AMGEN INC
Form S-3
July 16, 2002
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As filed with the Securities and Exchange Commission on July 16, 2002

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AMGEN INC.

(Exact name of registrant as specified in its charter)

Delaware	**95-3540776**
(State or Other Jurisdiction of Incorporation or Organization)	**(I.R.S. Employer Identification Number)**

One Amgen Center Drive
Thousand Oaks, California 91320-1799
(805) 447-1000
(Address, Including Zip Code, and Telephone Number, Including Area Code, of Registrant s Principal Executive Offices)

Steven M. Odre, Esq.
Senior Vice President, General Counsel and Secretary
One Amgen Center Drive
Thousand Oaks, California 91320-1799
(805) 447-1000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent For Service)

Copies to:
Gary Olson, Esq.
Charles Ruck, Esq.
Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
(213) 485-1234

Approximate date of proposed sale to the public: As soon as practicable after the effective date of this Registration Statement.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ¨
If any of the Securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered in connection with dividend or interest reinvestment plans, check the following box. x
If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨ _____
If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ¨_____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. ¨

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
Common Stock, par value $0.0001 per share, and associated preferred share purchase rights(3)	98,286,358 shares	$33.42	$3,284,730,084	$302,200

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) based on the average of the high and low reported prices of the common stock registered on the Nasdaq Stock Market on July 11, 2002.
(2) Computed in accordance with Section 6(b) of the Securities Act of 1933, as amended, by multiplying 0.000092 by the proposed maximum aggregate offering price.
(3) The preferred share purchase rights, which are attached to the shares of Amgen common stock being registered hereunder, will be issued for no additional consideration. Accordingly, no additional registration fee is payable.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Subject to completion, dated July 16, 2002

PROSPECTUS

98,286,358 Shares of Common Stock

This prospectus covers the sale of our common stock by the selling security holder identified in this prospectus. We will not receive any proceeds from the sale of the common stock by the selling security holder.

Our stock is traded on the Nasdaq National Market under the trading symbol AMGN.

On July 15, 2002, the last reported sale price of our common stock on the Nasdaq Stock Market was $31.07.

Investing in our common stock involves risks, some of which are described in the Risk Factors section beginning on page 4 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is .

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

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INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

We are incorporating by reference into this prospectus certain information filed by us with the SEC, which means that we are disclosing important information to you by referring you to those documents. The information incorporated by reference is deemed to be part of this prospectus, except to the extent modified or superseded, as described below. This prospectus incorporates by reference the documents set forth below that have been previously filed with the SEC. Those documents contain important information about us and our finances.

Our annual report on Form 10-K for the fiscal year ended December 31, 2001.

Our quarterly report on Form 10-Q for the quarter ended March 31, 2002.

Our current report on Form 8-K dated February 21, 2002, filed with the SEC on March 1, 2002.

Our current report on Form 8-K dated May 7, 2002, filed with the SEC on May 10, 2002.

Our current report on Form 8-K dated May 16, 2002, filed with the SEC on May 22, 2002.

Our current report on Form 8-K dated July 15, 2002, filed with the SEC on July 16, 2002.

The description of our common stock, contractual contingent payment rights and preferred share purchase rights contained in our registration statements on Form 8-A filed with the SEC on September 7, 1983 and April 1, 1993, and on Form 8-K filed with the SEC on February 28, 1997 and December 18, 2000, respectively, including any amendment or report filed for the purpose of updating that description.

All documents filed by us with the SEC under Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act from the date of this prospectus to the end of the offering of the common stock under this document (other than current reports furnished under Item 9 of Form 8-K) shall also be deemed to be incorporated by reference and will automatically update information in this prospectus.

Any statements made in this prospectus or in a document incorporated or deemed to be incorporated by reference in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in any other subsequently filed document that is also incorporated or deemed to be incorporated by reference in this prospectus modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

You may request a copy of these filings, at no cost, by writing or calling us at the following address or telephone number:

Manager of Investor Relations
Amgen Inc.
One Amgen Center Drive
Thousand Oaks, California 91320-1799
Tel: 805-447-1000

Exhibits to the filings will not be sent, however, unless those exhibits have specifically been incorporated by reference in this document.

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WHERE YOU CAN FIND MORE INFORMATION

We have filed and will file reports and other information with the SEC under the Securities Exchange Act of 1934, as amended. You may read and copy this information at the following SEC public reference room:

Public Reference Room
450 Fifth Street, N.W.
Room 1024
Washington, D.C. 20549

You may also obtain copies of this information by mail from the Public Reference Section of the SEC, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, at prescribed rates. Please call the SEC at 1-800-SEC-0330 for additional information about the public reference room.

The SEC also maintains a web site that contains reports, proxy statements and other information about issuers, including Amgen Inc., who file electronically with the SEC. The address of that site is www.sec.gov.

You can also inspect reports and other information about us at the offices of Nasdaq, 1735 K. Street, N.W., Washington, D.C., 20006.

FORWARD LOOKING INFORMATION

All statements included or incorporated by reference in this prospectus, other than statements of historical facts, that address activities, events or developments that we intend, expect, project, believe or anticipate will or may occur in the future are forward looking statements. Such statements are typically characterized by terminology such as believe, anticipate, should, intend, plan, will, expect, estimate, proje strategy, and similar expressions. These statements are based on assumptions and assessments made by our management in light of its experience and its perception of historical trends, current conditions, expected future developments and other factors our management believes to be appropriate. These forward looking statements are subject to a number of risks and uncertainties, including those risks described in this prospectus under Risk Factors, as well as other factors that our management has not yet identified. Any such forward looking statements are not guarantees of future performance and actual results, developments and business decisions may differ from those contemplated by such forward looking statements. We disclaim any duty to update any forward looking statements.

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SUMMARY

The following summary is qualified in its entirety by the more detailed information included elsewhere or incorporated by reference in this prospectus. Because this is a summary, it may not contain all the information that may be important to you. You should read the entire prospectus, as well as the information incorporated by reference, before making an investment decision. When used in this prospectus, the terms Amgen, we, our and us refer to Amgen Inc. and its consolidated subsidiaries, unless otherwise specified.

Amgen Inc.

We are a global biotechnology company that discovers, develops, manufactures and markets human therapeutics based on advances in cellular and molecular biology.

We were incorporated in California in 1980 and merged into a Delaware corporation in 1987. Our principal executive offices are located at One Amgen Center Drive, Thousand Oaks, California 91320-1799.

Recent Developments

On July 15, 2002, we announced the closing of our acquisition of Immunex pursuant to the Amended and Restated Agreement and Plan of Merger dated as of December 16, 2001 among us, AMS Acquisition Inc., our wholly-owned subsidiary, and Immunex, as amended by the First Amendment to Amended and Restated Agreement and Plan of Merger dated as of July 15, 2002 (the Merger Agreement). Pursuant to the Merger Agreement, Immunex was merged with and into AMS Acquisition Inc., with AMS Acquisition Inc. continuing as the surviving corporation (renamed Immunex Corporation in connection with the closing of the merger) and our wholly-owned subsidiary, and each share of Immunex common stock outstanding at the effective time of the merger was converted into the right to receive 0.44 of a share of Amgen common stock and $4.50 in cash.

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RISK FACTORS

Amgen and its subsidiaries operate in a rapidly changing environment that involves a number of risks, some of which are beyond our control. The following discussion highlights some of these risks.

Our product development efforts may not result in commercial products.

