SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1

TENDER OFFER STATEMENT PURSUANT TO SECTION 14(D)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

SYNERGEN, INC.
(NAME OF SUBJECT COMPANY)

AMGEN ACQUISITION SUBSIDIARY, INC.
AMGEN INC.
(BIDDER)

COMMON STOCK, $.01 PAR VALUE
(TITLE OF CLASS OF SECURITIES)

871594107
(CUSIP NUMBER OF CLASS OF SECURITIES)

MARGARET VALEUR-JENSEN, PH.D.
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(NAME, ADDRESS AND TELEPHONE NUMBER OF
PERSONS AUTHORIZED TO RECEIVE NOTICES
AND COMMUNICATIONS ON BEHALF OF BIDDER)

COPY TO:

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633 WEST FIFTH STREET, SUITE 4000
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NOVEMBER 23, 1994
(DATE OF EVENT WHICH REQUIRES FILING OF THE STATEMENT)

CALCULATION OF REGISTRATION FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE**
$262,728,027.50	$52,545.61

* Calculated by multiplying $9.25, the per share tender offer price, by 28,403,030, the sum of the number of shares of Common Stock outstanding and the 2,466,782 shares of Common Stock subject to options outstanding.

** 1/50 of 1% of Transaction Valuation.

/ / Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

TENDER OFFER

This Tender Offer Statement on Schedule 14D-1 (the "Statement") relates to the offer by Amgen Acquisition Subsidiary, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen Inc., a Delaware corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights) at a price of $9.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated November 23, 1994 (the "Offer to Purchase") and in the related Letter of Transmittal (which together constitute the "Offer"), copies of which are submitted herewith as Exhibits 99.(a)(1) and 99.(a)(2), respectively.

ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is Synergen, Inc., a Delaware corporation (the "Company"), which has its principal executive offices at 1885 33rd Street, Boulder, Colorado, 80301.

(b) The class of equity securities being sought is all the outstanding shares of Common Stock, par value $.01 per share, of the Company, including associated rights to purchase units of Series A Junior Participating Preferred Stock, par value $.01 per share, of the Company issued pursuant to the Rights Agreement dated as of October 24, 1991 between the Company and Chemical Trust Company of California, as Rights Agent. The information set forth in the Introduction and Section 1 ("Terms of the Offer; Expiration Date") of the Offer to Purchase is incorporated herein by reference.

(c) The information concerning the principal market in which the Shares are traded and certain high and low sales prices for the Shares in such principal market set forth in Section 6 ("Price Range of Shares") of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(d) and (g) This Statement is filed by Purchaser and Parent. The information concerning the name, state or other place of organization, principal business and address of the principal office of each of Purchaser and Parent, and the information concerning the name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment or occupation is conducted, material occupations, positions, offices or employments during the last five years and citizenship of each of the executive officers and directors of Purchaser and Parent are set forth in the Introduction, Section 8 ("Certain Information Concerning Purchaser and Parent") and Schedule I of the Offer to Purchase and are incorporated herein by reference.

(e)-(f) During the last five years, neither of Purchaser nor Parent, and, to the best of the knowledge of Purchaser and Parent, none of the persons listed in Schedule I of the Offer to Purchase has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities law or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a) The information set forth in Section 8 ("Certain Information Concerning Purchaser and Parent") is incorporated herein by reference.

(b) The information set forth in the Introduction, Section 8 ("Certain Information Concerning Purchaser and Parent"), Section 10 ("Background of the Offer; Contacts with the Company; the Merger Agreement") and Section 11 ("Purpose of the Offer; Plans for the Company After the Offer and the Merger") of the Offer to Purchase is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a)-(c) The information set forth in Section 9 ("Financing of the Offer and the Merger") of the Offer to Purchase is incorporated herein by reference.

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(e) The information set forth in the Introduction, Section 10 ("Background of the Offer; Contacts with the Company; the Merger Agreement") and Section 11 ("Purpose of the Offer; Plans for the Company After the Offer and the Merger") of the Offer to Purchase is incorporated herein by reference.

(f)-(g) The information set forth in Section 13 ("Effect of the Offer on the Market for Shares, Exchange Listing and Exchange Act Registration") of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a)-(b) Not applicable.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in the Introduction, Section 8 ("Certain Information Concerning Purchaser and Parent"), Section 10 ("Background of the Offer; Contacts with the Company; the Merger Agreement"), Section 11 ("Purpose of the Offer; Plans for the Company After the Offer and the Merger") and Section 16 ("Rights Agreement and Employment Contracts") of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in the Introduction and Section 17 ("Fees and Expenses") of the Offer to Purchase is incorporated herein by reference.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in Section 8 ("Certain Information Concerning Purchaser and Parent") of the Offer to Purchase is incorporated herein by reference.

ITEM 10. ADDITIONAL INFORMATION.

(a) The information set forth in Section 16 ("Rights Agreement") of the Offer to Purchase is incorporated herein by reference.

(b)-(c) The information set forth in Section 15 ("Certain Legal Matters and Regulatory Approvals") of the Offer to Purchase is incorporated herein by reference.

(d) Not applicable.

(e) The information set forth in Section 15 ("Certain Legal and Regulatory Approvals") of the Offer to Purchase is incorporated herein by reference.

(f) The information set forth in the Offer to Purchase is incorporated herein by reference.

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

2.(c)(1)	Agreement and Plan of Merger, dated as of November 17, 1994 among Parent, Purchaser and the Company.
99.(a)(1)	Offer to Purchase dated November 23, 1994.
99.(a)(2)	Form of Letter of Transmittal.
99.(a)(3)	Form of Notice of Guaranteed Delivery.
99.(a)(4)	Form of Letter from CS First Boston Corporation to Brokers, Dealers, Commercial Banks, Trust Companies and Nominees.
99.(a)(5)	Form of Letter from Brokers, Dealers, Commercial Banks, Trust Companies and Nominees to Clients.
99.(a)(6)	Form of Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
99.(a)(7)	Summary Advertisement as published in The Wall Street Journal on November 23, 1994.
99.(a)(8)	Joint Press Release issued by Parent and the Company on November 18, 1994.
99.(a)(9)	Press Release issued by Parent on November 23, 1994.

SIGNATURE

After due inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, correct and complete.

AMGEN ACQUISITION SUBSIDIARY, INC.

By /s/ Thomas E. Workman, Jr.

Chief Executive Officer

Dated: November 23, 1994

SIGNATURE

After due inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, correct and complete.

AMGEN INC.

By /s/ Gordon M. Binder

Chief Executive Officer and
Chairman of the Board

Dated: November 23, 1994

EXHIBIT INDEX

CONFORMED COPY

AGREEMENT AND PLAN OF MERGER

AMONG

AMGEN INC.

AMGEN ACQUISITION SUBSIDIARY, INC.

AND

SYNERGEN, INC.

TABLE OF CONTENTS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of November 17, 1994, is among Amgen Inc., a Delaware corporation ("Parent"), Amgen Acquisition Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Parent ("Purchaser") and Synergen, Inc., a Delaware corporation ("Company").

RECITALS

A. The respective Boards of Directors of Parent, Purchaser and Company have approved the acquisition of Company pursuant to the terms of this Agreement.

B. In furtherance of such acquisition it is proposed that Purchaser will make a tender offer (the "Offer") to purchase all of the issued and outstanding shares of Common Stock, par value $0.01 per share, of Company (the "Common Stock"), together with all of the associated rights to purchase units of Series A Junior Participating Preferred Stock, par value $0.01 per share, of Company (the "Rights"), for $9.25 per share net to the seller in cash. The Common Stock and the Rights are hereinafter collectively referred to as the "Shares."

C. The Board of Directors of Company (the "Board of Directors") has duly approved the Offer and resolved to recommend its acceptance by Company's stockholders.

D. The respective Boards of Directors of Parent, Purchaser and Company have each duly approved the merger of Purchaser and Company (the "Merger") following consummation of the Offer, in accordance with the General Corporation Law of the State of Delaware (the "Delaware Law").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, Parent, Purchaser and Company hereby agree as follows:

1. THE OFFER

1.1 The Offer.

(a) Provided that this Agreement shall not have been terminated pursuant to Section 8.1 and that none of the events set forth in Annex I hereto shall have occurred, Purchaser shall, and Parent shall cause Purchaser to, as soon as practicable after the date hereof, and in any event within five business days of the day on which the proposed Offer is announced, commence (within the meaning of Rule 14d-2(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the Offer for all of the outstanding Shares at a price of $9.25 per Share net to the seller in cash.

