
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

ChemoCentryx, Inc.

(Name of Issuer)

Common Stock, par value \$0.001 Per Share
(Title of Class of Securities)

16383L106
(CUSIP Number)

Dr. Oliver P. Kronenberg
Group General Counsel
Vifor Pharma Management Ltd.
Flughofstrasse 61, CH-8152, Glattbrugg, Switzerland
+41.58.851.80.00

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 23, 2018
(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS	
	Vifor (International) Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 7,343,492 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 7,343,492 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,343,492 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.6% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS	
	Vifor Fresenius Medical Care Renal Pharma Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,333,333 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,333,333 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,333,333 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.6 % (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

1	NAMES OF REPORTING PERSONS Vifor Pharma Ltd.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO (See Item 3)	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Switzerland	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 10,676,825 (1)
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 10,676,825 (1)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 10,676,825 (1)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 21.2% (2)	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

- (1) Beneficial ownership of the common stock referred to herein is being reported solely because Vifor Pharma Ltd. may be deemed to beneficially own such shares as a result of its indirect ownership of 100% of the equity interests of Vifor (International) Ltd and 55% of the equity interests of Vifor Fresenius Medical Care Renal Pharma Ltd. Neither the filing of this statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by Vifor Pharma Ltd. that it is the beneficial owner of any of the common stock referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934 or for any other purpose, and such beneficial ownership is expressly disclaimed.
- (2) Based on 50,378,571 shares of Common Stock outstanding as of July 31, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 9, 2018.

Item 1. Security and Issuer.

This Statement on Schedule 13D (this "Statement") relates to the shares of common stock, par value \$0.001 ("Common Stock") of ChemoCentryx, Inc., a Delaware corporation (the "Issuer"). The address of the principal executive offices of the Issuer is 850 Maude Avenue, Mountain View, California 94043.

Item 2. Identity and Background.

The names of the persons filing this Statement are Vifor (International) Ltd., an entity formed under the laws of Switzerland ("Vifor (International)"), Vifor Fresenius Medical Care Renal Pharma Ltd., an entity formed under the laws of Switzerland ("VFMCRP") and together with Vifor (International), "Investors"), and Vifor Pharma Ltd., an entity formed under the laws of Switzerland ("Vifor Pharma") and, together with Investors, the "Reporting Persons"). Vifor (International) is an indirect, wholly owned subsidiary of Vifor Pharma. VFMCRP is a majority-owned subsidiary of Vifor Pharma, with Vifor owning 55% of the equity interests of VFMCRP and Fresenius Medical Care AG & Co. KGaA owning the remaining 45%. The Joint Filing Agreement of the Reporting Persons is attached as Exhibit 99.1 to this Statement.

Although the Reporting Persons are making this joint filing, except as otherwise set forth in this filing, neither the fact of this filing nor anything contained herein shall be deemed to be an admission by the Reporting Persons that a group exists within the meaning of the Securities Exchange Act of 1934.

Vifor Pharma is a global specialty pharmaceuticals company that researches, develops and markets its own pharmaceutical products and is a partner of choice for innovative patient-focused solutions.

The principal offices of Vifor (International), VFMCRP and Vifor Pharma are located at Rechenstrasse 37, CH-9014 St. Gallen, Switzerland.

None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

None of the Reporting Persons has, during the last five years, been a party to any civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On September 17, 2018, Vifor (International) entered into a Stock Purchase Agreement (the "Stock Purchase Agreement") with Glaxo Group Limited ("Glaxo"), a limited company organized under the laws of England and Wales. Pursuant to the Stock Purchase Agreement, Vifor (International) purchased from Glaxo 7,343,492 shares of Common Stock (the "Acquired Stock") at a price of \$11.69 per share, for an aggregate purchase price of \$85,845,421.50 (the "Stock Acquisition").

Vifor (International) consummated the Stock Acquisition on October 23, 2018 using cash on hand.

The foregoing description of the Stock Purchase Agreement is qualified in its entirety by reference to the full text of such document, which is filed as Exhibit 99.2 hereto and which is incorporated by reference herein.

Item 4. Purpose of the Transaction.

The information set forth under Item 3 of this Statement is incorporated herein by reference.

Pursuant to the Stock Acquisition, Vifor (International) has a beneficial ownership of Common Stock equal to 14.6% of the Common Stock outstanding (determined by reference to the number of shares of Common Stock outstanding as of July 31, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 9, 2018), which Vifor Pharma may be deemed to beneficially own as a result of its indirect ownership of 100% of the equity interests of Vifor (International). Vifor (International) has entered into the Stock Acquisition based on its belief that the Acquired Stock represented, at the time of the Stock Acquisition, an attractive investment opportunity.

Prior to the date of the Stock Acquisition, Investors and the Issuer were, and as of the date of this Statement remain, party to (i) that certain Collaboration and License Agreement, dated as of May 9, 2016, as amended by the Amendment to Collaboration and License Agreement, dated as of May 22, 2017 (as so amended, the "Avacopan Agreement"), (ii) that certain Stock Purchase Agreement, dated as of May 9, 2016 (the "2016 Stock Purchase Agreement"), (iii) the Collaboration and License Agreement, dated as of December 22, 2016 (the "CCX140 Agreement"), and (iii) that certain Letter Agreement, dated February 13, 2017 (the "Letter Amendment") and, together with the Avacopan Agreement, the 2016 Stock Purchase Agreement and the CCX140 Agreement collectively, the "Commercial Arrangements").

Pursuant to the Commercial Arrangements, Investors and the Issuer are engaged in a strategic partnership relating to Issuer's late stage drug candidates Avacopan (CCX168) and CCX140 (collectively, the "Drugs"), whereby (i) Investors have made payments to Issuer of approximately \$200,000,000, including amounts paid in respect of the development of the Drugs and amounts paid in respect of commercialization arrangements and (ii) the Issuer has granted Investors commercialization rights to the Drugs outside the United States and, in certain cases, outside China.