We intend to continue an aggressive product development program. Successful product development in the biotechnology industry is highly uncertain, and very few research and development projects produce a commercial product. Product candidates that appear promising in the early phases of development, such as in early human clinical trials, may fail to reach the market for a number of reasons, such as:

- the product candidate did not demonstrate acceptable clinical trial results even though it demonstrated positive preclinical trial results
- the product candidate was not effective in treating a specified condition or illness
- the product candidate had harmful side effects on humans
- the necessary regulatory bodies such as the U.S. Food and Drug Administration, did not approve our product candidate for an intended use
- the product candidate was not economical for us to manufacture and commercialize
- other companies or people have or may have proprietary rights to our product candidate, such as patent rights, and will not let us sell it on reasonable terms, or at all
- the product candidate is not cost effective in light of existing therapeutics

Several of our product candidates have failed at various stages in the product development process, including Brain Derived Neurotrophic Factor (BDNF), Megakaryocyte Growth and Development Factor (MGDF) and Glial Cell-line Derived Neurotrophic Factor (GDNF). For example, in 1997, we announced the failure of BDNF for the treatment of amyotrophic lateral sclerosis, or Lou Gehrig s Disease, because the product candidate, when administered by injection, did not produce acceptable clinical results for a specific use after a phase 3 trial, even though BDNF had progressed successfully through preclinical and earlier clinical trials. In addition, in 1998, we discontinued development of MGDF, a novel platelet growth factor, at the phase 3 trial stage after several people in platelet donation trials developed low platelet counts and neutralizing antibodies. In 1999 we discontinued development of GDNF after a phase 1/2 trial of GDNF in Parkinson s disease failed to demonstrate a statistically significant benefit. Of course, there may be other factors that prevent us from marketing a product. We cannot guarantee we will be able to produce commercially successful products. Further, clinical trial results are frequently susceptible to varying interpretations by scientists, medical personnel, regulatory personnel, statisticians, and others which may delay, limit, or prevent further clinical development or regulatory approvals of a product candidate. Also, the length of time that it takes for us to complete clinical trials and obtain regulatory approval for product marketing has in the past varied by product and by the intended use of a product. We expect that this will likely be the case with future product candidates and we cannot predict the length of time to complete necessary clinical trials and obtain regulatory approval. See Our current products and products in development cannot be sold if we do not obtain and maintain regulatory approval.

Our current products and products in development cannot be sold if we do not obtain and maintain regulatory approval.

We conduct research, preclinical testing, and clinical trials and we manufacture or contract manufacture our product candidates. We also manufacture or contract manufacture, price, sell, distribute, and market or co-market our products for their approved indications. These activities are subject to extensive regulation by numerous state

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and federal governmental authorities in the U.S., such as the FDA and HCFA, as well as by foreign countries, including the European Union. Currently, we are required in the U.S. and in foreign countries to obtain approval from those countries regulatory authorities before we can market and sell our products in those countries. In our experience, obtaining regulatory approval is costly and takes many years, and after it is obtained, it remains costly to maintain. The FDA and other U.S. and foreign regulatory agencies have substantial discretion to terminate clinical trials, require additional testing, delay or withhold registration and marketing approval, and mandate product withdrawals. EPOGEN®, Kineret and Neulasta are currently approved in the U.S. and NEUPOGEN® and Aranesp are currently approved in the U.S., the EU, and in some other foreign countries for specific uses. Enbrel® is approved in the U.S. and Canada. We currently manufacture EPOGEN®, NEUPOGEN®, Aranesp, Kineret, Neulasta, and INFERGEN® and market EPOGEN®, NEUPOGEN®, Aranesp, Neulasta, Kineret and Enbrel®, and we plan to manufacture and market many of our potential products. Even though we have obtained regulatory approval for EPOGEN®, NEUPOGEN®, Aranesp, Kineret, Neulasta, and INFERGEN®, these products and our manufacturing processes are subject to continued review by the FDA and other regulatory authorities. Currently Enbrel® is manufactured by a third party contract manufacturer, Boehringer Ingelheim Pharma KG (BI Pharma), which is subject to FDA regulatory authority as well. We plan to manufacture Enbrel® ourselves and are in the process of preparing our Rhode Island manufacturing facility for this. FDA approval is required for commercial production of Enbrel® at this facility and there can be no assurance that we will able to obtain (and maintain) FDA approval on a timely basis or at all. In addition, later discovery of unknown problems with our products or manufacturing processes or those of our contract manufacturers could result in restrictions on such products or manufacturing processes, including potential withdrawal of the products from the market. If regulatory authorities determine that we or our contract manufacturers have violated regulations or if they restrict, suspend, or revoke our prior approvals, they could prohibit us from manufacturing or selling EPOGEN®, NEUPOGEN®, Aranesp, Kineret, Neulasta, Enbrel® and/or INFERGEN® until we or our contract manufacturers comply or indefinitely. In addition, if regulatory authorities determine that we or our contract manufacturers have not complied with regulations in the research and development of a product candidate, then they may not approve the product candidate and we will not be able to market and sell it. If we are unable to market and sell our products or product candidates, our business would be adversely affected.

Guidelines and recommendations published by various organizations can reduce the use of our products.

Government agencies promulgate regulations and guidelines directly applicable to us and to our products. However, professional societies, practice management groups, private health/science foundations, and organizations involved in various diseases from time to time may also publish guidelines or recommendations to the health care and patient communities. Recommendations of government agencies or these other groups/organizations may relate to such matters as usage, dosage, route of administration, and use of concomitant therapies. Organizations like these have in the past made recommendations about our products. Recommendations or guidelines that are followed by patients and health care providers could result in decreased use of our products. In addition, the perception by the investment community or stockholders that recommendations or guidelines will result in decreased use of our products could adversely affect prevailing market prices for our common stock.

Our sales depend on payment and reimbursement from third party payors, and a reduction in the payment rate or reimbursement could result in decreased use or sales of our products.

In both domestic and foreign markets, sales of our products are dependent, in part, on the availability of reimbursement from third party payors such as state and federal governments, under programs such as Medicare and Medicaid in the U.S., and private insurance plans. Medicare does not cover prescriptions for Enbrel®. In certain foreign markets, the pricing and profitability of our products generally are subject to government controls. In the U.S., there have been, and we expect there will continue to be, a number of state and federal proposals that could limit the amount that state or federal governments will pay to reimburse the cost of drugs. In addition, we believe the increasing emphasis on managed care in the U.S. has and will continue to put pressure on the price and usage of our products, which may adversely impact product sales. Further, when a new therapeutic product is

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approved, the availability of governmental and/or private reimbursement for that product is uncertain, as is the amount for which that product will be reimbursed. We cannot predict the availability or amount of reimbursement for our recently approved products or product candidates, including those at a late stage of development, and current reimbursement policies for existing products may change at any time. For example, we believe that sales of Aranesp, Neulasta and Kineret are and will be affected by government and private payor reimbursement policies.

If reimbursement for EPOGEN®, NEUPOGEN® and/or Enbrel® changes adversely or if we fail to obtain adequate reimbursement for our other current or future products, health care providers may limit how much or under what circumstances they will administer them, which could reduce the use of our products or cause us to reduce the price of our products. This could result in lower product sales or revenues which could have a material adverse effect on us and our results of operations. For example, in the U.S. the use of EPOGEN® in connection with treatment for end stage renal disease is funded primarily by the U.S. federal government. In early 1997, HCFA instituted a reimbursement change for EPOGEN® which adversely affected Amgen s EPOGEN® sales, until the policies were revised. Therefore, as in the past, EPOGEN® sales could be adversely affected by future changes in reimbursement rates or the basis for reimbursement by the federal government for the end stage renal disease program.

If our intellectual property positions are challenged, invalidated or circumvented, or if we fail to prevail in present and future intellectual property litigation, our business could be adversely affected.

The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and often involve complex legal, scientific, and factual questions. To date, there has emerged no consistent policy regarding breadth of claims allowed in such companies patents. Third parties may challenge, invalidate, or circumvent our patents and patent applications relating to our products, product candidates, and technologies. In addition, our patent positions might not protect us against competitors with similar products or technologies because competing products or technologies may not infringe our patents. For certain of our product candidates, there are third parties who have patents or pending patents that they may claim prevent us from commercializing these product candidates in certain territories. Patent disputes are frequent, costly and can preclude commercialization of products. We are currently, and in the future may be, involved in patent litigation. For example, we are involved in ongoing patent infringement lawsuits against Transkaryotic Therapies, Inc. and Aventis with respect to our erythropoietin patents. The trial court decided in our favor on January 19, 2001, however, Transkaryotic Therapies, Inc. and Aventis have appealed the decision. If we ultimately lose these or other litigations we could be subject to competition and/or significant liabilities, we could be required to enter into third party licenses for the infringed product or technology, or we could be required to cease using the technology or product in dispute. In addition, we cannot guarantee that such licenses will be available on terms acceptable to us.

