FORM OF  
 AFFILIATE AGREEMENT  
   
 THIS AFFILIATE AGREEMENT ("Affiliate Agreement") is being executed and  
delivered as of February 28, 1999 by \_\_\_\_\_\_\_\_\_\_\_\_\_ ("Stockholder") in favor of  
and for the benefit of GILEAD SCIENCES, INC. a Delaware corporation ("Parent").  
  
 RECITALS  
  
 A. Stockholder is a stockholder of ,is an officer of, NEXSTAR   
PHARMACEUTICALS, INC., a Delaware corporation (the "Company").  
  
 B. Parent, the Company and Gazelle Acquisition Sub, Inc., a wholly   
owned subsidiary of Parent ("Merger Sub"), have entered into an Agreement and   
Plan of Merger dated as of February 28, 1999 (the "Merger Agreement"),   
providing for the merger of Merger Sub into the Company (the "Merger"). The   
Merger Agreement contemplates that, upon consummation of the Merger, (i)   
holders of shares of common stock of the Company will receive shares of   
common stock of Parent ("Parent Common Stock") in exchange for their shares   
of common stock of the Company and (ii) the Company will become a wholly   
owned subsidiary of Parent. It is accordingly contemplated that Stockholder   
will receive shares of Parent Common Stock in the Merger.  
  
 C. Stockholder understands that the Parent Common Stock being issued   
in the Merger will be issued pursuant to a registration statement on Form   
S-4, and that Stockholder may be deemed an "affiliate" of the Company (i) as   
such term is defined for purposes of paragraphs (c) and (d) of Rule 145 under   
the Securities Act of 1933, as amended (the "Securities Act"), and (ii) for   
purposes of determining Parent's eligibility to account for the Merger as a   
"pooling of interests" under Accounting Series Releases 130 and 135, as   
amended, of the Securities and Exchange Commission (the "SEC"), and under   
other applicable "pooling of interests" accounting requirements.  
   
 AGREEMENT  
  
 Stockholder, intending to be legally bound, agrees as follows:  
  
 1. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER. Stockholder represents  
and warrants to Parent as follows:   
  
 (a) Stockholder is the holder and "beneficial owner" (as defined   
in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the   
number of outstanding shares of common stock of the Company set forth beneath   
Stockholder's signature on the signature page hereof (the "Company Shares"),   
and Stockholder has good and valid title to the Company Shares, free and   
clear of any liens, pledges, security interests, adverse claims, equities,   
options, proxies, charges, encumbrances or restrictions of any nature.   
Stockholder has the sole right to vote and to dispose of the Company Shares.  
  
  
  
  
  
 (b) Stockholder is the holder of options to purchase the number of   
shares of common stock of the Company set forth beneath Stockholder's   
signature on the signature page hereof (the "Company Options"), and   
Stockholder has good and valid title to the Company Options, free and clear   
of any liens, pledges, security interests, adverse claims, equities, options,   
proxies, charges, encumbrances or restrictions of any nature.  
  
 (c) Stockholder does not own, of record or beneficially, directly   
or indirectly, any securities of the Company other than the Company Shares   
and the Company Options.  
  
 (d) Stockholder has carefully read this Affiliate Agreement and,   
to the extent Stockholder felt necessary, has discussed with counsel the   
limitations imposed on Stockholder's ability to sell, transfer or otherwise   
dispose of the Company Shares, the Company Options, the shares of Parent   
Common Stock that Stockholder is to receive in the Merger (the "Parent   
Shares") and the options to purchase shares of Parent Common Stock that   
Stockholder is to receive in respect of the Company Options in connection   
with the Merger. Stockholder fully understands the limitations that this   
Affiliate Agreement places upon Stockholder's ability to sell, transfer or   
otherwise dispose of securities of the Company and securities of Parent.  
  
 (e) Stockholder understands that the representations, warranties   
and covenants set forth in this Affiliate Agreement will be relied upon by   
Parent and its counsel and accountants for purposes of determining Parent's   
eligibility to account for the Merger as a "pooling of interests" and for   
purposes of determining whether Parent should proceed with the Merger.  
  
