholly-owned subsidiary of Theravance, Inc. to a wholly-owned subsidiary of Theravance Biopharma, Inc. in connection with the Spin-Off.

At Theravance UK, you will continue to work in the exempt position of Vice President, Clinical Development and Operations, initially reporting to Rick Winningham, and you will be based on the UK. However, in order to help in the efficiency and smooth running of the Company, recognize and fully accept that the Company may require you to work in any section carrying out other duties reasonably related to your position as a senior manager and within your capabilities, as the workload so requires. Both you and the Company acknowledge and agree that there will be times that it will be necessary for you to be on-site in San Francisco to fulfill your employment duties, which will require travel to and from the US and such other destinations as the Company may decide. The Company will cover the travel expenses to South San Francisco, provided that the airline tickets and hotel accommodations are purchased in compliance with the Company's travel policy. You will not be required to work continuously outside of the UK as part of your normal duties although business visits abroad will be required. The Company reserves the right to ask you to work on a temporary basis (usually for up to 60 days) anywhere within the UK and overseas. Depending on the circumstances, the Company will give you reasonable advance notice regarding overseas assignments.

Your salary on an annualized basis will be 245,000 GBP. Your salary will accrue from day to day and will normally be paid in equal installments by direct transfer to your bank/building society account by the last working day of each month. Your salary and any deductions will be set out on an itemized pay statement. Each payment relates to the calendar month in which it is paid.

You will remain eligible to receive an annual discretionary bonus of up to 40% of your annual salary in 2014 (and each calendar year thereafter). Your 2014 bonus will be paid by the Company and you will be required to be an active employee in good standing at the time the bonus is paid in order to receive the bonus. The Company's bonus percentage targets may change from time-to-time at the sole discretion of the Board of Directors of Theravance Biopharma, Inc.

As previously agreed with Theravance, an allowance for your individual and family benefits coverage is included in the base salary. Theravance Biopharma, Inc. will also offer an Employee Stock Purchase Plan, although it has not yet been determined when the first offering period will commence.

Subject to the approval by the appropriate committee of the Theravance Biopharma, Inc. Board of Directors, you will be granted an option to purchase ordinary shares of Theravance Biopharma, Inc. at a per share purchase price equal to the fair market value of one Theravance Biopharma, Inc. ordinary share on the date of grant, which will be after the effective date of the Spin-Off. The number of shares subject to the option and the vesting and exercise details of your option grant will be set forth in your option paperwork. The option granted to you will be contingent on your execution of an Option Agreement and will be subject to all terms of the Theravance Biopharma, Inc. 2013 Equity Incentive Plan.

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To the extent you hold outstanding equity awards granted to you by Theravance at the time of the Spin-Off, such awards (including outstanding stock options, restricted stock units and restricted stock awards) and the related stock option, restricted stock unit and restricted stock agreements will be adjusted. One of the primary purposes of these adjustments is to permit continued vesting of Theravance equity awards based on service to Theravance Biopharma, Inc. or any subsidiary thereof, including the Company, after the Spin-Off. These adjustments and other relevant information are set forth on Exhibit A. Except as described on Exhibit A, each of your adjusted Theravance equity awards will continue to be governed by the applicable Theravance award agreement and the Theravance equity plan under which the award was granted.

The Company's normal office hours are from 9:00 am to 5:30 pm Monday to Friday, but as a senior manager, you will be required to work outside and in addition to these hours without additional remuneration in order to meet the requirements of the business and for the proper performance of your duties.

You will be entitled to 28 days of paid holiday per completed 12 months of employment, which include UK Bank Holidays. If you start or leave your employment during the holiday year, your entitlement for that year will be calculated on a *pro rata* basis for each complete calendar month worked. No holiday may be carried over from one holiday year to the next. No payment will be made *in lieu* of holiday accrued and not taken except in the year when you leave our employment.

Without prejudice to your right to statutory sick pay, once you have completed three (3) months continuous employment, you are entitled to full pay during the first three (3) months of absence due to sickness or injury in any calendar year. Absence through illness or injury must be reported to your manager immediately, i.e. on the first day of your absence. If you are absent from work due to sickness for more than three (3) days you must complete a self-certification form and send it to the office administrator when you return to work. If you are still ill after seven (7) calendar days you must obtain a doctor's certificate, which must be sent to the office administrator and renewed regularly as necessary. If, from the start of the illness, your doctor feels that you will be unable to work for more than a week you will be given a certificate on the first day. The Company will calculate how much statutory sick pay you may be entitled to and this will be paid in the following month. The Company reserves the right to withdraw or terminate the scheme referred to above or amend them at any time.

In connection with the Spin-Off, you must sign the enclosed Proprietary Information and Inventions Agreement with Theravance Biopharma, Inc. You will be expected to abide by its terms.

While we hope that your employment with the Company will be mutually satisfactory, employment with Theravance is for no specific period of time. Either you or the Company may terminate the employment relationship by giving the other party the following minimum advance written notice: 1) during the first 24 months of employment, 4 weeks; 2) after 24 months of employment, one additional week of notice for each completed year of service up to a maximum of 12 weeks' notice. The Company has the right to dismiss employees without notice in the case of gross misconduct.

The Company reserves the right to require you to take any outstanding holiday entitlement during your notice period. The Company also reserves the right to pay you *in lieu* of notice or require you to take "garden leave" for all or part of the notice period. During any "garden leave," you will not be required to work for the Company and you will not be allowed to undertake any other work without the written permission of the CEO. You are not permitted to take any holiday during "garden leave" and must ensure that you remain available to attend work, if required, at any time. The Company also reserves the right to require you to carry out other work within your capabilities in any department or area as an alternative to "garden leave."

The terms of your employment are not subject to any collective agreements with any Trade Union or other organization.

This is the full and complete agreement between us on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, to which you will be subject, may change from time-to-time. The Company may amend, vary or terminate the terms and conditions in this document or any of its employment policies.

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You will be consulted over any significant change applying to you as an individual. More general changes such as changes to procedures will be notified to you in writing or, by notice or by circular letter or email. This offer is contingent upon the successful completion of your background investigation.

There are two copies of this letter enclosed; if all of the foregoing is satisfactory, please sign and date each copy to acknowledge your receipt and acceptance of the terms, and return one copy to me no later than May 23, 2014, saving the other copy for yourself. Your signature below also constitutes your agreement to the adjustments to all of your outstanding Theravance equity awards as described in Exhibit A. Please also sign and return the enclosed Proprietary Information and Inventions Agreement. If we do not receive your completed paperwork by the due date your employment transition from Theravance to the Company will not occur.

We are very excited about the transition! Should you need further assistance, please don't hesitate to contact the Human Resources department.

Sincerely,

/s/ Rick Winningham

Rick Winningham

Foregoing terms and conditions hereby accepted upon the effective date of the Spin-Off:

Signed: s/ Brett K. Haumann  
Brett K. Haumann

Date: May 15, 2014

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## EXHIBIT A

### Adjustments to Your Theravance Equity Awards in Connection with the Spin-Off

This Exhibit A sets forth adjustments to your outstanding options to purchase shares of Theravance common stock (“Theravance Options”), awards of Theravance restricted stock units (“Theravance RSU Awards”) and Theravance restricted shares (“Theravance RSAs”) and, together with Theravance Options and Theravance RSU Awards, “Theravance Equity Awards”) granted to you by Theravance and the related stock option, restricted stock unit and restricted stock agreements (each, an “Award Agreement” and collectively the “Award Agreements”) in connection with the Spin-Off. These adjustments will apply to your Theravance Equity Awards outstanding immediately prior to the effective time of the Spin-Off. For your reference, a list of your currently outstanding Theravance Equity Awards can be found by logging into your E\*Trade Theravance Stock Plan Account. The adjustments described on this Exhibit A are being made in connection with the Spin-Off. If the Spin-Off does not occur for any reason, the adjustments described below will not be made to your Theravance Equity Awards and they will continue to be governed by their existing terms.

The Theravance Equity Awards, as adjusted, are referred to as “Adjusted Theravance Options” (including Adjusted Theravance ISOs and Adjusted Theravance NSOs, as defined below), “Adjusted Theravance RSU Awards” and “Adjusted Theravance RSAs” (collectively, “Adjusted Theravance Awards”). Except as described below, each of your Adjusted Theravance Awards will continue to be governed by (i) the applicable Award Agreement, as adjusted hereby, and (ii) the Theravance equity plan under which the Adjusted Theravance Award was granted.

You will not receive a new Award Agreement(s) to reflect the adjustments described below. Please keep a copy of this Exhibit A with the Award Agreement(s) applicable to your Adjusted Theravance Award(s) as evidence of the adjusted terms.

Following the Spin-Off, Theravance may delegate certain administrative responsibilities associated with the Adjusted Theravance Awards to Theravance Biopharma, Inc. (“Biopharma”). If you have any questions about your Adjusted Theravance Awards or how to effect a particular stock plan transaction, please contact our stock administrator.

### Adjustments to Theravance Incentive Stock Options

The following adjustments apply to Theravance Options that are “incentive stock options” under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance ISO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance ISO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance ISOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance ISO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
  - Certain exercises of your Adjusted Theravance ISOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance ISOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance ISOs and when those restrictions will be lifted.
  - If your Award Agreement currently permits you to pay the exercise price of your Theravance ISOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance ISOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.
-

- No other changes will be made to Theravance ISOs. Effective as of the Spin-Off, your service with Theravance will terminate and any Adjusted Theravance ISOs must be exercised within the applicable post-termination exercise period (or, if sooner, prior to the expiration date applicable to the option). For avoidance of doubt, the provision of transition services to Theravance on behalf of Biopharma does not count as “service” for purpose of your Adjusted Theravance ISOs.

#### **Adjustments to Theravance Nonstatutory Stock Options**

The following adjustments apply to Theravance Options that are nonstatutory stock options under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance NSO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance NSO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance NSOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance NSO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
- Certain exercises of your Adjusted Theravance NSOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance NSOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance NSOs and when those restrictions will be lifted.
- For all purposes related to your Adjusted Theravance NSOs and the applicable stock option agreements (including vesting, exercisability and expiration of your Adjusted Theravance NSOs), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in either the Theravance, Inc. Change in Control Severance Plan or the Theravance, Inc. 2009 Change in Control Severance Plan (each, a “Severance Plan”), your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance NSOs will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance NSOs will vest and become exercisable in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- If your Award Agreement currently permits you to pay the exercise price of your Theravance NSOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance NSOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.

#### **Adjustments to Theravance RSUs**

- The number of Theravance restricted stock units subject to each outstanding Theravance RSU Award will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock. The adjusted number of Theravance restricted stock units subject to each Adjusted Theravance RSU Award can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on E\*Trade website when the adjustments have been completed.
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- For all purposes related to your Adjusted Theravance RSU Awards and the applicable restricted stock unit agreements (including vesting and forfeiture of your Adjusted Theravance RSU Awards), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSU Awards will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSU Awards will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- The 10b5-1 Plans in the Award Agreements applicable to your Theravance RSU Awards will remain in effect following the Spin-Off.

#### **Adjustments to Theravance RSAs**

- No adjustment will be made in the number of outstanding Theravance RSAs in connection with the Spin-Off. However, as a Theravance stockholder, you will receive shares of Biopharma in the Spin-Off with respect to your Theravance RSAs that are outstanding on the record date for the Spin-Off. As provided in your Theravance restricted stock agreements, the Biopharma shares distributed in respect of your Theravance RSAs will be subject to the same terms and conditions, including vesting and forfeiture, as apply to the applicable Adjusted Theravance RSAs.
  - For all purposes related to your Adjusted Theravance RSAs and the applicable restricted stock agreements (including vesting and forfeiture of your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs), your continuous service as an employee (or, if the applicable Award Agreement currently permits it, as a consultant) of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
  - Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSAs (and the related Biopharma shares distributed in respect of your Theravance RSAs) will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSAs (including the related Biopharma shares distributed in respect of your Theravance RSAs) will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after the change in control.
  - The 10b5-1 Plans in your Award Agreement(s) will remain in effect following the Spin-Off for your Adjusted Theravance RSAs. After the Spin-Off, you will also need to satisfy the withholding tax obligations for Biopharma shares distributed in respect of your Theravance RSAs.
  - Because you will become an officer of Biopharma who is subject to Section 16(a) of the Securities Exchange Act of 1934 (a “Biopharma Section 16 Insider”) in connection with the Spin-Off, you may elect to satisfy the withholding taxes on any Biopharma shares distributed in respect of your Theravance RSAs by having Biopharma withhold a number of Biopharma shares that would otherwise be released to you upon vesting with a fair market value not in excess of the amount necessary to satisfy the minimum withholding amount on such shares (this method of satisfying withholding taxes is referred to as “stock withholding”), provided that the Biopharma Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Biopharma Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
  - In the event that the Biopharma Board of Directors or Compensation Committee withdraws consent for stock withholding or you are no longer a Biopharma Section 16 Insider, it will be necessary for you to satisfy the withholding obligations related to the Biopharma shares distributed in respect of your Theravance RSAs by means of another method permitted by your Award Agreement.
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## Definitions

The following definitions will apply to your Adjusted Theravance Awards:

- “**Subsidiary**” means any corporation (other than Biopharma) in an unbroken chain of corporations beginning with the Biopharma, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Affiliate**” means any entity other than a Subsidiary, if Biopharma and/or one or more Subsidiaries own not less than 50% of such entity.
  - “**Parent**” means any corporation (other than Biopharma) in an unbroken chain of corporations ending with Biopharma, if each of the corporations other than Biopharma owns stock possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Involuntary Termination**” means a termination of your service by reason of (i) an involuntary dismissal or discharge by Biopharma (or the Parent, Subsidiary or Affiliate employing you) for reasons other than Cause or (ii) your voluntary resignation following one of the following that is effected by Biopharma (or the Parent, Subsidiary or Affiliate) employing you without your consent (A) a change in your position with Biopharma (or the Parent, Subsidiary or Affiliate employing you) which materially reduces your level of responsibility, (B) a material reduction in your base compensation or (C) a relocation of your workplace by more than fifty miles from your workplace immediately prior to the Change in Control (as defined in the Biopharma 2013 Equity Incentive Plan) that also materially increases your one-way commute, provided that in either case a “separation from service” (as defined in the regulations under Code Section 409A) occurs. In order for your resignation under clause (ii) to constitute an “Involuntary Termination,” all of the following requirements must be satisfied: (1) you must provide notice to Biopharma of your intent to resign and assert an Involuntary Termination pursuant to clause (ii) within 90 days of the initial existence of one or more of the conditions set forth in subclauses (A) through (C), (2) Biopharma (or the Parent, Subsidiary or Affiliate employing you) will have 30 days from the date of such notice to remedy the condition and, if it does so, you may withdraw your resignation or resign without any vesting acceleration, and (3) any termination of service under clause (ii) must occur within two years of the initial existence of one or more of the conditions set forth in subclauses (A) through (C). Should Biopharma remedy the condition as set forth above and then one or more of the conditions arises again within two years following the occurrence of a Change in Control, you may assert clause (ii) again subject to all of the conditions set forth herein.
  - “**Cause**” means (i) the unauthorized use or disclosure of the confidential information or trade secrets of Biopharma, a Parent, Subsidiary or Affiliate, which use causes material harm to Biopharma, a Parent, Subsidiary or Affiliate, (ii) conviction of a felony under the laws of the United States or any state thereof, (iii) gross negligence or (iv) repeated failure to perform lawful assigned duties for thirty days after receiving written notification from Biopharma’s Board of Directors.
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[Theravance Biopharma, Inc. Logo]

May 12, 2014

Renee D. Gala

Dear Renee:

As you know, Theravance, Inc. ("Theravance") will spin-off its drug discovery and development business into a separate publicly traded company, Theravance Biopharma, Inc., a Cayman Islands corporation (the "Spin-Off"). You, together with substantially all of the current Theravance employees who are involved with its drug discovery and development business, will become an employee of Theravance Biopharma US, Inc., (the "Company" or "Theravance Biopharma US") shortly before the Spin-Off becomes effective. The Company is a wholly-owned Delaware operating subsidiary of Theravance Biopharma, Inc.