Our success depends in part on our ability to obtain and defend patent rights and other intellectual property rights that are important to the commercialization of our products and product candidates. We have filed applications for a number of patents and have been granted patents or obtained rights relating to erythropoietin, recombinant G-CSF, etanercept and our other products and potential products. We market our erythropoietin, G-CSF and etanercept products as EPOGEN®, NEUPOGEN® and Enbrel®, respectively. In the United States, we have been issued or obtained rights to several patents relating to erythropoietin that generally cover DNA and host cells, processes for making erythropoietin, various product claims to erythropoietin, cells that make levels of erythropoietin, and pharmaceutical compositions of erythropoietin. We have also been issued or obtained rights to U.S. patents relating to G-CSF that cover aspects of DNA, vectors, cells, processes, polypeptides, methods of treatment using G-CSF polypeptides, methods of enhancing bone marrow transplantation, and treating burn wounds, methods for recombinant production of G-CSF and analogs of G-CSF. We also have been granted or obtained rights to a patent in the EU relating to erythropoietin, a patent in the EU relating to G-CSF, two patents in the EU relating to darbepoetin alfa and hyperglycosylated erythropoietic proteins, and a patent in the U.S. and a patent in the EU relating to anakinra. Enbrel is a fusion protein consisting of a dimer of two subunits, each

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comprising a TNF receptor domain derived from a TNF receptor known as p80, fused to a segment derived from a human antibody molecule known as an Fc domain. Immunex has been issued U.S. patents covering p80 TNFR, DNAs encoding p80 TNFR, and methods of using TNFR:Fc, including for the treatment of arthritis. Immunex was granted a European patent in December 1995 covering p80 TNFR DNAs, proteins and related technology.

We face substantial competition, and others may discover, develop, acquire or commercialize products before or more successfully than we do.

We operate in a highly competitive environment. Our products compete with other products or treatments for diseases for which our products may be indicated. For example, although we maintain a substantial share of the chemotherapy induced neutropenia market, NEUPOGEN® competes in certain circumstances against a product marketed by Schering AG. EPOGEN® faces competition from other treatments for anemia in end stage renal disease patients in the U.S. In addition, Enbrel® competes in certain circumstances with rheumatoid arthritis products marketed by Centocor Inc./Johnson & Johnson, Aventis, Pharmacia and Merck as well as the generic drug methotrexate. Further, we believe that some of our newly approved products and late stage product candidates may face competition when and as they are approved and marketed. For example, Aranesp competes with an Epoetin alfa product marketed by Johnson & Johnson in certain anemia markets and Kineret competes in certain circumstances with rheumatoid arthritis products marketed by Centocor Inc./Johnson & Johnson, and others. Additionally, some of our competitors, including biotechnology and pharmaceutical companies, market products or are actively engaged in research and development in areas where we are developing product candidates. For example, we anticipate that Enbrel® will face competition from potential rheumatoid arthritis therapies being developed by, among others, Abbott Laboratories/Knoll. Large pharmaceutical corporations may have greater clinical, research, regulatory, and marketing resources than we do. In addition, some of our competitors may have technical or competitive advantages over us for the development of technologies and processes. These resources may make it difficult for us to compete with them to successfully discover, develop, and market new products.

Limits on our current source of supply for Enbrel® constrain Enbrel® sales.

Because demand for Enbrel® was projected to temporarily exceed supply, Immunex began an Enbrel® enrollment program in November 2000 to help ensure uninterrupted therapy for U.S. patients prescribed Enbrel® before January 1, 2001. The Enbrel® enrollment program called for these patients to register with Immunex and receive an enrollment number. As of January 1, 2001, patients considering therapy with Enbrel®, but not yet receiving treatment, were invited to enroll in the program and were placed on a waiting list to receive Enbrel® on a first come, first served basis once additional supply of Enbrel® becomes available. The enrolled patients do not include patients on the program waiting list. U.S. and Canadian supply of Enbrel® is impacted by many manufacturing and production variables, such as the timing and actual number of production runs, production success rate, bulk drug yield, the timing and outcome of product quality testing, and whether and when our Rhode Island manufacturing facility will be approved by the FDA. For example, in the second quarter of 2002, Immunex experienced a brief period where no Enbrel® was available to fill patient prescriptions, primarily due to variation in the production yield from BI Pharma. Once supply of Enbrel® became available, Immunex resumed filling orders on a first come, first served basis. If we are at any time unable to provide an uninterrupted supply of Enbrel® to all patients enrolled in the program, we may lose patients, physicians may elect to prescribe competing therapeutics instead of Enbrel®, our Enbrel® sales will be adversely affected, any of which could adversely affect our results of operations. See We depend on third-party manufacturers for our supply of Enbrel® and Our sources of supply for Enbrel® are limited.

We depend on third-party manufacturers for our supply of Enbrel®.

BI Pharma is currently our sole supplier of Enbrel®; accordingly, our U.S. and Canadian supply of Enbrel® is currently primarily dependent on BI Pharma s production schedule for Enbrel®. We would be unable to obtain

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Enbrel® for an indeterminate period of time if BI Pharma or other third-party manufacturers used for Enbrel® production were to cease or interrupt production or services or otherwise fail to supply materials, products or services to us for any reason, including due to labor shortages or disputes, due to regulatory requirements or action, or due to contamination of product lots or product recalls. This in turn could materially reduce our ability to satisfy demand for Enbrel®, which could adversely affect our operating results. Factors that will affect our actual supply of Enbrel® at any time include, without limitation, the following:

BI Pharma does not produce Enbrel® continuously; rather, it produces the drug through a series of periodic campaigns throughout the year. The amount of commercial inventory available to us at any time depends on a variety of factors, including the timing and actual number of BI Pharma s production runs, level of production yields and success rates, timing and outcome of product quality testing and the amount of vialing capacity.

BI Pharma schedules the vialing production runs for Enbrel® in advance, based on the expected timing and yield of bulk drug production runs. Therefore, if BI Pharma realizes production yields beyond expected levels, or provides additional manufacturing capacity for Enbrel®, it may not have sufficient vialing capacity for all of the Enbrel® bulk drug that it produces. As a result, even if we are able to increase our supply of Enbrel® bulk drug, BI Pharma may not be able to vial the extra bulk drug in time to prevent any supply interruptions. Similarly, once our Rhode Island manufacturing facility has been approved by the FDA, we will be dependent on the vialing capacity of a third party or third parties for the Enbrel® bulk drug produced. See Our sources of supply for Enbrel® are limited.

Our sources of supply for Enbrel® are limited.

Enbrel® supply for the U.S. and Canada is produced by BI Pharma, currently our sole source supplier. We also plan to manufacture Enbrel® ourselves and are in the process of preparing our Rhode Island manufacturing facility for this. The Rhode Island facility will require FDA approval before we can sell any product manufactured at this facility. See We depend on third-party manufacturers for our supply of Enbrel® In addition, our current plan includes construction of a new large-scale cell culture commercial manufacturing facility, known as the BioNext Project, at the site of the current Rhode Island manufacturing facility. In April 2002, we announced that we had entered into a manufacturing agreement with Genentech, Inc. to produce Enbrel® at Genentech s manufacturing facility in South San Francisco, California. The manufacturing facility is subject to FDA approval, which the parties hope to obtain in 2004. Under the terms of the agreement, Genentech will produce Enbrel® through 2005, with an extension through 2006 by mutual agreement. In addition, Wyeth is constructing a new manufacturing facility in Ireland, which is expected to increase the United States and Canadian supply of Enbrel®. If additional manufacturing capacity at the Rhode Island site, pursuant to the Genentech agreement or the Ireland manufacturing facility is not completed, or if these manufacturing facilities do not receive FDA approval before we encounter supply constraints, our sales growth would again be restricted which could have an adverse effect on our results of operations. We anticipate commencing production runs and building commercially significant quantities of inventory of Enbrel® bulk drug at the Rhode Island manufacturing facility prior to estimated FDA approval of the facility. We would not be able to sell, and may be required to write off, inventory unless and until the Rhode Island manufacturing facility and our contract manufacturer for vialing the Enbrel® bulk drug manufactured at the Rhode Island facility are approved by the FDA, which approval is not assured.