(b) The obligations of Purchaser to consummate the Offer and to accept for payment and pay for any of the Shares tendered shall be subject only to the conditions set forth on Annex I, including the condition that a minimum of not less than a majority of the Shares outstanding on a fully diluted basis (including for purposes of such calculation all Shares issuable upon exercise of outstanding Options (as defined in Section 2.6), but excluding for purposes of such calculation all Shares issuable upon exercise of outstanding Warrants (as defined in Section 2.7), Rights and any other rights or securities to purchase or acquire the Shares) being validly tendered and not withdrawn prior to the expiration of the Offer (the "Minimum Condition"). The Offer shall remain open for a minimum of 20 business days after commencement of the Offer as provided in Rule 14e-1 promulgated by the Commission (the "Expiration Date"), unless Purchaser extends the Offer as permitted by this Agreement, in which case the "Expiration Date" means the latest time and date to which the Offer is extended.

(c) Purchaser reserves the right to waive any conditions to the Offer, other than the Minimum Condition, to increase the price per Share payable in the Offer or to make any other changes in the terms and

conditions of the Offer; provided, however, that no such change may be made which decreases the price per Share, changes the form of consideration payable in the Offer, reduces the maximum number of Shares to be purchased in the Offer, imposes conditions to the Offer in addition to those set forth in Annex I or amends any other material term of the Offer in a manner materially adverse to Company's stockholders without Company's prior written consent; provided, further, however, that notwithstanding the foregoing Purchaser may waive the Minimum Condition if Purchaser after consultation with Company, upon consummation of the Offer, accepts for payment and pays for a majority of the Shares outstanding at the time of such consummation. The Offer may not, without Company's prior written consent, be extended, except as necessary to provide time to satisfy the conditions set forth in Annex I; provided, however, that Purchaser may extend (and re-extend) the Offer for up to a total of 10 business days, if as of the initial Expiration Date, there shall not have been validly tendered and not withdrawn at least 90% of the outstanding Shares so that the Merger can be effected without a meeting of Company's stockholders in accordance with the Delaware Law. Purchaser agrees that if all conditions set forth in Annex I are satisfied on the initial Expiration Date, other than the Minimum Condition or the condition set forth in paragraph (b) of Annex I, Purchaser shall extend (and re-extend) the Offer for up to a maximum of 20 business days to provide time to satisfy either such conditions, so long as all such other conditions remain satisfied.

(d) The Offer shall be made by means of an offer to purchase (the "Offer to Purchase") containing the terms set forth in this Agreement and the conditions set forth in Annex I. As soon as practicable on the date of commencement of the Offer, Parent and Purchaser shall file with the Securities and Exchange Commission (the "Commission") with respect to the Offer a Schedule 14D-1 (the "Schedule 14D-1") which will comply as to form in all material respects with the provisions of applicable federal securities law, and will contain the Offer to Purchase and forms of the related letter of transmittal and summary advertisement (which documents, together with any supplements or amendments thereto, are referred to herein collectively as the "Offer Documents"). The Schedule 14D-1 and the Offer Documents, on the date the Schedule 14D-1 is filed with the Commission, and on the date the Offer Documents are first published, sent or given to Company's stockholders, as the case may be, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and Parent and Purchaser agree promptly to correct the Schedule 14D-1 or the Offer Documents if and to the extent that either shall have become false or misleading in any material respect and to take all steps necessary to cause such Schedule 14D-1 as so corrected to be filed with the Commission and such Offer Documents as so corrected to be disseminated to holders of Shares, in each case as and to the extent required by applicable federal securities laws. Company and its counsel shall be given reasonable opportunity to review the Offer Documents prior to the filing with the Commission. Company agrees to file contemporaneously with the commencement of the Offer with the Commission a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") which will comply as to form in all material respects with the provisions of applicable federal securities laws. The Schedule 14D9, on the date filed with the Commission and on the date first published, sent or given to Company's stockholders, as the case may be, shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and Company agrees promptly to correct the Schedule 14D-9 if and to the extent that it shall have become false or misleading in any material respect and to take all steps necessary to cause such Schedule 14D-9 as so corrected to be filed with the Commission and mailed to Company's stockholders to the extent required by applicable federal securities laws. Subject to the fiduciary duties of the Board of Directors, as advised by counsel, the Offer Documents and the Schedule 14D-9 shall contain the recommendation of the Board of Directors that Company's stockholders accept the Offer.

1.2 Company Action. Company represents that the Board of Directors has duly approved by a unanimous vote the Offer and the Merger and resolved to recommend acceptance of the Offer and approval of the Merger by Company's stockholders. Company will promptly furnish Parent or Purchaser with mailing labels containing the names and addresses of the record holders of Shares and, to the extent available (including upon request), lists of securities positions of Shares held in stock depositories, each as of a recent date, and shall furnish Purchaser with such additional information, including updated lists of stockholders,

mailing labels and lists of securities positions, and assistance as Purchaser may reasonably request in connection with communicating the Offer. Subject to the requirements of law, and except for such steps as are necessary to disseminate the Offer Documents, Parent and Purchaser shall hold in confidence the information contained in any of such labels and lists and the additional information referred to in the preceding sentence, shall use such information only in connection with the Offer, and, if this Agreement is terminated, shall deliver to Company all such written information and any copies or extracts thereof then in their possession.

1.3 Directors. Promptly upon the acceptance for payment and payment by Purchaser or any of its subsidiaries of such number of Shares which satisfies the Minimum Condition and from time to time thereafter, Parent shall be entitled to designate a majority of the members of the Board of Directors, subject to compliance with Section 14(f) of the Exchange Act. Subject to applicable law, Company shall take all action necessary to effect any such election, including mailing to its stockholders the information required by Section 14(f) of the Exchange Act and Rule 14f-1 promulgated thereunder. Notwithstanding anything in this Agreement to the contrary, the affirmative vote of a majority of Company's directors (or the approval of the director, if there is only one remaining) then in office who are directors on the date hereof or are directors (other than directors designated by Purchaser) designated by such persons to fill any vacancy, shall be required to (i) amend or modify Company's Certificate of Incorporation or Bylaws, (ii) take any action by Company pursuant to Sections 8.1, 8.3 or 8.4 of this Agreement or (iii) approve any other action by Company which adversely affects the interests of the stockholders of Company (other than Parent, Purchaser and their affiliates) with respect to the transactions contemplated hereby.

2. THE MERGER

2.1 The Merger. At the Effective Date, in accordance with this Agreement and the Delaware Law, Purchaser shall be merged with and into Company, the separate existence of Purchaser (except as may be continued by operation of law) shall cease, and Company shall continue as the surviving corporation under the corporate name it possesses immediately prior to the Effective Date. Company hereinafter sometimes is referred to as the "Surviving Corporation." At the election of Parent, the Merger may be structured so that Company shall be merged with and into Purchaser with the result that Purchaser shall be the "Surviving Corporation." If Parent elects to structure the Merger so that Purchaser, rather than Company, is the Surviving Corporation, the inaccuracy of any representation or warranty of Company which is premised on the assumption that Company shall be the Surviving Corporation, which representation or warranty becomes inaccurate solely as a result of Purchaser, rather than Company, being the Surviving Corporation, shall not be deemed to be a breach of such representation or warranty and shall not release Purchaser from its duties and obligations under the Offer and this Agreement.

2.2 Effect of the Merger. When the Merger has been effected, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Purchaser and Company (the "Constituent Corporations"); all property, real, personal and mixed, and all debts due on whatever account and all choses in action, and all and every other interest, of or belonging to or due each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed; and the title to any real estate, or any interest therein, vested in Purchaser, Company or the Surviving Corporation shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations so merged; any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. The Surviving Corporation thereupon and thereafter shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Delaware Law, and neither the rights of creditors nor any liens upon the respective properties of the Constituent Corporations and the Surviving Corporation shall be impaired by the Merger; all with the effect set forth in the Delaware Law.

2.3 Consummation of the Merger. As soon as is practicable after the satisfaction or waiver of the conditions hereinafter set forth, the parties hereto will cause the Merger to be consummated by filing with the

Secretary of State of Delaware a certificate of merger in such form as required by, and executed in accordance with, the relevant provisions of the Delaware Law (the time of such filing being the "Effective Date").