Also pursuant to the Commercial Arrangements, (i) on May 9, 2016, Vifor (International) and the Issuer entered into the 2016 Stock Purchase Agreement, pursuant to which Vifor (International) acquired directly from the Issuer 3,333,333 shares of Common Stock for an aggregate purchase price of approximately \$24,999,997 and (ii) Investors are subject to certain customary "standstill" obligations in relation to the Issuer, as set forth in the Avacopan Agreement and the CCX140 Agreement (the "Commercial Arrangement Standstills"), which obligations continue for the terms of the Avacopan Agreement and the CCX140 Agreement, or, in each such case, for three months after the early termination of either such agreement. Among other things, the Commercial Arrangement Standstills prohibit Investors from acquiring any securities of the Issuer without the consent of the Board of Directors of the Issuer. Prior to the date of the Stock Acquisition, Vifor (International) transferred to VFMCRCP the 3,333,333 shares of Common Stock that it had previously acquired as well as its rights and obligations in the Commercial Arrangements. Vifor Pharma may be deemed to beneficially own the 3,333,333 shares of Common Stock owned by VFMCRCP as a result of its indirect ownership of 55% of the equity interests of VFMCRCP and, as a result of the Stock Acquisition Vifor Pharma may be deemed to beneficially own 21.2% of the Common Stock outstanding (determined by reference to the number of shares of Common Stock outstanding as of July 31, 2018, as reported in the Issuer's Quarterly Report on Form 10-Q filed on August 9, 2018).

Immediately prior to Vifor (International)'s execution and delivery of the Stock Purchase Agreement, Investors and the Issuer entered into a Standstill and Waiver Agreement, dated September 17, 2018 (the "Standstill Agreement"), pursuant to which (i) the Board of Directors of the Issuer approved the Stock Acquisition and exempted Vifor (International) and the Stock Acquisition from the restrictions contained in Section 203 of the Delaware General Corporate Law and (ii) Investors agreed to comply with certain customary "standstill" obligations through September 17, 2021. Among other things, the Standstill Agreement prohibits Investors from acquiring additional shares of Common Stock such that Investors would own greater than 21.5% of the issued and outstanding Common Stock.

Other than as described in this Statement, the Reporting Persons have no present plans or intentions which would result in or relate to any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D of the Exchange Act.

The foregoing descriptions of the Commercial Arrangements and the Standstill Agreement are qualified in their entirety by reference to the full text of such documents, which are filed as Exhibits 99.3 – 99.8 hereto and which are incorporated by reference herein.

Item 5. Interest in Securities of the Issuer.

As described above, Investors own an aggregate 10,676,825 shares of Common Stock of the Issuer, which constitutes approximately 21.2% of the issued and outstanding Common Stock of the Issuer (as determined on the basis described in Item 4). Vifor Pharma may be deemed to beneficially own such shares as a result of its indirect ownership of 100% of the equity interests of Vifor (International) and 55% of the equity interests of VFMCRRP. Neither the filing of this Statement nor any of its contents shall be deemed to constitute an admission by Vifor Pharma that it is the beneficial owner of any of the common stock referred to herein for purposes of Section 13(d) of the Securities Exchange Act of 1934 or for any other purpose, and such beneficial ownership is expressly disclaimed.

Except as otherwise provided herein, there have been no transactions in shares of Common Stock effected during the past 60 days by the Reporting Persons.

No other person is known by the undersigned to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock which is held by Investor.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth under Item 2, Item 3 and Item 4 of this Statement is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

<u>Exhibit</u>	<u>Description of Exhibit</u>
99.1 (1)	Joint Filing Agreement, dated as of November 1, 2018, by and among Vifor (International) Ltd., Vifor Fresenius Medical Care Renal Pharma Ltd. and Vifor Pharma Ltd.
99.2 (1)	Stock Purchase Agreement, dated as of September 17, 2018, by and between Vifor (International) Ltd. and Glaxo Group Limited
99.3 (1)	Standstill and Waiver Agreement, dated as of September 17, 2018, by and among Vifor (International) Ltd., Vifor Fresenius Medical Care Renal Pharma Ltd. and ChemoCentryx, Inc.
99.4 (2)	Collaboration and License Agreement, dated as of May 9, 2016, by and between ChemoCentryx, Inc. and Vifor (International) Ltd.
99.5 (2)	Stock Purchase Agreement, dated as of May 9, 2016, by and between ChemoCentryx, Inc. and Vifor (International) Ltd.
99.6 (3)	Collaboration and License Agreement, dated as of December 22, 2016, by and between ChemoCentryx, Inc. and Vifor (International) Ltd.
99.7 (4)	Amendment to Collaboration and License Agreement, dated as of May 22, 2017, by and between ChemoCentryx, Inc. and Vifor (International) Ltd.
99.8 (5)	Letter Agreement dated as of June 6, 2018 between ChemoCentryx, Inc. and Vifor (International) Ltd. regarding Grant of Rights to CCX168 in China

- (1) Filed herewith.
- (2) Filed with the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2016, filed with the SEC on August 9, 2016, and incorporated herein by reference.
- (3) Filed with the Issuer's Annual Report on Form 10-K for the year ended December 31, 2016, filed with the SEC on March 14, 2017, and incorporated herein by reference.
- (4) Filed with the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2017, filed with the SEC on August 8, 2017, and incorporated herein by reference.
- (5) Filed with the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018, filed with the SEC on August 9, 2018, and incorporated herein by reference.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

VIFOR (INTERNATIONAL) LTD.

Dated: November 2, 2018

By: /s/ Dr. Oliver P. Kronenberg

Name: Dr. Oliver P. Kronenberg

VIFOR FRESENIUS MEDICAL CARE RENAL PHARMA LTD.

Dated: November 2, 2018

By: /s/ Dr. Oliver P. Kronenberg

Name: Dr. Oliver P. Kronenberg

VIFOR PHARMA LTD.

Dated: November 2, 2018

By: /s/ Dr. Oliver P. Kronenberg

Name: Dr. Oliver P. Kronenberg

JOINT FILING AGREEMENT

This Joint Filing Agreement, dated as of November 1, 2018, is made by and between Vifor (International) Ltd., an entity formed under the laws of Switzerland, Vifor Pharma Ltd., an entity formed under the laws of Switzerland, and Vifor Fresenius Medical Care Renal Pharma Ltd., an entity formed under the laws of Switzerland. The foregoing are collectively referred to herein as the "Parties" and each individually as a "Party." Pursuant to Rule 13d-1(k)(1)(iii) promulgated under the Securities Exchange Act of 1934, as amended, the Parties hereby acknowledge and agree that the Schedule 13D is filed on behalf of each such Party and that all subsequent amendments to the Statement on Schedule 13D shall be filed on behalf of each of the Parties without the necessity of filing additional joint acquisition statements. The Parties hereby acknowledge that each Party shall be responsible for timely filing of such amendments, and for the completeness and accuracy of the information concerning such Party contained therein, but shall not be responsible for the completeness and accuracy of the information concerning any other Party, except to the extent that such Party knows or has reason to believe that such information is inaccurate.

