

**AMENDMENT NO. 1 TO
MASTER CLINICAL STUDY AGREEMENT**

This Amendment No. 1 to Master Clinical Study Agreement ("Amendment"), effective as of March 1, 2006 ("Effective Date"), is entered into by and between Amgen Inc., a Delaware corporation with its principal office and place of business at One Amgen Center Drive, Thousand Oaks, California 91320 ("Amgen") and each of The University of Texas Health Science Center at San Antonio, The University of Texas Health Science Center at Houston, The University of Texas Medical Branch at Galveston, The University of Texas Health Center at Tyler and The University of Texas Southwestern Medical Center at Dallas (each an "Institution"), each with an office and place of business and each a component of The University of Texas System located at 201 West 7th Street, Austin, Texas 78701 (each referred to individually as an "Institution," or collectively as "Institutions").

WHEREAS, Amgen and Institutions and The University of Texas M. D. Anderson Cancer Center ("MD Anderson") have entered into a Master Clinical Study Agreement dated December 27, 2000 (the "Agreement") to engage in covering the conduct of one or more clinical studies at an Institution using Amgen proprietary products under specific Amgen-initiated protocols, as Institutions and Amgen mutually agree, said studies to advance the Institutions' educational and research purposes;

WHEREAS, MD Anderson has decided not to execute this Amendment in view of its intent to negotiate a stand-alone Master Clinical Study Agreement with Amgen; and

WHEREAS, the parties now wish to amend certain provisions under the Agreement to add HIPAA provisions and to amend the termination provision to extend the life of this Master Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations and warranties set forth herein, the parties agree as follows:

SECTION 1. Definitions; References. Unless otherwise specifically defined herein, each term used herein which is defined in the Agreement shall have the meaning assigned to such term in the Agreement.

SECTION 2. Amendment of Section 4. Section 4 of the Agreement is hereby amended with the addition of subsection E as follows:

- "E. To the extent that the Institutions, a Principal Investigator, or any other person or entity involved in the Study (other than as a Subject) is a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Institutions certify that the Institutions will obtain a valid HIPAA Privacy Rule authorization, as prescribed in 45 C.F.R. §164.508(b) from each Subject participating in the Study permitting disclosures from such Institution and/or the Principal Investigator to Amgen and any and all other clinical trial service providers of the Subject's "protected health information" (as defined in HIPAA) as

required by and in accordance with the Study, which such authorization will permit Amgen's use of such protected health information for the purposes of monitoring the accuracy and completeness of the research data, performing clinical and scientific research, and medical product development."

SECTION 3. Replacement of Section 13. Subsection F of Section 13 of the Agreement is hereby replaced and restated to read as follows:

"F. This Agreement shall be effective until such time as it is terminated by either party as provided herein."

SECTION 4. Construction of Agreement. Except as amended and supplemented hereby, all of the terms of the Agreement are incorporated herein by reference and shall remain and continue in full force and effect and are hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties have hereto caused their duly authorized representatives to execute this Amendment as of the Effective Date first written above.

AMGEN INC.

By: Willard H. Dere
Willard H. Dere, M.D.
Senior Vice President
Global Development and
Chief Medical Officer
Date: 2 March 2006

~~THE UNIVERSITY OF TEXAS
M.D. ANDERSON CANCER CENTER~~

~~By: _____
Name: _____
Title: _____
Date: _____~~

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT SAN ANTONIO

By: Jane A. Youngers
Jane A. Youngers, Asst. Vice President for
Research and Sponsored Programs
Date: 4-21-06

THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON

By: Johnna Kincaid
Name: Johnna Kincaid
Executive Director,
Title: Sponsored Projects Administration
Date: 4/10/06

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

By: Susan E. Ramsey
Name: Susan E. Ramsey
Title: Manager of Research Operations
Date: 4/12/06

THE UNIVERSITY OF TEXAS
HEALTH CENTER AT TYLER

By: Vernon Moore
Name: Vernon Moore
Title: CFO
Date: 4/17/06

THE UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER
AT DALLAS

By: Perrie M. Adams
Name: Perrie M. Adams, Ph.D.
Title: Associate Dean for Research
Date: 4/13/06