2.4 Certificate of Incorporation; Bylaws; Directors and Officers. The Certificate of Incorporation and Bylaws of Purchaser shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, until thereafter amended as provided therein and under the Delaware Law. The directors of Purchaser immediately prior to the Effective Date will be the initial directors of the Surviving Corporation, and the officers of Company immediately prior to the Effective Date will be the initial officers of the Surviving Corporation, in each case until their successors are elected and qualified.

2.5 Conversion of Securities. At the Effective Date, by virtue of the Merger and without any action on the part of Purchaser, Company, the Surviving Corporation or the holder of any of the following securities:

(a) Each Share issued and outstanding immediately prior to the Effective Date (other than Shares to be cancelled pursuant to Section 2.5(b) hereof and Shares held by any holder who becomes entitled to the payment of the fair value for his Shares under the Delaware Law if the Delaware Law provides for such payment in connection with the Merger ("Dissenting Shares")) shall be cancelled and extinguished and be converted into and become a right to receive $9.25 in cash, or such higher amount per share as is paid pursuant to the Offer (the "Merger Consideration").

(b) Each Share which is issued and outstanding immediately prior to the Effective Date and owned by Purchaser, Parent or Company or any direct or indirect subsidiary of Purchaser, Parent or Company, shall be cancelled and retired, and no payment shall be made with respect thereto.

(c) Each share of Common Stock, par value $0.01 per share, of Purchaser issued and outstanding immediately prior to the Effective Date shall be converted into and become one validly issued, fully paid and nonassessable share of Common Stock, par value $0.01 per share, of the Surviving Corporation.

(d) All notes and other debt instruments of Company which are outstanding at the Effective Date shall continue to be outstanding subsequent to the Effective Date as debt instruments of the Surviving Corporation, if permitted by their respective terms and provisions.

The holders of Dissenting Shares, if any, shall be entitled to payment for such Shares only to the extent permitted by and in accordance with the provisions of Section 262 of the Delaware Law; provided, however, that if, in accordance with such Section of the Delaware Law, any holder of Dissenting Shares shall forfeit such right to payment of the fair value of such Shares, such Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Date, the right to receive the Merger Consideration provided in Section 2.5(a) of this Agreement.

2.6 Company Stock Options and Related Matters. As promptly as practicable after the Effective Date, each holder of a then outstanding employee or director stock option (an "Option") to purchase Shares heretofore granted under any Employee Plan (as defined in Section 4.15), other than any Options that are held by any director of Company or any officer (as that term is defined in Rule 16a-1(f) promulgated by the Commission) of Company and that were granted (or deemed granted) at any time on or after the date that is six months prior to the Effective Date (the "Recent Insider Options"), will be entitled (whether or not such Option is then exercisable) to receive in consideration of cancellation of such Option (and any outstanding stock appreciation right related thereto) a cash payment from Company in an amount equal to the difference between the Merger Consideration and the per Share exercise price of such Option, multiplied by the number of Shares covered by such Option. The Recent Insider Options shall remain outstanding in accordance with their terms and shall not be affected in any way by the consummation of the Merger.

2.7 Treatment of Warrants. Each (i) warrant outstanding pursuant to the Warrant Agreement dated as of February 1, 1990 by and between Company and Bank of America, NT & SA, as Warrant Agent (the "Warrant Agreement") (the "Syntex Joint Venture Warrants"), (ii) Class A Warrant outstanding issued in connection with the Sales Agency Agreement dated January 4, 1991 by and between, among others, PaineWebber Development Corporation and Company (the "Sales Agency Agreement") (the "Class A Warrants"), (iii) Class B Warrant outstanding issued in connection with the Sales Agency Agreement (the "Class B Warrants"), (iv) Investment Executive Warrant outstanding issued in connection with the Sales

Agency Agreement (the "Investment Executive Warrants") and (v) warrant outstanding issued in connection with Company's purchase of the assets of Synergen Development Partners Limited (the "Development Partners Warrants") (collectively, the Syntex Joint Venture Warrants, Class A Warrants, Class B Warrants, Investment Executive Warrants and Development Partners Warrants are referred to herein as the "Warrants") will be unaffected by the Merger, except as otherwise provided in the Warrant Agreement or Warrants.

2.8 Exchange of Certificates.

(a) From and after the Effective Date, a bank or trust company to be designated by Parent (the "Exchange Agent") shall act as exchange agent in effecting the exchange of certificates (the "Certificates") for the Merger Consideration, which Certificates, prior to the Effective Date, represented Shares entitled to payment pursuant to Section 2.5. On or before the Effective Date, Parent or Purchaser shall deposit with the Exchange Agent the Merger Consideration in trust for the benefit of the holders of Certificates. Upon the surrender of each such Certificate and the issuance and delivery by the Exchange Agent of the Merger Consideration in exchange therefor, such Certificates shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate (other than Certificates representing Shares held by Purchaser, Parent or Company or any direct or indirect subsidiary of Purchaser, Parent or Company or Dissenting Shares) shall represent solely the right to receive the Merger Consideration multiplied by the number of Shares represented by such Certificate. Upon the surrender and exchange of such an outstanding Certificate, the holder shall receive the Merger Consideration, without any interest thereon. If any cash is to be paid to a name other than the name in which the Certificate representing Shares surrendered in exchange therefor is registered, it shall be a condition to such payment or exchange that the person requesting such payment or exchange shall pay to the Exchange Agent any transfer or other taxes required by reason of the payment of such cash to a name other than that of the registered holder of the Certificate surrendered, or such person shall establish to the satisfaction of the Exchange Agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, neither the Exchange Agent nor any party hereto shall be liable to a holder of Shares for any Merger Consideration or interest or other payments made with respect to the Merger Consideration delivered to a public official pursuant to applicable abandoned property, escheat and similar laws.

(b) Promptly following the date which is six months after the Effective Date, the Exchange Agent shall return to the Surviving Corporation all Merger Consideration in its possession relating to the transactions described in this Agreement, and the Exchange Agent's duties shall terminate. Thereafter, each holder of a Certificate representing a Share may surrender such Certificate to the Surviving Corporation and (subject to applicable abandoned property, escheat and similar laws) receive in exchange therefor the Merger Consideration, without any interest thereon.

(c) Promptly after the Effective Date, the Exchange Agent shall mail to each record holder of Certificates which immediately prior to the Effective Date represented Shares, a form of letter of transmittal and instructions for use in surrendering such Certificates and receiving the Merger Consideration therefor.

(d) After the Effective Date, there shall be no transfers on the stock transfer books of the Surviving Corporation of any Shares. If, after the Effective Date, Certificates for Shares are presented to the Surviving Corporation or the Exchange Agent, they shall be cancelled and exchanged for the Merger Consideration, as provided in this Article 2, subject to applicable law in the case of Dissenting Shares.

3. REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

Each of Parent and Purchaser represents and warrants to Company as follows:

3.1 Organization and Qualification. Each of Parent and Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has the requisite corporate power to carry on its respective business as now conducted. Each of Parent and Purchaser is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification necessary, except for failures to be so qualified or in good standing which would not have a material adverse effect on the condition (financial or other), results of operations, business or properties (a "Material Adverse Effect") of Parent and its subsidiaries

taken as a whole. Copies of the Certificates of Incorporation and Bylaws of Parent and Purchaser delivered to Company are accurate and complete as of the date hereof.

3.2 Authority Relative to this Agreement. Each of Parent and Purchaser has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Parent and Purchaser and the consummation by Parent and Purchaser of the transactions contemplated hereby have been duly authorized by the respective Boards of Directors of Parent and Purchaser and no other corporate proceeding on the part of Parent and Purchaser is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, except for the corporate proceedings, if any, necessary to amend the Certificate of Incorporation of Purchaser to provide the capital structure required for the Merger (which proceedings shall be taken prior to the Effective Date). This Agreement has been duly executed and delivered by Parent and Purchaser and constitutes a valid and binding obligation of each such company, enforceable against each such company in accordance with its terms, except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors' rights generally or by general equitable principles.