Date: November 1, 2018

Name: VIFOR (INTERNATIONAL) LTD.

By: /s/ Markus Frenzen

Markus Frenzen
Group Treasurer

By: /s/ Georg Frey

Georg Frey
Head Corporate Legal

Name: VIFOR FRESENIUS MEDICAL CARE RENAL
PHARMA LTD.

By: /s/ Marcus Kracht

Marcus Kracht
CFO & Deputy CEO

By: /s/ Dr. Oliver P. Kronenberg

Dr. Oliver P. Kronenberg
Group General Counsel

Name: VIFOR PHARMA LTD.

By: /s/ Alex Sigalas

Alex Sigalas
Head of Finance

By: /s/ Dr. Oliver P. Kronenberg

Dr. Oliver P. Kronenberg
Group General Counsel

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”) is made as of September 17, 2018, by and between Glaxo Group Limited, a limited company organized under the laws of England and Wales, with registered seat at 980 Great West Road, Brentford, Middlesex, TW8 9GS, United Kingdom (“**Seller**”), and Vifor (International) Ltd., a limited company organized under the laws of Switzerland, with residence at Rechenstrasse 21, 9014 St. Gallen, Switzerland (“**Purchaser**”). Seller and Purchaser may each be referred to herein singly as a “**Party**”, and collectively as the “**Parties**.”

RECITALS

- A. Seller is the beneficial owner of 7,343,492 shares (the “**Shares**”) of the common stock, \$0.001 par value per share of ChemoCentryx, Inc., a Delaware corporation (the “**Company**”).
- B. Seller desires to sell the Shares to Purchaser and Purchaser desires to purchase the Shares from Seller, subject to all of the terms, conditions, promises, representations and warranties set forth herein.

AGREEMENT

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

1. Sale and Purchase of the Shares.

1.1 Sale. Subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from Seller at the Closing (as defined below), the Shares, and Seller agrees to sell to Purchaser the Shares at a price of \$11.69 per Share (the “**Price Per Share**”) for an aggregate purchase price of \$85,845,421.50 (the “**Purchase Price**”).

1.2 Closing. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated hereby (the “**Closing**”) shall take place by electronic exchange of documents and signatures at 3:00 p.m., Greenwich Mean Time, at the offices of Cleary Gottlieb Steen & Hamilton LLP, 2 London Wall Place, London EC2Y 5AU, England, as promptly as practicable but no later than the third (3rd) Business Day after the last of the conditions to Closing set forth in Section 4 and Section 5 has been satisfied or waived in writing (other than any conditions that by their nature are to be satisfied at the Closing, it being understood that the occurrence of the Closing shall remain subject to the satisfaction or waiver in writing of such conditions at the Closing), unless another date, place or time is agreed to in writing by the Parties (such date the Closing occurs being the “**Closing Date**”).

1.3 Deliverables; Payment.

(a) At least two (2) Business Days prior to the Closing, Seller shall have given Purchaser wire transfer instructions for Seller's account to which Purchaser shall wire payment for the Shares being purchased by Purchaser at the Closing ("**Designated Account**").

(b) At the Closing, upon satisfaction or waiver, as applicable, of the conditions to Closing set forth in Section 4 and Section 5:

(i) Seller shall deliver, or cause to be delivered, a stock certificate evidencing the Shares accompanied by a stock power duly executed in blank in the form attached hereto as Exhibit A; and

(ii) Purchaser shall deliver, or cause to be delivered by wire transfer of immediately available funds in U.S. dollars an amount equal to the Price Per Share multiplied by the number of Shares to the Designated Account.

2. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

2.1 Organization; Authorization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller has all necessary power and authority under all applicable provisions of applicable law to enter into this Agreement and to carry out the provisions hereof and no approvals or consent of any governmental or regulatory authority or other persons is necessary in connection herewith, other than compliance with and filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder (the "**HSR Act**"). This Agreement constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

2.2 Ownership and Title. Seller is the beneficial and sole record owner of, and has good and marketable title to, the Shares, free and clear of any liens or encumbrances (other than restrictions on transfer under applicable securities laws). The Shares are fully paid and non-assessable. The Shares constitute all of the securities of the Company owned by Seller and its affiliates. Other than this Agreement, the Shares are not subject to any agreements or arrangements, including any hedging, pledging, stock lending and other similar arrangements.

2.3 Access to Information. Seller has received all the information it considers necessary or appropriate for deciding whether to sell the Shares pursuant to this Agreement. In making its decision to sell the Shares, Seller is solely relying on its own knowledge and experience, including relating to the Company, and the representations and warranties of Purchaser contained in Section 3 hereof.

2.4 Non-contravention. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a violation or breach by Seller of, or constitute a default by Seller under, its organizational documents, any applicable law, rule or regulation or any agreement, instrument, decree, judgment or order to which Seller is a party or by which Seller may be bound or to which the Shares may be subject. There is no action, suit, proceeding or investigation pending, or currently threatened, against Seller that questions the validity of this Agreement or the right of Seller to enter into this Agreement, or to consummate the transactions contemplated hereby. Except as set forth in the reports filed by the Company with the Securities and Exchange Commissions that are publicly available as of the date hereof, there are no agreements or arrangements between Seller and any of its affiliates, on the one hand, and the Company, on the other hand, relating to the Shares, including agreements affecting the voting of the Shares or rights of Seller or any of its affiliates as an investor in the Company.

2.5 Finders. No investment bank, financial advisor, broker, finder or other similar person is or shall be entitled to any finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

2.6 No Other Representations and Warranties. Except as expressly and specifically set forth in this Section 2, neither Seller nor any of its affiliates, nor any of their respective directors, officers, employees, stockholders, partners, members, advisors or other representatives has made, or is making, any representation or warranty whatsoever to Purchaser or any of its affiliates and no such party shall be liable in respect of the accuracy or completeness of any information (including any projections on the future performance of the businesses of the Company) provided to Purchaser or any of its affiliates, or any of their respective directors, officers, employees, stockholders, partners, members, advisors or other representatives.

3. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that:

3.1 Organization; Authorization. Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Purchaser has all necessary power and authority under all applicable provisions of applicable law to enter into this Agreement and to carry out the provisions hereof and no approvals or consent of any governmental or regulatory authority or other persons is necessary in connection with Purchaser's fulfillment of its obligations hereunder, other than compliance with and filings under the HSR Act. This Agreement constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally and (b) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 Sufficiency of Funds. Purchaser currently has and will have on the Closing Date sufficient funds available to consummate the transactions contemplated hereby, including to pay the amounts set forth in Section 1.3(b)(ii).

3.3 Investment Purpose. Purchaser is acquiring the Shares for its own account for investment only and not with a view to (or for) resale in connection with any public sale or "distribution" thereof within the meaning of the Securities Act of 1933 (as amended, the "**Securities Act**").

3.4 Access to Information. Purchaser has received all the information it considers necessary or appropriate for deciding to purchase the Shares. In making its decision to purchase the Shares, Purchaser is solely relying on its own knowledge and experience, including relating to the Company, and the representations and warranties of Seller contained in Section 2 hereof.

3.5 Non-contravention. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in a violation or breach by Purchaser of, or constitute a default by Purchaser under, its organizational documents, any applicable law, rule or regulation or any agreement, instrument, decree, judgment or order to which Purchaser is a party or by which Purchaser may be bound. There is no action, suit, proceeding or investigation pending, or currently threatened, against Purchaser that questions the validity of this Agreement or the right of Purchaser to enter into this Agreement, or to consummate the transactions contemplated hereby.

3.6 Independent Transaction Decision. Purchaser is an “accredited investor” as defined in Rule 501(a) under the Securities Act. Purchaser (a) is a sophisticated party familiar with transactions similar to those contemplated by this Agreement, (b) has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the purchase of the Shares and (c) has independently and without reliance upon Seller, and based on such information and the advice of such advisors as Purchaser has deemed appropriate, made its own analysis and decision to enter into this Agreement. Purchaser acknowledges and agrees that (x) neither Seller, nor Seller’s officers, directors, stockholders, trustees, affiliates or agents, if and as applicable, is acting as a fiduciary or financial or investment adviser to Purchaser, (y) no such person has given Purchaser any investment advice, recommendation, opinion or other information on whether the sale of the Shares is prudent and (z) no such person has been authorized by Seller to make any such recommendation or provide any such advice, opinion or other information.

3.7 Responsibility. Purchaser acknowledges and agrees that neither Seller nor Seller’s officers, directors, stockholders, trustees, affiliates or agents, if and as applicable, (a) has been requested to or has provided Purchaser with any information or advice with respect to the Shares nor is such information or advice necessary or desired, or (b) has made or makes any representation to Purchaser as to the Company. Purchaser’s purchase of the Shares is not the result of any general solicitation or general advertising by Seller or any agent of Seller.

3.8 Finders. No investment bank, financial advisor, broker, finder or other similar person is or shall be entitled is entitled to any finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser.

3.9 No Other Representations and Warranties. Purchaser acknowledges and agrees that (a) other than the representations and warranties expressly set forth in Section 2 of this Agreement, neither Seller nor any other person has made or makes any other representation or warranty, written or oral, express or implied, at law or in equity, with respect to the Shares or the Company, including any representation or warranty as to (i) value, merchantability or fitness for a particular use or purpose or for ordinary purposes, (ii) the operation or probable success or

profitability of the Company following the Closing or (iii) the accuracy or completeness of any information regarding the Company made available or otherwise provided to Purchaser and its representatives in connection with this Agreement or their investigation of the Company (including any estimates, forecasts, budgets, projections or other financial information with respect to the Company), and (b) Purchaser will have no right or remedy (and Seller will have no liability whatsoever) arising out of, and Purchaser expressly disclaims any reliance upon, any representation, warranty or other statement (whether written or oral) made by, on behalf of or relating to Seller or the Company, including in any information regarding the Company made available or otherwise provided to Purchaser and its representatives in connection with this Agreement or their investigation of the Company (including any estimates, forecasts, budgets, projections or other financial information with respect to the Company), or any errors therein or omissions therefrom, other than the representations and warranties expressly set forth in Section 2 of this Agreement.

4. Conditions of Purchaser's Obligations at Closing. The obligations of Purchaser to Seller under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by Purchaser in its sole discretion:

4.1 The representations and warranties of Seller contained in Section 2 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date. Purchaser shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Seller, certifying that such condition has been fulfilled.

4.2 No governmental or regulatory authority of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law, judgment, order or decree that renders the consummation of the Closing illegal, or prohibits or enjoins the Closing.

4.3 The waiting period under the HSR Act (and any extensions thereof) shall have expired or been terminated.

5. Conditions of Seller's Obligations at Closing. The obligations of Seller to Purchaser under this Agreement are subject to the fulfillment, on or before the Closing, of each of the following conditions, unless otherwise waived by Seller in its sole discretion:

5.1 The representations and warranties of Purchaser contained in Section 3 shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date. Seller shall have received a certificate, dated as of the Closing Date and signed by a duly authorized officer of Purchaser, certifying that such condition has been fulfilled.

5.2 No governmental or regulatory authority of competent jurisdiction shall have issued, enacted, entered, promulgated or enforced any law, judgment, order or decree that renders the consummation of the Closing illegal, or prohibits or enjoins the Closing.

5.3 The waiting period under the HSR Act (and any extensions thereof) shall have expired or been terminated.

6. Miscellaneous.

6.1 Efforts and HSR Act. The Parties shall (and shall cause their respective affiliates to) use their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable under this Agreement and under applicable laws in order to consummate the Closing prior to the Termination Date. Purchaser shall (and shall cause its affiliates to) use its reasonable best efforts to prepare and file as promptly as practicable (but no later than ten (10) Business Days following the date hereof) with the United States Federal Trade Commission and the United States Department of Justice the notification and report form required under the HSR Act in connection with the purchase of Shares contemplated hereunder, and Seller shall reasonably cooperate in connection therewith.

6.2 Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the Parties with respect to the subject matter herein and therein and all inducements to the making of this Agreement relied upon by the Parties, and they supersede all other prior warranties, representations or covenants, understandings and agreements, both written and oral, with respect to such subject matter.

6.3 Construction. This Agreement is the result of negotiations between and has been reviewed by each Party and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of both Parties, and no ambiguity shall be construed in favor of or against either Party.

6.4 Business Day. For purposes of this Agreement, "Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in England and Wales or Switzerland are authorized or required by applicable Law to be closed.