At Theravance Biopharma US, you will continue to work in the exempt position of Vice President, Finance, reporting to Rick Winningham. Your salary on an annualized basis will be \$313,500. Any accrued but unused vacation will rollover to Theravance Biopharma US and will be immediately available following your transition to Theravance Biopharma US. Annual vacation accrual will continue under the same accrual schedule formerly utilized at Theravance and you will receive credit under Theravance Biopharma US' vacation policy for your years of service at Theravance.

You will remain eligible to receive an annual discretionary bonus of up to 40% of your annual salary in 2014 (and each calendar year thereafter). Your 2014 bonus will be paid by the Company. As is currently required by Theravance's bonus program, you will be required to be an active employee in good standing at the time the bonus is paid in order to receive the bonus. The Company's bonus percentage targets may change from time-to-time at the sole discretion of the Board of Directors.

The Company will provide a similar comprehensive benefits package to that which you enjoyed at Theravance. Health and welfare benefits will include medical, vision and dental coverage, life insurance, long-term disability insurance, and a flexible spending plan. If you are a participant in the 401(k) plan, your account will be maintained, and you will continue to participate in the same plan with the same deferral and investment elections following your transfer of employment. If you do not currently participate in the plan, your transfer of employment will not impact your eligibility to become a participant. You will generally be eligible to participate in these benefit programs (or continue to participate, as applicable) immediately following the transition of your employment to Theravance Biopharma US. Theravance Biopharma, Inc. will also offer an Employee Stock Purchase Plan, although it has not yet been determined when the first offering period will commence.

Subject to the approval by the appropriate committee of the Theravance Biopharma, Inc. Board of Directors, you will be granted an option to purchase ordinary shares of Theravance Biopharma, Inc. at a per share purchase price equal to the fair market value of one Theravance Biopharma, Inc. ordinary share on the date of grant, which will be after the effective date of the Spin-Off. The number of shares subject to the option and the vesting and exercise details of your option grant will be set forth in your option paperwork. The option granted to you will be contingent on your execution of an Option Agreement and will be subject to all terms of the Theravance Biopharma, Inc. 2013 Equity Incentive Plan.

To the extent you hold outstanding equity awards granted to you by Theravance at the time of the Spin-Off, such awards (including outstanding stock options, restricted stock units and restricted stock awards) and the related stock option, restricted stock unit and restricted stock agreements will be adjusted. One of the primary purposes of these adjustments is to permit continued vesting of Theravance equity awards based on service to Theravance Biopharma, Inc. or any subsidiary thereof, including the Company, after the Spin-Off. These adjustments and other relevant information are set forth on Exhibit A. Except as described on Exhibit A, each of your adjusted Theravance equity awards will continue to be governed by the applicable Theravance award agreement and the Theravance equity plan under which the award was granted.

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In addition, in connection with the Spin-Off, the performance contingent cash award you were granted in March 2011 (the "TFIO Cash Award") and the related TFIO Performance Cash Award Agreement will be treated as set forth on Exhibit B.

In connection with the Spin-Off and the transition of your employment, you must sign the enclosed Proprietary Information and Inventions Agreement with Theravance Biopharma, Inc. In addition, we will need all employees to present documents establishing their legal right to work in the United States as required by the government's Form I-9. We will set up a time to meet with you to complete the necessary paperwork.

While we hope that your employment with Theravance Biopharma US will be mutually satisfactory, your employment status will remain at-will. As a result, both you and the Company are free to terminate the employment relationship at any time for any reason, with or without cause. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures to which you will be subject, may change from time-to-time, the "at-will" nature of your employment may only be changed in an express writing signed by you and a Senior Officer of the Company.

There are two copies of this letter enclosed; if all of the foregoing is satisfactory, please sign and date each copy to acknowledge your receipt and acceptance of the terms, and return one copy to me no later than May 23, 2014, saving the other copy for yourself. Your signature below also constitutes your agreement to the adjustments to all of your outstanding Theravance equity awards as described in Exhibit A and the treatment of your TFIO Cash Award as described in Exhibit B. Please also sign and return the enclosed Proprietary Information and Inventions Agreement. If we do not receive your completed paperwork by the due date your employment transition from Theravance to the Company will not occur.

We are very excited about the transition! Should you need further assistance, please don't hesitate to contact the Human Resources department.

Sincerely,

/s/ Rick Winningham  
Rick Winningham

Foregoing terms and conditions hereby accepted upon the effective date of the Spin-Off:

Signed:	<u>/s/ Renee D. Gala</u> Renee D. Gala
Date:	May 22, 2014

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## EXHIBIT A

### Adjustments to Your Theravance Equity Awards in Connection with the Spin-Off

This Exhibit A sets forth adjustments to your outstanding options to purchase shares of Theravance common stock (“Theravance Options”), awards of Theravance restricted stock units (“Theravance RSU Awards”) and Theravance restricted shares (“Theravance RSAs”) and, together with Theravance Options and Theravance RSU Awards, “Theravance Equity Awards”) granted to you by Theravance and the related stock option, restricted stock unit and restricted stock agreements (each, an “Award Agreement” and collectively the “Award Agreements”) in connection with the Spin-Off. These adjustments will apply to your Theravance Equity Awards outstanding immediately prior to the effective time of the Spin-Off. For your reference, a list of your currently outstanding Theravance Equity Awards can be found by logging into your E\*Trade Theravance Stock Plan Account. The adjustments described on this Exhibit A are being made in connection with the Spin-Off. If the Spin-Off does not occur for any reason, the adjustments described below will not be made to your Theravance Equity Awards and they will continue to be governed by their existing terms.

The Theravance Equity Awards, as adjusted, are referred to as “Adjusted Theravance Options” (including Adjusted Theravance ISOs and Adjusted Theravance NSOs, as defined below), “Adjusted Theravance RSU Awards” and “Adjusted Theravance RSAs” (collectively, “Adjusted Theravance Awards”). Except as described below, each of your Adjusted Theravance Awards will continue to be governed by (i) the applicable Award Agreement, as adjusted hereby, and (ii) the Theravance equity plan under which the Adjusted Theravance Award was granted.

You will not receive a new Award Agreement(s) to reflect the adjustments described below. Please keep a copy of this Exhibit A with the Award Agreement(s) applicable to your Adjusted Theravance Award(s) as evidence of the adjusted terms.

Following the Spin-Off, Theravance may delegate certain administrative responsibilities associated with the Adjusted Theravance Awards to Theravance Biopharma, Inc. (“Biopharma”). If you have any questions about your Adjusted Theravance Awards or how to effect a particular stock plan transaction, please contact our stock administrator.

### Adjustments to Theravance Incentive Stock Options

The following adjustments apply to Theravance Options that are “incentive stock options” under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance ISO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance ISO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance ISOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance ISO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
  - Certain exercises of your Adjusted Theravance ISOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance ISOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance ISOs and when those restrictions will be lifted.
  - If your Award Agreement currently permits you to pay the exercise price of your Theravance ISOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance ISOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.
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- No other changes will be made to Theravance ISOs. Effective as of the Spin-Off, your service with Theravance will terminate and any Adjusted Theravance ISOs must be exercised within the applicable post-termination exercise period (or, if sooner, prior to the expiration date applicable to the option). For avoidance of doubt, the provision of transition services to Theravance on behalf of Biopharma does not count as “service” for purpose of your Adjusted Theravance ISOs.

#### **Adjustments to Theravance Nonstatutory Stock Options**

The following adjustments apply to Theravance Options that are nonstatutory stock options under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance NSO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance NSO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance NSOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance NSO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
- Certain exercises of your Adjusted Theravance NSOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance NSOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance NSOs and when those restrictions will be lifted.
- For all purposes related to your Adjusted Theravance NSOs and the applicable stock option agreements (including vesting, exercisability and expiration of your Adjusted Theravance NSOs), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in either the Theravance, Inc. Change in Control Severance Plan or the Theravance, Inc. 2009 Change in Control Severance Plan (each, a “Severance Plan”), your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance NSOs will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance NSOs will vest and become exercisable in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- If your Award Agreement currently permits you to pay the exercise price of your Theravance NSOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance NSOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.

#### **Adjustments to Theravance RSUs**

- The number of Theravance restricted stock units subject to each outstanding Theravance RSU Award will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock. The adjusted number of Theravance restricted stock units subject to each Adjusted Theravance RSU Award can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on E\*Trade website when the adjustments have been completed.
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- For all purposes related to your Adjusted Theravance RSU Awards and the applicable restricted stock unit agreements (including vesting and forfeiture of your Adjusted Theravance RSU Awards), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSU Awards will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSU Awards will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- The 10b5-1 Plans in the Award Agreements applicable to your Theravance RSU Awards will remain in effect following the Spin-Off.

#### **Adjustments to Theravance RSAs**

- No adjustment will be made in the number of outstanding Theravance RSAs in connection with the Spin-Off. However, as a Theravance stockholder, you will receive shares of Biopharma in the Spin-Off with respect to your Theravance RSAs that are outstanding on the record date for the Spin-Off. As provided in your Theravance restricted stock agreements, the Biopharma shares distributed in respect of your Theravance RSAs will be subject to the same terms and conditions, including vesting and forfeiture, as apply to the applicable Adjusted Theravance RSAs.
  - For all purposes related to your Adjusted Theravance RSAs and the applicable restricted stock agreements (including vesting and forfeiture of your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs), your continuous service as an employee (or, if the applicable Award Agreement currently permits it, as a consultant) of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
  - Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSAs (and the related Biopharma shares distributed in respect of your Theravance RSAs) will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSAs (including the related Biopharma shares distributed in respect of your Theravance RSAs) will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after the change in control.
  - The 10b5-1 Plans in your Award Agreement(s) will remain in effect following the Spin-Off for your Adjusted Theravance RSAs. After the Spin-Off, you will also need to satisfy the withholding tax obligations for Biopharma shares distributed in respect of your Theravance RSAs.
  - Because you will become an officer of Biopharma who is subject to Section 16(a) of the Securities Exchange Act of 1934 (a “Biopharma Section 16 Insider”) in connection with the Spin-Off, you may elect to satisfy the withholding taxes on any Biopharma shares distributed in respect of your Theravance RSAs by having Biopharma withhold a number of Biopharma shares that would otherwise be released to you upon vesting with a fair market value not in excess of the amount necessary to satisfy the minimum withholding amount on such shares (this method of satisfying withholding taxes is referred to as “stock withholding”), provided that the Biopharma Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Biopharma Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
  - In the event that the Biopharma Board of Directors or Compensation Committee withdraws consent for stock withholding or you are no longer a Biopharma Section 16 Insider, it will be necessary for you to satisfy the withholding obligations related to the Biopharma shares distributed in respect of your Theravance RSAs by means of another method permitted by your Award Agreement.
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## Definitions

The following definitions will apply to your Adjusted Theravance Awards:

- **“Subsidiary”** means any corporation (other than Biopharma) in an unbroken chain of corporations beginning with the Biopharma, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - **“Affiliate”** means any entity other than a Subsidiary, if Biopharma and/or one or more Subsidiaries own not less than 50% of such entity.
  - **“Parent”** means any corporation (other than Biopharma) in an unbroken chain of corporations ending with Biopharma, if each of the corporations other than Biopharma owns stock possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - **“Involuntary Termination”** means a termination of your service by reason of (i) an involuntary dismissal or discharge by Biopharma (or the Parent, Subsidiary or Affiliate employing you) for reasons other than Cause or (ii) your voluntary resignation following one of the following that is effected by Biopharma (or the Parent, Subsidiary or Affiliate) employing you without your consent (A) a change in your position with Biopharma (or the Parent, Subsidiary or Affiliate employing you) which materially reduces your level of responsibility, (B) a material reduction in your base compensation or (C) a relocation of your workplace by more than fifty miles from your workplace immediately prior to the Change in Control (as defined in the Biopharma 2013 Equity Incentive Plan) that also materially increases your one-way commute, provided that in either case a “separation from service” (as defined in the regulations under Code Section 409A) occurs. In order for your resignation under clause (ii) to constitute an “Involuntary Termination,” all of the following requirements must be satisfied: (1) you must provide notice to Biopharma of your intent to resign and assert an Involuntary Termination pursuant to clause (ii) within 90 days of the initial existence of one or more of the conditions set forth in subclauses (A) through (C), (2) Biopharma (or the Parent, Subsidiary or Affiliate employing you) will have 30 days from the date of such notice to remedy the condition and, if it does so, you may withdraw your resignation or resign without any vesting acceleration, and (3) any termination of service under clause (ii) must occur within two years of the initial existence of one or more of the conditions set forth in subclauses (A) through (C). Should Biopharma remedy the condition as set forth above and then one or more of the conditions arises again within two years following the occurrence of a Change in Control, you may assert clause (ii) again subject to all of the conditions set forth herein.
  - **“Cause”** means (i) the unauthorized use or disclosure of the confidential information or trade secrets of Biopharma, a Parent, Subsidiary or Affiliate, which use causes material harm to Biopharma, a Parent, Subsidiary or Affiliate, (ii) conviction of a felony under the laws of the United States or any state thereof, (iii) gross negligence or (iv) repeated failure to perform lawful assigned duties for thirty days after receiving written notification from Biopharma’s Board of Directors.
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## EXHIBIT B

### Treatment of TFIO Cash Awards in Connection with the Spin-Off

#### First Payment Vesting

Subject to your continued employment with Theravance, the First Payment (as defined in your TFIO Performance Cash Award Agreement) shall vest on May 20, 2014.

#### Conversion to Time-Based Vesting

After taking into account the First Payment Vesting, a portion of your TFIO Cash Award outstanding as of the Spin-Off will be converted so that it vests solely based on your continuous service as an employee of Biopharma or any Parent (as defined below), Subsidiary (as defined below) or Affiliate (as defined below) thereof) for the 12 month period following the Spin-Off (as converted, the “Time-Based TFIO Cash Award”). The portion of your TFIO Cash Award that will be converted into a Time-Based TFIO Cash Award will be determined by multiplying the Conversion Percentage (as defined below) by the difference of the Maximum Amount (as defined in your TFIO Performance Cash Award Agreement) minus the First Payment.

#### Termination of Remaining Amount

Following the First Payment Vesting and the Conversion to Time-Based Vesting, the remaining portion of your TFIO Cash Award will be forfeited and terminated.

#### Change in Control

Notwithstanding anything to the contrary in your TFIO Performance Cash Award Agreement, your Time-Based TFIO Cash Award will not vest if you are subject to an “involuntary termination” (as defined your TFIO Performance Cash Award Agreement) within 3 months prior to or 24 months after a “change in control” (as defined in your TFIO Performance Cash Award Agreement) of Theravance. Rather, your Time-Based TFIO Cash Award will vest in full if, after the Spin-Off, you are subject to an Involuntary Termination (as defined below) within 3 months prior to or 24 months following a Change in Control of Biopharma (as defined in the Biopharma 2013 Equity Incentive Plan).

#### Additional Information

You will receive an email following the Spin-Off letting you know the actual portion of your TFIO Cash Award that was converted into a Time-Based TFIO Cash Award.

Except for the “First Payment Vesting” described above, if the Spin-Off does not occur for any reason, the adjustments described above will not be made to your TFIO Cash Award and it will continue to be governed by its existing terms. Subject to your continued employment with Theravance, the First Payment Vesting will occur regardless of whether the Spin-Off occurs as the performance-based conditions applicable to the First Payment have been achieved. Except as described above, your TFIO Cash Award will continue to be governed by (i) your TFIO Performance Cash Award Agreement, as adjusted hereby, and (ii) the Theravance, Inc. 2004 Equity Incentive Plan.