Our marketing of Enbrel® will be dependent in part upon Wyeth.

Under the amended and restated promotion agreement, Amgen and Wyeth jointly market and sell Enbrel® in the United States and Canada. An Enbrel® management committee comprised of an equal number of representatives from Amgen and Wyeth is responsible for overseeing the marketing and sales of Enbrel®, including strategic planning, approval of an annual marketing plan, product pricing and establishing an Enbrel® brand team. The Enbrel® brand team, with equal representation from each of Amgen and Wyeth, will prepare and implement the annual marketing plan and will be responsible for all sales activities. If Wyeth fails to market

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Enbrel® effectively or Amgen and Wyeth fail to coordinate their efforts effectively, Amgen s sales of Enbrel® may not reach their full potential or may decline.

We may be required to perform additional clinical trials or change the labeling of our products if we or others identify side effects after our products are on the market.

If we or others identify side effects after any of our products are on the market, or if manufacturing problems occur, regulatory approval may be withdrawn and reformulation of our products, additional clinical trials, changes in labeling of our products and changes to or re-approvals of our manufacturing facilities may be required, any of which could have a material adverse effect on sales of the affected products and on our business and results of operations.

For example, because Enbrel® has only been marketed since 1998, its long-term effects on the development or course of serious infection, malignancy and autoimmune disease are largely unknown and more rarely occurring side effects may not be known. In May 1999, Immunex announced an update to the package insert for Enbrel® to advise doctors not to start using Enbrel® in patients who have an active infection, and for doctors to exercise caution when considering using Enbrel® in patients with a history of recurring infections or with underlying conditions that may predispose patients to infections. In October 2000, Immunex again revised the package insert for Enbrel® in response to spontaneous adverse events reported to Immunex, including rare cases of hematologic and central nervous system disorders. The causal relationship between these adverse events and therapy with Enbrel® remains unclear. In January 2001, Immunex revised the package insert for Enbrel® to advise doctors that rare cases of central nervous system disorders, including seizures, and rare cases of tuberculosis have also been reported in patients using Enbrel®. It is possible that additional spontaneous adverse events will be reported to us as experience with Enbrel® continues. If we or others identify new adverse events for patients treated with Enbrel®, additional precautions, warnings or other changes in the label for Enbrel® may be required.

Our operating results may fluctuate, and this fluctuation could cause financial results to be below expectations.

Our operating results may fluctuate from period to period for a number of reasons. In budgeting our operating expenses, we assume that revenues will continue to grow; however, some of our operating expenses are fixed in the short term. Because of this, even a relatively small revenue shortfall may cause a period s results to be below our expectations or projections. A revenue shortfall could arise from any number of factors, some of which we cannot control. For example, we may face:

- lower than expected demand for our products
- inability to provide adequate supply of our products
- changes in the government s or private payors reimbursement policies for our products
- changes in wholesaler buying patterns
- increased competition from new or existing products
- fluctuations in foreign currency exchange rates
- changes in our product pricing strategies

Of these, we would only have control over changes in our product pricing strategies and, of course, there may be other factors that affect our revenues in any given period.

We may be required to defend lawsuits or pay damages for product liability claims.

Product liability is a major risk in testing and marketing biotechnology and pharmaceutical products. We face substantial product liability exposure in human clinical trials and for products that we sell after regulatory

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approval. Product liability claims, regardless of their merits, could be costly and divert management s attention, and adversely affect our reputation and the demand for our products.

We plan to grow rapidly, and if we fail to adequately manage that growth our business could be adversely impacted.

We have an aggressive growth plan that includes substantial and increasing investments in research and development, sales and marketing and facilities. Our plan has a number of risks, some of which we cannot control. For example:

- we may need to generate higher revenues to cover a higher level of operating expenses, and our ability to do so may depend on factors that we do not control
- we may need to attract and assimilate a large number of new employees
- we may need to manage complexities associated with a larger and faster growing organization
- we will need to accurately anticipate demand for the products we manufacture and maintain adequate manufacturing capacity, and our ability to do so may depend on factors that we do not control

Of course, there may be other risks and we cannot guarantee that we will be able to successfully manage these or other risks.

Our stock price is volatile, which could adversely affect your investment.

Our stock price, like that of other biotechnology companies, is highly volatile. For example, in the fifty-two weeks prior to February 25, 2002, the trading price of our common stock has ranged from a high of $75.06 per share to a low of $45.44 per share. Our stock price may be affected by such factors as:

- clinical trial results
- adverse developments regarding the safety or efficacy of our products
- product development announcements by us or our competitors
- regulatory matters
- announcements in the scientific and research community
- intellectual property and legal matters
- changes in reimbursement policies or medical practices
- broader industry and market trends unrelated to our performance

In addition, if our revenues or earnings in any period fail to meet the investment community s expectations, there could be an immediate adverse impact on our stock price.

We may not realize all of the anticipated benefits of the merger.

The success of the merger will depend, in part, on our ability to realize the anticipated synergies, cost savings, and growth opportunities from integrating the businesses of Immunex with the businesses of Amgen. Our success in realizing these benefits and the timing of this realization depend upon the successful integration of the operations of Immunex. The integration of two independent companies is a complex, costly, and time-consuming process. The difficulties of combining the operations of the companies include, among others:

- consolidating research and development and manufacturing operations
- retaining key employees

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consolidating corporate and administrative infrastructures

coordinating sales and marketing functions

preserving our and Immunex s research and development, distribution, marketing, promotion, and other important relationships

minimizing the diversion of management s attention from ongoing business concerns

coordinating geographically separate organizations

In addition, even if we are able to integrate Immunex s operations successfully, this integration may not result in the realization of the full benefits of the synergies, cost savings or sales and growth opportunities that we currently expect or that these benefits will be achieved within the anticipated time frame. For example, the elimination of significant duplicative costs may not be possible or may take longer than anticipated and the benefits from the merger may be offset by costs incurred in integrating the companies. We cannot assure you that the integration of Immunex with us will result in the realization of the full benefits anticipated by us to result from the merger. Our failure to achieve these benefits could have a material adverse effect on our results of operations.

Sales of a substantial amount of shares of our common stock by Wyeth, or the perception that a large number of shares will be sold by Wyeth, could depress the market price of our common stock.

As of July 15, 2002, Wyeth beneficially owned approximately 98,286,358 shares of our common stock. As required by a stockholders rights agreement between us and Wyeth, we are required to file with the Securities and Exchange Commission the shelf registration statement of which this prospectus is a part registering the resale, from time to time, by Wyeth of the shares of our common stock received by it in connection with our acquisition of Immunex. Under the stockholders rights agreement, subject to certain conditions and limitations, Wyeth may request us to effect up to two underwritten syndicated offerings by supplement or amendment to the shelf registration statement. In addition, beginning on July 15, 2003 and until July 15, 2006, Wyeth may request up to four demand registrations (i.e. require that we file four additional registration statements) registering the resale of the shares of our common stock received by Wyeth in connection with our acquisition of Immunex. As a result, subject to certain black out, lock up and volume limitations set forth in the stockholders right agreement, Wyeth will be entitled to sell a significant number of shares of our common stock. If Wyeth sells a substantial number of shares, or the market perceives that a large number of shares will be sold by Wyeth, the market price of our common stock could decline. See Relationship with Selling Security Holder Stockholders Rights Agreement.

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USE OF PROCEEDS

We will not receive any proceeds from the sale of the common stock offered by this prospectus. See Selling Security Holder.

DIVIDEND POLICY

No cash dividends have been paid on our common stock to date, and we currently intend to utilize any earnings for development of our business and for repurchases of our common stock.

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SELLING SECURITY HOLDER

Under the terms of a stockholders rights agreement, dated as of December 16, 2001, we agreed to register for sale the 98,286,358 shares of our common stock offered by the selling security holder pursuant to this prospectus. The common stock was received by the selling security holder upon our acquisition of Immunex Corporation which was completed on July 15, 2002.