6.5 Survival. The warranties, representations and covenants of Seller and Purchaser contained in or made pursuant to this Agreement with respect to the Closing shall survive until the expiration of the applicable statute of limitations.

6.6 Fees and Expenses. Each Party shall bear its own expenses incurred on its behalf with respect to this Agreement and the transactions contemplated hereby.

6.7 Specific Performance. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the Parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

6.8 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties (including permitted transferees of any of the Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties or their respective successors and assigns, any rights, remedies, obligations or liabilities under this Agreement, except as expressly provided in this Agreement.

6.9 Governing Law; Jurisdiction. This Agreement and all matters, claims, controversies, disputes, suits, actions or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by and construed in accordance with the internal laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of New York.

6.10 Resolution of Disputes.

(a) Generally. Unless prohibited by applicable law or as otherwise expressly provided in this Agreement, the Parties agree that any dispute, controversy or claim arising out of or relating to this Agreement or the performance by the Parties of its terms shall be settled by binding arbitration held in the Borough of Manhattan, City of New York, State of New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as specifically otherwise provided in this Section 6.10. Notwithstanding the foregoing, to the extent the arbitrator(s) does not possess the power to subpoena witnesses necessary to the resolution of a dispute, controversy or claim brought hereunder which a court of competent jurisdiction would possess, such dispute, controversy or claim shall not be subject to the terms of this Section 6.10 and shall instead be subject to resolution in such court.

(b) Arbitrators. If the matter in controversy (exclusive of attorney fees and expenses) shall appear, as at the time of the demand for arbitration, to exceed \$500,000, then the panel to be appointed shall consist of three neutral arbitrators; otherwise, one neutral arbitrator. No arbitrator shall be a current or former officer, manager, director or employee of Purchaser or Seller (or any of their respective affiliates).

(c) Procedures; No Appeal. The arbitrator(s) shall allow such discovery as the arbitrator(s) determines appropriate under the circumstances and shall resolve the dispute as expeditiously as practicable, and if reasonably practicable, within ninety (90) days after the selection of the arbitrator(s). The arbitrator(s) shall give the Parties written notice of the decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider and modify such decision if either Party so requests within ten (10) days after the decision. Thereafter, the decision of the arbitrator(s) shall be final, binding, and nonappealable with respect to all persons, including (without limitation) persons who have failed or refused to participate in the arbitration process, except to the extent such decision shall be premised upon an erroneous application of or shall be contrary to applicable law. In making any decision, the arbitrator(s) is instructed to preserve, as nearly as possible, to the extent compatible with applicable law, the original business and economic intent of the Parties embodied in this Agreement.

(d) Authority. The arbitrator(s) shall have authority to award relief under legal or equitable principles, including interim or preliminary relief, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys' fees and expenses in such manner as is determined to be appropriate by the arbitrator(s).

(e) Entry of Judgment. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having in personam and subject matter jurisdiction. Purchaser and Seller each hereby submit to the in personam jurisdiction of the federal and state courts in the Southern District of New York, and in the borough of Manhattan for the purpose of confirming any such award and entering judgment thereon.

(f) Confidentiality. All proceedings under this Section 6.10, and all evidence given or discovered pursuant hereto, shall be maintained in confidence by the Parties and by the arbitrator(s).

(g) Continued Performance. The fact that the dispute resolution procedures specified in this Section 6.10 shall have been or may be invoked shall not excuse either Party from performing its obligations under this Agreement and during the pendency of any such procedure the Parties shall continue to perform their respective obligations in good faith.

(h) Tolling. All applicable statutes of limitation shall be tolled while the procedures specified in this Section 6.10 are pending. The Parties will take such action, if any, required to effectuate such tolling.

6.11 Waiver of Jury Trial. WITHOUT LIMITING SECTION 6.10, AND ONLY TO THE EXTENT THAT ANY PROVISION OF SECTION 6.10 IS HELD BY A COURT OF COMPETENT JURISDICTION NOT TO BE ENFORCEABLE, EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND FOR ANY COUNTERCLAIM THEREIN TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

6.12 Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, electronic mail (including .pdf) or other transmission and upon such delivery the transmitted signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

6.13 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.14 Notices. All notices or other communications to be delivered in connection with this Agreement shall be in writing and shall be deemed to have been properly delivered, given and received (a) on the date of delivery if delivered by hand during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, (b) on the date of successful transmission if an executed copy of such notice is sent via facsimile or email during normal business hours of the recipient during a Business Day, otherwise on the next Business Day, or (c) on the date of receipt by the addressee if sent by a nationally recognized overnight courier or by registered or certified mail, return receipt requested, if received on a business day, otherwise on the next Business Day.

Such notices or other communications must be sent to each respective Party at the address, email address or facsimile number set forth below (or at such other address, email address or facsimile number as shall be specified by a Party in a notice given in accordance with this Section 6.14):

If to Seller: Glaxo Group Limited
 980 Great West Road
 Brentford, Middlesex TW8 9GS
 United Kingdom
 Email: antony.r.braithwaite@gsk.com
 Attention: VP & Associate General Counsel

with a copy (which shall not constitute notice) to:

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, New York 10006
Facsimile: (212) 225-3999
Email: boreilly@cgsh.com
Attention: Benet O'Reilly

If to Purchaser: Vifor (International) Ltd.
 Rechenstrasse 37
 9014 St. Gallen
 Switzerland 9000
 Facsimile: +41 58 851 8001
 Email: oliver.kronenberg@viforpharma.com
 Attention: Dr. Oliver P. Kronenberg, Group General Counsel

with a copy (which shall not constitute notice) to:

Jones Day
901 Lakeside Avenue
Cleveland, Ohio 44114
Facsimile: (216) 579-0212
Email: BLStulberg@jonesday.com
Attention: Benjamin L. Stulberg

6.15 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Parties hereto.

6.16 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to either Party, upon any breach or default of the other Party under this Agreement shall impair any such right, power or remedy of such non-defaulting Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default therefore or thereafter occurring.

Any waiver, permit, consent or approval of any kind or character on the part of either Party of any breach or default under this Agreement or any waiver on the part of either Party of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to either Party, shall be cumulative and not alternative.