You will not receive a new Award Agreement to reflect the adjustments described above. Please keep a copy of this Exhibit B with your TFIO Performance Cash Award Agreement as evidence of the adjusted terms.

#### Definitions

The following definitions will apply to your Time-Based TFIO Cash Award:

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- “Subsidiary” means any corporation (other than Biopharma) in an unbroken chain of corporations beginning with the Biopharma, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
- “Affiliate” means any entity other than a Subsidiary, if Biopharma and/or one or more Subsidiaries own not less than 50% of such entity.
- “Parent” means any corporation (other than Biopharma) in an unbroken chain of corporations ending with Biopharma, if each of the corporations other than Biopharma owns stock possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
- “Involuntary Termination” means a termination of your service by reason of (i) an involuntary dismissal or discharge by Biopharma (or the Parent, Subsidiary or Affiliate employing you) for reasons other than Cause or (ii) your voluntary resignation following one of the following that is effected by Biopharma (or the Parent, Subsidiary or Affiliate) employing you without your consent (A) a change in your position with Biopharma (or the Parent, Subsidiary or Affiliate employing you) which materially reduces your level of responsibility, (B) a material reduction in your base compensation or (C) a relocation of your workplace by more than fifty miles from your workplace immediately prior to the Change in Control (as defined in the Biopharma 2013 Equity Incentive Plan) that also materially increases your one-way commute, provided that in either case a “separation from service” (as defined in the regulations under Code Section 409A) occurs. In order for your resignation under clause (ii) to constitute an “Involuntary Termination,” all of the following requirements must be satisfied: (1) you must provide notice to Biopharma of your intent to resign and assert an Involuntary Termination pursuant to clause (ii) within 90 days of the initial existence of one or more of the conditions set forth in subclauses (A) through (C), (2) Biopharma (or the Parent, Subsidiary or Affiliate employing you) will have 30 days from the date of such notice to remedy the condition and, if it does so, you may withdraw your resignation or resign without any vesting acceleration, and (3) any termination of service under clause (ii) must occur within two years of the initial existence of one or more of the conditions set forth in subclauses (A) through (C). Should Biopharma remedy the condition as set forth above and then one or more of the conditions arises again within two years following the occurrence of a Change in Control, you may assert clause (ii) again subject to all of the conditions set forth herein.
- “Cause” means (i) the unauthorized use or disclosure of the confidential information or trade secrets of Biopharma, a Parent, Subsidiary or Affiliate, which use causes material harm to Biopharma, a Parent, Subsidiary or Affiliate, (ii) conviction of a felony under the laws of the United States or any state thereof, (iii) gross negligence or (iv) repeated failure to perform lawful assigned duties for thirty days after receiving written notification from Biopharma’s Board of Directors.
- “Conversion Percentage” means the lesser of: (i) 100% and (ii) with rounding down to the nearest percentage, the product of 100 multiplied by the quotient of (a) the Spin-Off Value (as defined below) minus the Base Value (as defined in your TFIO Performance Cash Award Agreement), divided by (b) the Base Value.
- “Spin-Off Value” means the sum of: (i) the volume-weighted average price of one Biopharma common share for the first ten (10) trading days following the effective time of the Spin-Off divided by 3.5, plus (ii) the volume-weighted average price of one share of Theravance common stock for the first ten (10) trading days following the effective time of the Spin-Off; provided, that, if the ratio of shares of Theravance to Biopharma is greater than or less than 3.5:1, then the amount used in clause (i) shall be adjusted to reflect the actual ratio in the Spin-Off.

#### Example

*The following example of the treatment of your TFIO Cash Award in connection with the Spin-Off is for illustration purposes only and does not reflect the actual adjustments that may be made to your TFIO Cash Award in connection with the Spin-Off.*

For purposes of this example, assume Joe has a TFIO Cash Award with a First Payment of \$250,000 and a Maximum Amount of \$1,000,000. Assume further that the Base Value is \$24.73 and the Spin-Off Value is \$35.

Based on these assumptions:

- The First Payment of \$250,000 will vest on May 20, 2014, subject to Joe’s continuous employment with Theravance through such date.
  - The Conversion Percentage would be 41% ( $100 \times ((35 - 24.73) / 24.73)$ ), rounded down to the nearest whole percentage.
  - After the First Payment Vesting, \$750,000 of the Maximum Amount will remain. \$307,500 of the Maximum Amount will be converted to a Time-Based TFIO Cash Award ( $\$750,000 \times 41\%$ ).
  - The remaining \$442,500 of the Maximum Amount ( $\$1,000,000 - \$250,000 - \$307,500$ ) will be terminated.
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[Theravance Biopharma, Inc. Logo]

May 12, 2014

Jeffrey D. Jonker

Dear Jeff:

As you know, Theravance, Inc. ("Theravance") will spin-off its drug discovery and development business into a separate publicly traded company, Theravance Biopharma, Inc., a Cayman Islands corporation (the "Spin-Off"). You, together with substantially all of the current Theravance employees who are involved with its drug discovery and development business, will become an employee of Theravance Biopharma US, Inc., (the "Company" or "Theravance Biopharma US") shortly before the Spin-Off becomes effective. The Company is a wholly-owned Delaware operating subsidiary of Theravance Biopharma, Inc.

At Theravance Biopharma US, you will continue to work in the exempt position of Senior Vice President, Corporate and Business Development, reporting to Rick Winningham. Your salary on an annualized basis will be \$375,000. Any accrued but unused vacation will rollover to Theravance Biopharma US and will be immediately available following your transition to Theravance Biopharma US. Annual vacation accrual will continue under the same accrual schedule formerly utilized at Theravance and you will receive credit under Theravance Biopharma US' vacation policy for your years of service at Theravance.

You will remain eligible to receive an annual discretionary bonus of up to 50% of your annual salary in 2014 (and each calendar year thereafter). Your 2014 bonus will be paid by the Company. As is currently required by Theravance's bonus program, you will be required to be an active employee in good standing at the time the bonus is paid in order to receive the bonus. The Company's bonus percentage targets may change from time-to-time at the sole discretion of the Board of Directors.

The Company will provide a similar comprehensive benefits package to that which you enjoyed at Theravance. Health and welfare benefits will include medical, vision and dental coverage, life insurance, long-term disability insurance, and a flexible spending plan. If you are a participant in the 401(k) plan, your account will be maintained, and you will continue to participate in the same plan with the same deferral and investment elections following your transfer of employment. If you do not currently participate in the plan, your transfer of employment will not impact your eligibility to become a participant. You will generally be eligible to participate in these benefit programs (or continue to participate, as applicable) immediately following the transition of your employment to Theravance Biopharma US. Theravance Biopharma, Inc. will also offer an Employee Stock Purchase Plan, although it has not yet been determined when the first offering period will commence.

Subject to the approval by the appropriate committee of the Theravance Biopharma, Inc. Board of Directors, you will be granted an option to purchase ordinary shares of Theravance Biopharma, Inc. at a per share purchase price equal to the fair market value of one Theravance Biopharma, Inc. ordinary share on the date of grant, which will be after the effective date of the Spin-Off. The number of shares subject to the option and the vesting and exercise details of your option grant will be set forth in your option paperwork. The option granted to you will be contingent on your execution of an Option Agreement and will be subject to all terms of the Theravance Biopharma, Inc. 2013 Equity Incentive Plan.

To the extent you hold outstanding equity awards granted to you by Theravance at the time of the Spin-Off, such awards (including outstanding stock options, restricted stock units and restricted stock awards) and the related stock option, restricted stock unit and restricted stock agreements will be adjusted. One of the primary purposes of these adjustments is to permit continued vesting of Theravance equity awards based on service to Theravance Biopharma, Inc. or any subsidiary thereof, including the Company, after the Spin-Off. These adjustments and other relevant information are set forth on Exhibit A. Except as described on Exhibit A, each of your adjusted Theravance equity awards will continue to be governed by the applicable Theravance award agreement and the Theravance equity plan under which the award was granted.

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In connection with the Spin-Off and the transition of your employment, you must sign the enclosed Proprietary Information and Inventions Agreement with Theravance Biopharma, Inc. In addition, we will need all employees to present documents establishing their legal right to work in the United States as required by the government's Form I-9. We will set up a time to meet with you to complete the necessary paperwork.

While we hope that your employment with Theravance Biopharma US will be mutually satisfactory, your employment status will remain at-will. As a result, both you and the Company are free to terminate the employment relationship at any time for any reason, with or without cause. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures to which you will be subject, may change from time-to-time, the "at-will" nature of your employment may only be changed in an express writing signed by you and a Senior Officer of the Company.

There are two copies of this letter enclosed; if all of the foregoing is satisfactory, please sign and date each copy to acknowledge your receipt and acceptance of the terms, and return one copy to me no later than May 23, 2014, saving the other copy for yourself. Your signature below also constitutes your agreement to the adjustments to all of your outstanding Theravance equity awards as described in Exhibit A. Please also sign and return the enclosed Proprietary Information and Inventions Agreement. If we do not receive your completed paperwork by the due date your employment transition from Theravance to the Company will not occur.

We are very excited about the transition! Should you need further assistance, please don't hesitate to contact the Human Resources department.

Sincerely,

/s/ Rick Winningham

Rick Winningham

Foregoing terms and conditions hereby accepted upon the effective date of the Spin-Off:

Signed: /s/ Jeffrey D. Jonker  
Jeffrey D. Jonker

Date: May 20, 2014

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## EXHIBIT A

### Adjustments to Your Theravance Equity Awards in Connection with the Spin-Off

This Exhibit A sets forth adjustments to your outstanding options to purchase shares of Theravance common stock (“Theravance Options”), awards of Theravance restricted stock units (“Theravance RSU Awards”) and Theravance restricted shares (“Theravance RSAs”) and, together with Theravance Options and Theravance RSU Awards, “Theravance Equity Awards”) granted to you by Theravance and the related stock option, restricted stock unit and restricted stock agreements (each, an “Award Agreement” and collectively the “Award Agreements”) in connection with the Spin-Off. These adjustments will apply to your Theravance Equity Awards outstanding immediately prior to the effective time of the Spin-Off. For your reference, a list of your currently outstanding Theravance Equity Awards can be found by logging into your E\*Trade Theravance Stock Plan Account. The adjustments described on this Exhibit A are being made in connection with the Spin-Off. If the Spin-Off does not occur for any reason, the adjustments described below will not be made to your Theravance Equity Awards and they will continue to be governed by their existing terms.

The Theravance Equity Awards, as adjusted, are referred to as “Adjusted Theravance Options” (including Adjusted Theravance ISOs and Adjusted Theravance NSOs, as defined below), “Adjusted Theravance RSU Awards” and “Adjusted Theravance RSAs” (collectively, “Adjusted Theravance Awards”). Except as described below, each of your Adjusted Theravance Awards will continue to be governed by (i) the applicable Award Agreement, as adjusted hereby, and (ii) the Theravance equity plan under which the Adjusted Theravance Award was granted.

You will not receive a new Award Agreement(s) to reflect the adjustments described below. Please keep a copy of this Exhibit A with the Award Agreement(s) applicable to your Adjusted Theravance Award(s) as evidence of the adjusted terms.

Following the Spin-Off, Theravance may delegate certain administrative responsibilities associated with the Adjusted Theravance Awards to Theravance Biopharma, Inc. (“Biopharma”). If you have any questions about your Adjusted Theravance Awards or how to effect a particular stock plan transaction, please contact our stock administrator.

### Adjustments to Theravance Incentive Stock Options

The following adjustments apply to Theravance Options that are “incentive stock options” under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance ISO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance ISO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance ISOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance ISO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
  - Certain exercises of your Adjusted Theravance ISOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance ISOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance ISOs and when those restrictions will be lifted.
  - If your Award Agreement currently permits you to pay the exercise price of your Theravance ISOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance ISOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.
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- No other changes will be made to Theravance ISOs. Effective as of the Spin-Off, your service with Theravance will terminate and any Adjusted Theravance ISOs must be exercised within the applicable post-termination exercise period (or, if sooner, prior to the expiration date applicable to the option). For avoidance of doubt, the provision of transition services to Theravance on behalf of Biopharma does not count as “service” for purpose of your Adjusted Theravance ISOs.

#### **Adjustments to Theravance Nonstatutory Stock Options**

The following adjustments apply to Theravance Options that are nonstatutory stock options under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance NSO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance NSO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance NSOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance NSO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
- Certain exercises of your Adjusted Theravance NSOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance NSOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance NSOs and when those restrictions will be lifted.
- For all purposes related to your Adjusted Theravance NSOs and the applicable stock option agreements (including vesting, exercisability and expiration of your Adjusted Theravance NSOs), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in either the Theravance, Inc. Change in Control Severance Plan or the Theravance, Inc. 2009 Change in Control Severance Plan (each, a “Severance Plan”), your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance NSOs will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance NSOs will vest and become exercisable in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- If your Award Agreement currently permits you to pay the exercise price of your Theravance NSOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance NSOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.

#### **Adjustments to Theravance RSUs**

- The number of Theravance restricted stock units subject to each outstanding Theravance RSU Award will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock. The adjusted number of Theravance restricted stock units subject to each Adjusted Theravance RSU Award can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on E\*Trade website when the adjustments have been completed.
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- For all purposes related to your Adjusted Theravance RSU Awards and the applicable restricted stock unit agreements (including vesting and forfeiture of your Adjusted Theravance RSU Awards), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSU Awards will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSU Awards will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- You currently have the ability to satisfy withholding taxes due in connection with the settlement of your Theravance RSU Awards by having Theravance withhold a portion of the shares that would otherwise be released to you upon settlement of your Theravance RSU Awards (this method of satisfying withholding taxes is referred to as “stock withholding”). Pursuant to the terms of your Theravance RSU Awards, the Theravance Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Theravance Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted. In the event the Theravance Board of Directors or Compensation Committee withdraws their consent for stock withholding, it will be necessary for you to satisfy the tax withholding obligations related to your Theravance RSU Awards by means of another method permitted by your Award Agreement.

#### **Adjustments to Theravance RSAs**

- No adjustment will be made in the number of outstanding Theravance RSAs in connection with the Spin-Off. However, as a Theravance stockholder, you will receive shares of Biopharma in the Spin-Off with respect to your Theravance RSAs that are outstanding on the record date for the Spin-Off. As provided in your Theravance restricted stock agreements, the Biopharma shares distributed in respect of your Theravance RSAs will be subject to the same terms and conditions, including vesting and forfeiture, as apply to the applicable Adjusted Theravance RSAs.
  - For all purposes related to your Adjusted Theravance RSAs and the applicable restricted stock agreements (including vesting and forfeiture of your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs), your continuous service as an employee (or, if the applicable Award Agreement currently permits it, as a consultant) of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
  - Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSAs (and the related Biopharma shares distributed in respect of your Theravance RSAs) will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSAs (including the related Biopharma shares distributed in respect of your Theravance RSAs) will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after the change in control.
  - You currently have the ability to satisfy withholding taxes due in connection with the vesting of your Theravance RSAs by having Theravance withhold a portion of the shares that would otherwise be released to you upon vesting of your Theravance RSAs (this method of satisfying withholding taxes is referred to as “stock withholding”). However, pursuant to the terms of your Theravance RSAs, the Theravance Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Theravance Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
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- After the Spin-Off, you will also need to satisfy the withholding tax obligations for Biopharma shares distributed in respect of your Theravance RSAs. Because you will become an officer of Biopharma who is subject to Section 16(a) of the Securities Exchange Act of 1934 (a “Biopharma Section 16 Insider”) in connection with the Spin-Off, you may elect to satisfy the withholding taxes on any Biopharma shares distributed in respect of your Theravance RSAs by having Biopharma withhold a number of Biopharma shares that would otherwise be released to you upon vesting with a fair market value not in excess of the amount necessary to satisfy the minimum withholding amount on such shares, provided that the Biopharma Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Biopharma Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
- In the event that the Theravance and/or Biopharma Board of Directors or Compensation Committee withdraws consent for stock withholding, it will be necessary for you to satisfy the tax withholding obligations related to your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs, as applicable, by means of another method permitted by your Award Agreement.

