

18-03314-E

March 19 2018

US Securities & Exchange Commission
Office of FOIA and Privacy Act Operations
100 F Street, NE Mail Stop 5100
Washington, DC 20549-5100



Dear FOIA Office:

Under the Freedom of Information Act (FOIA), please send a copy of the following:

A copy of: Exhibit 4.2(o) to the form 20FR12G filed by CHEMGENEX PHARMACEUTICALS LTD on June 23, 2005

In the event confidential treatment has not expired provide the specific date for which confidential treatment is still in effect. I do not need a copy of the order. We authorize up to \$61.00 in processing fees. Thank You,

Paul D'Souza
Editor - Deals

Clarivate Analytics Friars House, 160 Blackfriars Road London, UK SE1 8EZ
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
STATION PLACE
100 F STREET, NE
WASHINGTON, DC 20549-2465

Office of FOIA Services

March 21, 2018

Mr. Paul D'Souza
Clarivate Analytics
160 Blackfriars Road
London, UK SE18EZ

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552
Request No. 18-03314-E

Dear Mr. D'Souza:

This letter is in response to your request, dated and received in this office on March 19, 2018, for Exhibit 4.2(o) to the Form 20FR12G filed by Chemgenex Pharmaceuticals LTD on June 23, 2005.

The search for responsive records has resulted in the retrieval of six pages of records that may be responsive to your request. They are being provided to you with this letter.

If you have any questions, please contact me at jacksonw@sec.gov or (202) 551-8312. You may also contact me at foiapa@sec.gov or (202) 551-7900. You also have the right to seek assistance from Jeffery Ovall as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or Archives.gov or via e-mail at ogis@nara.gov.

Sincerely,

A handwritten signature in black ink that reads "Warren E. Jackson".

Warren E. Jackson
FOIA Research Specialist

Enclosures

EXTENSION AGREEMENT dated July 1, 2004

BETWEEN

Exhibit 4.2(o)

AUTOGEN RESEARCH PTY LIMITED¹ ABN 84 074 636 847 of Pigdons Road, Waurm Ponds
Victoria 3217, Australia ("Autogen Research")

AND

SOUTHWEST FOUNDATION FOR BIOMEDICAL RESEARCH of 7620 NW Loop,
410 San Antonio, Texas 78227-5301, USA ("SFBR")

RECITALS

- A. On 31 December 2002 Autogen Research and SFBR entered into an agreement entitled Research, License and Commercialization Agreement (the "Research Agreement") setting out the terms and conditions for the R&D Program to be carried out with the participation of the parties.
- B. In accordance with clause 20.3 of the Research Agreement the parties now agree to vary the Research Agreement on the terms and conditions set out in this Extension Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Research Agreement definitions

Unless defined in this Extension Agreement, words and phrases defined in the Research Agreement have the same meaning in this Extension Agreement. Where there is any inconsistency in a definition between this Extension Agreement and the Research Agreement, this Extension Agreement prevails.

1.2 Interpretation

The provisions of clause 1.2 of the Research Agreement apply to this Extension Agreement as if set out in this Extension Agreement in full.

2. EXTENSION AGREEMENT

2.1 Extension of Term

With effect on and from 1 July 2004 the parties agree that the term of the Research Agreement is extended until 30 June 2005 ("**Extended Term**") (unless the Research Agreement is earlier terminated in accordance with its terms). During the Extended Term the terms and conditions of the Research Agreement will continue to apply except to the extent to which they are inconsistent with anything set out in this Agreement, in which case the provisions of this Agreement will prevail to the extent of the inconsistency.

¹ Autogen Research Pty Ltd is a wholly-owned subsidiary of ChemGenex Pharmaceuticals Limited (ABN 79 000 248 304).

2.2 Payment and research proposal during extended term

During the Extended Term:

- (a) the budget set out in Schedule 1 to this Extension Agreement will be substituted for any payment program previously applying under the Research Agreement; and
- (b) the research plan (including any milestones set out therein) set out in Schedule 2 to this Extension Agreement will be substituted for any research proposal and workplans previously applying under the Research Agreement.

3. MISCELLANEOUS

3.1 Continuing effect

Except for the variations set out in this Extension Agreement, the terms and conditions of the Research Agreement are unaffected by this Extension Agreement and remain in full force and effect. In the event of any inconsistency between the terms of the Research Agreement and the terms of this Extension Agreement, the terms of this Extension Agreement will prevail to the extent of the inconsistency.

3.2 Further assurances

Each party must do all things and execute all further documents necessary to give full effect to this Extension Agreement and must refrain from doing anything that might hinder the performance of this Extension Agreement.

3.3 Amendments in writing

No amendment to this Extension Agreement has any force unless it is in writing and signed by both of the parties to this Extension Agreement.

3.4 Governing law and jurisdiction

This Extension Agreement is governed by the laws of Victoria and the Commonwealth of Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Victoria.