6.17 Severability. If any provision of this Agreement is held to be illegal or unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.18 Confidentiality. Seller and Purchaser shall not disclose the contents of this Agreement (including the fact that a transaction occurred and the identities of the Parties) to any other person or entity by way of press release, public announcement or description of the transaction in any marketing documents. For purposes of clarity, the foregoing shall not prohibit (i) Purchaser from disclosing the transaction, including the name of the Company and the amount and value of Purchaser's security holdings in the Company in accordance with applicable investment reporting and disclosure regulations or internal policies, or (ii) any other disclosure reasonably determined by the disclosing Party to be required pursuant to law, rule or regulation.

6.19 Further Assurances. Each Party agrees to use commercially reasonable efforts to promptly take or cause to be taken all action and promptly to do or cause to be done all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement. Each Party shall execute and deliver such further certificates, agreements and other documents and take such other actions as the other Party may reasonably request to consummate or implement the transactions contemplated by this Agreement.

6.20 Termination. This Agreement may be terminated at any time prior to the Closing (a) by written agreement of the Parties, (b) by either Party, if there shall have been a material breach of any representation, warranty, covenant or agreement by the other Party, and such breach, if curable, is not cured within ten (10) days following written notice from the Party to the Party allegedly in breach, (c) by either Party, if the Closing shall not have occurred on or prior to the date that is sixty (60) days following the date of this Agreement or such other date that the Parties may agree upon in writing (the "**Termination Date**"); provided, however, that the right to terminate this Agreement pursuant to this Section 6.20(c) shall not be available to a Party, if a breach of this Agreement by such Party has resulted in the failure of the Closing to occur prior to the Termination Date.

6.21 Acquisition True-up Payment.

(a) If, within eighteen (18) months of the Closing Date, Purchaser or any of its affiliates either (X) enters into a definitive agreement with the Company in respect of an Acquisition or (Y) otherwise consummates an Acquisition, then, in either case, upon the consummation of the Acquisition, Purchaser shall pay Seller an amount in cash (the "**True-up Payment**") equal to (i) the aggregate value of the consideration that would have been payable to

Seller with respect to the Shares in such Acquisition (if any such consideration is in the form of securities or other non-cash consideration, the value thereof shall be determined in good faith based on the fair market value of such securities or other non-cash consideration on the closing date of such Acquisition) minus (ii) the Purchase Price; provided that, for the avoidance of doubt, if the difference between clauses (i) and (ii) is less than zero, Purchaser shall not be required to pay any amount to Seller. For the avoidance of doubt, the determination of the consideration that would have been payable to Seller with respect to the Shares will be made (A) without giving effect to any percentage ownership accretion or dilution occurring after the date hereof in relation to other equity securities of the Company (or securities convertible into equity securities of the Company), but (B) will reflect the effect that any stock dividend, subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination or exchange of shares or any similar event occurring after the date hereof would have had on the Shares (subject in all respects to the foregoing clause (A)).

(b) Notwithstanding the foregoing, no True-up Payment shall be due in the event that, prior to Purchaser or any of its affiliates making an offer or proposal to the Company or its Board of Directors in respect of an Acquisition, (i) a third party makes an unsolicited, public offer or proposal to the Company, its Board of Directors, or any of its equityholders, in each case with respect to a merger, consolidation, business combination or other similar transaction involving the Company and (ii) thereafter, such third party offer or proposal not having been withdrawn, Purchaser or any of its affiliates makes within 30 days of such third party offer or proposal having been made, an offer or proposal in respect of an Acquisition with the consent or at the request of the Company's Board of Directors.

(c) For purposes hereof, an "Acquisition" shall mean any transaction or series of related transactions involving: (i) the purchase or other acquisition, including any acquisition pursuant to a tender or exchange offer, pursuant to which Purchaser or its affiliates directly or indirectly acquires more than fifty percent (50%) of the common stock of the Company outstanding as of the consummation of such purchase, acquisition, tender or exchange offer (ii) a merger, consolidation, business combination or other similar transaction, pursuant to which Purchaser or its affiliates directly or indirectly acquires more than fifty percent (50%) of the voting equity interests in the Company (or, as applicable, in the surviving or resulting entity of such transaction if such is the successor to the Company) or; (iii) an acquisition, whether through any sale, transfer, acquisition, license or otherwise, of more than fifty percent (50%) of the consolidated assets of the Company and its subsidiaries taken as a whole (measured by the fair market value thereof).

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year hereinabove first written.

PURCHASER:

Vifor (International) Ltd.

By: /s/ Stefan Schulze
Name: Stefan Schulze
Title: COO & President of the Executive Committee

By: /s/ Dr. Oliver P. Kronenberg
Name: Dr. Oliver P. Kronenberg
Title: Group General Counsel

SELLER:

Glaxo Group Limited

By: /s/ Simon Dingemans
Name: Simon Dingemans
Title: Chief Financial Officer

[Signature Page to Stock Purchase Agreement]

Exhibit A

FORM OF STOCK POWER

FOR VALUE RECEIVED, Glaxo Group Limited does hereby sell, assign and transfer unto Vifor (International) Ltd., Seven Million Three Hundred Forty-Three Thousand Four Hundred Ninety-Two (7,343,492) shares of common stock, par value \$0.001 per share of ChemoCentryx, Inc. a Delaware corporation (the "Company"), standing in its name on the books of the said Company represented by certificate number 0035 herewith, and does hereby constitute and appoint _____ to transfer the said stock on the books of the Company with full power of substitution in the premises.

DATED: _____

GLAXO GROUP LIMITED

By _____
Name:
Title:

AGREEMENT

This Agreement (this "*Agreement*") is made and entered into as of September 17, 2018, by and among the persons and entities listed on Schedule A hereto (each, individually, a "*Vifor Entity*" and collectively, the "*Vifor Entities*") and ChemoCentryx, Inc., a Delaware corporation (the "*Company*").

WHEREAS, the Vifor Entities and their respective affiliates and associates may desire to acquire ownership of additional shares of common stock, par value \$0.001 per share, of the Company ("*Common Stock*") without being or becoming subject to the restrictions under Section 203 of the General Corporation Law of the State of Delaware ("*DGCL 203*") applicable to a "business combination" with an "interested stockholder" (each such term, as used in this Agreement, shall have the meaning given to it in DGCL 203, except as described in Section 5 hereof), so long as the Vifor Entities and their affiliates and associates do not own 21.5% or more of the voting power of the then issued and outstanding shares of voting stock of the Company, subject to certain exceptions contained herein;

WHEREAS, as of the date hereof, the Company and the Vifor Entities have no current discussions or negotiations with each other regarding a business combination or other extraordinary transaction involving the Company; and

WHEREAS, it is the intent of the parties that this Agreement be made and entered into, and that the Board Approval be in full force and effect, as of immediately prior to a Vifor Entity's entry into a definitive agreement in respect of any acquisition of Common Stock that would result in one or more Vifor Entities becoming an interested stockholder.