## Definitions

The following definitions will apply to your Adjusted Theravance Awards:

- “**Subsidiary**” means any corporation (other than Biopharma) in an unbroken chain of corporations beginning with the Biopharma, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Affiliate**” means any entity other than a Subsidiary, if Biopharma and/or one or more Subsidiaries own not less than 50% of such entity.
  - “**Parent**” means any corporation (other than Biopharma) in an unbroken chain of corporations ending with Biopharma, if each of the corporations other than Biopharma owns stock possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Involuntary Termination**” means a termination of your service by reason of (i) an involuntary dismissal or discharge by Biopharma (or the Parent, Subsidiary or Affiliate employing you) for reasons other than Cause or (ii) your voluntary resignation following one of the following that is effected by Biopharma (or the Parent, Subsidiary or Affiliate) employing you without your consent (A) a change in your position with Biopharma (or the Parent, Subsidiary or Affiliate employing you) which materially reduces your level of responsibility, (B) a material reduction in your base compensation or (C) a relocation of your workplace by more than fifty miles from your workplace immediately prior to the Change in Control (as defined in the Biopharma 2013 Equity Incentive Plan) that also materially increases your one-way commute, provided that in either case a “separation from service” (as defined in the regulations under Code Section 409A) occurs. In order for your resignation under clause (ii) to constitute an “Involuntary Termination,” all of the following requirements must be satisfied: (1) you must provide notice to Biopharma of your intent to resign and assert an Involuntary Termination pursuant to clause (ii) within 90 days of the initial existence of one or more of the conditions set forth in subclauses (A) through (C), (2) Biopharma (or the Parent, Subsidiary or Affiliate employing you) will have 30 days from the date of such notice to remedy the condition and, if it does so, you may withdraw your resignation or resign without any vesting acceleration, and (3) any termination of service under clause (ii) must occur within two years of the initial existence of one or more of the conditions set forth in subclauses (A) through (C). Should Biopharma remedy the condition as set forth above and then one or more of the conditions arises again within two years following the occurrence of a Change in Control, you may assert clause (ii) again subject to all of the conditions set forth herein.
  - “**Cause**” means (i) the unauthorized use or disclosure of the confidential information or trade secrets of Biopharma, a Parent, Subsidiary or Affiliate, which use causes material harm to Biopharma, a Parent, Subsidiary or Affiliate, (ii) conviction of a felony under the laws of the United States or any state thereof, (iii) gross negligence or (iv) repeated failure to perform lawful assigned duties for thirty days after receiving written notification from Biopharma’s Board of Directors.
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[Theravance Biopharma, Inc. Logo]

May 12, 2014

Frank Pasqualone

Dear Frank:

As you know, Theravance, Inc. ("Theravance") will spin-off its drug discovery and development business into a separate publicly traded company, Theravance Biopharma, Inc., a Cayman Islands corporation (the "Spin-Off"). You, together with substantially all of the current Theravance employees who are involved with its drug discovery and development business, will become an employee of Theravance Biopharma US, Inc., (the "Company" or "Theravance Biopharma US") shortly before the Spin-Off becomes effective. The Company is a wholly-owned Delaware operating subsidiary of Theravance Biopharma, Inc.

At Theravance Biopharma US, you will continue to work in the exempt position of Senior Vice President, Operations, reporting to Rick Winningham. Your salary on an annualized basis will be \$475,000. Any accrued but unused vacation will rollover to Theravance Biopharma US and will be immediately available following your transition to Theravance Biopharma US. Annual vacation accrual will continue under the same accrual schedule formerly utilized at Theravance and you will receive credit under Theravance Biopharma US' vacation policy for your years of service at Theravance.

You will remain eligible to receive an annual discretionary bonus of up to 50% of your annual salary in 2014 (and each calendar year thereafter). Your 2014 bonus will be paid by the Company. As is currently required by Theravance's bonus program, you will be required to be an active employee in good standing at the time the bonus is paid in order to receive the bonus. The Company's bonus percentage targets may change from time-to-time at the sole discretion of the Board of Directors.

The Company will provide a similar comprehensive benefits package to that which you enjoyed at Theravance. Health and welfare benefits will include medical, vision and dental coverage, life insurance, long-term disability insurance, and a flexible spending plan. If you are a participant in the 401(k) plan, your account will be maintained, and you will continue to participate in the same plan with the same deferral and investment elections following your transfer of employment. If you do not currently participate in the plan, your transfer of employment will not impact your eligibility to become a participant. You will generally be eligible to participate in these benefit programs (or continue to participate, as applicable) immediately following the transition of your employment to Theravance Biopharma US. Theravance Biopharma, Inc. will also offer an Employee Stock Purchase Plan, although it has not yet been determined when the first offering period will commence.

Subject to the approval by the appropriate committee of the Theravance Biopharma, Inc. Board of Directors, you will be granted an option to purchase ordinary shares of Theravance Biopharma, Inc. at a per share purchase price equal to the fair market value of one Theravance Biopharma, Inc. ordinary share on the date of grant, which will be after the effective date of the Spin-Off. The number of shares subject to the option and the vesting and exercise details of your option grant will be set forth in your option paperwork. The option granted to you will be contingent on your execution of an Option Agreement and will be subject to all terms of the Theravance Biopharma, Inc. 2013 Equity Incentive Plan.

To the extent you hold outstanding equity awards granted to you by Theravance at the time of the Spin-Off, such awards (including outstanding stock options, restricted stock units and restricted stock awards) and the related stock option, restricted stock unit and restricted stock agreements will be adjusted. One of the primary purposes of these adjustments is to permit continued vesting of Theravance equity awards based on service to Theravance Biopharma, Inc. or any subsidiary thereof, including the Company, after the Spin-Off. These adjustments and other relevant information are set forth on Exhibit A. Except as described on Exhibit A, each of your adjusted Theravance equity awards will continue to be governed by the applicable Theravance award agreement and the Theravance equity plan under which the award was granted.

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In connection with the Spin-Off and the transition of your employment, you must sign the enclosed Proprietary Information and Inventions Agreement with Theravance Biopharma, Inc. In addition, we will need all employees to present documents establishing their legal right to work in the United States as required by the government's Form I-9. We will set up a time to meet with you to complete the necessary paperwork.

As a condition of continuing employment with Theravance Biopharma, if you were hired by Theravance within the last year and the terms of your offer letter included an obligation to repay relocation expenses and/or a signing bonus if you left the Company before the expiration of one year of employment, by signing this offer letter you acknowledge and agree that any obligation of repayment shall remain in full force and effect. Should you decide to leave Theravance Biopharma US for any reason prior to the expiration of one year of employment (based on your original hire date with Theravance), you will repay the bonus or relocation expenses to Theravance Biopharma US.

While we hope that your employment with Theravance Biopharma US will be mutually satisfactory, your employment status will remain at-will. As a result, both you and the Company are free to terminate the employment relationship at any time for any reason, with or without cause. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures to which you will be subject, may change from time-to-time, the "at-will" nature of your employment may only be changed in an express writing signed by you and a Senior Officer of the Company.

There are two copies of this letter enclosed; if all of the foregoing is satisfactory, please sign and date each copy to acknowledge your receipt and acceptance of the terms, and return one copy to me no later than May 23, 2014, saving the other copy for yourself. Your signature below also constitutes your agreement to the adjustments to all of your outstanding Theravance equity awards as described in Exhibit A. Please also sign and return the enclosed Proprietary Information and Inventions Agreement. If we do not receive your completed paperwork by the due date your employment transition from Theravance to the Company will not occur.

We are very excited about the transition! Should you need further assistance, please don't hesitate to contact the Human Resources department.

Sincerely,

/s/ Rick Winningham  
Rick Winningham

Foregoing terms and conditions hereby accepted upon the effective date of the Spin-Off:

Signed: /s/ Frank Pasqualone  
Frank Pasqualone

Date: May 20, 2014

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## EXHIBIT A

### Adjustments to Your Theravance Equity Awards in Connection with the Spin-Off

This Exhibit A sets forth adjustments to your outstanding options to purchase shares of Theravance common stock (“Theravance Options”), awards of Theravance restricted stock units (“Theravance RSU Awards”) and Theravance restricted shares (“Theravance RSAs”) and, together with Theravance Options and Theravance RSU Awards, “Theravance Equity Awards”) granted to you by Theravance and the related stock option, restricted stock unit and restricted stock agreements (each, an “Award Agreement” and collectively the “Award Agreements”) in connection with the Spin-Off. These adjustments will apply to your Theravance Equity Awards outstanding immediately prior to the effective time of the Spin-Off. For your reference, a list of your currently outstanding Theravance Equity Awards can be found by logging into your E\*Trade Theravance Stock Plan Account. The adjustments described on this Exhibit A are being made in connection with the Spin-Off. If the Spin-Off does not occur for any reason, the adjustments described below will not be made to your Theravance Equity Awards and they will continue to be governed by their existing terms.

The Theravance Equity Awards, as adjusted, are referred to as “Adjusted Theravance Options” (including Adjusted Theravance ISOs and Adjusted Theravance NSOs, as defined below), “Adjusted Theravance RSU Awards” and “Adjusted Theravance RSAs” (collectively, “Adjusted Theravance Awards”). Except as described below, each of your Adjusted Theravance Awards will continue to be governed by (i) the applicable Award Agreement, as adjusted hereby, and (ii) the Theravance equity plan under which the Adjusted Theravance Award was granted.

You will not receive a new Award Agreement(s) to reflect the adjustments described below. Please keep a copy of this Exhibit A with the Award Agreement(s) applicable to your Adjusted Theravance Award(s) as evidence of the adjusted terms.

Following the Spin-Off, Theravance may delegate certain administrative responsibilities associated with the Adjusted Theravance Awards to Theravance Biopharma, Inc. (“Biopharma”). If you have any questions about your Adjusted Theravance Awards or how to effect a particular stock plan transaction, please contact our stock administrator.

### Adjustments to Theravance Incentive Stock Options

The following adjustments apply to Theravance Options that are “incentive stock options” under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance ISO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance ISO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance ISOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance ISO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
  - Certain exercises of your Adjusted Theravance ISOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance ISOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance ISOs and when those restrictions will be lifted.
  - If your Award Agreement currently permits you to pay the exercise price of your Theravance ISOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance ISOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.
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- No other changes will be made to Theravance ISOs. Effective as of the Spin-Off, your service with Theravance will terminate and any Adjusted Theravance ISOs must be exercised within the applicable post-termination exercise period (or, if sooner, prior to the expiration date applicable to the option). For avoidance of doubt, the provision of transition services to Theravance on behalf of Biopharma does not count as “service” for purpose of your Adjusted Theravance ISOs.

#### **Adjustments to Theravance Nonstatutory Stock Options**

The following adjustments apply to Theravance Options that are nonstatutory stock options under the federal tax laws immediately prior to the Spin-Off (each, a “Theravance NSO”):

- The per share exercise price and number of Theravance shares subject to each outstanding Theravance NSO will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock (as adjusted, the “Adjusted Theravance NSOs”). The adjusted exercise price and number of shares subject to each Adjusted Theravance NSO can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on the E\*Trade website when the adjustments have been completed.
- Certain exercises of your Adjusted Theravance NSOs may be restricted following the Spin-Off if a blackout period at Theravance is in effect at the time of the Spin-Off. Additionally, the exercise of your Adjusted Theravance NSOs will be restricted completely for a short period of time immediately following the Spin-Off to allow the adjustments to be completed. You will be notified of any restrictions that are placed on your ability to exercise your Adjusted Theravance NSOs and when those restrictions will be lifted.
- For all purposes related to your Adjusted Theravance NSOs and the applicable stock option agreements (including vesting, exercisability and expiration of your Adjusted Theravance NSOs), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in either the Theravance, Inc. Change in Control Severance Plan or the Theravance, Inc. 2009 Change in Control Severance Plan (each, a “Severance Plan”), your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance NSOs will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance NSOs will vest and become exercisable in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- If your Award Agreement currently permits you to pay the exercise price of your Theravance NSOs by either (i) surrendering (or attesting to the ownership of) shares of Theravance common stock that you already own or (ii) having Theravance withhold shares of Theravance common stock that would otherwise be issued upon exercise of the option, following the Spin-Off you will no longer have the right to elect such forms of payment. Instead, if you choose to exercise your Adjusted Theravance NSOs following the Spin-Off, you must pay the exercise price by means of another method permitted in the applicable Award Agreement.

#### **Adjustments to Theravance RSUs**

- The number of Theravance restricted stock units subject to each outstanding Theravance RSU Award will be adjusted to account for the effect of the Spin-Off on the value of Theravance’s common stock. The adjusted number of Theravance restricted stock units subject to each Adjusted Theravance RSU Award can be found by logging into your E\*Trade Theravance Stock Plan Account following the Spin-Off. An announcement will be posted on the Company’s Intranet and on E\*Trade website when the adjustments have been completed.
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- For all purposes related to your Adjusted Theravance RSU Awards and the applicable restricted stock unit agreements (including vesting and forfeiture of your Adjusted Theravance RSU Awards), your continuous service as an employee or consultant of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
- Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSU Awards will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSU Awards will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after that change in control.
- You currently have the ability to satisfy withholding taxes due in connection with the settlement of your Theravance RSU Awards by having Theravance withhold a portion of the shares that would otherwise be released to you upon settlement of your Theravance RSU Awards (this method of satisfying withholding taxes is referred to as “stock withholding”). Pursuant to the terms of your Theravance RSU Awards, the Theravance Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Theravance Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted. In the event the Theravance Board of Directors or Compensation Committee withdraws their consent for stock withholding, it will be necessary for you to satisfy the tax withholding obligations related to your Theravance RSU Awards by means of another method permitted by your Award Agreement.

#### **Adjustments to Theravance RSAs**

- No adjustment will be made in the number of outstanding Theravance RSAs in connection with the Spin-Off. However, as a Theravance stockholder, you will receive shares of Biopharma in the Spin-Off with respect to your Theravance RSAs that are outstanding on the record date for the Spin-Off. As provided in your Theravance restricted stock agreements, the Biopharma shares distributed in respect of your Theravance RSAs will be subject to the same terms and conditions, including vesting and forfeiture, as apply to the applicable Adjusted Theravance RSAs.
  - For all purposes related to your Adjusted Theravance RSAs and the applicable restricted stock agreements (including vesting and forfeiture of your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs), your continuous service as an employee (or, if the applicable Award Agreement currently permits it, as a consultant) of Biopharma or any Parent, Subsidiary or Affiliate thereof will be treated as “service” with Theravance.
  - Although you are currently eligible to participate in a Severance Plan, your eligibility to participate in such plan will terminate as of the Spin-Off. As a result, your Adjusted Theravance RSAs (and the related Biopharma shares distributed in respect of your Theravance RSAs) will no longer be eligible for vesting acceleration if you are subject to an “involuntary termination” (as defined in the applicable Severance Plan) in connection with or following a “change in control” (as defined in the applicable Severance Plan) of Theravance. However, your Adjusted Theravance RSAs (including the related Biopharma shares distributed in respect of your Theravance RSAs) will vest in full if, after the Spin-Off, Biopharma is subject to a “change in control” (as defined in the Biopharma 2013 Equity Incentive Plan as of the effective time of the Spin-Off) and you are subject to an “Involuntary Termination” (as defined below) within 3 months prior to or 24 months after the change in control.
  - You currently have the ability to satisfy withholding taxes due in connection with the vesting of your Theravance RSAs by having Theravance withhold a portion of the shares that would otherwise be released to you upon vesting of your Theravance RSAs (this method of satisfying withholding taxes is referred to as “stock withholding”). However, pursuant to the terms of your Theravance RSAs, the Theravance Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Theravance Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
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- After the Spin-Off, you will also need to satisfy the withholding tax obligations for Biopharma shares distributed in respect of your Theravance RSAs. Because you will become an officer of Biopharma who is subject to Section 16(a) of the Securities Exchange Act of 1934 (a “Biopharma Section 16 Insider”) in connection with the Spin-Off, you may elect to satisfy the withholding taxes on any Biopharma shares distributed in respect of your Theravance RSAs by having Biopharma withhold a number of Biopharma shares that would otherwise be released to you upon vesting with a fair market value not in excess of the amount necessary to satisfy the minimum withholding amount on such shares, provided that the Biopharma Board of Directors or Compensation Committee, in their sole discretion, may withdraw consent for stock withholding at any time with respect to future vesting dates. Notwithstanding the foregoing, the Biopharma Board of Directors and Compensation Committee will provide you with at least 90 days notice in the event that stock withholding will no longer be permitted.
- In the event that the Theravance and/or Biopharma Board of Directors or Compensation Committee withdraws consent for stock withholding, it will be necessary for you to satisfy the tax withholding obligations related to your Adjusted Theravance RSAs and the related Biopharma shares distributed in respect of your Theravance RSAs, as applicable, by means of another method permitted by your Award Agreement.