3.3 Compliance.

(a) Neither the execution and delivery of this Agreement by Parent and Purchaser, nor the consummation by Parent and Purchaser of the transactions contemplated hereby, nor compliance by Parent and Purchaser with any of the provisions hereof will (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Parent and Purchaser or any other direct or indirect subsidiary of Parent under, any of the terms, conditions or provisions of (x) the Certificates of Incorporation or Bylaws of Parent or Purchaser or any other direct or indirect subsidiary of Parent or (y) any material note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other material instrument or obligation to which Parent and Purchaser or any other direct or indirect subsidiary of Parent is a party, or to which any of them, or any of their respective properties or assets, may be subject, or (ii) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any judgment, ruling, order, writ, injunction, decree, statute, rule or regulation applicable to Parent or Purchaser or any other direct or indirect subsidiary of Parent or any of their respective properties or assets; except, in the case of each of clauses (i) and (ii) above, for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances which would not have a Material Adverse Effect on Parent and its subsidiaries taken as a whole.

(b) Other than in connection with or in compliance with the provisions of the Delaware Law, the Exchange Act, the "takeover" or "blue sky" laws of various states, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder (the "Hart-Scott-Rodino Act"), and any required material foreign regulatory approvals, no notice to, filing with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary for the consummation by Parent and Purchaser of the transactions contemplated by this Agreement, except where failure to give such notice, make such filings, or obtain such authorizations, consents or approvals would not have a Material Adverse Effect on Parent and its subsidiaries taken as a whole or prevent Parent and Purchaser from performing their obligations hereunder.

3.4 Available Funds. Parent has or has available to it out of internal corporate funds, and will make available to Purchaser, all funds necessary to satisfy all of Parent's and Purchaser's obligations under this Agreement and in connection with the transactions contemplated hereby, including, without limitation, the obligation to purchase all outstanding Shares pursuant to the Offer and the Merger and to pay, subject to Section 6.4, all related fees and expenses in connection with the Offer and the Merger.

3.5 Company Stock. Parent does not beneficially own any Shares.

4. REPRESENTATIONS AND WARRANTIES OF COMPANY

Company represents and warrants to Parent and Purchaser, except as set forth on a Disclosure Schedule previously delivered to Parent (the "Disclosure Schedule") or as set forth in, or incorporated by reference into, the SEC Reports (as defined in Section 4.6), the following:

4.1 Organization and Qualification. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the requisite corporate power to carry on its business as it is now being conducted. Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification necessary. Copies of the Certificate of Incorporation and Bylaws of Company heretofore delivered to Parent are accurate and complete as of the date hereof. All material corporate actions taken by Company and each of its subsidiaries (the "Subsidiaries") since incorporation have been duly authorized or ratified by all appropriate action.

4.2 Subsidiaries. The only Subsidiaries are those named in the Disclosure Schedule or in Exhibit 21.1 to Company's Annual Report on Form 10-K for the Fiscal Year Ended December 31, 1993, as filed with the Commission and heretofore delivered to Parent. Except as set forth in such exhibit and except for directors' qualifying shares in the case of non-United States Subsidiaries, (i) Company is, directly or indirectly, the record and beneficial owner of all of the outstanding shares of capital stock of each of the Subsidiaries, (ii) there are no irrevocable proxies with respect to such shares, (iii) no equity securities of any of the Subsidiaries are or may become required to be issued by reason of any options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, shares of any capital stock of any Subsidiary, and (iv) there are no contracts, commitments, understandings or arrangements by which any Subsidiary is bound to issue additional shares of its capital stock or securities convertible into or exchangeable for such shares. All of such shares so owned by Company are owned by it free and clear of any claim, lien, encumbrance or agreement with respect thereto. Each Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has the requisite corporate power to carry on its business as it is now being conducted. Each Subsidiary is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification necessary. Copies of the charter documents, Bylaws, and regulations, if any, of each Subsidiary, which have been heretofore delivered or made available to Parent, are accurate and complete.

4.3 Capitalization. The authorized capital stock of Company consists of 120,000,000 Shares and 10,000,000 shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock"). As of the date of this Agreement (i) 25,936,248 Shares are validly issued and outstanding, fully paid and nonassessable, (ii) no shares of Preferred Stock are issued and outstanding, (iii) 2,466,782 Shares are issuable upon exercise of outstanding Options heretofore granted under the Employee Plans, true and complete copies of which have heretofore been furnished to Parent, and (iv) 5,419,491 Shares are issuable upon exercise of outstanding Warrants. Upon the announcement of the Offer, each Warrant shall only represent the right to receive the per Share Merger Consideration upon payment by the holder thereof of the per Share exercise price provided for in each such Warrant. The per Share exercise price of each Warrant is as follows: (1) Syntex Joint Venture Warrants -- $12.67, (2) Class A Warrants -- $15.69, (3) Class B Warrants -- $15.69, (4) Investment Executive Warrants -- $16.31 and (5) Development Partners Warrants -- $67.77. Except as contemplated by clauses (i) through (iv) above, there are no other shares of capital stock, or other equity securities of Company outstanding, and no other outstanding options, warrants, rights to subscribe to (including any preemptive rights), calls or commitments of any character whatsoever to which Company or any of its Subsidiaries is a party or may be bound, requiring the issuance or sale of, shares of any capital stock or other equity securities of Company or securities or rights convertible into or exchangeable for such shares or other equity securities, and there are no contracts, commitments, understandings or arrangements by which Company is or may become bound to issue additional shares of its capital stock or other equity securities or options, warrants or rights to purchase or acquire any additional shares of its capital stock or other equity securities or securities convertible into or exchangeable for such shares or other equity securities.

4.4 Authority Relative to this Agreement. Company has the requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereunder. The execution and delivery of this Agreement by Company and the consummation by Company of the transactions contemplated hereby have been duly authorized by the Board of Directors and no other corporate proceeding on the part of Company is necessary to authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby, except for the approval of Company's stockholders as set forth in Section 6.2 of this Agreement. This Agreement has been duly executed and delivered by Company and constitutes a valid and binding obligation of Company, enforceable against Company in accordance with its terms, except to the extent that its enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditors rights generally or by general equitable principles.

4.5 Compliance.

(a) Neither the execution and delivery of this Agreement by Company, nor the consummation of the transactions contemplated hereby (including the purchase of the Shares by Purchaser pursuant to the Offer), nor compliance by Company with any of the provisions hereof will (i) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in the loss of any material benefit under, or result in a right of termination or acceleration under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Company or any of its Subsidiaries under, any of the terms, conditions or provisions of (x) their respective charter documents or Bylaws or (y) any material note, bond, mortgage, indenture, deed of trust, license, lease, agreement or other material instrument or obligation to which Company or any such Subsidiary is a party, or to which any of them or any of their respective properties or assets may be subject, or (ii) subject to compliance with the statutes and regulations referred to in the next paragraph, violate any judgment, ruling, order, writ, injunction, decree, statute, rule or regulation applicable to Company and its Subsidiaries or any of their respective properties or assets; except, in the case of each of clauses (i) and (ii) above, for such violations, conflicts, breaches, defaults, terminations, accelerations, losses and creations as to which requisite waivers have been obtained. As used in Articles 4 and 5, Section 6.6 and Annex I, the term assets shall include, but not be limited to, all Proprietary Matter, products, product rights and technologies of Company.

(b) Other than in connection with or in compliance with the provisions of the Delaware Law, the Exchange Act, the "takeover" or "blue sky" laws of various states, the Hart-Scott-Rodino Act, and any required material foreign regulatory approvals, no notice to, filing with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary for the consummation by Company of the transactions contemplated by this Agreement.

4.6 Commission Filings. Company has filed with the Commission all reports, registration statements and definitive proxy statements required to be filed with the Commission since January 1, 1992 (collectively, with any documents filed as exhibits thereto, the "SEC Reports"). Company has heretofore made available to Parent its (i) Annual Reports on Form 10-K for the years ended December 31, 1991, 1992 and 1993, as filed with the Commission, (ii) Quarterly Reports on Form 10-Q for the quarters ended March 31, 1994, June 30, 1994 and September 30, 1994, (iii) proxy statements relating to all of Company's meetings of stockholders (whether annual or special) since January 1, 1992, and (iv) all other reports or registration statements filed by Company with the Commission since January 1, 1992. As of their respective dates, such reports and statements (including all exhibits and schedules thereto and documents incorporated by reference therein) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. The audited consolidated financial statements and unaudited consolidated interim financial statements of Company and its Subsidiaries included or incorporated by reference in such reports, and in Company's Annual Reports for the years ended December 31, 1991, 1992 and 1993 heretofore delivered to Parent, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes, or schedules thereto and except in the case of the unaudited interim statements, as may be permitted under Form 10-Q of the

Exchange Act), and fairly present the consolidated financial position of Company and its consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and changes in financial position for the periods then ended (subject, in the case of any unaudited interim financial statements, to normal year-end adjustments).