NOW THEREFORE, in consideration of the premises and the covenants of the parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the undersigned hereby agree as follows:

1. The Company hereby represents and warrants to the Vifor Entities that (i) the Board of Directors of the Company has duly approved (the "*Board Approval*") this Agreement and the acquisition by the Vifor Entities and their respective affiliates and associates, whether in a single transaction or multiple transactions from time to time, of additional shares of Common Stock to the extent such acquisitions would result in the Vifor Entities and their affiliates and associates being the owner of 15% or more, but less than 21.5%, of the voting power of the shares of voting stock of the Company issued and outstanding from time to time, subject to the limitations provided for in Section 5 hereof and subject to the accuracy of the representations and warranties set forth in Section 2 hereof, and (ii) the action of the Board of Directors of the Company constituting the Board Approval is attached hereto as Exhibit A, and as of and through the date of this Agreement, the Board Approval is in full force and effect and has not otherwise been rescinded or modified.

2. The Vifor Entities hereby represent and warrant that, as of the date of this Agreement and assuming the accuracy of the representations and warranties set forth in Section 3 hereof, the Vifor Entities and their affiliates and associates are, in the aggregate, owners of less than 15% of the shares of Common Stock issued and outstanding as of the date of this Agreement.

3. The Company hereby represents and warrants that, as of the date of this Agreement, there are 50,410,440 shares of Common Stock issued and outstanding which is the only class of "voting stock" (as defined herein) of the Company.

4. As of the date hereof, the Vifor Entities hereby represent and warrant to the Company that neither the Vifor Entities, nor any person with whom any Vifor Entity may be deemed to be acting in concert with respect to the Company or its securities, owns any securities of the Company, except for the Common Stock that is held by Vifor Fresenius Medical Care Renal Pharma Ltd ("*Vifor*"). The Vifor Entities also hereby represent and warrant to the Company that, prior to the date hereof and except as otherwise disclosed to the Company, Vifor has taken no activities prohibited under this Section 4 other than the purchase of the Company's Common Stock. Subject to the terms of this Agreement, the Vifor Entities agree that, for a period of three years from the date of this letter agreement, unless specifically invited in writing by the Board of

Directors of the Company, which for purposes of this provision shall mean a majority of the Non-Vifor Directors (as defined in Section 6), neither the Vifor Entities nor any of the Vifor Entities' affiliates or representatives acting at any Vifor Entity's express direction and with any Vifor Entity's knowledge will in any manner, directly or indirectly: (a) effect or seek or offer (other than through a Non-Public Board Proposal (as defined below)) or propose to effect, or announce (other than through a Non-Public Board Proposal (as defined below)) any intention to effect or cause or participate in or assist, facilitate or encourage any other person to effect or seek, offer or propose (whether publicly or otherwise) to effect or participate in, (i) any acquisition of securities (or beneficial ownership thereof), or rights or options to acquire any securities (or beneficial ownership thereof), or any indebtedness or businesses, or assets representing or constituting a significant portion of the consolidated assets of, the Company or any of its subsidiaries, (ii) any tender or exchange offer, merger or other business combination involving the Company, any of the subsidiaries or assets of the Company constituting a significant portion of the consolidated assets of the Company and its subsidiaries, (iii) any recapitalization, restructuring, liquidation, dissolution or other extraordinary transaction with respect to the Company or any of its subsidiaries, or (iv) any "solicitation" of "proxies" (as such terms are used in the proxy rules of the Securities and Exchange Commission) or consents to vote any voting stock of the Company; (b) form, join or in any way participate in a "group" (as defined under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) with respect to the Company or otherwise act in concert with any person in respect of any such securities; provided, however, that for purposes of this Section 4, the Vifor Entities, together with their respective affiliates and associates may be deemed a "group" and shall not be deemed to be in violation hereof; (c) otherwise act, alone or in concert with others, to seek representation on or to control the Board of Directors or to obtain representation on the Board of Directors of the Company; or (d) enter into any agreements or arrangements with any third party with respect to any of the foregoing; provided, that, notwithstanding anything to the contrary in the foregoing clauses (a)-(d), nothing shall prohibit any Vifor Entity or its representatives from (1) making any proposal on a non-public, confidential basis to the Board of Directors of the Company (provided, that such proposal is not expected to require the Company or any Vifor Entity to make any public disclosure) (a "Non-Public Board Proposal"), (2) engaging in any activities consented to in writing by the Company or its attorneys (as evidenced by a written communication (which may be by email) that expressly references such exhibit) or (3) voting any shares of voting stock of the Company in its sole discretion at any annual or special meeting of shareholders. The provisions of this paragraph shall be inoperative and of no force or effect if any transaction contemplated in clause (a)(ii) above is publicly announced and which if consummated would constitute a Competing Transaction (as defined below) is made for securities of the Company and the Board of Directors either accepts such offer or fails to recommend that its stockholders reject such offer within ten business days from the date of commencement of such offer. For the purposes of this paragraph, a "Competing Transaction" shall mean a transaction in which (A) a person or "group" (within the meaning of Section 13(d) under the Exchange Act) acquires, directly or indirectly, (i) more than 50% of the consolidated assets of the Company and its subsidiaries, (ii) securities representing more than 50% of the total voting power of the Company, (iii) securities convertible into more than 50% of the Company's outstanding voting stock or (iv) any options, warrants or other rights to acquire more than 50% of the Company's voting stock or (B) the Company engages in a merger, consolidation or other similar transaction such that the holders of voting stock of the Company immediately prior to the transaction do not own more than 50% of the voting power of securities of the resulting entity following the transaction.