3.5 Counterparts and facsimile execution

This Extension Agreement may be executed in a number of counterparts, all of which taken together will be deemed to constitute one and the same agreement, provided that this Extension Agreement will be of no force and effect until the counterparts are exchanged. A facsimile copy of this Extension Agreement lawfully executed will be sufficient evidence of execution.

SCHEDULE 1: BUDGET

(a) Item 1: Commencement Date July 1, 2004

Item 2: Total Budget for the Intial Term is US\$369,723, payable in quarterly payments of \$92,430.75 (due July 1, 2004), \$92,430.75 (October 1, 2004), \$92,430.75 (January 1, 2005) and \$92,430.75 (April 1, 2005)

Personnel:

John Blangero (25%) PI	48,369
Tom Dyer (50%) Co-I/Senior Progammer	48,122
Eric Moses (10%) Co-I	6,233
Tricia Curry (100%) Admin. Assistant	39,669
Vicki Mattern (25%) Sr. Res. Assoc.	15,279
Sub Total Salaries	157,672

Supplies:

Computer Supplies	12,000
Laboratory Supplies	10,000
Communication	3,000
Sub Total Supplies	25,000

Equipment:

Computers (cluster addition)	40,000
Sub Total Equipment	40,000

Total Research Costs:	\$222,672
Indirect Costs:	\$147,051

TOTAL	\$369,723
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ChemGenex Center for Statistical Genomics:
Southwest Foundation for Biomedical Research

(b) Research Aims:

1) Analysis of 4 ISR Candidate Genes for Diabetes/Obesity in Human Populations.

In order to conclusively test for the effects of variation in Autogen proprietary genes on diabetes/obesity related phenotypes in humans, we will perform an exhaustive series of statistical genomic analyses on human samples. The possible sample sources (to be negotiated independently of this document) for these studies include (but are not limited to) the Wisconsin families from the MRCOB study, Mexican American families from the San Antonio Family Heart Study, and Autogen's extant samples from Pacific Island populations.

Tasks:

- a) Genotype cleaning: Mendelian error checking, elimination of double recombinants. This task is limited to family-based samples.
- b) Haplotype inference and genotype imputation.
- c) Quantitative trait nucleotide analysis using the Bayesian model selection/model averaging approach.
- d) Conditional linkage analysis to test whether best SNP Gene Action model accounts for linkage. This task is limited to family-based samples.

These analyses will allow us to determine whether or not variants in a given gene appear to have functional effects on relevant human phenotypes and whether or not the gene completely identifies the underlying human QTL. Final analyses will include estimates of the posterior probability that a given variant has functional effects for each DNA variant examined. It is anticipated that the expected total time per ISR gene for completion of these tasks is 16 weeks.

Milestones: For each gene, the completion of tasks a - d will be considered a substantial milestone.

2) Gene Discovery for Diabetes/Obesity in Human Families

This aim launches a gene discovery research program based around samples from human families. We plan to take existing well defined and localized QTLs and attempt identification of novel genes in the original family material. It is anticipated (although not mandatory) that these

analyses will be performed on samples from current ChemGenex collaborations (including the MRCOB Wisconsin family study or the San Antonio Family Heart Study). Currently, the specific QTLs being assessed include: 1) obesity QTL at chromosome 17p11 in the SAFHS families; 2) obesity QTL at chromosome 2p22 in the SAFHS families; and 3) diabetes-related QTL at 12q24 in Indo-Mauritian families.

Tasks:

- a) **Strategy 1: Focal positional candidate gene approach.** For SNPs within positional candidate genes chosen via bioinformatic methods, a similar set of tasks to those described in Aim 2 will be performed. These will include genotype cleaning, haplotype inference and genotype imputation, quantitative trait nucleotide analysis, and conditional linkage analysis to verify QTL dissection.
- b) **Strategy 2: Positional candidate region approach without obvious candidate genes.** For QTL regions, which lack obvious positional candidate genes, a general SNP coverage strategy will be pursued. : Specific analytical tasks to be performed include: analysis of linkage disequilibrium followed by optimal choice of independent SNPs; preliminary association analysis on reduced set of unrelated founders; SNP analyses within families including genotype cleaning, haplotype inference and genotype imputation, QTN analysis and conditional linkage analysis.

Milestones: Specific milestones for each QTL will include reporting of: 1) refined QTL localization, 2) QTN analysis of any positional candidate gene, and 3) identification of the QTL. While the first two of these milestones are guaranteed results, the last one is not.

EXECUTED as an AGREEMENT

SIGNED on behalf of)

AUTOGEN RESEARCH PTY LIMITED)
ABN 84 074 636 847 by GREG COLLIER in the)
presence of:)

^ Signature of Greg Collier
Director

^ Signature of witness

^ Name of witness (print)

SIGNED on behalf of)

SOUTHWEST FOUNDATION FOR)
BIOMEDICAL RESEARCH by)
in the presence)

of:

^ Signature of
Treasurer

^ Signature of witness

^ Name of witness (print)