4.7 Absence of Undisclosed Liabilities. Neither Company nor any of its Subsidiaries has any material liabilities of any nature, whether absolute, contingent or otherwise, and whether due or to become due (including, without limitation, all tax liabilities) which should be reflected or reserved against, in accordance with generally accepted accounting principles, and which are not adequately reflected or reserved against in Company's balance sheet as of December 31, 1993, including the footnotes thereto (the "Balance Sheet"), except such as have arisen in the ordinary course of business since December 31, 1993.

4.8 Litigation. There are no actions, suits or proceedings pending or threatened against Company or any of its Subsidiaries, ERISA Affiliates or Employee Plans (as such terms are defined in Section 4.15), nor is Company or any of its Subsidiaries, ERISA Affiliates or Employee Plans subject to any order, judgment, writ, injunction or decree.

4.9 Board Recommendation; Qualifying Offer. The Board of Directors has duly approved and adopted this Agreement, the Offer and the Merger and other transactions contemplated herein on the terms and conditions set forth herein, and recommended that the stockholders of Company tender their Shares and approve and adopt this Agreement and the Merger. The Offer is a "Qualifying Offer" as such term is defined in the Rights Agreement dated as of October 24, 1991 by and between Company and Manufacturers Hanover Trust Company of California, as Rights Agent (the "Rights Agreement").

4.10 Compliance with Law. Company has not violated or failed to comply with any material statute, law, ordinance, regulation, rule or order of any foreign, federal, state or local government or any other governmental department or agency, or any material judgment, decree or order of any court, applicable to its business or operations. Company has not received any notice asserting a failure to comply with any such statute, law, ordinance, regulation, rule, judgment, decree or order. Company has all material permits, licenses and franchises from governmental agencies required to conduct its present business as it is now conducted.

4.11 Changes. Except as contemplated by this Agreement, or reflected in any financial statement or notes thereto referred to in Section 4.6, since December 31, 1993, none of the following have occurred:

(a) any change (or any development involving a prospective change) or threatened change which has had, or may reasonably be expected to have, a Material Adverse Effect on Company and its Subsidiaries taken as a whole;

(b) any material change in accounting methods, principles or practices by Company affecting its assets, liabilities or business;

(c) any revaluation by Company of any of its assets, including without limitation, writing down the value of inventory or writing off notes or accounts receivable other than in the ordinary course of business;

(d) any material damage, destruction or loss;

(e) any cancellation of any material debts or waiver or release of any material right or claim of Company relating to its business activities or properties;

(f) any declaration, setting aside or payment of dividends or distributions in respect of the Shares or any redemption, purchase or other acquisition of any of its securities;

(g) any issuance by Company of, or commitment of Company to issue, any shares of stock, options, warrants or other equity securities or obligations or securities convertible into or exchangeable for shares of stock, options, warrants or other equity securities, other than upon exercise of Options, or pursuant to the terms of an Employee Plan in the ordinary course of business and consistent with past practices;

(h) negotiation or execution of any material arrangement, agreement or understanding to which Company or any of its Subsidiaries is a party which cannot be terminated by it on notice of 30 days or less without cost or penalty;

(i) any loan or similar transaction with any person who is an officer, director or stockholder of Company or any of its Subsidiaries, or who is an affiliate or associate of such a person, except in the ordinary course of business and consistent with past practices;

(j) any capital expenditures other than in the ordinary course of business and consistent with past practice by Company or any of its Subsidiaries;

(k) any adoption of a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or other reorganization of Company;

(l) any increase in salary, bonus, fringe benefit, or incentive or other compensation payable or to become payable to any officer, director, employee or other person receiving compensation of any nature from Company or any of its Subsidiaries; or any increase in the number of shares obtainable under, or the acceleration or creation of any rights of any person to benefits under, any Employee Plan (including, without limitation, the acceleration of the vesting or exercisability of any stock options, the acceleration of the vesting of any restricted stock, the acceleration of the accrual or vesting of any benefits under any Pension Plan or the acceleration or creation of any rights under any severance, parachute or change in control agreement); or

(m) any agreement by Company to do any of the things described in the preceding clauses (a) through (l) other than as expressly provided for herein.

4.12 Taxes. Each of Company and its Subsidiaries has duly filed all material tax returns it is required to file. Each of Company and its Subsidiaries has paid (or made adequate provision for payment of) all taxes shown as due on those returns as well as all taxes, interest, penalties, assessments and deficiencies due or claimed due from foreign, federal, state or local taxing authorities (including without limitation taxes on properties, income, franchises, licenses, sales and payrolls). The filed returns are correct in all material respects and neither Company nor any of its Subsidiaries is required to pay, for the periods represented by such tax returns, any material taxes other than those shown in those returns or reflected on the balance sheet of Company contained in the most recent SEC Report. Company's and each of its Subsidiaries' federal income tax returns have not been audited by the Internal Revenue Service since December 31, 1985. The provision for taxes on the Balance Sheet is adequate to cover all accrued and unpaid taxes as of the date of the Balance Sheet. Since December 31, 1991, neither Company nor any of its Subsidiaries has requested or been granted any extension of limitation periods applicable to audits or claims by any taxing authority. No material claim, audit, action, suit, proceeding or investigation is pending or threatened with respect to any taxes of Company or any of its Subsidiaries. There is no fact or circumstance that, if known by any federal, state or local taxing authority, could result in the assertion of a material deficiency with respect to any taxes of Company or any of its Subsidiaries.

4.13 Title to Properties; Condition of Properties. The Disclosure Schedule lists and reasonably describes all material real property owned or leased by Company and its Subsidiaries. Company and each of its Subsidiaries has good and valid title (in fee simple absolute in the case of real property) to all properties and assets used in its business, except for leased properties and assets; none of those owned properties is subject to any mortgage, deed of trust, pledge, lien, claim, charge, equity, covenant, condition, restriction, easement, right-of-way or encumbrance, except (i) liens, claims, charges and encumbrances disclosed, or reserved against, in the Balance Sheet, (ii) liens for current taxes not yet due and payable, and (iii) minor imperfections of title not material (individually or in the aggregate) and not materially detracting from the value, or the use (either actual or intended) Company and its Subsidiaries make, of the property in question. All of the buildings, fixtures, machinery and equipment owned or used by Company and its Subsidiaries are in reasonably good operating condition and repair, normal wear and tear excepted, and comply in all material respects with applicable zoning, building and fire codes.

4.14 Contracts. The Disclosure Schedule lists all material contracts and agreements to which Company or any of its Subsidiaries is a party which were not filed as exhibits to the SEC Reports; all such contracts and agreements are duly and validly executed by Company, are in full force and effect as of the date of this Agreement and will be in full force and effect at the Effective Date. No event has occurred which, after notice or the passage of time or both, would constitute a material default under any such contract or agreement. All such contracts and agreements will continue, after the Effective Date, to be binding in accordance with their respective terms until their respective expiration dates.

4.15 Employee Benefit Plans.

(a) Definitions. The following terms, when used in this Section, shall have the following meanings. Any of these terms may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

(i) Benefit Arrangement. "Benefit Arrangement" shall mean any material employment, consulting, severance or other similar contract, arrangement or policy and each material plan, arrangement (written or oral), program, agreement or commitment providing for insurance coverage (including without limitation any self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, retirement benefits, life, health, disability or accident benefits (including without limitation any "voluntary employees' beneficiary association" as defined in Section 501(c)(9) of the Code providing for the same or other benefits) or for deferred compensation, profit-sharing bonuses, stock options, stock appreciation rights, stock purchases or other forms of incentive compensation or post-retirement insurance, compensation or benefits which

(A) (1) is not a Welfare Plan, Pension Plan or Multiemployer Plan, (2) is entered into, maintained, contributed to or required to be contributed to, as the case may be, by Company or an ERISA Affiliate or under which Company or any ERISA Affiliate may incur any liability, and (3) covers any employee or former employee of Company or any ERISA Affiliate (with respect to their relationship with such entities), or

(B) any plan covering employees or former employees of any Foreign Subsidiary (with respect to their relationship with such entities) which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (A).

(ii) Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

(iii) Employee Plans. "Employee Plans" shall mean all Benefit Arrangements, Multiemployer Plans, Pension Plans and Welfare Plans.