The following table sets forth information with respect to the shares beneficially owned by the selling security holder. The information regarding shares owned after the offering assumes the sale of all shares offered by the selling security holder. Other than as described above or in the footnotes to the table below, none of the selling security holder has held a position or office or had a material relationship with us or any of our affiliates within the past three years other than as a result of the ownership of our common stock.

Name	Shares of Common Stock Beneficially Owned	Common Stock Offered	Common Stock Owned After Completion of Offering	
			Number	Percentage
MDP Holdings, Inc. (1)(2)	98,286,358	98,286,358	0	*

* Less than 1%. Assumes all of the common stock is sold.

(1) MDP Holdings, Inc. is a wholly-owned subsidiary of Wyeth (formerly American Home Products Corporation).

(2) Assumes MDP Holdings, Inc. does not beneficially own any other shares of our common stock other than those registered hereby.

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RELATIONSHIP WITH SELLING SECURITY HOLDER

Background

Prior to our acquisition of Immunex, Wyeth, formerly American Home Products Corporation and the parent company of the selling security holder, and Immunex were parties to several agreements relating to business and corporate governance matters. As a result of the closing of our acquisition of Immunex, some of these agreements were terminated; however, some agreements have survived the acquisition. In connection with the acquisition, we entered into several agreements with Wyeth relating to these agreements to establish the framework for the ongoing relationship between Wyeth, Immunex and Amgen. In the following discussion, Wyeth refers to Wyeth or its various divisions or affiliates.

The material agreements between Wyeth and Immunex or us are summarized below. These summaries are not complete and are qualified in their entirety by reference to the agreements themselves, which are filed as exhibits to various reports, proxy statements or other information that Immunex or we have filed with the SEC. These summaries may not contain all of the information about these agreements that is important to you. We encourage you to read these agreements carefully in their entirety.

Stockholders Rights Agreement

In connection with our acquisition of Immunex, we entered into a stockholders rights agreement with Wyeth. The stockholders rights agreement is an exhibit to the registration statement of which this prospectus forms a part and is incorporated by reference into this prospectus.

Standstill Provisions

Under the stockholders rights agreement, Wyeth agreed that until December 16, 2006, it may not:

- acquire or propose to acquire any securities of us or our subsidiaries or any assets of us or our subsidiaries or make any public announcement with respect to any of the foregoing;
- participate in any way in any solicitation of proxies to vote, or seek to advise or influence any person with respect to the voting of, any of our securities or make any public announcement with respect to any of the foregoing;
- form or in any way participate in a group in connection with any of the foregoing;
- otherwise act to seek to control or influence our management, board of directors or policies;
- request us to amend or waive the standstill provisions of the stockholders rights agreement or take any action which would reasonably be expected to require us to make a public announcement regarding the possibility of a business combination or merger or make any public announcement with respect to any of the restrictions in this clause; or
- advise, assist or encourage, or direct any person to advise, assist or encourage any other persons, in connection with any of the foregoing.

The above restrictions do not apply to:

- purchases by Wyeth of our common stock for employee benefit or other plans not to exceed 1% of the outstanding shares of our common stock; or
- securities held by a company that Wyeth acquires in the future, if the fair market value of the securities represents less than 20% of the assets of that company; however, Wyeth must use commercially reasonable efforts to divest those securities within 18 months of the consummation of the acquisition.

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Voting of Our Common Stock

Under the stockholders rights agreement, Wyeth agreed that, until Wyeth beneficially owns in the aggregate less than 2% of the outstanding shares of our common stock, Wyeth must cause all shares of our common stock beneficially owned by it to be voted:

- with respect to the election of directors, in favor of those individuals nominated by our board of directors or a nominating committee of our board of directors;
- on all proposals of our other stockholders, in accordance with the recommendation of our board of directors; and
- on all other matters that come before our stockholders for a vote, in proportion to the votes cast by our other stockholders.

Lock-Up of Shares of Our Common Stock Acquired in the Acquisition

Under the stockholders rights agreement, Wyeth and we agreed that, for 90 days following the closing of our acquisition of Immunex, Wyeth may not transfer any shares of our common stock other than transfers:

- to a wholly-owned subsidiary of Wyeth;
- pursuant to a third party tender offer or exchange offer which was not induced by Wyeth and (a) which is approved by our board of directors or (b) in circumstances in which it is reasonably likely that Wyeth would be, as a result of not tendering or exchanging, forced to receive consideration that is different than the consideration available to those stockholders who did tender or exchange;
- arising as a result of a merger or similar transaction involving us; or
- in the form of a pledge in connection with bona fide financings (other than derivative transactions) with a financial institution, provided the pledgee agrees to the applicable restrictions set forth in stockholders rights agreement.

Volume Limitations on Sales of Our Common Stock

Wyeth may not transfer more than 20 million shares of our common stock (including common stock underlying derivative transactions) in any calendar quarter, excluding shares of our common stock transferred pursuant to underwritten syndicated offerings.

In addition, the aggregate number of shares of our common stock underlying derivative transactions effected in any calendar week by Wyeth may not exceed 20% of the aggregate trading volume of our common stock on the Nasdaq National Market in the immediately preceding calendar week.

Registration Rights

Shelf Registration

Under the stockholders rights agreement, we agreed that we would prepare and file with the SEC immediately after the closing of our acquisition of Immunex a registration statement registering the sale of our common stock from time to time by Wyeth or any other permitted holders of our common stock received by Wyeth in the acquisition. This prospectus is part of a shelf registration statement that we filed in order to satisfy this obligation. We further agreed to use our commercially reasonable efforts to:

- cause the shelf registration statement to be declared effective within 90 days after the closing of our acquisition of Immunex; and

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keep the shelf registration statement continuously effective until the earlier of (a) the first anniversary of the closing of our acquisition of Immunex and (b) the sale of all of the securities included in the shelf registration statement.

Wyeth, or any other permitted holders of our common stock received by Wyeth in the acquisition, may request us to effect an underwritten syndicated offering by supplement or amendment to the shelf registration statement. In this case, the requesting party or parties and we will enter into an underwriting agreement in customary form with the underwriters for the offering which will be underwritten by two co-managing underwriters with the requesting holders selecting one co-managing underwriter and with us selecting the second co-managing underwriter. In some circumstances, we may delay an offering for a limited period of time.

We are only obligated to effect two offerings under the shelf registration statement and each of these offerings must include at least 5 million shares of our common stock. In addition, these underwritten offerings will be subject to cutback if either of the co-managing underwriters reasonably advises us that the number of shares of our common stock requested to be included in the offering exceeds the number that can be sold in the offering at a price reasonably related to the then current market value of our common stock.

Demand Registration Rights

Beginning on the first anniversary of the closing of our acquisition of Immunex, and until the fourth anniversary of the closing of our acquisition of Immunex, Wyeth, or any other permitted holders of our common stock received by Wyeth in the acquisition, may request that we file a registration statement covering the registration of a minimum of 5 million shares of our common stock held by these holders in an underwritten offering. We have agreed to use commercially reasonable efforts to cause to be registered all the shares that the requesting party or parties have requested to be registered.

Offerings pursuant to demand registrations will be underwritten by two co-managing underwriters with the requesting holders selecting one co-managing underwriter and with us selecting the second co-managing underwriter. We are obligated to effect up to four demand registrations, less the number of underwritten offerings effected under the shelf registration statement. These offerings will be subject to customary cutbacks if either of the co-managing underwriters reasonably advises us that the shares of our common stock requested to be included in the offering exceeds the number that can be sold in the offering at a price reasonably related to the then current market value of our common stock. In certain circumstances, we may delay an offering for a limited period of time. Furthermore, our board of directors may delay the filing of a demand registration statement if the filing would likely materially interfere with a potential contemplated material financing, acquisition, corporation reorganization, corporate development or merger or other transaction involving us.

If we file a demand registration statement registering an underwritten offering of our common stock on behalf of Wyeth, or any other permitted holders of our common stock received by Wyeth in the acquisition, we may include in the registration statement shares of our common stock for our own account. Our right to so include shares for our own account is subject to cutback if either of the co-managing underwriters reasonably advises Wyeth that the number of shares of our common stock requested to be included in the offering exceeds the number that can be sold in the offering at a price reasonably related to the then current market value of our common stock.