## Definitions

The following definitions will apply to your Adjusted Theravance Awards:

- “**Subsidiary**” means any corporation (other than Biopharma) in an unbroken chain of corporations beginning with the Biopharma, if each of the corporations other than the last corporation in the unbroken chain owns shares possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Affiliate**” means any entity other than a Subsidiary, if Biopharma and/or one or more Subsidiaries own not less than 50% of such entity.
  - “**Parent**” means any corporation (other than Biopharma) in an unbroken chain of corporations ending with Biopharma, if each of the corporations other than Biopharma owns stock possessing 50% or more of the total combined voting power of all classes of shares in one of the other corporations in such chain.
  - “**Involuntary Termination**” means a termination of your service by reason of (i) an involuntary dismissal or discharge by Biopharma (or the Parent, Subsidiary or Affiliate employing you) for reasons other than Cause or (ii) your voluntary resignation following one of the following that is effected by Biopharma (or the Parent, Subsidiary or Affiliate) employing you without your consent (A) a change in your position with Biopharma (or the Parent, Subsidiary or Affiliate employing you) which materially reduces your level of responsibility, (B) a material reduction in your base compensation or (C) a relocation of your workplace by more than fifty miles from your workplace immediately prior to the Change in Control (as defined in the Biopharma 2013 Equity Incentive Plan) that also materially increases your one-way commute, provided that in either case a “separation from service” (as defined in the regulations under Code Section 409A) occurs. In order for your resignation under clause (ii) to constitute an “Involuntary Termination,” all of the following requirements must be satisfied: (1) you must provide notice to Biopharma of your intent to resign and assert an Involuntary Termination pursuant to clause (ii) within 90 days of the initial existence of one or more of the conditions set forth in subclauses (A) through (C), (2) Biopharma (or the Parent, Subsidiary or Affiliate employing you) will have 30 days from the date of such notice to remedy the condition and, if it does so, you may withdraw your resignation or resign without any vesting acceleration, and (3) any termination of service under clause (ii) must occur within two years of the initial existence of one or more of the conditions set forth in subclauses (A) through (C). Should Biopharma remedy the condition as set forth above and then one or more of the conditions arises again within two years following the occurrence of a Change in Control, you may assert clause (ii) again subject to all of the conditions set forth herein.
  - “**Cause**” means (i) the unauthorized use or disclosure of the confidential information or trade secrets of Biopharma, a Parent, Subsidiary or Affiliate, which use causes material harm to Biopharma, a Parent, Subsidiary or Affiliate, (ii) conviction of a felony under the laws of the United States or any state thereof, (iii) gross negligence or (iv) repeated failure to perform lawful assigned duties for thirty days after receiving written notification from Biopharma’s Board of Directors.
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License Agreement

executed as of the date last below written (hereinafter referred to as "Effective Date") by and between

JANSSEN PHARMACEUTICA, Naamloze Vennootschap, a business corporation organized under the laws of Belgium, entered in the Trade Register of Turnhout under Nr. 4203, having its principal office at B-2340 Beerse (Belgium), Turnhoutseweg 30, facsimile: +32 14 602 443 (hereinafter referred to as "JANSSEN")

and

Theravance, INC., a business corporation organized under the laws of Delaware, United States of America, and having its principal office at South San Francisco, CA 94080, 901 Gateway Boulevard, facsimile: +1 650-808-6095 (hereinafter referred to as "THERAVANCE")

WITNESSETH

WHEREAS, JANSSEN has developed through its research a drug delivery system on the basis of cyclodextrin derivatives for the administration of therapeutic compounds with low aqueous solubility or chemical stability; and

WHEREAS, JANSSEN has accumulated and is the owner of certain proprietary information in connection with the use of hydroxypropyl-beta-cyclodextrin ("HPBCD") in pharmaceutical applications; and

WHEREAS, JANSSEN owns or controls certain patent and/or patent applications in connection with the use of HPBCD in pharmaceutical applications; and

WHEREAS, THERAVANCE intends to use HPBCD in the development and commercialisation of injectable glycopeptide antibiotics for the treatment of gram positive bacteria in humans (e.g., TD-6424), and has requested a license from JANSSEN under the above-mentioned patents and proprietary information for said purpose; and

WHEREAS, JANSSEN is willing to grant such a license under the terms and conditions set forth hereinafter.

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NOW, THEREFORE, in consideration of the premises, mutual covenants and obligations herein contained, it is agreed by and between the parties hereto as follows

**Article 1 : Definitions**

Each term defined below shall, for the purpose of this Agreement, have the following meaning unless the context clearly requires otherwise and the singular shall include the plural and vice versa:

- 1.1 “Affiliate” of a party to this Agreement shall mean any company which owns or controls at least forty per cent (40%) of the voting stock of such party or any other company at least forty per cent (40%) of whose voting stock is owned by or controlled by such owning or controlling company or by a party to this Agreement.
- 1.2 “Field” shall mean injectable glycopeptide antibiotics for the treatment of gram positive bacteria in humans.
- 1.3 “HPBCD” shall mean a selected hydroxypropyl derivative of beta-cyclodextrin for use in pharmaceutical applications, as covered by the Patents, which increases the aqueous solubility of drugs with a low aqueous solubility and/or chemical stability and the toxicological and pharmacokinetic profile of which is specified in the Know How.
- 1.4 “Know-How” shall mean all scientific and technical data, information and knowledge concerning HPBCD and the use thereof in pharmaceutical applications now or hereafter owned by or under the control of JANSSEN. Know-How shall include but shall not be limited to pharmaceutical data, the summary of the toxicological studies and specific data on the intravenous route and the summary of metabolism and kinetic studies of HPBCD, all as indicated in Exhibit II hereto and made a part hereof.
- 1.5 “Major Countries” shall mean any or all of the following: United States, UK, France, Germany, Spain and Italy.
- 1.6 “Net Sales” shall mean the amount billed, invoiced or received (whichever is first) on first sales of any Product to non-Affiliate third-party customers by THERAVANCE or by any Affiliate or sublicensee of THERAVANCE in the Territory, less:

- (a) Customary trade, quantity, or cash discounts and non-affiliated brokers' or agents' commissions actually allowed and taken, discounts, refunds, chargebacks, retroactive price adjustments, rebates, including but not limited to government mandated rebates, and any other allowances which effectively reduce the net selling price;
- (b) Amounts repaid or credited by reason of rejections or return; and/or
- (c) Any freight or other transportation costs, insurance charges, duties, tariffs and all sales and excise taxes based directly on sales or turnover or delivery or use of material produced under this Agreement and/or
- (d) Any other similar and customary deductions (as defined and accepted by generally accepted accounting principles ("GAAP")), actually incurred.

Net Sales shall not include sales of Product by THERAVANCE to its sub-licensees.

- 1.7 "Patents" shall mean the patents and patent applications owned or controlled (including patents that can be sublicensed) by JANSSEN or by any JANSSEN Affiliate claiming the use of HPBCD in pharmaceutical applications, including any continuations, continuations-in-part, divisions, reissues, renewals or extensions thereof or any supplementary protection certificate granted on the basis of the marketing authorisations obtained by THERAVANCE for the Product. An updated list of the Patents is attached hereto as Exhibit 1.
- 1.8 "Process Patents" shall mean the patent owned, or licensed by JANSSEN, as specifically listed in Exhibit B, that claims a process for preparing HPBCD, including any extensions thereof or any supplementary protection certificate relating thereto or any other patent or patent application hereafter acquired by JANSSEN under which JANSSEN is licensed with the right to sub-license and which patent or patent applications claimed pertain to the process of manufacturing HPBCD.
- 1.9 "Product" shall mean any pharmaceutical product in finished dosage form containing TD-6424 and HPBCD for the treatment of multi-drug resistant gram positive infections in humans the manufacture, use or sale of which infringes a Valid Claim of a Patent, and/or, utilises the proprietary information encompassed in the Know-How.



- 1.10 “Specifications” shall mean the basic specifications of HPBCD described in Exhibit III hereto and made a part hereof.
- 1.11 “Territory” shall mean the world.
- 1.12 “Valid Claim” shall mean a claim in a Patent which has not lapsed or become abandoned and which claim has not been declared invalid or that has not been finally rejected by a court of competent jurisdiction or a patent authority such as the European Patent Office or which has not been admitted to be invalid or unenforceable through reissue or disclaimer.

**Article 2 : Grant**

- 2.1 Subject to the terms and conditions of this Agreement, JANSSEN hereby grants THERAVANCE a world-wide sole license in the Field under the Patents (i.e. “sole license” means JANSSEN solely retains the right to practice under the Patents in the Field without the right to transfer, other than to an Affiliate, any rights under the Patents in the Field and THERAVANCE has an exclusive license under the Patents in the Field subject only to JANSSEN’s retained right) and a world-wide sole license in the Field under the Know-How for the sole purpose of developing, registering, making, having made, using and selling the Products and a non-exclusive license under the Process Patents for the sole purpose of making or having HPBCD made for the benefit of THERAVANCE, THERAVANCE’s Affiliates or THERAVANCE’s sublicensees for the Product in accordance with Article 5 below.
- 2.2 Promptly following the Effective Date, and thereafter during the term of this Agreement, JANSSEN shall disclose the Know-How to THERAVANCE or to regulatory agencies as THERAVANCE deems necessary for the exercise of its rights hereunder.
- 2.3 All rights herein granted, are personal to THERAVANCE and are indivisible and non-transferable, subject to Article 2.4 below, except that the rights granted to THERAVANCE may be exercised by any of THERAVANCE’s Affiliates.
- 2.4 THERAVANCE will be entitled to grant sublicenses for the Product to third parties. THERAVANCE will notify JANSSEN of any third party so sublicensed by THERAVANCE. THERAVANCE shall procure that any such third party so sublicensed

will abide by the obligations of this Agreement. In the event such a sublicense pertains to one or more Major Countries, THERAVANCE shall require Janssen's prior written approval, such approval not to be unreasonably withheld.

- 2.5 THERAVANCE acknowledges JANSSEN's representation that, depending on the nature and scope of the responsibilities sublicensed to such a third party in the United States, it may be necessary for JANSSEN to consult with the Public Health Services Office of Technology ("OTT") further to an agreement entered into between Janssen and OTT on March 26, 1998 ("OTT Agreement").

**Article 3 : Royalties - Milestone payments**

- 3.1 In consideration of the rights and licenses granted by JANSSEN to THERAVANCE, THERAVANCE agrees to pay a royalty of two and one half percent (2.5%) on Net Sales for the license under the Know-How and a royalty of two and one half percent (2.5%) on Net Sales for the license under the Patents.

- 3.2 THERAVANCE's obligation to pay Patent royalties hereunder will remain in effect on a country-by-country basis until expiration of the last Patent in the subject country having a Valid Claim covering the Product.

THERAVANCE's obligation to pay Know-How royalties shall remain in effect for a period of ten years following the first commercial sale of Product in any country of the Territory. No further Know-How royalties shall be payable after the expiry of the above ten-year period.

Notwithstanding the above, it is understood that the combined Patent and Know-How royalties payable by THERAVANCE shall amount to no less than four percent (4%) on a country-by-country basis for a period of five years following first commercial sale of the Product notwithstanding the prior expiry of the last Patent in the subject country having a Valid Claim covering the Product.

- 3.3 In consideration of the rights and licenses granted hereunder, THERAVANCE agrees to pay milestone payments to JANSSEN in accordance with the following schedule:

- US\$ 200,000 shall be paid within thirty (30) days following the execution of this Agreement;

- US\$ 300,000 shall be paid within thirty (30) days following the first filing by THERAVANCE of a marketing authorisation application in relation to the Product;
- US\$ 300,000 shall be paid within thirty (30) days following the approval of a marketing authorisation application in relation to the Product granted to THERAVANCE, any of its Affiliates or sub-licensee in the United States;
- US\$ 200,000 shall be paid within thirty (30) days following approval of the first marketing authorisation of the Product in the European Union.

The foregoing milestone payments are non-refundable and not creditable against future royalties. In the event that the Product fails at any stage prior to any of the above milestone payments becoming due, such remaining milestone payments shall be payable if the failed Product is replaced by THERAVANCE with a back-up compound in the Field which requires HPBCD for its development and/or commercialisation.

#### **Article 4 : Sales and Royalty Reports - Royalty Payments**

- 4.1 Ninety (90) days following each calendar quarter, THERAVANCE shall submit to JANSSEN a sales report showing its total sales of Product in Territory in units and Net Sales value. Such sales report shall also include a royalty report containing a calculation of the royalty due and payable to JANSSEN.
- 4.2 Together with such royalty report, THERAVANCE shall pay the royalty due and payable. All royalty payments to be made by THERAVANCE to JANSSEN shall be converted into US Dollars at the average rate of exchange for the calendar quarter for which royalty payments are being remitted according to THERAVANCE's normal procedures, as consistently applied by THERAVANCE for its other products.

All payments shall be made by wire transfer to a designated JANSSEN account within ninety (90) days following the end of each calendar quarter. In the event that royalties are payable with respect to Net Sales in a country whose currency cannot be freely converted, such currency shall be converted in accordance with the normal procedures consistently applied by THERAVANCE

- 4.3 Any income or other taxes which THERAVANCE is required by law to pay or withhold on behalf of JANSSEN with respect to milestones or royalties payable to JANSSEN under this Agreement shall be deducted from the amount due. THERAVANCE shall furnish JANSSEN with proof of such payments. Any such tax required to be paid or withheld shall be an expense of and borne solely by JANSSEN. THERAVANCE shall provide JANSSEN with a certificate or other documentary evidence to enable JANSSEN to support a claim for a refund or a foreign tax credit with respect to any such tax so withheld or deducted by THERAVANCE.
- 4.4 THERAVANCE shall keep true and accurate books clearly specifying its sales per country of Territory in Net Sales value as well as in units sold for the purpose of making such reports.

JANSSEN shall have the right to nominate an independent certified public accountant acceptable to and approved by THERAVANCE who shall have access, on reasonable notice, to THERAVANCE and its Affiliates' records during reasonable business hours for the purpose of verifying the royalties payable as provided in this Agreement for the two preceding years. This right may not be exercised more than once in any calendar year, and once a calendar year is audited it may not be re-audited. The said accountant shall disclose to JANSSEN only information for the purpose of verifying the accuracy of the royalty report and the royalty payments made according to this Agreement.

Any adjustment required by such audit shall be made within thirty (30) days of the determination by the accountants. If the adjustment payable to JANSSEN is greater than five percent (5%) of the amount paid for the calendar year, then the cost to JANSSEN for the audit shall be paid by THERAVANCE.

#### **Article 5 : Supply of HPBCD**

- 5.1 In order to be assured of a source being able to supply constant standard quality of pharmaceutical grade HPBCD complying with the Specifications and the toxicological and pharmacokinetic data contained in JANSSEN's Know-How, JANSSEN has entered into an agreement with ROQUETTE FRERES a manufacturer of cyclodextrins which agreement provides that HPBCD produced by ROQUETTE FRERES shall comply with the Specifications. The data contained within the JANSSEN Know-How have been validated utilising HPBCD supplied by the said supplier.