(iv) ERISA. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(v) ERISA Affiliate. "ERISA Affiliate" shall mean any entity which is (or at any relevant time was) a member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliated service group" with, Company as defined in Section 414(b), (c), (m) or (o) of the Code.

(vi) Foreign Subsidiary. "Foreign Subsidiary" shall mean any Subsidiary organized under the laws of or doing business in any country other than the United States.

(vii) Multiemployer Plan. "Multiemployer Plan" shall mean

(A) any "multiemployer plan," as defined in Section 4001(a)(3) or Section 3(37) of ERISA, (1) which Company or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or, after September 25, 1980, maintained, administered, contributed to or was required to contribute to, or under which Company or any ERISA Affiliate may incur any liability and (2) which covers any employee or former employee of Company or any ERISA Affiliate (with respect to their relationship with such entities), or

(B) any plan covering employees or former employees of any Foreign Subsidiary (with respect to their relationship with such entities) which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (A).

(viii) PBGC. "PBGC" shall mean the Pension Benefit Guaranty Corporation.

(ix) Pension Plan. "Pension Plan" shall mean

(A) any "employee pension benefit plan" as defined in Section 3(2) of ERISA (other than a Multiemployer Plan) (1) which Company or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or, within the five years prior to the Effective Date, maintained, administered, contributed to or was required to contribute to, or under which Company or any ERISA Affiliate may incur any liability and (2) which covers any employee or former employee of Company or any ERISA Affiliate (with respect to their relationship with such entities), or

(B) any plan covering employees or former employees of any Foreign Subsidiary (with respect to their relationship with such entities) which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (A).

(x) Welfare Plan. "Welfare Plan" shall mean

(A) any "employee welfare benefit plan" as defined in Section 3(1) of ERISA, (1) which Company or any ERISA Affiliate maintains, administers, contributes to or is required to contribute to, or under which Company or any ERISA Affiliate may incur any liability and (2) which covers any employee or former employee of Company or any ERISA Affiliate (with respect to their relationship with such entities), or

(B) any plan covering employees or former employees of any Foreign Subsidiary (with respect to their relationship with such entities) which if maintained or administered in or otherwise subject to the laws of the United States would be described in paragraph (A).

(b) Disclosure; Delivery of Copies of Relevant Documents and Other Information. The Disclosure Schedule contains a complete list of Employee Plans which cover or have covered employees of Company (with respect to their relationship with such entities). True and complete copies of each of the following documents have been delivered by Company to Parent: (i) each Welfare Plan, Pension Plan and Multiemployer Plan (and, if applicable, related trust agreements) which covers or has covered employees of Company (with respect to their relationship with such entities) and all amendments thereto, all written interpretations thereof and written descriptions thereof which have been distributed to Company's employees and all annuity contracts or other funding instruments, (ii) each Employee Plan which covers or has covered employees of Company (with respect to their relationship with such entities) including written interpretations thereof and written descriptions thereof which have been distributed to Company's employees (including descriptions of the number and level of employees covered thereby) and a complete description of any Employee Plan which is not in writing, (iii) the most recent determination or opinion letter issued by the Internal Revenue Service or analogous ruling under foreign law with respect to each Pension Plan and each Welfare Plan (other than a "multiemployer plan", as defined in Section 3(37) of ERISA) which covers or has covered employees of Company (with respect to its relationship with such entities), (iv) for the three most recent plan years, Annual Reports on Form 5500 Series required to be filed with any governmental agency for each Pension Plan which covers or has covered employees of Company (with respect to its relationship with such entities), (v) all actuarial reports prepared for the last three plan years for each Pension Plan which covers or has covered employees of Company (with respect to its relationship with such entities), (vi) a description of complete age, salary, service and related data as of the last day of the last plan year for employees and former employees of Company, and (vii) a description setting forth the amount of any liability of the company as of the Effective Date for payments more than thirty (30) calendar days past due with respect to each Welfare Plan which covers or has covered employees or former employees of Company.

(c) Representations. Company represents and warrants as follows:

(i) Pension Plans

(A) Neither Company nor any of its ERISA Affiliates has, at any time, maintained, administered or contributed to, or was required to contribute to, a Pension Plan that is or was subject to Title IV of ERISA or the minimum funding requirements of Section 302 of ERISA or Section 412 of the Code.

(B) Each Pension Plan and each related trust agreement, annuity contract or other funding instrument which covers or has covered employees or former employees of Company that is intended to be qualified and tax exempt under the provisions of Code sections 401(a) and 501(a) has received a favorable determination letter from the Internal Revenue Service and nothing has occurred that would adversely affect such plan's tax qualification or exemption.

(C) Each Pension Plan, each related trust agreement, annuity contract or other funding instrument which covers or has covered employees or former employees of Company (with respect to their relationship with such entities) presently complies and has been maintained in material compliance with its terms and, both as to form and in operation, with the requirements prescribed by any and all statutes, orders, rules and regulations which are applicable to such plans, including without limitation ERISA and the Code.

(ii) Multiemployer Plans

(A) Neither Company nor any ERISA Affiliate has, at any time, maintained, administered or contributed to, or was required to contribute to, a Multiemployer Plan.

(iii) Welfare Plans

(A) Each Welfare Plan which covers or has covered employees or former employees of Company (with respect to their relationship with such entities) has been maintained in material compliance with its terms and, both as to form and operation, with the requirements prescribed by any and all statutes, orders, rules and regulations which are applicable to such Welfare Plan, including without limitation ERISA and the Code.

(B) None of Company, any ERISA Affiliate or any Welfare Plan has any present or future obligation to make any payment to, or with respect to any present or former employee of Company or any ERISA Affiliate pursuant to, any retiree medical benefit plan, or other retiree Welfare Plan, and no condition exists which would prevent Company from amending or terminating any such benefit plan or Welfare Plan.

(C) Each Welfare Plan which covers or has covered employees or former employees of Company and which is a "group health plan," as defined in Section 607(1) of ERISA, has been operated in compliance with provisions of Part 6 of Title I, Subtitle B of ERISA and Sections 162(k) and 4980B of the Code at all times.

(D) Neither Company nor any ERISA Affiliate has incurred any liability with respect to any Welfare Plan that is a "multiemployer plan", as defined in Section 3(37) of ERISA, under the terms of such Welfare Plan, any collective bargaining agreement or otherwise resulting from any cessation of contributions, cessation of obligation to make contributions or other form of withdrawal from such Welfare Plan.

(iv) Benefit Arrangements. Each Benefit Arrangement which covers or has covered employees or former employees of Company (with respect to their relationship with such entities) has been maintained in material compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations which are applicable to such Benefit Arrangement, including without limitation the Code. Except as provided by law, the employment of all persons presently employed or retained by Company is terminable at will.

(v) Unrelated Business Taxable Income. No Employee Plan (or trust or other funding vehicle pursuant thereto) is subject to any tax under Code Section 511.

(vi) Deductibility of Payments. There is no contract, agreement, plan or arrangement covering any employee or former employee of Company (with respect to its relationship with such entities) that, individually or collectively, provides for the payment by Company of any amount (i) that is not deductible under Section 404 of the Code, (ii) that is an "excess parachute payment" pursuant to Section 280G of the Code or (iii) that is not deductible pursuant to Section 162(m) of the Code.

(vii) Foreign Plans. Each Employee Plan that covers any employee or former employee of any Foreign Subsidiary (with respect to their relationship with such entities) or is otherwise not subject to ERISA or the Code has been maintained in substantial compliance with its terms and with the requirements prescribed by any and all applicable statutes, orders, rules and regulations (including without limitation any special provisions relating to the tax status of contributions to, earnings of or distributions from such Plans where each such Plan was intended to have such tax status) and has been maintained in good standing with applicable regulatory authorities.

(viii) Fiduciary Duties and Prohibited Transactions. Neither Company nor any plan fiduciary of any Welfare Plan or Pension Plan which covers or has covered employees or former employees of Company or any ERISA Affiliate, has engaged in any transaction in violation of Sections 404 or 406 of ERISA or any "prohibited transaction," as defined in Section 4975(c)(1) of the Code, for which no exemption exists under Section 408 of ERISA or Section 4975(c)(2) or (d) of the Code, or for which a class of individual exemption has not been granted by the Department of Labor, or has otherwise violated the provisions of Part 4 of Title I, Subtitle B of ERISA. Company has not knowingly participated in a violation of Part 4 of Title I, Subtitle B of ERISA by any plan fiduciary of any Welfare Plan or Pension Plan and has not been assessed any civil penalty under Section 502(l) of ERISA.