Piggy Back Registration Rights

If we file a registration statement registering an underwritten offering of our common stock on our behalf or on behalf of other holders of our common stock, Wyeth, or any other permitted holders of our common stock received by Wyeth in the acquisition, have the right to request that we include their shares of our common stock in the registration statement. Their right to include shares is subject to customary cutbacks if the managing underwriter, to be selected by us, advises us that the number of shares of our common stock requested to be

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included in the offering exceeds the number that can be sold in the offering at a price reasonably related to the then current market value of our common stock. Furthermore, we may decide for any reason not to proceed with the proposed registration and may, at our election, give written notice of the determination to the parties requesting inclusion in the registration, and, thereupon, we will be relieved of our obligation to register any shares of our common stock in connection with that registration statement.

Termination

Except with respect to the standstill provisions and the voting provisions, which will terminate as described above, the stockholders rights agreement and the obligations of the parties under it will terminate on the first date on which Wyeth beneficially owns less than 5 million shares of our common stock.

Amended and Restated Promotion Agreement

In connection with our acquisition of Immunex, we entered into an agreement with Wyeth to amend and restate an existing long-term Enbrel® promotion agreement between Wyeth and Immunex. The principal operative terms of the amendment and restatement of the Enbrel® promotion agreement became effective at the closing of our acquisition of Immunex. In the following summary of the amended and restated promotion agreement, the terms we, us and our mean Amgen Inc., acting through its wholly-owned subsidiary Immunex Corporation.

In 1997, Immunex entered into an Enbrel® promotion agreement with Wyeth. Under the terms of the Enbrel® promotion agreement, Enbrel® was promoted in the United States and Canada by the sales and marketing organization of Wyeth.

Under the amended and restated promotion agreement, Wyeth and we will jointly market and sell Enbrel® to all appropriate customer segments in the United States and Canada for all approved indications other than oncology. The rights to promote Enbrel® in the United States and Canada for oncology indications are reserved to us.

Under the amended and restated promotion agreement, an Enbrel® management committee comprised of an equal number of representatives from Wyeth and from us will be responsible for overseeing the marketing and sales of Enbrel® including strategic planning, approval of an annual marketing plan, product pricing and establishing an Enbrel® brand team. The Enbrel® brand team, with equal representation from each party, will prepare and implement the annual marketing plan and will be responsible for all sales activities. The agreement provides that each of Wyeth and we will:

- have primary tactical execution responsibility for specific activities identified within the agreement or as directed by the management committee;
- be required to maintain a minimum level of financial commitment to promotion and marketing and a minimum number of sales personnel for Enbrel® as established from time to time by the management committee; and
- pay a defined percentage of all marketing and sales expenses approved by the management committee.

The amended and restated promotion agreement further provides that we will:

- pay Wyeth a percentage of the annual gross profits of Enbrel® in the United States and Canada attributable to all indications for Enbrel®, other than oncology indications, on a scale that increases as gross profits increase;

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be entitled to keep all of the gross profits attributable to any future United States or Canadian oncology indications for Enbrel®; and

pay Wyeth specified residual royalties on a declining scale based on net sales of Enbrel® in the United States and Canada in the three years following the expiration or termination of Wyeth s detailing and promotion of Enbrel®.

If Wyeth sells or distributes a biologic product in the United States and Canada that is directly competitive with Enbrel®, as defined in this agreement, and subject to several exclusions, Wyeth will give us prior written notice and, upon our request, the parties will attempt in good faith to either establish mutually acceptable terms under which we will co-promote this competitive biologic product or establish other terms for a commercial relationship with Wyeth, or negotiate an adjustment to the gross profits allocated to Wyeth under this agreement. If we are unable to establish acceptable terms with Wyeth within 90 days of our request, we will have the option to reacquire from Wyeth all marketing rights to Enbrel® in the United States and Canada and terminate this agreement, subject to the payment by us of a substantial amount to Wyeth over a defined period. If Wyeth obtains a biologic product that is directly competitive with Enbrel® through the acquisition of another company and we reacquire the marketing rights to Enbrel® in the United States and Canada, Wyeth s primary field sales force that had detailed Enbrel® in the relevant territory within the United States and Canada for a specified period will not sell, detail or otherwise distribute the competitive biologic product for a specified period in the United States and Canada.

Wyeth has agreed to reimburse us for a defined percentage of the clinical and regulatory expenses we incur in connection with the filing and approval of any new indications for Enbrel® in the United States and Canada, excluding oncology and rheumatoid arthritis indications. Wyeth s reimbursement of these clinical and regulatory expenses is in addition to another existing cost-sharing arrangement between us and Wyeth for development costs related to Enbrel®. The additional Wyeth reimbursement for clinical and regulatory expenses under this agreement, a portion of which is payable upon regulatory filing of any new indication and the remainder of which will be payable upon regulatory approval of any new indication, if any, applies for that part of the United States and Canadian clinical and regulatory expenses for Enbrel® for which we would otherwise be financially responsible under the cost-sharing provisions in the other cost-sharing agreement. Wyeth has also agreed to reimburse us under this agreement for a defined percentage of specified patent expenses related to Enbrel®, including any up-front license fees and milestones, as well as patent litigation and interference expenses.

Subject to specified limitations, Wyeth will also be responsible for a defined percentage of the liabilities, costs and expenses associated with the manufacture, use or sale of Enbrel® in the United States or Canada.

Agreement Regarding Governance and Commercial Matters

In connection with our acquisition of Immunex, we also entered into an agreement regarding governance and commercial matters with Wyeth. This agreement relates to, among other things:

the rights of Wyeth to complete the development of and sell identified products under development by Immunex and the rights to market and promote those products developed by Immunex under an existing products rights agreement (described below);

amending the product rights agreement as of the closing of our acquisition of Immunex to terminate the rights described above in exchange for a specified payment to Wyeth;

our agreement not to sue Wyeth under any of our patents or any patents that come under our control for infringement for developing, making, using, marketing, distributing, importing or selling Enbrel® anywhere in the world outside of the United States and Canada; and

our grant to Wyeth of an exclusive option to acquire, subject to the approval of a third party, an exclusive sublicense under a license agreement between a third party and us. Wyeth may exercise this

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option at any time on or before December 31, 2002. If exercised, in addition to all upfront payments, milestone payments, and royalties payable under the sublicense agreement, Wyeth will reimburse us in an amount not to exceed a defined cap for amounts paid to the third party in 2002 to maintain the license agreement.

TNFR License and Development Agreement

In July 1996, Immunex entered into a TNFR license and development agreement with Wyeth under which Immunex retained marketing rights to Enbrel® in the United States and Canada, and Wyeth retained marketing rights to Enbrel® outside of the United States and Canada. The TNFR agreement also addresses joint project management, cost sharing for development activities related to Enbrel®, manufacturing responsibilities, intellectual property protection and disposition of rights upon relinquishment or termination of product development.

Agreements Related to the Manufacturing of Enbrel®

Under the TNFR agreement, Immunex agreed with Wyeth to negotiate the terms of a supply agreement for the commercial supply of Enbrel® to Wyeth outside the United States and Canada. In November 1998, Immunex and Wyeth entered into an Enbrel® Supply Agreement with Boehringer Ingelheim Pharma KG, or BI Pharma, for the commercial supply of Enbrel® to Immunex in the United States and Canada, and to Wyeth outside of the United States and Canada. The Enbrel® Supply Agreement was amended in June 2000 to offer BI Pharma financial incentives to provide additional near-term production capacity for Enbrel®, to facilitate process improvements for Enbrel®, and to extend the term of the agreement. The parties have agreed to further amend the Enbrel® Supply Agreement, to be effective June 2002, to reflect the transfer of production to a new BI Pharma manufacturing facility, to provide for the use of an improved manufacturing process, to extend the term of the agreement, and to offer BI Pharma additional financial incentives to provide additional near-term production capacity for Enbrel®.