 2. PROHIBITIONS AGAINST TRANSFER.  
  
 (a) Stockholder agrees that, during the period from the date   
hereof through the date on which financial results covering at least 30 days   
of post-Merger combined operations of Parent and the Company have been   
published by Parent (within the meaning of the applicable "pooling of   
interests" accounting requirements):  
  
 (i) Stockholder shall not sell, transfer or otherwise dispose  
 of, or reduce Stockholder's interest in or risk relating to, (A) any  
 capital stock of the Company (including the Company Shares and any  
 additional shares of capital stock of the Company acquired by Stockholder,  
 whether upon exercise of a stock option or otherwise), except pursuant to  
 and upon consummation of the Merger, or (B) any option or other right to  
 purchase any shares of capital stock of the Company, except pursuant to and  
 upon consummation of the Merger; and  
  
 (ii) Stockholder shall not sell, transfer or otherwise dispose  
 of, or reduce Stockholder's interest in or risk relating to, (A) any shares  
 of capital stock of Parent (including the Parent Shares and any additional  
 shares of capital stock of Parent acquired by Stockholder, whether upon  
 exercise of a stock option or otherwise), or (B) any option or other right  
 to purchase any shares of capital stock of Parent;  
  
it being understood, in each case, that Stockholder may exercise any options   
to acquire capital stock of the Company in accordance with the plan and   
agreement pursuant to which it was issued  
  
  
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and in a manner that will not jeopardize the "pooling of interest" accounting   
treatment. Parent agrees to notify Stockholder upon the publication of such   
results.  
  
 (b) Without limiting the generality or the effect of the restrictions  
set forth in Section 2(a), Stockholder agrees that Stockholder shall not effect  
any sale, transfer or other disposition of any Parent Shares unless:  
  
 (i) such sale, transfer or other disposition is effected  
 pursuant to an effective registration statement under the Securities Act;  
  
 (ii) such sale, transfer or other disposition is made in  
 conformity with the requirements of Rule 145 under the Securities Act, as  
 evidenced by a broker's letter and a representation letter executed by  
 Stockholder (satisfactory in form and content to Parent) stating that such  
 requirements have been met;  
  
 (iii) counsel reasonably satisfactory to Parent shall have  
 advised Parent in a written opinion letter (satisfactory in form and  
 content to Parent), upon which Parent may rely, that such sale, transfer or  
 other disposition will be exempt from the registration requirements of the  
 Securities Act; or  
  
 (iv) an authorized representative of the SEC shall have  
 rendered written advice to Stockholder to the effect that the SEC would  
 take no action, or that the staff of the SEC would not recommend that the  
 SEC take action, with respect to such sale, transfer or other disposition,  
 and a copy of such written advice and all other related communications with  
 the SEC shall have been delivered to Parent.  
  
 3. STOP TRANSFER INSTRUCTIONS; LEGEND.  
  
 Stockholder acknowledges and agrees that (a) stop transfer   
instructions will be given to Parent's transfer agent with respect to the   
Parent Shares, and (b) each certificate representing any of such shares that   
are held in certificated form shall bear a legend identical or similar in   
effect to the following legend (together with any other legend or legends   
required by applicable state securities laws or otherwise):  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145(d) OF THE SECURITIES ACT OF 1933  
 APPLIES AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED,  
 ASSIGNED, PLEDGED OR HYPOTHECATED EXCEPT IN ACCORDANCE WITH THE  
 PROVISIONS OF SUCH RULE AND IN ACCORDANCE WITH THE TERMS OF AN  
 AFFILIATE AGREEMENT DATED AS OF FEBRUARY 28, 1999, A COPY OF  
 WHICH IS ON FILE AT THE PRINCIPAL OFFICES OF THE GILEAD SCIENCES,  
 INC."  
  
 4. INDEPENDENCE OF OBLIGATIONS. The covenants and obligations of   
Stockholder set forth in this Affiliate Agreement shall be construed as   
independent of any other agreement or  
  
  
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arrangement between Stockholder, on the one hand, and the Company or Parent,   
on the other. The existence of any claim or cause of action by Stockholder   
against the Company or Parent shall not constitute a defense to the   
enforcement of any of such covenants or obligations against Stockholder.  
  
 5. SPECIFIC PERFORMANCE. Stockholder agrees that in the event of any   
breach or threatened breach by Stockholder of any covenant, obligation or   
other provision contained in this Affiliate Agreement, Parent shall be   
entitled (in addition to any other remedy that may be available to Parent)   
to: (a) a decree or order of specific performance or mandamus to enforce the   
observance and performance of such covenant, obligation or other provision;   
and (b) an injunction restraining such breach or threatened breach.   
Stockholder further agrees that neither Parent nor any other person or entity   
shall be required to obtain, furnish or post any bond or similar instrument   
in connection with or as a condition to obtaining any remedy referred to in   
this Section 5, and Stockholder irrevocably waives any right Stockholder may   
have to require the obtaining, furnishing or posting of any such bond or   
similar instrument.  
  
