FIRST AMENDMENT TO MASTER CLINICAL STUDY AGREEMENT

This first amendment ("Amendment"), dated 17 April 2012, to the Master Clinical Study Agreement by and between Astellas Pharma Global Development, Inc. ("APGD") (an affiliate of Astellas Pharma US, Inc., "APUS") and each of The University of Texas at Austin, The University of Texas Health Science Center at Houston, The University of Texas Health Science Center at San Antonio, The University of Texas MD Anderson Cancer Center, The University of Texas Medical Branch at Galveston, The University of Texas Southwestern Medical Center at Dallas and The University of Texas Health Science Center at Tyler (each an "Institute" and, collectively the "Institutes"), each a member institution of The University of Texas System ("System"), that is governed by its Board of Regents ("Board"). APGD and Institute and/or Institutes are hereinafter collectively referred to as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Astellas Pharma US, Inc. ("APUS"), and Institutes entered into that certain Master Clinical Study Agreement dated 18 April, 2007 (the "Basic Agreement"); and

WHEREAS, as of January 1, 2009, a new corporate affiliate, Astellas Pharma Global Development, Inc. ("APGD"), was established and certain APUS clinical research and development operations were transferred to APGD.

WHEREAS, by contractual fiat, APUS assigned this Agreement to its affiliate, APGD, pursuant to Section 12 of the Basic Agreement. As such, the term "APGD" shall be substituted for "APUS" throughout the Basic Agreement.

WHEREAS, The University of Texas MD Anderson Cancer Center is not a Party to the Master Clinical Study Agreement. Therefore reference to The University of Texas MD Anderson Cancer Center shall be deleted in its entirety in the Basic Agreement.

WHEREAS, the Parties now desire to amend the Basic Agreement to extend the term of the Basic Agreement for an additional twelve (12) months and to incorporate an additional clause regarding the Association for the Accreditation of Human Research Protection Programs, Inc. ("AAHRPP") while the Parties undertake to negotiate a new comprehensive enterprise APGD master clinical study agreement covering all Astellas affiliates.

WHEREAS, the Parties now desire to amend the Basic Agreement pursuant to the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the above Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby understand and agree as follows:
1. All terms used herein shall have the same meaning as ascribed to them in the Basic Agreement.

2. Reference to "The University of Texas MD Anderson Cancer Center" shall be deleted from the first paragraph of the Master Clinical Study Agreement (e.g., the Basic Agreement) and from the signature block at the end of the Master Clinical Study Agreement. Additionally, each and every reference to "APUS" in the Basic Agreement shall be deleted and replaced with "APGD".

3. Section 15 entitled "Term and Termination" of the Basic Agreement shall be amended such that the term of the Agreement shall be extended for an additional one (1) year until 18 April, 2013.

4. New Section 2(F) shall be added to the Basic Agreement as follows:
   
   "APGD will notify Institute(s) of any subject safety issues in accordance with FDA regulations. In addition, APGD will notify the Institute(s) and Principal Investigator of interim findings and post-study results that could affect the subject protections associated with the Study. Institute(s), through the Principal Investigator and/or IRB as appropriate, shall tell subjects of important information that may adversely affect the safety, well-being, medical care or health of a subject in accordance with its IRB policy, but only to the extent such disclosure is i) limited to safety information germane to the subject's condition, and ii) provided that such disclosure is minimized to the extent possible.

5. To the extent any term or provision of this Amendment conflicts with any term or provision of the Basic Agreement, the terms and provisions of this Amendment shall prevail. In all other respects, the terms and conditions of the Basic Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the Basic Agreement to be effective as of the latest date of signature below.

ASTELLAS PHARMA GLOBAL DEVELOPMENT, INC.

By: 
Name: David Facklam
Title: Vice President Global Clinical Sciences

THE UNIVERSITY OF TEXAS AT AUSTIN

By: Susan W. Sedwick, Ph.D.

Name: Susan W. Sedwick, Ph.D.
Title: Director, OSP & Assoc. VP for Research
THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT HOUSTON

By: [Signature]
Name: Kathryn A. Bradley
Title: Assistant Director, Contracts
Office of Sponsored Projects

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

By: ________________
Name: ________________
Title: ________________

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: ________________
Name: ________________
Title: ________________

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT SAN ANTONIO

By: ________________
Name: ________________
Title: ________________

THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT TYLER

By: ________________
Name: ________________
Title: ________________
THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON

By: __________________________
Name: _________________________
Title: _________________________

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO

By: __________________________
Name: Jane A. Youngers
Title: Assistant Vice President for Research Administration

THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

By: __________________________
Name: _________________________
Title: _________________________

THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT TYLER

By: __________________________
Name: _________________________
Title: _________________________

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: __________________________
Name: _________________________
Title: _________________________