On January 1, 2002, Immunex purchased from Wyeth a large-scale biopharmaceutical manufacturing facility in West Greenwich, Rhode Island. Immunex collaborated with Wyeth to retrofit this facility and it is intended for the production of Enbrel®. In connection with the signing of the purchase agreement for the Rhode Island manufacturing facility, Immunex and Wyeth entered into a collaboration and global supply agreement related to the manufacture, supply, inventory, and allocation of defined supplies of Enbrel® produced at the Rhode Island manufacturing facility, and a new Rhode Island manufacturing facility under construction as well as particular supplies of Enbrel® produced by either BI Pharma in Germany or Wyeth at a manufacturing facility Wyeth is constructing in Ireland. However, until the Rhode Island manufacturing facility receives regulatory approval, a preliminary August 2000 agreement among Immunex and Wyeth will continue to govern the allocation of supplies of Enbrel®.

Terminated Agreements

Wyeth also entered into the following agreements with either Immunex or us that were terminated upon the closing of our acquisition of Immunex.

Product Rights Agreement

In July 1998, Immunex entered into a product rights agreement with Wyeth, under which Immunex granted Wyeth, among other things, an option to obtain royalty-bearing worldwide exclusive licenses to a limited number of Immunex products for all clinical indications. This option is referred to as a product call. The product rights agreement also granted Wyeth a right of first refusal to Immunex covered products and technologies that may only be exercised if the Immunex board of directors decides that Immunex will not market a covered product or technology by itself in any part of the world where it has or acquires marketing rights. In accordance with the

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agreement regarding governance and commercial matters, the product rights agreement was amended at the closing of our acquisition of Immunex to terminate Wyeth s product call right and right of first refusal in exchange for a specified payment to Wyeth by us. Under the terms of the agreement, termination of these rights also terminated the agreement.

Governance Agreement

Prior to our acquisition of Immunex, Immunex and Wyeth were parties to a governance agreement which related to, among other things:

corporate governance, including the composition of the Immunex board of directors (immediately prior to the closing of our acquisition of Immunex, Wyeth had the right to designate for election two directors of Immunex);

Wyeth s right to purchase additional shares of Immunex common stock from Immunex if specified events occur;

future purchases and sales of Immunex common stock by Wyeth;

the requirement that members of the Immunex board of directors designated by Wyeth approve specified corporate actions; and

the requirement that a supermajority of the members of the Immunex board of directors approve specified corporate actions.

Pursuant to the terms of the governance agreement and the agreement regarding governance and commercial matters, the governance agreement terminated as of the closing of our acquisition of Immunex.

Shareholder Voting Agreement

In connection with our acquisition of Immunex, we entered into a shareholder voting agreement with Wyeth. Under the agreement, Wyeth agreed to, among other things, vote its shares of Immunex common stock in favor of the approval of the Merger Agreement. This agreement terminated in accordance with its terms upon the closing of our acquisition of Immunex.

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PLAN OF DISTRIBUTION

Sales by the Selling Security Holder

We are registering the shares on behalf of the selling security holder. The selling security holder may offer the shares from time to time, either in increments or in a single transaction. The selling security holder may also decide not to sell any or all of the shares allowed to be sold under this prospectus. The selling security holder will each act independently of us in making decisions with respect to the timing, manner and size of each sale.

Donees and Pledgees

The term selling security holder includes donees, persons who receive shares from the selling security holder after the date of this prospectus by gift. The term also includes pledgees, persons who, upon contractual default by the selling security holder, may seize shares that the selling security holder pledged to such persons.

Cost and Commissions

The selling security holder will pay all costs, expenses and fees in connection with the registration of the shares being offered by this prospectus. The selling security holder will also pay all brokerage commissions and similar selling expenses, if any, attributable to the sale of shares.

Types of Sale Transactions

The selling security holder will act independently of us in making decisions with respect to the timing, manner and size of each sale. The selling security holder may sell its shares in one or more types of transactions (which may include block transactions):

on any national securities exchange or quotation service on which the common stock may be listed or quoted at the time of sale, including the Nasdaq National Market;

in negotiated transactions;

in the over-the-counter market;

through the writing of options on shares;

by pledge to secure debts and other obligations;

in hedge transactions and in settlement of other transactions;

in short sales; or

through any combination of the above methods of sale.

The shares may be sold at a fixed offering price, which may be changed, or at market prices prevailing at the time of sale, or at negotiated prices.

Sales to or Through Broker-Dealers

The selling security holder may either sell shares directly to purchasers, or sell shares to, or through, broker-dealers. These broker-dealers may act either as an agent of the selling security holder, or as a principal for the broker-dealer s own account. These transactions may include transactions in which the same broker acts as an agent on both sides of the trade. Such broker-dealers may receive compensation in the form of discounts, concessions or commissions from the selling security holder and/or the purchasers of shares. This compensation may be received both if the broker-dealer acts as an agent or as a principal. This compensation might also exceed customary commissions.

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The selling security holder may enter into hedging transactions with broker-dealers in connection with distributions of the shares or otherwise. In such transactions, broker-dealers may engage in short sales of the shares in the course of hedging the positions they assume with the selling security holder. The selling security holder also may sell shares short and re-deliver the shares to close out such short positions. The selling security holder may enter into options or other transactions with broker-dealers that require the delivery to the broker-dealer of the shares. The broker-dealer may then resell or otherwise transfer such shares pursuant to this prospectus. The selling security holder also may loan or pledge the shares to a broker-dealer. The broker-dealer may sell the shares so loaned, or upon a default the broker-dealer may sell the pledged shares pursuant to this prospectus.

Certain Distribution Arrangements with Underwriters or Broker-Dealers

If the selling security holder notifies us that any material arrangement has been entered for the sale of shares through:

an underwritten offering,

a block trade,

a special offering,

an exchange distribution or secondary distribution, or

a purchase by a broker or dealer,

then we will file, if required, a supplement to this prospectus under Rule 424(b) of the Securities Act.

The supplement will disclose, to the extent required:

the name of the selling security holder and of the participating underwriters and/or broker-dealer(s),

the number of shares involved,

the price at which such shares were sold,

the commissions paid or discounts or concessions allowed to such underwriters and/or broker-dealer(s), where applicable,

that such broker-dealer(s) did not conduct any investigation to verify the information set out or incorporated by reference in this prospectus, and

any other facts material to the transaction.

Deemed Underwriting Compensation

The selling security holder and any broker-dealers that act in connection with the sale of the shares might be deemed to be underwriters within the meaning of Section 2(a)(11) of the Securities Act. Any commissions received by such broker-dealers, and any profit on the resale of shares sold by them while acting as principals, could be deemed to be underwriting discounts or commissions under the Securities Act.

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Indemnification

The selling security holder may agree to indemnify any agent, dealer or broker-dealer that participates in transactions involving sales of its shares against certain liabilities, including liabilities arising under the Securities Act.

Prospectus Delivery Requirements

Because the selling security holder may be deemed an underwriter, each selling security holder must deliver this prospectus and any supplements to this prospectus in the manner required by the Securities Act.

Sales Under Rule 144 or 145

The selling security holder may also resell all or a portion of the shares offered by this prospectus in open market transactions in reliance upon Rule 144 or 145 under the Securities Act. To do so, the selling security holder must meet the criteria and comply with the requirements of Rule 144 or 145.

Regulation M

The selling security holder and any other persons participating in the sale or distribution of the shares will be subject to applicable provisions of the Exchange Act and the rules and regulations under the Exchange Act, including, without limitation, Regulation M. These provisions may restrict certain activities of, and limit the timing of purchases and sales of any of the shares by, the selling security holder or any other such persons. Furthermore, under Regulation M, persons engaged in a distribution of securities are prohibited from simultaneously engaging in market making and certain other activities with respect to such securities for a specified period of time prior to the commencement of such distributions, subject to specified exceptions or exemptions. All of these limitations may affect the marketability of the shares offered by this prospectus.

Compliance with State Law

In jurisdictions where the state securities laws require it, the selling security holder s shares offered by this prospectus may be sold only through registered or licensed brokers or dealers. In addition, in some states the shares may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and has been complied with.

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VALIDITY OF THE SECURITIES

The validity of the securities being offered by this prospectus has been passed upon for us by Latham & Watkins, Los Angeles, California.