 6. OTHER AGREEMENTS. Nothing in this Affiliate Agreement shall limit   
any of the rights or remedies of Parent under the Merger Agreement, or any of   
the rights or remedies of Parent or any of the obligations of Stockholder   
under any agreement between Stockholder and Parent or any certificate or   
instrument executed by Stockholder in favor of Parent; and nothing in the   
Merger Agreement or in any other agreement, certificate or instrument shall   
limit any of the rights or remedies of Parent or any of the obligations of   
Stockholder under this Affiliate Agreement.  
  
 7. NOTICES. Any notice or other communication required or permitted   
to be delivered to Stockholder or Parent under this Affiliate Agreement shall   
be in writing and shall be deemed properly delivered, given and received when   
delivered to the address or facsimile telephone number set forth beneath the   
name of such party below (or to such other address or facsimile telephone   
number as such party shall have specified in a written notice given to the   
other party):  
  
 IF TO PARENT:   
  
 Gilead Sciences, Inc  
 000 Xxxxxxxx Xxxxx  
 Xxxxxx Xxxx, XX 00000  
 Attn: General Counsel  
 Fax: (000) 000-0000  
  
 IF TO STOCKHOLDER:  
  
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 Attn: --------------------  
  
 Fax: (\_\_\_)----------------  
  
  
  
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 8. SEVERABILITY. If any provision of this Affiliate Agreement or any   
part of any such provision is held under any circumstances to be invalid or   
unenforceable in any jurisdiction, then (a) such provision or part thereof   
shall, with respect to such circumstances and in such jurisdiction, be deemed   
amended to conform to applicable laws so as to be valid and enforceable to   
the fullest possible extent, (b) the invalidity or unenforceability of such   
provision or part thereof under such circumstances and in such jurisdiction   
shall not affect the validity or enforceability of such provision or part   
thereof under any other circumstances or in any other jurisdiction, and (c)   
the invalidity or unenforceability of such provision or part thereof shall   
not affect the validity or enforceability of the remainder of such provision   
or the validity or enforceability of any other provision of this Affiliate   
Agreement. Each provision of this Affiliate Agreement is separable from every   
other provision of this Affiliate Agreement, and each part of each provision   
of this Affiliate Agreement is separable from every other part of such   
provision.   
  
 9. APPLICABLE LAW; JURISDICTION. THIS AFFILIATE AGREEMENT IS MADE   
UNDER, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF   
DELAWARE APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED SOLELY THEREIN,   
WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. In any action   
between the parties hereto, whether arising out of this Affiliate Agreement   
or otherwise, (a) each of the parties irrevocably and unconditionally   
consents and submits to the jurisdiction and venue of the state and federal   
courts located in Delaware; (b) if any such action is commenced in a state   
court, then, subject to applicable law, no party shall object to the removal   
of such action to any federal court located in Delaware; (c) each of the   
parties irrevocably waives the right to trial by jury; and (d) each of the   
parties irrevocably consents to service of process by first class certified   
mail, return receipt requested, postage prepaid, to the address at which such   
party is to receive notice in accordance with Section 7.  
  
 10. WAIVER; TERMINATION. No failure on the part of Parent to exercise   
any power, right, privilege or remedy under this Affiliate Agreement, and no   
delay on the part of Parent in exercising any power, right, privilege or   
remedy under this Affiliate Agreement, shall operate as a waiver of such   
power, right, privilege or remedy; and no single or partial exercise of any   
such power, right, privilege or remedy shall preclude any other or further   
exercise thereof or of any other power, right, privilege or remedy. Parent   
shall not be deemed to have waived any claim arising out of this Affiliate   
Agreement, or any power, right, privilege or remedy under this Affiliate   
Agreement, unless the waiver of such claim, power, right, privilege or remedy   
is expressly set forth in a written instrument duly executed and delivered on   
behalf of Parent; and any such waiver shall not be applicable or have any   
effect except in the specific instance in which it is given. If the Merger   
Agreement is terminated, this Affiliate Agreement shall thereupon terminate.  
  
 11. ATTORNEYS' FEES. If any legal action or other legal proceeding   
relating to this Affiliate Agreement or the enforcement of any provision of   
this Affiliate Agreement is brought against Stockholder, the prevailing party   
shall be entitled to recover reasonable attorneys' fees, costs and   
disbursements (in addition to any other relief to which the prevailing party   
may be entitled).  
  