- 5.2 It will be the responsibility of THERAVANCE to procure supplies of HPBCD either from ROQUETTE FRERES or from an alternative supplier under terms and conditions to be agreed separately with such supplier, provided that, at THERAVANCE's request, JANSSEN shall assist THERAVANCE in its negotiations with ROQUETTE FRERES regarding the terms and conditions of supply of HPBCD. If despite good faith efforts ROQUETTES FRERES and THERAVANCE would be unable to enter into a supply agreement, THERAVANCE and JANSSEN will meet following THERAVANCE's request to discuss in good faith potential course of action, including the use of alternative suppliers. It is understood by THERAVANCE that to the extent it wants to utilise an alternative supplier, JANSSEN can not provide a guarantee that such supplier is capable of supplying pharmaceutical grade HPBCD nor that the specifications of such alternative supplier would comply with the data contained within the JANSSEN Know-How.

**Article 6 : Warranties**

- 6.1 JANSSEN represents and warrants to the best of its knowledge, that as of the date hereof it has title to and ownership of the Patents and Know-How.
- 6.2 JANSSEN makes no representation or warranty, express or implied, that the use of HPBCD shall eventually result in marketable Product. No further statement of warranty covering HPBCD shall be binding on JANSSEN without the written consent of an authorised officer of JANSSEN.
- 6.3 Each party further warrants that it has the right to enter into this Agreement and that it is under no obligation to any third party, express or implied, conflicting with the terms and conditions of this Agreement.
- 6.4 Nothing in this Agreement shall be considered as a warranty, either express or implied, that the use of HPBCD in Products will not infringe any third party's patent rights.

**Article 7 : Product liability**

- 7.1 THERAVANCE agrees to indemnify and hold JANSSEN harmless from and against all claims, actions, direct damages, losses, costs and expenses of any kind resulting from or arising out of claims by third parties based on product liability or similar theories

relating to the development, manufacturing, transportation, storage, promotion or sale of the Product, except to the extent such losses arose or resulted from faulty conduct or negligence by JANSSEN in supplying the Know-How and so long as (i) JANSSEN allows THERAVANCE to participate in or, at THERAVANCE's sole option but without any obligation, to conduct at THERAVANCE's expense the defense of a claim or action for which indemnification is sought under this Article, and (ii) JANSSEN does not compromise or settle such claim or action without THERAVANCE's prior written consent, which shall not be unreasonably withheld.

7.2 In no event shall THERAVANCE be liable for any consequential or indirect damage of JANSSEN whatsoever.

#### **Article 8 : Patent Infringement**

8.1 If either party learns of an infringement of a Patent by a third party, using HPBCD in the promotion or sale of a product substantially similar to a Product, the party learning of the alleged infringement shall promptly inform the other party.

8.1.1 In case of such an infringement, JANSSEN shall have the right (but not the obligation), in its own name and at its own cost, to either bring an enforcement action to stop the alleged infringement or settle with the alleged infringer; provided, however, that no such settlement shall diminish or otherwise affect THERAVANCE's rights hereunder, unless THERAVANCE gives its prior written consent. THERAVANCE will give reasonable assistance to JANSSEN in such action against a third party, including making available to JANSSEN records, information and evidence relevant to the infringement and, if necessary, being named a party in such action.

All sums awarded or received in settlement of such suit shall be equally divided between JANSSEN and THERAVANCE, after having reimbursed both parties for all reasonable out of pocket expenses incurred in bringing or assisting in such action.

8.1.2 Whenever JANSSEN elects not to take action against such infringement within a reasonable period of time not to exceed three (3) months THERAVANCE will have the right but not the obligation to take action in its own name, at its own expense and by counsel of its own choice.

JANSSEN will give all reasonable assistance in taking such action, including being a named party and making available to THERAVANCE records, information and evidence relevant to the infringement. THERAVANCE will be entitled to all recovery monies awarded or received in settlement of such suit. Any out of pocket expenses incurred by JANSSEN in assisting THERAVANCE in such action will be reimbursed by THERAVANCE out of the recovery monies awarded or received.

Whenever THERAVANCE so elects to take action JANSSEN will at any time be entitled to be represented in such action at its own cost and by counsel of its own choice.

THERAVANCE will in no event settle or consent to a judgement or other final disposition of a suit without the prior written approval of JANSSEN, which shall not unreasonably be withheld. Furthermore, whenever during such action, the infringing party would invoke a declaration of invalidity of the Patents, JANSSEN will be entitled to take over the direction of the suit.

- 8.1.3 In the event that all of the claims included within the Patents under which THERAVANCE is developing, registering, or selling the Product shall be held invalid or not infringed by a court of competent jurisdiction, whether or not there is a conflicting decision by another court of jurisdiction, THERAVANCE may pay the royalties which would have otherwise been due under the Patent on sales covered by such claims into an escrow account until such judgement shall be finally reversed by an unappealed or unappealable decree of a court of competent jurisdiction of higher authority, in which event royalty payments shall be resumed and the full amount in escrow shall become due and payable. In the event the judgement is upheld, the full escrow amount will revert to THERAVANCE and no further royalties under the Patents will be due.
- 8.2 THERAVANCE shall be responsible at its own cost and responsibility to defend against any claim or allegation that the development, manufacturing or commercialisation of the Product infringes a third party patent.

#### **Article 9 : Regulatory Matters**

- 9.1 THERAVANCE shall be responsible at its own cost to file and maintain the marketing authorisation applications in connection with Product and in general to procure any license, registration or approval required to use HPBCD in the import, manufacture and

sale of the Product in any country of Territory where THERAVANCE decides to commercialise Product.

All scientific and technical data, information and knowledge developed by THERAVANCE with respect to the Product, including the registration file shall be exclusively owned by THERAVANCE and JANSSEN shall have no right to use such THERAVANCE's information.

- 9.2 JANSSEN shall reasonably assist THERAVANCE whenever the regulatory authorities in any country of the Territory have questions in relation to HPBCD and the use thereof in pharmaceutical applications. Any request for additional information specifically related to HPBCD shall be referred to JANSSEN and JANSSEN shall use reasonable efforts to address the same in due time in consultation with THERAVANCE. To the extent necessary representatives of both parties will meet to discuss any such requests.

**Article 10 : Adverse Drug Reporting**

Each party will notify the other in writing of any adverse drug reaction or other unusual physiochemical, pharmacologic, toxicological or pharmacokinetic finding in relation to the use of HPBCD in the Product including, without limitation, any experimental or clinical use. The parties will establish a standard operating procedure in relation to ADE-reporting.

**Article 11 : Commercialisation**

All business decisions, including but not limited to the selection of the trademark(s) for Product, pricing, reimbursement, package design, sales and promotional activities and the decision to launch or continue to market a Product in a particular country in the Territory, shall be within the sole discretion and responsibility of THERAVANCE.

Notwithstanding the above it is agreed that THERAVANCE shall otherwise use reasonable efforts consistent with its normal business practices to market and promote Product. In doing so it will use the same level of effort as with its other, similar products of similar sales potential. Failure to use reasonable efforts as qualified herein can be considered a material breach in accordance with the provisions of Article 14.1.



#### **Article 12 : Confidentiality - Limitations on Use**

- 12.1 Neither party shall disclose proprietary or confidential information of the other party to any third party without prior written consent of the other party, except and to the extent as required by law, including without limitation to governmental regulatory agencies, and is thereafter publicly disclosed or made available to the public by operation of law, or except that any of such confidential and proprietary information can be shown by the receiving party's written records:
- (i) to be in its possession or in the possession of its employees prior to such disclosure to the receiving party; or
  - (ii) is now or hereafter becomes available as public knowledge or literature through no fault of the receiving party; or
  - (iii) is received by such party from an independent third party who did not receive the information directly or indirectly from the other party.

Such proprietary and confidential information shall be disclosed to each party's personnel only on a strict need-to-know basis.

The obligation of confidentiality contained in this Article, shall survive the expiration and/or termination of this Agreement for five (5) years.

- 12.2 In the event that THERAVANCE licenses the Product to third parties or otherwise involves third parties in the manufacturing and/or commercialisation of Product and such third party needs to receive certain Know-How, THERAVANCE shall, prior to disclosing any such Know-How enter into a confidentiality undertaking that is essentially similar to the one contained herein and shall in any event provide such Know-How on a strict need-to-know basis.

#### **Article 13 : Term**

Unless sooner terminated in accordance with the provisions of Article 14, this Agreement shall remain in full force and effect from the Effective Date until the date THERAVANCE has no further royalty obligation towards JANSSEN under the provisions of Article 3.

Upon termination of THERAVANCE's royalty obligations for Know-How, THERAVANCE will have a royalty-free right to use the Know-How in the manufacture, use and sale of Product.

**Article 14 : Termination**

- 14.1 In the event JANSSEN or THERAVANCE or their respective Affiliates (or licensees or distributors in case of THERAVANCE) are in breach of any of the respective obligations and conditions contained in this Agreement the other party shall be entitled to give the party in breach notice requiring it to make good such breach. If such breach constitutes a material breach and is not cured or there is no commencement of cure within sixty (60) days after receipt of such notice, including good faith efforts by senior management of both parties to overcome the issue, the notifying party shall be entitled (without prejudice to any of its other rights conferred on it by this Agreement) to terminate this Agreement by giving a notice to take effect immediately. The right of either party to terminate this Agreement in accordance with this Article 14.1 shall not be affected in any way by its waiver of, or failure to take action with respect to any previous breach.
- 14.2 In the event that one of the parties hereto shall go into liquidation, a receiver or a trustee be appointed over a significant and/or material property or estate of that party and said receiver or trustee is not removed within sixty (60) days, or the party makes an assignment for the benefit of creditors, and whether any of the aforesaid events be the outcome of the voluntary act of that party, or otherwise, the other party shall be entitled to terminate this Agreement forthwith by giving a written notice to the first party.
- 14.3 THERAVANCE may terminate this Agreement in its entirety upon one (1) month written notice to JANSSEN.

**Article 15 : Effects of Termination**

In case of termination of this Agreement in accordance with Article 14 and if there is no good faith dispute between the parties, THERAVANCE shall immediately refrain from formulating and selling or offering for sale Product in Territory and return all proprietary and confidential Know-How and information relative to HPBCD together with all physical embodiments thereof shall be returned to JANSSEN. Furthermore THERAVANCE shall make all payments accrued under this Agreement prior to the effective termination date

Notwithstanding the above, THERAVANCE may reasonably sell out its remaining stock of Product which THERAVANCE has in stock at the moment of termination of this Agreement, provided it shall pay the royalties due and payable on such sales.

**Article 16 : Force Majeure**

Neither party hereto shall be liable to the other party for failure or delay in meeting any obligation hereunder due to circumstances beyond such party's reasonable control such as, but not limited to, strikes, lockouts, acts of God, riots, war, fire, flood, embargoes, failure of power, acts of government or of any agency, provided that the party affected shall immediately inform the other party about the cause of such delay. The party so affected shall use its reasonable efforts to eliminate, cure and overcome any such causes and resume performance of its covenants with all possible speed.

**Article 17 : Severability**

If any clause or provision of this Agreement or the application of any such clause or provision in a particular context or to a particular situation or circumstance should be held unenforceable or otherwise in conflict with or in violation of any applicable law, by, or as a result of determination of any court, tribunal or authority acting in a judicial capacity of competent jurisdiction, the decision of which is binding upon the parties, the parties agree that such determination shall not affect the validity and application of such clause or provision in contexts, situations or circumstances other than that in or to which it is held unenforceable and shall only apply for those countries of the Territory amenable under the law applied by such tribunal, court or authority.

Parties further agree to replace any clause or provision so held unenforceable in a lawful manner, reflecting to the extent possible, the economic, business and other purposes of the clause or provision held void or unenforceable in such specific contexts, situations or circumstances.

**Article 18 : General provisions**

- 18.1 No damages shall be owed by either party to the other if this Agreement or any part of it is held invalid or void at any time by virtue of future acts of legislation.
- 18.2 Neither party shall assign or otherwise dispose of the whole or any part of its rights under this Agreement without the prior written consent of the other party, except that

either party may assign this Agreement to one of its Affiliates and except as provided in 18.5.

- 18.3 Neither party nor its employees or representatives are under any circumstances to be considered as employees or agents or representatives of the other party. Neither party nor its employees have the authority or power to bind the other party or contract in the other party's name.
- 18.4 Save as required by law, no announcement or circular in connection with the subject matter of this Agreement shall be made by or on behalf of JANSSEN or THERAVANCE without the prior approval of the other party, such approval not to be unreasonably withheld. This Agreement may be filed with regulatory authorities as required by law.
- 18.5 A change of control of THERAVANCE through a merger, acquisition or sale of substantially all assets (including the assets relating to the development of the Product) shall not by and of itself give rise to the right for JANSSEN to terminate the License, provided always that prior to the closing of any such transaction the acquiring party has agreed in writing to abide by the terms and conditions of the License Agreement.
- 18.6 No rights are granted by either party to the other except those expressly set forth in this Agreement.

**Article 19 : Dispute Resolution - Applicable Law**

The Parties hereto shall attempt to settle any dispute arising out of or relating to this Agreement in an amicable way. In the event that such attempts should fail, then the Parties can take such actions as are available at law under the laws of the State of New York, United States of America, with venue for any such dispute being New York City, New York..

**Article 20 : Notices**

Any notice required or permitted under this Agreement shall be made in writing either by registered mail or facsimile to the parties at their respective addresses first above written or as subsequently changed by notice duly given.

Notices by registered mail are deemed to be given after three (3) days of mailing. Notices by facsimile shall be deemed to be given one day after the date on which such notice has been given.

**Article 21 : Headings**

The section headings in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, JANSSEN and THERAVANCE have caused this instrument to be executed in duplicate by their respective duly authorised officers.