(ix) No Amendments. Neither Company nor any ERISA Affiliate has any announced plan or legally binding commitment to create any additional Employee Plans which are intended to cover employees or former employees of Company (with respect to their relationship with such entities) or to amend or modify any existing Employee Plan which covers or has covered employees or former employees of Company (with respect to their relationship with such entities).

(x) No Other Material Liability. No event has occurred in connection with which Company or any ERISA Affiliate or any Employee Plan, directly or indirectly, could be subject to any material liability (A) under any statute, regulation or governmental order relating to any Employee Plans or (B) pursuant to any obligation of Company to indemnify any person against liability incurred under any such statute, regulation or order as they relate to the Employee Plans.

(xi) Insurance Contracts. Neither Company nor any Employee Plan (other than a "multiemployer plan", as defined in Section 3(37) of ERISA) holds as an asset of any Employee Plan any interest in any annuity contract, guaranteed investment contract or any other investment or insurance contract issued by an insurance company that is the subject of bankruptcy, conservatorship or rehabilitation proceedings.

(xii) No Acceleration or Creation of Rights. Neither the execution and delivery of this Agreement or other related agreements by Company nor the consummation of the transactions contemplated hereby or the related transactions will result in the acceleration or creation of any rights of any person to benefits under any Employee Plan (including, without limitation, the acceleration of the vesting or exercisability of any stock options, the acceleration of the vesting of any restricted stock, the acceleration of the accrual or vesting of any benefits under any Pension Plan or the acceleration or creation of any rights under any severance, parachute or change in control agreement).

4.16 Compliance With Legislation Regulating Environmental Quality. All plants, offices, manufacturing facilities, stores, warehouses, improvements, administration buildings, and real property and related facilities of Company, whether currently or previously owned, operated or leased by Company (collectively, the "Facilities") are, and at all times owned, operated or leased by Company, have been maintained and operated in material compliance with all applicable federal, state and local environmental protection,

occupational, health and safety or similar laws, ordinances, restrictions, orders, regulations and licenses (collectively "Environmental Laws") including but not limited to the Federal Water Pollution Control Act (33 U.S.C sec. 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. sec. 6901 et seq.), Safe Drinking Water Act (21 U.S.C. sec. 349, 42 U.S.C. sec.sec. 201, 300f), Toxic Substances Control Act (15 U.S.C. sec. 2601 et seq.), Clean Air Act (42 U.S.C. sec. 7401 et seq.), and Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. sec. 9601 et seq.). No materials, substances, or products have been at any time placed, held, located, disposed of or released on, under, at, within, or about the Facilities which may reasonably be expected to result in a regulatory agency or other governmental entity requiring clean up, removal or other remedial action by Company under Environmental Laws. No litigation, administrative enforcement actions, proceedings or notices of potential liability have been received, served, filed or threatened against Company relating to any material damage, contribution, cost recovery, compensation, loss or injury resulting from any hazardous or toxic substance, waste or material (collectively, "Hazardous Materials") or arising out of the use, generation, storage, treatment, release, discharge, transportation, handling or disposal of Hazardous Materials or resulting from a violation or alleged violation of Environmental Laws.

4.17 Labor Matters. Company is not a party to any labor agreement with respect to its employees with any labor organization, group or association. Company has not experienced any attempt by organized labor or its representatives to make Company conform to demands of organized labor relating to its employees or to enter into a binding agreement with organized labor that would cover the employees of Company. Company is in compliance in all material respects with all applicable laws respecting employment practices, terms and conditions of employment and wages and hours and is not engaged in any unfair labor practice. There is no unfair labor practice charge or complaint against Company pending before the National Labor Relations Board or any other governmental agency arising out of Company's activities, and Company has no knowledge of any facts or information which would give rise thereto; there is no labor strike or labor disturbance pending or threatened against Company nor is any grievance currently being asserted; and Company has not experienced a work stoppage or other labor difficulty.

4.18 Absence of Questionable Payments. Neither Company nor any of its Subsidiaries nor any of their respective officers, directors, agents or employees purporting to act on behalf of Company or any of its Subsidiaries has made or agreed to make any payment or other use of Company's or any of its Subsidiaries' assets (i) to or on behalf of an official of any government, or for any purpose related to political activity, except as permitted by applicable law or (ii) for any of the purposes described in Section 162(c) of the United States Internal Revenue Code.

4.19 Intellectual Property. The Disclosure Schedule contains detailed information (including where applicable the federal registration number and the date of registration or application for registration and the name in which registration was applied for) concerning: (i) patents, copyrights, trademarks, trade names and service marks, and all currently pending applications for any thereof (collectively, "Proprietary Matter"), held by Company and it Subsidiaries; (ii) any licenses or options to obtain rights or licenses granted by Company or any of its Subsidiaries to others covering any Proprietary Matter; and (iii) any licenses or options to obtain rights or licenses granted to Company or any of its Subsidiaries covering any Proprietary Matter owned by others. Neither Company nor any of its Subsidiaries has been sued, charged or threatened with any suit or action relating to infringement by Company or any of its Subsidiaries of any third party Proprietary Matter and no proceedings have been instituted or are pending (or are threatened) that challenge the validity of the ownership or use of any Proprietary Matter by Company or any of its Subsidiaries. Each of Company and its Subsidiaries owns (or possesses adequate and enforceable licenses or other rights to use) all Proprietary Matter now used or required to be used in their respective businesses as now conducted and as proposed to be conducted and neither Company nor any of its Subsidiaries has received any notice of conflict with the asserted rights of others with respect to any Proprietary Matter.

4.20 Cash and Cash Equivalents and Short-term Investments. As of the date hereof, Company owns cash and cash equivalents and short-term investments in an amount not less than $115,000,000.

5. CONDUCT OF BUSINESS PENDING THE MERGER

Company covenants and agrees that, prior to the Effective Date, unless Parent shall otherwise agree in writing or unless the failure to comply with any of the following covenants results from actions by the Board of Directors which are approved by a majority of the directors appointed by Purchaser pursuant to Section 1.3 or except as otherwise expressly contemplated by this Agreement or as disclosed in the Disclosure Schedule:

5.1 Ordinary Course of Business. The business of Company and its Subsidiaries shall be conducted only in, and Company and its Subsidiaries shall not take any action except in, the ordinary course of business and consistent with past practices.

5.2 Preservation of Organization. Company shall use its reasonable efforts to maintain and preserve its business organization, assets, employees, United States Food and Drug Administration and equivalent regulatory agency licenses and approvals, and United States Patent and Trademark Office and equivalent agency filings and advantageous business relationships. Neither Company nor any of its Subsidiaries shall directly or indirectly amend or propose to amend its charter, regulations or Bylaws or similar organizational documents.

5.3 Capitalization Changes. Neither Company nor any of its Subsidiaries shall directly or indirectly (i) issue, sell, pledge, transfer, dispose of or encumber, or authorize, propose or agree to the issuance, sale, pledge, transfer, disposition or encumbrance of, any shares of, or any options, warrants or rights of any kind (including, without limitation, the Rights) to acquire any shares of, or any securities convertible into or exchangeable for any shares of, capital stock of any class of Company or any of its Subsidiaries, other than Shares issuable upon exercise of Options or Warrants outstanding on the date hereof as referred to in clauses (iii) or (iv) of Section 4.3 and consistent with past practices, in accordance with the terms of the applicable agreements and Employee Plans or (ii) authorize, recommend or propose any change in its capitalization.

5.4 Sale of Assets. Neither Company nor any of its Subsidiaries shall directly or indirectly (i) except in the ordinary course of business and consistent with past practices, sell, pledge, transfer, assign, license, dispose of, encumber or lease any assets of Company or of any of its Subsidiaries (including, without limitation, any indebtedness owed to them or any claims held by them) or (ii) whether or not in the ordinary course of business, sell, pledge, transfer, assign, license, dispose of, encumber or lease any material assets of Company and its Subsidiaries (including, without limitation, any Facilities of Company, or any assets or the stock of any Subsidiaries constituting a substantial portion of any line of business of Company).

5.5 Dividends and Repurchases. Neither Company nor any of its Subsidiaries shall directly or indirectly (i) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or distribution, payable in cash, stock, property or otherwise with respect to any of its capital stock other than, dividends and distributions by a Subsidiary of Company to Company or to a Subsidiary all of the capital stock of which (other than directors' qualifying shares) is owned directly or indirectly by Company or (ii) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any of its capital stock other than pursuant to Section 2.6.