5. Notwithstanding Section 4, each of the Vifor Entities agrees that if any Vifor Entity or any of its affiliates and associates becomes (other than as a result of a Company-Triggered Additional Acquisition (as defined below)) the owner of shares of voting stock of the Company such that the Vifor Entities would, together with their affiliates and associates, in the aggregate own 21.5% or more of the voting power of the issued and outstanding shares of voting stock of the Company under circumstances in which they would be an "interested stockholder" as defined in DGCL 203 (but, for this purpose, replacing 15% in such definition with 21.5%) (any event causing the Vifor Entities and their affiliates and associates to own in the aggregate 21.5% or more of the voting power of the then issued and outstanding shares of voting stock of the Company, an "Additional Acquisition"), then (i) notwithstanding the Board Approval referred to in Section 1 of this Agreement, the restrictions under DGCL 203 applicable to a "business combination" with an "interested stockholder" shall apply as a matter of contract pursuant to this Agreement (except as modified herein) to the Vifor Entities and their respective affiliates and associates as if such Board Approval had not been granted and as if the Additional Acquisition had caused each Vifor Entity and its affiliates and

associates to become an interested stockholder for purposes of DGCL 203, except that wherever 15% is used in DGCL 203 it shall mean, for all purposes of this Agreement, 21.5%; and (ii) the Vifor Entities and their affiliates and associates will not engage in any business combination with the Company for a period of 3 years following the time that the Vifor Entities and their affiliates and associates became an owner of 21.5% or more of the voting power of the then issued and outstanding shares of voting stock of the Company, unless:

(1) prior to such time the Board of Directors of the Company approved, including approval by a majority of the Non-Vifor Directors (as defined in Section 6), either the business combination or the Additional Acquisition;

(2) upon consummation of the transaction which resulted in the Vifor Entities and their affiliates and associates becoming an owner of 21.5% or more of the voting power of the issued and outstanding shares of voting stock of the Company, the Vifor Entities and their affiliates and associates owned at least 85% of the voting power of the voting stock of the Company outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the Vifor Entities and their affiliates and associates) those shares owned (i) by persons who are directors and also officers of the Company and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

(3) at or subsequent to such time the business combination is approved by the Board of Directors of the Company, including by a majority of the Non-Vifor Directors, and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the voting power of the outstanding voting stock which is not owned by the Vifor Entities and their affiliates and associates;

provided, that, the restrictions set forth above shall not apply if (a) any of the exceptions in DGCL Section 203(b)(4), (5) or (6) would be applicable at the time of such business combination or (b) the event causing the Additional Acquisition was any reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, issuer tender or exchange offer, repurchase, redemption, or other similar transaction involving the voting securities of the Company (a "*Company-Triggered Additional Acquisition*").

6. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures were upon the same instrument. All representations, warranties, covenants and agreements made herein shall survive the execution and delivery of this Agreement. This Agreement constitutes the entire agreement among the parties hereto in respect of the subject matter hereof. No provision of this Agreement may be: (a) amended except by an instrument in writing executed by the parties hereto; or (b) waived except by an instrument in writing executed by the party against whom the waiver is to be effective; provided that any such amendment or waiver has been approved by the Board of Directors of the Company, including, to the fullest extent permitted by law, by a majority of the Non-Vifor Directors. This Agreement shall not be terminated except by an instrument in writing executed by the parties hereto; provided that any such termination has been approved by the Board of Directors of the Company, including, to the fullest extent permitted by law, by a majority of the Non-Vifor Directors. For purposes of this Agreement, "*Non-Vifor Directors*" shall mean the members of the Board of Directors of the Company that are not affiliated with, and were not nominated by, any Vifor Entity or any affiliate or associate thereof or any other stockholder of the Company (including any affiliate or associate of any such stockholder) that is subject to an agreement similar to this Agreement. This Agreement: (i) shall not be assignable by any of the parties hereto; and (ii) shall be binding on successors of the parties hereto.

7. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to choice of law principles that would compel the application of the laws of any other jurisdiction. Each of the parties hereto irrevocably agrees that any legal action or proceeding that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be brought and determined exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom located in the State of Delaware (or, only if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court located in the State of Delaware).

8. Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to this Agreement.

9. The parties hereto agree that irreparable damage, for which monetary damages would not be an adequate remedy, would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached by the parties hereto. It is accordingly agreed that the parties hereto shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled under the terms of this Agreement at law or in equity. Each party hereto accordingly agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party under this Agreement.

10. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

11. As used in this Agreement, the terms “*affiliate*,” “*associate*,” “*owner*,” including the terms “*own*” and “*owned*,” “*stock*” and “*voting stock*” have the meanings given to them in DGCL 203; provided, that for the avoidance of doubt, the Company’s Preferred Stock, par value \$0.001 per share, with the rights currently set forth in the Company’s Amended and Restated Certificate of Incorporation in effect on the date hereof, shall not be deemed to be voting stock for purposes of this Agreement.

12. The Vifor Entities and the Company hereby agree that their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement and this Agreement is not intended to, and does not, confer upon any person, including any other holder of outstanding shares of capital stock of the Company, other than the parties hereto any rights or remedies hereunder.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or caused the same to be executed by its duly authorized representative as of the date first above written.

CHEMOCENTRYX, INC.

By: /s/ Thomas J. Schall

Name: Thomas J. Schall

Title: President and Chief Executive Officer

**VIFOR FRESENIUS MEDICAL CARE RENAL
PHARMA LTD**

By: /s/ David Bevan

Name: David Bevan

Title: CEO

By: /s/ Marcus Kracht

Name: Marcus Kracht

VIFOR (INTERNATIONAL) LTD

By: /s/ Stefan Schulze

Name: Stefan Schulze

Title: President of the Executive Committee and COO

By: /s/ Dr. Oliver P. Kronenberg

Name: Dr. Oliver P. Kronenberg

Title: Group General Counsel

SCHEDULE A

Vifor Fresenius Medical Care Renal Pharma Ltd
Vifor (International) Ltd

EXHIBIT A

BOARD APPROVAL

NOW, THEREFORE, BE IT RESOLVED, that contingent upon Vifor executing and delivering the Agreement to the Corporation, the Board hereby approves the acquisition of ownership of voting stock of the Corporation in one or more transactions in which Vifor will increase its beneficial ownership of and will become the owner of voting stock of the Corporation aggregating not more than 21.499% (including, for the avoidance of doubt, the Share Purchase) for all purposes under Section 203, and hereby exempts Vifor from the restrictions contained in Section 203 (provided that such approval and exemption shall not, and shall not be construed to, limit the application of any term or provision of the Agreement), and hereby confirms all approvals necessary under Section 203 so that, as a result of such transaction(s), the restrictions on "business combinations" in Section 203 shall not be applicable to Vifor as an "interested stockholder" of the Corporation under Section 203.