THERAVANCE, INC.  
This 14<sup>th</sup> day of May, 2002

(title) /s/ Brad Shafer  
Brad Shafer  
Senior Vice President  
General Counsel

By /s/ David Brinkley  
(title) David Brinkley  
Senior Vice President  
Commercial Development

JANSSEN PHARMACEUTICA N.V.  
This 14<sup>th</sup> day of May 2002

/s/ Rik Carlier  
Rik Carlier  
Licensing Director

/s/ Guy Vercauteren  
Guy Vercauteren  
International Vice President,  
Business Development

## EXHIBIT I

## PATENTS

## SCHEDULE A

Hydroxypropyl- $\beta$ -cyclodextrin patents (Müller)

“PHARMACEUTICAL COMPOSITIONS CONTAINING DRUGS WHICH ARE INSTABLE OR SPARINGLY SOLUBLE IN WATER AND METHODS FOR THEIR PREPARATION”

Country	Type	Application Number	Filing Date	Patent Number	Grant Date	Expiry Date	Abandonment Date
Australia	PCT	38352/85	20-Dec-84	565966	18-Jan-88	20-Dec-04	
Bahrain	REG			BP980	06-Apr-94	10-Mar-08	
Bermuda	REG			91	15-Feb-94	20-Dec-04	
Canada		470876	21-Dec-84	1222697	09-Jun-87	09-Jun-04	
Cyprus (Greek)	REG	1689	27-Jan-93	1689	29-Mar-93	20-Dec-04	
Denmark	PCT	3595/85	20-Dec-84			20-Dec-04	
EPO		84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Austria	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Belgium	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
France	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Germany	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Great Britain	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Italy	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Luxemburg	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Netherlands	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Sweden	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Switzerland	EPO	84115965	20-Dec-84	149197	21-Mar-90	20-Dec-04	
Finland	PCT	85/3198	20-Dec-84	86140	27-Jul-92	20-Dec-04	
Hong Kong	REG			1312/1993	25-Nov-93	20-Dec-04	
Hungary	PCT	795/85	20-Dec-84	200943	28-Apr-90	20-Dec-04	
Japan	PCT	500307/85	20-Dec-84	1852300	21-Jun-94	20-Dec-04	
Korea S.	PCT	85-700172	20-Dec-84	59912	03-Mar-93	20-Dec-04	
Norway	PCT	853070	20-Dec-84	171888	19-May-93	20-Dec-04	
PCT		PCT/EP84/00417	20-Dec-84				
Singapore	REG			248/93	16-Jun-93	20-Dec-04	
South Africa		84/10042	21-Dec-84	84/10042	25-Sep-85	21-Dec-04	
Tanganyika	REG			2465	30-Apr-93	20-Dec-04	
Trinidad & Tobago	REG			17/1993	16-Mar-93	20-Dec-04	
USA	PCT	06/756498	20-Dec-84				02-Nov-88
USA	CONT	07/264726	31-Oct-88				
Zanzibar	REG			P8/1993	22-Apr-94	20-Dec-04	

**Schedule B**

**Patents re the manufacture of hydroxypropyl- $\beta$ -cyclodextrin**

**“REGIOSELECTIVE SUBSTITUTIONS IN CYCLODEXTRINS”**

<b>Country</b>	<b>Type</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Grant Date</b>	<b>Expiry Date</b>	<b>Abandonment Date</b>
Australia	PCT	53587/90	30-Mar-1990	631628	26-Mar-1993	30-Mar-2010	
Canada	PCT	2047726-1	30-Mar-1990	2047726	17-Apr-2001	30-Mar-2010	
EPO	PCT	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Austria	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Belgium	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Denmark	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
France	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Germany	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Great Britain	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Italy	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Luxemburg	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Netherlands	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Spain	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Sweden	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Switzerland	EPO	90905461.1	30-Mar-1990	465535	3-Jun-1998	30-Mar-2010	
Finland	PCT	914620	30-Mar-1990	101385	15-Jun-1998	30-Mar-2010	
Hong Kong		98109960	18-Aug-1998	HK100935	28-May-1999	30-Mar-2010	
Hungary	PCT	2934/90	30-Mar-1990				29-Oct-2000
Japan	PCT	505324/90	30-Mar-1990	2792610	19-Jun-1998	30-Mar-2010	
Korea S.	PCT	91-701230	30-Mar-1990	163440	7-Sep-1998	7-Sep-2013	
Norway	PCT	19913871	30-Mar-1990	304269	23-Nov-1998	30-Mar-2010	
PCT		PCT/EP90/00524	30-Mar-1990			3-Oct-1991	
USA		633402	17-Dec-1990	5096893	17-Mar-1992	3-Apr-2009	
USA	PARENT	332606	3-Apr-1989				3-Apr-1990

EXHIBIT II

**KNOW-HOW TO BE PROVIDED UPON THE EFFECTIVE DATE**

- **Pharmaceutical data**
  - Physical, chemical and microbiological specifications + analysis methodology and validation
  - Reference substance sample
  - Production method with specification of solvents used
  - Quality of the starting materials used for the production and controls during production
  - Evidence of Chemical Structure:
    - Physical and chemical data (solubility,...)
  - Impurities (related impurities -residual solvents - inorganic impurities...):
    - Nature
    - Control method and validation
    - Limits
- **Summary of toxicological studies on the intravenous route.**
- **Summary of metabolism and kinetic studies of Encapsin**
- **Access to the Drug Master File and/or similar regulatory documents on a need-to-know basis in connection with TD-6424**



EXHIBIT III

**SPECIFICATIONS**

Test description	Specifications	Method
Appearance	White to almost white powder	Visual inspection.
Identity by IR spectroscopy	Complies with reference spectrum	Ph Eur
Identity by Fehling's reagent tests: Determination 1 Determination 2	1. The solution keeps clear and blue 2. A reddish-brown precipitate is formed	E/ID/0006/01
Assay $\beta$ -cyclodextrin	$\leq 1.0 \%$	HPLC, E/A/0001/01
Relative complexation capacity	85% - 110%	UV absorbance
Molar substitution degree	0.58-0.73	IR spectroscopy
Light absorbing impurities	$< 0.5$ at 230 - 400 nm	UV absorbance, E/S/7005/01
Appearance of solution 10% w/v aq.	Clear and colourless	Ph Eur
pH	5.0-7.5	E/PH/0001/01
Loss on drying	$\leq 5.0 \%$	Ph Eur
Sulphated ash	$\leq 0.2 \%$	Ph Eur
Reducing Substances	$\leq 1.0 \%$	$\beta$ -cyclodextrin titration, USP
Heavy metals	$\leq 10$ ppm	Limit test, Ph Eur
Specific optical rotation	$+138^{\circ} - +144^{\circ}$	Ph Eur
Total viable aerobic count:		USP
Bacteria	$\leq 100$ CFU/g of product	
Fungi and yeasts	$\leq 100$ CFU/g of product	
Pathogens:		USP
<i>Salmonella sp.</i>	absent in 10 g of product	
<i>Escherichia coli</i>	absent in 10 g of product	
<i>Staphylococcus aureus</i>	absent in 10 g of product	
<i>Pseudomonas aeruginosa</i>	absent in 10 g of product	
Bacterial endotoxins	$< 25$ EU/g	LAL, Ph. Eur.
Residual solvent: 1,2-propanediol	$\leq 5000$ ppm	GC
Propylene oxide (if tested)	$\leq 1$ ppm	CGC

# CONSENT TO ASSIGNMENT

This Consent to Assignment (this “**Consent**”) is made as of May 21, 2014, by **ARE-901/951 GATEWAY BOULEVARD, LLC**, a Delaware limited liability company, having an address of 385 E. Colorado Blvd., Suite 299, Pasadena, California 91101 (“**Landlord**”), to **THERAVANCE, INC.**, a Delaware corporation (“**Tenant**”), and **THERAVANCE BIOPHARMA US, INC.**, a Delaware corporation (“**Assignee**”), with reference to the following Recitals.

## RECITALS

**A.** Tenant is the holder of the tenant’s interest in, to, and under that certain Amended and Restated Lease Agreement, dated as of January 1, 2001, by and between Landlord, as successor landlord, and Tenant, as successor tenant, as amended by that certain First Amendment to Lease, dated as of June 1, 2010 (collectively, the “**Lease**”), with respect the property located at 901 Gateway Blvd., South San Francisco, California 94080 (the “**Property**”)

**B.** Tenant desires to assign its interest in the Lease, the premises demised thereunder, and any security deposit held by Landlord thereunder to Assignee, all as more particularly described in and pursuant to the provisions of that certain ASSIGNMENT AND ASSUMPTION OF LEASE, dated as of May 6, 2014 (the “**Assignment**”), a copy of which is attached hereto as Exhibit A.

**C.** Tenant desires to obtain Landlord’s consent to the Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the assignment of the Lease to Assignee; such consent being subject to and upon the following terms and conditions to which Tenant and Assignee hereby agree:

**1.** All initially capitalized terms not otherwise defined in this Consent shall have the meanings set forth in the Lease unless the context clearly indicates otherwise.

**2.** This Consent shall not be effective and the Assignment shall not be valid nor shall Assignee take possession of the Premises unless and until Landlord shall have received: (a) a fully executed counterpart of the Assignment, (b) a fully executed counterpart of this Consent, and (c) a certificate of insurance in form and substance compliant with the terms of the Lease and otherwise reasonably satisfactory to Landlord. Tenant and Assignee represent and warrant to Landlord that the copy of the Assignment attached hereto as Exhibit A is true, correct and complete in all material respects.

**3.** Landlord neither approves nor disapproves the terms, conditions and agreements contained in the Assignment, all of which shall be subordinate and at all times subject to all of the covenants, agreements, terms, provisions and conditions contained in the Lease.

**4.** Nothing contained herein or in the Assignment shall be construed to modify, waive, impair, or affect any of the terms, covenants or conditions contained in the Lease (including

[Address of Property]  
[Tenant/Assignee]



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Assignee's obligation to obtain any required consents for any other or future assignments or sublettings), or to waive any breach thereof, or any rights or remedies of Landlord under the Lease against any person, firm, association or corporation liable for the performance thereof, or to enlarge or increase Landlord's obligations or liabilities under the Lease (including, without limitation, any liability to Tenant for any portion of the security deposit held by Landlord under the Lease, all interests in which have been assigned by tenant to Assignee), and all terms, covenants and conditions of the Lease are hereby declared by each of Landlord, Tenant and Assignee to be in full force and effect. Tenant shall remain liable and responsible for the due keeping, performance and observance of all the terms, covenants and conditions set forth in the Lease on the part of the "Tenant" party thereunder to be kept, performed and observed and for the payment of the annual rent, additional rent and all other sums now and hereafter becoming payable thereunder.

**5.** Notwithstanding anything in the Assignment to the contrary:

(a) Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of Landlord, each and every obligation of Tenant under the Lease.

(b) Tenant and Assignee agree to each of the terms and conditions of this Consent, and upon any conflict between the terms of the Assignment and this Consent, as among Landlord, Tenant and Assignee the terms of this Consent shall control. As between Tenant and Assignee, in the event of any conflict between the terms of the Assignment and this Consent, the terms of the Assignment shall control.

**6.** Upon a default by Assignee under the Lease, Landlord may proceed directly against Assignee, Tenant, any guarantors or anyone else liable under the Lease or the Assignment without first exhausting Landlord's remedies against any other person or entity liable thereon to Landlord. The mention in this Consent of any particular remedy shall not preclude Landlord from any other remedy in law or in equity.

**7.** Tenant shall pay any broker commissions or fees that may be payable as a result of the Assignment and Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising therefrom or from any other commissions or fees payable in connection with the Assignment which result from the actions of Tenant. Assignee hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising from any commissions or fees payable in connection with the Assignment which result from the actions of Assignee.

**8.** Tenant and Assignee agree that the Assignment will not be modified or amended in any way without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any modification or amendment of the Assignment without Landlord's prior written consent shall be void and of no force or effect.

**9.** This Consent may not be changed orally, but only by an agreement in writing signed by Landlord and the party against whom enforcement of any change is sought.

10. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

11. This Consent and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of the State in which the Property is located, without regard to its principles of conflicts of law.

12. To the knowledge of each of Tenant and Assignee, without inquiry, and as of the date of execution of this Consent by each of Tenant and Assignee, as applicable, Tenant and Assignee are currently (a) in compliance with and, with respect to the Assignee, shall at all times during the Term of the Lease remain, in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and, with respect to the Assignee, shall not during the term of the Lease be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]*

IN WITNESS WHEREOF, Landlord, Tenant and Assignee have caused their duly authorized representatives to execute this Consent as of the date first above written.

**LANDLORD:**

ARE-901/951 GATEWAY BOULEVARD, LLC, a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P., a Delaware limited partnership, managing member

By: ARE-QRS CORP., a Maryland corporation, general partner

By: /s/ Eric S. Johnson  
Eric S. Johnson  
Vice President Real Estate Legal Affairs

**TENANT:**

THERAVANCE, INC., a Delaware corporation

By: /s/ Rick E Winningham  
Its: CEO

**ASSIGNEE:**

THERAVANCE BIOPHARMA US, INC., a Delaware corporation

By: /s/ Renee Gala  
Its: VP Finance

Exhibit A

Copy of Assignment

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is dated for reference purposes only as of May 6, 2014 ("Reference Date") by and between Theravance, Inc., a Delaware corporation ("Assignor"), and Theravance BioPharma US, Inc., a Delaware corporation ("Assignee"), with respect to the following facts:

A. HMS Gateway Office L.P., predecessor-in-interest to ARE-901/951 Gateway Boulevard, LLC, a Delaware limited liability company ("Landlord"), as Landlord, and Assignor, under its previous name Advanced Medicine, Inc., a Delaware corporation, as Tenant, entered into that certain Amended and Restated Lease Agreement, dated as of January 1, 2001 ("Original Lease"), as amended by that certain First Amendment to Lease, dated as of June 1, 2010 ("First Amendment", and, together with the Original Lease hereinafter collectively referred to as the "Lease"), with respect to those premises containing approximately 110,428 rentable square ("Premises") comprising the entirety of the building located at 901 Gateway Boulevard, South San Francisco, California 94080 ("Building"). A true and correct copy of the Lease is attached hereto as Exhibit A and incorporated by reference herein.

B. Assignee is a wholly-owned subsidiary of Assignor. Assignor intends to separate Assignor's business from Assignee's business and to spin Assignee off as an independent corporation not later than June 30, 2014. In connection with the spin-off, Assignor intends to assign the Lease to Assignee as of the effective date of the spin-off ("Separation Date").

C. Assignor desires to assign all of its rights and obligations under the Lease to Assignee, and Assignee desires to assume all such rights and obligations, on the terms and conditions set forth below.

D. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment: As of the Separation Date (the "Effective Date"), Assignor hereby grants, transfers, assigns and sets over to Assignee all of Assignor's right, title and interest of whatsoever nature or kind in and to the Lease. Assignor hereby represents and warrants for the benefit of Assignee, as of the date of Assignor's execution of this Assignment, all of the following: (i) the Lease is in full force and effect; (ii) Assignor is not in default under, and, to the best of the actual knowledge of Assignor, Landlord is not in default under, the Lease; (iii) there are no amendments to the Lease except as referenced in Recital A above; (iv) to the best of the actual knowledge of Assignor, Assignor has no pending claims or offsets against Landlord;

(v) Assignor has paid the Rent due and payable under the Lease through May 31, 2014; (vi) the Expiration Date of the Lease is May 31, 2020; and (vii) "Tenant" has two (2) options to extend the Term of the Lease for successive periods of five (5) years each.

2. Acceptance and Assumption: From and after the Effective Date, Assignee accepts the foregoing assignment of the Lease, assumes all of Assignor's right, title and interest of whatsoever nature or kind in and to the Lease and expressly agrees to perform and fulfill all of the terms and obligations to be performed by the "Tenant" under the Lease.

3. Assignor's Obligations: Assignor shall perform all of the obligations of the "Tenant" under the Lease through and including the day prior to the Effective Date.

4. Assignee's Obligations: Assignee shall perform all of the obligations of the "Tenant" under the Lease from and after the Effective Date.

5. Indemnities:

A. Assignor's Indemnity. Assignor shall indemnify, defend, protect and hold harmless Assignee from all damages, liabilities, claims, judgments, actions, attorneys' fees, consultants' fees, costs and expenses arising from any breach by Assignor of any terms or conditions of the Lease prior to the Effective Date.

B. Assignee's Indemnity. Assignee shall indemnify, protect, defend and hold harmless Assignor from all damages, liabilities, claims, judgments, actions, attorneys' fees, consultants' fees, costs and expenses arising from any breach by Assignee of any terms or conditions of the Lease from and after the Effective Date.

6. Conditions Precedent: Assignor and Assignee acknowledge and agree that the effectiveness of this Assignment is conditioned upon the occurrence of all of the following:

(i) the approval of this Assignment by the appropriate management of Assignor;

(ii) the approval of this Assignment by the appropriate management of Assignee; and

(iii) the written consent of Landlord to this Assignment, which Consent to Assignment (the "Consent") shall be in a form reasonably acceptable to Assignor and Assignee.

Upon execution of this Assignment by both parties, Assignor shall use commercially reasonable efforts to obtain the Consent from Landlord. If Assignor fails to obtain the Consent from Landlord within sixty (60) days following the Effective Date, then following the expiration of such sixty (60)-day period, and at any time before receiving the Consent, Assignor may terminate this Assignment by written notice to Assignee.



Also notwithstanding anything to the contrary contained in this Assignment, if the Separation Date has not occurred by June 30, 2014, this Assignment shall be null and void and of no further force or effect.