  
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 12. CAPTIONS. The captions contained in this Affiliate Agreement are   
for convenience of reference only, shall not be deemed to be a part of this   
Affiliate Agreement and shall not be referred to in connection with the   
construction or interpretation of this Affiliate Agreement.  
  
 13. FURTHER ASSURANCES. Stockholder shall execute and/or cause to be   
delivered to Parent such instruments and other documents and shall take such   
other actions as Parent may reasonably request to effectuate the intent and   
purposes of this Affiliate Agreement.  
  
 14. ENTIRE AGREEMENT. This Affiliate Agreement and any Voting   
Agreement or Registration Rights Agreement between Stockholder and Parent   
collectively set forth the entire understanding of Parent and Stockholder   
relating to the subject matter hereof and thereof and supersede all other   
prior agreements and understandings between Parent and Stockholder relating   
to the subject matter hereof and thereof.  
  
 15. NON-EXCLUSIVITY. The rights and remedies of Parent under this   
Affiliate Agreement are not exclusive of or limited by any other rights or   
remedies which it may have, whether at law, in equity, by contract or   
otherwise, all of which shall be cumulative (and not alternative). Without   
limiting the generality of the foregoing, the rights and remedies of Parent   
under this Affiliate Agreement, and the obligations and liabilities of   
Stockholder under this Affiliate Agreement, are in addition to their   
respective rights, remedies, obligations and liabilities under common law   
requirements and under all applicable statutes, rules and regulations.   
Nothing in this Affiliate Agreement shall limit any of Stockholder's   
obligations, or the rights or remedies of Parent, under any Voting Agreement   
between Parent and Stockholder; and nothing in any such Voting Agreement   
shall limit any of Stockholder's obligations, or any of the rights or   
remedies of Parent, under this Affiliate Agreement.  
  
 16. AMENDMENTS. This Affiliate Agreement may not be amended, modified,   
altered or supplemented other than by means of a written instrument duly   
executed and delivered on behalf of Parent and Stockholder.  
  
 17. ASSIGNMENT. This Affiliate Agreement and all obligations of   
Stockholder hereunder are personal to Stockholder and may not be transferred   
or delegated by Stockholder at any time. Parent may freely assign any or all   
of its rights under this Affiliate Agreement, in whole or in part, to any   
other person or entity without obtaining the consent or approval of   
Stockholder.  
  
 18. BINDING NATURE. Subject to Section 16, this Affiliate Agreement   
will inure to the benefit of Parent and its successors and assigns and will   
be binding upon Stockholder and Stockholder's representatives, executors,   
administrators, estate, heirs, successors and assigns.  
  
 19. EXPENSES. All costs and expenses incurred in connection with the   
transactions contemplated by this Affiliate Agreement shall be paid by the   
party incurring such costs and expenses.  
  
 20. SURVIVAL. Each of the representations, warranties, covenants and   
obligations contained in this Affiliate Agreement shall survive the   
consummation of the Merger.  
  
  
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 21. CONSTRUCTION.  
  
 (a) For purposes of this Affiliate Agreement, whenever the context   
requires: the singular number shall include the plural, and vice versa; the   
masculine gender shall include the feminine and neuter genders; the feminine   
gender shall include the masculine and neuter genders; and the neuter gender   
shall include masculine and feminine genders.  
  
 (b) The parties agree that any rule of construction to the effect   
that ambiguities are to be resolved against the drafting party shall not be   
applied in the construction or interpretation of this Affiliate Agreement.  
  
 (c) As used in this Affiliate Agreement, the words "include" and   
"including," and variations thereof, shall not be deemed to be terms of   
limitation, but rather shall be deemed to be followed by the words "without   
limitation."  
  
 (d) Except as otherwise indicated, all references in this   
Affiliate Agreement to "Sections" and "Exhibits" are intended to refer to   
Sections of this Affiliate Agreement and Exhibits to this Affiliate Agreement.  
  
  
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Stockholder has executed this Affiliate Agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_, 1999.  
   
 ------------------------------------------  
 (SIGNATURE)  
  
 ------------------------------------------  
 (Print Name)  
  
  
NUMBER OF OUTSTANDING SHARES OF   
COMMON STOCK OF THE COMPANY  
HELD BY STOCKHOLDER:  
  
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NUMBER SHARES OF COMMON STOCK OF THE COMPANY  
SUBJECT TO OPTIONS HELD BY STOCKHOLDER:  
  
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