EXPERTS

The consolidated financial statements of Amgen Inc. as of December 31, 2000 and 2001, and for each of the fiscal years in the three-year period ended December 31, 2001, included in Amgen Inc. s annual report on Form 10-K for the fiscal year ended December 31, 2001, filed with the SEC and incorporated by reference in this prospectus, have been audited by Ernst & Young, independent auditors, as set forth in their report and incorporated herein by reference in this prospectus. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

The consolidated financial statements of Immunex Corporation as of December 31, 2000 and 2001, and for each of the fiscal years in the three-year period ended December 31, 2001, included in our Current Report on Form 8-K dated May 16, 2002, filed with the SEC and incorporated by reference in this prospectus, have been audited by Ernst & Young, independent auditors, as set forth in their report and incorporated herein by reference in this prospectus. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. ***Other Expenses of Issuance and Distribution***

The following table sets forth all expenses, other than the underwriting discounts and commissions, payable by the registrant in connection with the sale of the securities being registered. All the amounts shown are estimates except for the registration fee.

SEC Registration Fee	$ 302,200
Legal Fees and Expenses	30,000
Accounting Fees and Expenses	40,000
Printing Expenses	5,000
Miscellaneous Expenses	3,000
Total	$ 380,200

Item 15 . ***Indemnification of Directors and Officers***

Section 145 of the Delaware General Corporation Law, the Restated Certificate of Incorporation, as amended, and the Amended and Restated Bylaws of Amgen contain provisions covering indemnification of corporate directors and officers against certain liabilities and expenses incurred as a result of proceedings involving such persons in their capacities as directors and officers, including proceedings under the Securities Act of 1933, as amended (the Securities Act) and the Securities Exchange Act of 1934, as amended (the Exchange Act).

The Registrant has authorized the entering into of indemnity contracts and provides indemnity insurance pursuant to which officers and directors are indemnified or insured against liability or loss under certain circumstances which may include liability or related loss under the Securities Act and the Exchange Act.

Item 16. ***Exhibits***

Exhibit Number	Description
2.1	Amended and Restated Agreement and Plan of Merger, dated as of December 16, 2001, by and among Amgen Inc., AMS Acquisition Inc., and Immunex Corporation.(1)
2.2	First Amendment to Amended and Restated Agreement and Plan of Merger, dated as of July 15, 2002, by and among Amgen Inc., AMS Acquisition Inc. and Immunex Corporation.(2)
4.1	Form of stock certificate for the common stock, par value $.0001, of Amgen Inc.(3)
4.2	Amended and Restated Rights Agreement, dated as of December 12, 2000 between Amgen Inc. and American Stock Transfer & Trust Company, as Rights Agent.(4)
4.3	Stockholders Rights Agreement, dated as of December 16, 2001, by and among Amgen Inc., American Home Products Corporation, MDP Holdings, Inc. and Lederle Parenterals, Inc.(5)
4.4	Indenture, dated as of March 1, 2002, by and between Amgen Inc. and LaSalle Bank National Association with respect to $3.95 billion aggregate principal amount at maturity of Liquid Yield Option Notes due 2032.(6)
4.5	Form of Liquid Yield Option Note due 2032.(6)

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Exhibit Number	Description
4.6	Registration Rights Agreement, dated as of March 1, 2002, by and between Amgen Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated.(6)
5.1	Opinion of Latham & Watkins as to the legality of the securities being offered.(7)
23.1	Consent of Ernst & Young LLP, Independent Auditors.(7)
23.2	Consent of Ernst & Young LLP, Independent Auditors (Immunex Corporation).(7)
23.3	Consent of Latham & Watkins (included in exhibit 5.1).
24.1	Power of Attorney (included on signature page).
99.1	Amended and Restated Promotion Agreement, dated as of December 16, 2001, by and between Immunex Corporation, American Home Products Corporation and Amgen Inc.(8)

(1) Filed as an annex to Amgen s Amendment No. 1 to the Registration Statement on Form S-4/A filed with the SEC on March 22, 2002, amending our Registration Statement on Form S-4 filed with the SEC on January 31, 2002 (File No. 333-81832) and incorporated herein by reference.

(2) Filed as an exhibit to Amgen s Post-Effective Amendment No. 1 to Form S-4 filed with the SEC on July 15, 2002, amending our Registration Statement on Form S-4 filed with the SEC on January 31, 2002, as amended by Amendment No. 1 to the Registration Statement on Form S-4/A filed with the SEC on March 22, 2002 (File No. 333-81832) and incorporated herein by reference.

(3) Filed as an exhibit to Amgen s Form 10-Q for the quarter ended March 31, 1997 on May 13, 1997 and incorporated herein by reference.

(4) Filed as an exhibit to Amgen s Form 8-K Current Report dated December 13, 2000 on December 18, 2000 and incorporated herein by reference.

(5) Filed as an exhibit to Amgen s Form S-4 Registration Statement dated January 31, 2002 and incorporated herein by reference.

(6) Filed as an exhibit to Amgen s Form 8-K Current Report dated February 21, 2002 on March 1, 2002 and incorporated herein by reference.

(7) Filed herewith.

(8) Filed as an exhibit to Amgen s Amendment No. 1 to the Registration Statement on Form S-4/A filed with the SEC on March 22, 2002, amending our Registration Statement on Form S-4 filed with the SEC on January 31, 2002 (File No. 333-81832) and incorporated herein by reference.

Item 17. ***Undertakings***

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended (the Securities Act);

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the Calculation of Registration Fee table in the effective registration statement;

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(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-3, Form S-8 or Form F-3, and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes, that, for purposes of determining any liability under the Securities Act, each filing of the registrant s annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Thousand Oaks, State of California, on the 16th day of July, 2002.

AMGEN INC.

By: /s/ KEVIN W. SHARER

Kevin W. Sharer
Chairman of the Board,
Chief Executive
Officer and President

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POWER OF ATTORNEY

We, the undersigned officers and directors of Amgen Inc., and each of us, do hereby constitute and appoint each and any of Kevin W. Sharer, Richard D. Nanula and Steven M. Odre, our true and lawful attorney and agent, with full power of substitution and resubstitution, to do any and all acts and things in our name and behalf in any and all capacities and to execute any and all instruments for us in our names, in connection with this Registration Statement or any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, including specifically, but without limitation, power and authority to sign for us or any of us in our names in the capacities indicated below, any and all amendments (including post-effective amendments) hereto; and we hereby ratify and confirm all that said attorney and agent, or his substitute, shall do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
/s/ KEVIN W. SHARER **Kevin W. Sharer**	Chairman, Chief Executive Officer, President and Director	July 16, 2002
/s/ RICHARD D. NANULA **Richard D. Nanula**	Executive Vice President, Finance, Strategy and Communications, and Chief Financial Officer	July 16, 2002
/s/ BARRY D. SCHEHR **Barry D. Schehr**	Vice President, Financial Operations, and Chief Accounting Officer	July 16, 2002
/s/ DAVID BALTIMORE **David Baltimore**	Director	July 16, 2002
/s/ FRANK J. BIONDI, JR. **Frank J. Biondi, Jr.**	Director	July 16, 2002
/s/ JERRY D. CHOATE **Jerry D. Choate**	Director	July 16, 2002
Edward V. Fritzky	Director	
/s/ FREDERICK W. GLUCK **Frederick W. Gluck**	Director	July 16, 2002
/s/ FRANKLIN P. JOHNSON, JR. **Franklin P. Johnson, Jr.**	Director	July 16, 2002
/s/ STEVEN LAZARUS	Director	July 16, 2002

Steven Lazarus

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Signature	Title	Date
/s/ GILBERT S. OMENN **Gilbert S. Omenn**	Director	July 16, 2002
/s/ JUDITH C. PELHAM **Judith C. Pelham**	Director	July 16, 2002
/s/ J. PAUL REASON **J. Paul Reason**	Director	July 16, 2002
/s/ DONALD B. RICE **Donald B. Rice**	Director	July 16, 2002
/s/ PATRICIA C. SUELTZ **Patricia C. Sueltz**	Director	July 16, 2002

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