7. Miscellaneous: This Assignment shall be governed by and construed in accordance with the laws of the State of California. Any waiver by either party of any breach of any term or condition of this Assignment shall not operate as a waiver of any other breach of such term or condition or of any other term or condition of this Assignment, nor shall any failure by either party to enforce any term or condition of this Assignment operate as a waiver of such term or condition of any other term or condition of this Assignment, nor constitute nor be deemed to constitute a waiver or release of the other party for anything arising out of, connected with or based upon this Assignment. The parties each agree to execute and deliver such other documents, certificates and agreements, and to take such other actions as may be reasonably necessary or appropriate to carry out and further the purposes of this Assignment. In the event of any litigation involving the parties to this Assignment to enforce any provision of this Assignment, to enforce any remedy available upon default under this Assignment, or seeking a declaration of the rights of either party under this Assignment, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs as may reasonably be incurred, as awarded by the court hearing the matter. If any term, covenant, condition or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Assignment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Each person signing this Assignment warrants that s/he is authorized to do so, and by so doing binds the entity which s/he represents to perform the obligations set forth herein. This Assignment may be executed in counterparts and, when assembled, the counterparts shall be considered a single instrument. Facsimile signatures and PDF format signatures sent by electronic mail shall be treated and have the same effect as original signatures.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the latest of the dates set forth below.

ASSIGNOR:

THERAVANCE, INC.,  
a Delaware corporation

By: /s/ Rick E Winningham

Title: CEO

Dated: May 6, 2014

ASSIGNEE:

THERAVANCE BIOPHARMA US, INC.,  
a Delaware corporation

By: /s/ Renee Gala

Title: VP Finance

Dated: May 6, 2014

# **CONSENT TO ASSIGNMENT**

This Consent to Assignment (this “**Consent**”) is made as of May 21, 2014, by **ARE-901/951 GATEWAY BOULEVARD, LLC**, a Delaware limited liability company, having an address of 385 E. Colorado Blvd., Suite 299, Pasadena, California 91101 (“**Landlord**”), to **THERAVANCE, INC.**, a Delaware corporation (“**Tenant**”), and **THERAVANCE BIOPHARMA US, INC.**, a Delaware corporation (“**Assignee**”), with reference to the following Recitals.

## **RECITALS**

**A.** Tenant is the holder of the tenant’s interest in, to, and under that certain Amended and Restated Lease Agreement, dated as of January 1, 2001, by and between Landlord, as successor landlord, and Tenant, as successor tenant, as amended by that certain First Amendment to Lease, dated as of June 1, 2010, that certain Second Amendment to Lease, dated as of October 1, 2010, and that certain Third Amendment to Lease, dated as of September 27, 2013 (collectively, the “**Lease**”), with respect the property located at 951 Gateway Blvd., South San Francisco, California 94080 (the “**Property**”).

**B.** Tenant desires to assign its interest in the Lease, the premises demised thereunder, and any security deposit held by Landlord thereunder to Assignee, all as more particularly described in and pursuant to the provisions of that certain ASSIGNMENT AND ASSUMPTION OF LEASE, dated as of May 6, 2014 (the “**Assignment**”), a copy of which is attached hereto as Exhibit A.

**C.** Tenant desires to obtain Landlord’s consent to the Assignment.

**NOW, THEREFORE**, in consideration of the foregoing and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord hereby consents to the assignment of the Lease to Assignee, such consent being subject to and upon the following terms and conditions to which Tenant and Assignee hereby agree:

**1.** All initially capitalized terms not otherwise defined in this Consent shall have the meanings set forth in the Lease unless the context clearly indicates otherwise.

**2.** This Consent shall not be effective and the Assignment shall not be valid nor shall Assignee take possession of the Premises unless and until Landlord shall have received: (a) a fully executed counterpart of the Assignment, (b) a fully executed counterpart of this Consent, and (c) a certificate of insurance in form and substance compliant with the terms of the Lease and otherwise reasonably satisfactory to Landlord. Tenant and Assignee represent and warrant to Landlord that the copy of the Assignment attached hereto as Exhibit A is true, correct and complete in all material respects.

**3.** Landlord neither approves nor disapproves the terms, conditions and agreements contained in the Assignment, all of which shall be subordinate and at all times subject to all of the covenants, agreements, terms, provisions and conditions contained in the Lease.

[Address of Property]  
[Tenant/Assignee]



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4. Nothing contained herein or in the Assignment shall be construed to modify, waive, impair, or affect any of the terms, covenants or conditions contained in the Lease (including Assignee's obligation to obtain any required consents for any other or future assignments or sublettings), or to waive any breach thereof, or any rights or remedies of Landlord under the Lease against any person, firm, association or corporation liable for the performance thereof, or to enlarge or increase Landlord's obligations or liabilities under the Lease (including, without limitation, any liability to Tenant for any portion of the security deposit held by Landlord under the Lease, all interests in which have been assigned by tenant to Assignee), and all terms, covenants and conditions of the Lease are hereby declared by each of Landlord, Tenant and Assignee to be in full force and effect. Tenant shall remain liable and responsible for the due keeping, performance and observance of all the terms, covenants and conditions set forth in the Lease on the part of the "Tenant" party thereunder to be kept, performed and observed and for the payment of the annual rent, additional rent and all other sums now and hereafter becoming payable thereunder.

5. Notwithstanding anything in the Assignment to the contrary:

(a) Assignee does hereby expressly assume and agree to be bound by and to perform and comply with, for the benefit of Landlord, each and every obligation of Tenant under the Lease.

(b) Tenant and Assignee agree to each of the terms and conditions of this Consent, and upon any conflict between the terms of the Assignment and this Consent, as among Landlord, Tenant and Assignee the terms of this Consent shall control. As between Tenant and Assignee, in the event of any conflict between the terms of the Assignment and this Consent, the terms of the Assignment shall control.

6. Upon a default by Assignee under the Lease, Landlord may proceed directly against Assignee, Tenant, any guarantors or anyone else liable under the Lease or the Assignment without first exhausting Landlord's remedies against any other person or entity liable thereon to Landlord. The mention in this Consent of any particular remedy shall not preclude Landlord from any other remedy in law or in equity.

7. Tenant shall pay any broker commissions or fees that may be payable as a result of the Assignment and Tenant hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising therefrom or from any other commissions or fees payable in connection with the Assignment which result from the actions of Tenant. Assignee hereby indemnifies and agrees to hold Landlord harmless from and against any loss or liability arising from any commissions or fees payable in connection with the Assignment which result from the actions of Assignee.

8. Tenant and Assignee agree that the Assignment will not be modified or amended in any way without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Any modification or amendment of the Assignment without Landlord's prior written consent shall be void and of no force or effect.

9. This Consent may not be changed orally, but only by an agreement in writing signed by Landlord and the party against whom enforcement of any change is sought.

10. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

11. This Consent and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the internal laws of the State in which the Property is located, without regard to its principles of conflicts of law.

12. To the knowledge of each of Tenant and Assignee, without inquiry, and as of the date of execution of this Consent by each of Tenant and Assignee, as applicable, Tenant and Assignee are currently (a) in compliance with and, with respect to the Assignee, shall at all times during the Term of the Lease remain, in compliance with the regulations of the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of Treasury and any statute, executive order, or regulation relating thereto (collectively, the “**OFAC Rules**”), (b) not listed on, and, with respect to the Assignee, shall not during the term of the Lease be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation, and (c) not a person or entity with whom a U.S. person is prohibited from conducting business under the OFAC Rules.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]*

**IN WITNESS WHEREOF**, Landlord, Tenant and Assignee have caused their duly authorized representatives to execute this Consent as of the date first above written.

**LANDLORD:**

ARE-901/951 GATEWAY BOULEVARD, LLC,  
a Delaware limited liability company

By: ALEXANDRIA REAL ESTATE EQUITIES, L.P., a Delaware limited  
partnership, managing member

By: ARE-QRS CORP., a Maryland corporation, general partner

By: /s/ Eric S. Johnson  
Eric S. Johnson  
Vice President Real Estate Legal Affairs

**TENANT:**

THERAVANCE, INC., a Delaware corporation

By: /s/ Rick E Winningham  
Its: CEO

**ASSIGNEE:**

THERAVANCE BIOPHARMA US, INC., a Delaware corporation

By: /s/ Renee Gala  
Its: VP Finance

Exhibit A

Copy of Assignment

## ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is dated for reference purposes only as of May 6, 2014 ("Reference Date") by and between Theravance, Inc., a Delaware corporation ("Assignor"), and Theravance BioPharma US, Inc., a Delaware corporation ("Assignee"), with respect to the following facts:

A. HMS Gateway Office L.P., predecessor-in-interest to ARE-901/951 Gateway Boulevard, LLC, a Delaware limited liability company ("Landlord"), as Landlord, and Assignor, under its previous name Advanced Medicine, Inc., a Delaware corporation, as Tenant, entered into that certain Amended and Restated Lease Agreement, dated as of January 1, 2001 ("Original Lease"), as amended by that certain First Amendment to Lease, dated as of June 1, 2010 ("First Amendment"), that certain Second Amendment to Lease, dated as of October 1, 2010 ("Second Amendment"), and that certain Third Amendment to Lease, dated as of September 27, 2013 ("Third Amendment", and, together with the Original Lease, the First Amendment and the Second Amendment hereinafter collectively referred to as the "Lease"), with respect to those premises containing approximately 39,828 rentable square ("Premises") comprising the entirety of the first and third floors of the building located at 951 Gateway Boulevard, South San Francisco, California 94080 ("Building"). A true and correct copy of the Lease is attached hereto as Exhibit A and incorporated by reference herein.

B. Assignee is a wholly-owned subsidiary of Assignor. Assignor intends to separate Assignor's business from Assignee's business and to spin Assignee off as an independent corporation not later than June 30, 2014. In connection with the spin-off, Assignor intends to assign the Lease to Assignee as of the effective date of the spin-off ("Separation Date").

C. Assignor desires to assign all of its rights and obligations under the Lease to Assignee, and Assignee desires to assume all such rights and obligations, on the terms and conditions set forth below.

D. Capitalized terms not defined herein shall have the meanings set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment: As of the Separation Date (the "Effective Date"), Assignor hereby grants, transfers, assigns and sets over to Assignee all of Assignor's right, title and interest of whatsoever nature or kind in and to the Lease. Assignor hereby represents and warrants for the benefit of Assignee, as of the date of Assignor's execution of this Assignment, all of the following: (i) the Lease is in full force and effect; (ii) Assignor is not in default under, and, to the best of the actual knowledge of Assignor, Landlord is not in default under, the Lease; (iii) there are no amendments to the Lease except as referenced in Recital A above; (iv) to the best of the actual knowledge of Assignor, Assignor has no pending claims or offsets against Landlord;



(v) Assignor has paid the Rent due and payable under the Lease through May 31, 2014; (vi) the Expiration Date of the Lease is May 31, 2020; and (vii) "Tenant" has two (2) options to extend the Term of the Lease for successive periods of five (5) years each.

2. Acceptance and Assumption: From and after the Effective Date, Assignee accepts the foregoing assignment of the Lease, assumes all of Assignor's right, title and interest of whatsoever nature or kind in and to the Lease and expressly agrees to perform and fulfill all of the terms and obligations to be performed by the "Tenant" under the Lease.

3. Assignor's Obligations: Assignor shall perform all of the obligations of the "Tenant" under the Lease through and including the day prior to the Effective Date.

4. Assignee's Obligations: Assignee shall perform all of the obligations of the "Tenant" under the Lease from and after the Effective Date.

5. Indemnities:

A. Assignor's Indemnity. Assignor shall indemnify, defend, protect and hold harmless Assignee from all damages, liabilities, claims, judgments, actions, attorneys' fees, consultants' fees, costs and expenses arising from any breach by Assignor of any terms or conditions of the Lease prior to the Effective Date.

B. Assignee's Indemnity. Assignee shall indemnify, protect, defend and hold harmless Assignor from all damages, liabilities, claims, judgments, actions, attorneys' fees, consultants' fees, costs and expenses arising from any breach by Assignee of any terms or conditions of the Lease from and after the Effective Date.

6. Conditions Precedent: Assignor and Assignee acknowledge and agree that the effectiveness of this Assignment is conditioned upon the occurrence of all of the following:

- (i) the approval of this Assignment by the appropriate management of Assignor;
- (ii) the approval of this Assignment by the appropriate management of Assignee; and
- (iii) the written consent of Landlord to this Assignment, which Consent to Assignment (the "Consent") shall be in a form reasonably acceptable to Assignor and Assignee.

Upon execution of this Assignment by both parties, Assignor shall use commercially reasonable efforts to obtain the Consent from Landlord. If Assignor fails to obtain the Consent from Landlord within sixty (60) days following the Effective Date, then following the expiration of such sixty (60)-day period, and at any time before receiving the Consent, Assignor may terminate this Assignment by written notice to Assignee.

Also notwithstanding anything to the contrary contained in this Assignment, if the Separation Date has not occurred by June 30, 2014, this Assignment shall be null and void and of no further force or effect.

7. Miscellaneous: This Assignment shall be governed by and construed in accordance with the laws of the State of California. Any waiver by either party of any breach of any term or condition of this Assignment shall not operate as a waiver of any other breach of such term or condition or of any other term or condition of this Assignment, nor shall any failure by either party to enforce any term or condition of this Assignment operate as a waiver of such term or condition of any other term or condition of this Assignment, nor constitute nor be deemed to constitute a waiver or release of the other party for anything arising out of, connected with or based upon this Assignment. The parties each agree to execute and deliver such other documents, certificates and agreements, and to take such other actions as may be reasonably necessary or appropriate to carry out and further the purposes of this Assignment. In the event of any litigation involving the parties to this Assignment to enforce any provision of this Assignment, to enforce any remedy available upon default under this Assignment, or seeking a declaration of the rights of either party under this Assignment, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs as may reasonably be incurred, as awarded by the court hearing the matter. If any term, covenant, condition or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Assignment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. Each person signing this Assignment warrants that s/he is authorized to do so, and by so doing binds the entity which s/he represents to perform the obligations set forth herein. This Assignment may be executed in counterparts and, when assembled, the counterparts shall be considered a single instrument. Facsimile signatures and PDF format signatures sent by electronic mail shall be treated and have the same effect as original signatures.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the latest of the dates set forth below.

ASSIGNOR:

THERAVANCE, INC.,  
a Delaware corporation

By: /s/ Rick E Winningham

Title: CEO

Dated: May 6, 2014

ASSIGNEE:

THERAVANCE BIOPHARMA US, INC.,  
a Delaware corporation

By: /s/ Renee Gala

Title: VP Finance

Dated: May 6, 2014

---

**Certification of Chief Executive Officer  
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Rick E Winningham, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Theravance Biopharma, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 13, 2014

\_\_\_\_\_  
/s/ Rick E Winningham

**Rick E Winningham**  
Chief Executive Officer  
(Principal Executive Officer)

---

**Certification of Principal Financial Officer**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Renee D. Gala, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Theravance Biopharma, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - c) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 13, 2014

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/s/ Renee D. Gala

**Renee D. Gala**  
Senior Vice President, Finance  
(Principal Financial Officer)

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Rick E Winningham, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Theravance Biopharma, Inc. on Form 10-Q for the three and six months ended June 30, 2014 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition of Theravance Biopharma, Inc. at the end of the periods covered by such Quarterly Report on Form 10-Q and results of operations of Theravance Biopharma, Inc. for the periods covered by such Quarterly Report on Form 10-Q.

Date: August 13, 2014

By: /s/ Rick E Winningham

**Rick E Winningham**  
Chief Executive Officer

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER  
PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Renee D. Gala, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Theravance Biopharma, Inc. on Form 10-Q for the three and six months ended June 30, 2014 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended and that information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition of Theravance Biopharma, Inc. at the end of the periods covered by such Quarterly Report on Form 10-Q and results of operations of Theravance Biopharma, Inc. for the periods covered by such Quarterly Report on Form 10-Q.

Date: August 13, 2014

By: /s/ Renee D. Gala

**Renee D. Gala**  
Senior Vice President, Finance  
(Principal Financial Officer)

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