5.6 Acquisitions. Neither Company nor any of its Subsidiaries or affiliates shall, directly or indirectly, except in the ordinary course of business and consistent with past practices, acquire (by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division thereof or make any investment either by purchase of stock or securities, contributions to capital (other than to Subsidiaries), property transfer or purchase of any amount of property or assets, in any other individual or entity;

5.7 Indebtedness. Neither Company nor any of its Subsidiaries or affiliates shall, directly or indirectly incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any material loans or advances.

5.8 Severance and Termination Pay. Neither Company nor any of its Subsidiaries shall take any action with respect to the grant of any severance or termination pay (otherwise than pursuant to policies or

agreements of Company or any of its Subsidiaries in effect on or prior to the date hereof) or with respect to any increase of benefits payable under its severance or termination pay policies or agreements in effect on or prior to the date hereof.

5.9 Employee Benefits. Neither Company nor any of its Subsidiaries shall (except for annual salary increases not to exceed 5% adopted in the ordinary course of business) adopt or amend any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or other arrangement for the benefit or welfare of any employee or increase in any manner the compensation or fringe benefits of any employee or pay any benefit not required by any existing plan, arrangement or agreement.

5.10 Tax Election. Without the prior approval of Parent, neither Company nor any of its Subsidiaries shall make any tax election or settle or compromise any material federal, state, local or foreign income tax liability.

5.11 Subsequent Financials. Company shall deliver to Parent all of Company's monthly and quarterly, if any, financial statements for periods and dates subsequent to September 30, 1994, as soon as practicable after the same are available to Company.

6. ADDITIONAL AGREEMENTS

6.1 Proxy Statement. If a meeting (or written consent in place of) of Company's stockholders is required by the Delaware Law to approve this Agreement and the Merger, then promptly after consummation of the Offer, Company shall prepare and shall file with the Commission as promptly as practicable a preliminary proxy statement, together with a form of proxy, with respect to the meeting (or written consent in place of) of Company's stockholders at which the stockholders of Company will be asked to vote upon and approve this Agreement and the Merger as provided in Section 6.2. As promptly as practicable after such filing, subject to compliance with the rules and regulations of the Commission, Company shall prepare and file a definitive Proxy Statement and form of proxy with respect to such meeting (or written consent in place of) (the "Proxy Statement") and shall use all reasonable efforts to have the Proxy Statement cleared by the Commission as promptly as practicable, and promptly thereafter shall mail the Proxy Statement to stockholders of Company. The term "Proxy Statement" shall mean such proxy or information statement at the time it initially is mailed to Company's stockholders and all amendments or supplements thereto, if any, similarly filed and mailed. The information provided and to be provided by Parent, Purchaser and Company, respectively, for use in the Proxy Statement shall, on the date the Proxy Statement is filed with the Commission, first mailed to Company's stockholders and on the date of the Special Meeting (as defined in Section 6.2) be true and correct in all material respects and shall not omit to state any material fact necessary in order to make such information not misleading, and Parent, Purchaser and Company each agree to correct as promptly as practicable any information provided by it for use in the Proxy Statement which shall have become false or misleading in any material respect. The Proxy Statement shall comply as to form in all material respects with all applicable requirements of federal securities laws.

6.2 Meeting of Stockholders of Company; Voting and Disposition of the Shares. If a meeting of Company's Stockholders is required by the Delaware Law to approve this Agreement and the Merger, then as promptly as practicable after consummation of the Offer, Company shall take all action necessary, in accordance with the Delaware Law and its Certificate of Incorporation and Bylaws, to convene a meeting (or obtain the written consents) of its stockholders (the "Special Meeting") to consider and vote upon this Agreement and the Merger. The affirmative vote of stockholders required for approval of this Agreement and Merger shall be no greater than a majority. Subject to the fiduciary duties of the Board of Directors under the Delaware Law, as advised by counsel, the Proxy Statement shall contain the recommendation of the Board of Directors that the stockholders of Company vote to adopt and approve this Agreement and the Merger and Company shall use its reasonable efforts to solicit from stockholders of Company proxies in favor of such adoption and approval (and Purchaser shall vote all Shares purchased by it in favor of such adoption and approval) and to take all other action necessary or, in the reasonable judgment of Parent, helpful to secure the vote or consent of stockholders required by the Delaware Law to effect the Merger.

6.3 Stock Options. Company and its Subsidiaries shall take such action as may be permitted under the Employee Plans to effect the cancellations described in Section 2.6 and shall comply with all requirements regarding income tax withholding in connection therewith. In addition to the foregoing and subject to the terms of the Employee Plans and applicable law, Company will take all steps necessary to cause the Employee Plans to be terminated on or prior to the Effective Date, and to satisfy Parent that no holder of Options or participant in any Employee Plans will have any right to acquire any interest in Company or Parent as a result of the exercise of Options or other rights pursuant to such Employee Plans on or after the Effective Date.

6.4 Fees and Expenses. If Purchaser shall have elected to terminate this Agreement pursuant to Section 8.1(c)(ii) or Section 8.1(c)(iv), or if Company shall have elected to terminate this Agreement pursuant to Section 8.1(b)(ii), then Company shall promptly, but in no event later than two days after such termination, pay Purchaser a fee of $8,000,000 (which includes a non-accountable allowance for expenses and fees), which amount shall be payable in same day funds, provided, that no fee shall be paid pursuant to this Section 6.4 if either Parent or Purchaser shall be in material breach of its obligations hereunder.

6.5 Additional Agreements. Subject to the terms and conditions herein provided, each of the parties hereto agrees to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by the Offer, this Agreement, and to cooperate with each other in connection with the foregoing, including using reasonable efforts (A) to obtain all necessary waivers, consents and approvals from other parties to material loan agreements, leases, licenses and other contracts, (B) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, state or foreign law or regulations, (C) to defend all lawsuits or other legal proceedings challenging this Agreement, or the consummation of the transactions contemplated hereby, and thereby, (D) to obtain final court approval of the Stipulation of Settlement (as defined in Annex I), (E) to lift or rescind any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby, (F) to effect all necessary registrations and filings, including, but not limited to, filings under the Hart-Scott-Rodino Act, and submissions of information requested by governmental authorities; and (G) to fulfill all conditions to this Agreement.

6.6 No Solicitation of Transactions.

(a) Company and its Subsidiaries will not, directly or indirectly, and will use its reasonable efforts to cause its officers, directors and agents not to, solicit, initiate or deliberately encourage submission of, or participate in discussions concerning, or supply any information in response to, proposals or offers from any person relating to any acquisition or purchase of all or (other than in the ordinary course of business) a material amount of the assets of, or any equity interest in, Company or any merger, consolidation or business combination with Company (an "Acquisition Proposal"). Company shall promptly notify Parent if any such proposal or offer, or any inquiry or contact with any person with respect thereto, is made.

(b) Notwithstanding the foregoing, to the extent required by the fiduciary obligations of the Board of Directors, as advised by counsel, Company may, in response to a request or inquiry that could reasonably be expected to result in an Acquisition Proposal, which request or inquiry was unsolicited after the date of this Agreement, participate in discussions or negotiations with, or furnish information with respect to Company pursuant to a confidentiality agreement substantially similar to the Confidentiality Agreement (as defined in Section 6.8), to any person. In addition, following the receipt of an Acquisition Proposal, which the Board of Directors determines in good faith, based upon the advice of its outside financial advisors, to be more favorable to Company's stockholders than the Offer and the Merger (a "Superior Proposal"), Company may terminate this Agreement under Section 8.1(b)(ii) and accept such Superior Proposal, and the Board of Directors may approve or recommend (and, in connection therewith, withdraw or modify the approval or recommendation of the Offer, this Agreement or the Merger) such Superior Proposal. Nothing contained in this Section 6.6(b) shall prohibit Company or its Board of Directors from (i) taking, and disclosing to Company's stockholders, a position with respect to an Acquisition Proposal pursuant to Rules 14d-9 and 14e-2(a) under the Exchange Act or (ii) making any disclosure to Company's stockholders that, in the judgment of the Board of Directors or Company, is required under applicable law.

6.7 Notification of Certain Matters. Company shall give prompt notice to Parent, and Parent shall give prompt notice to Company, of (i) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty contained in this Agreement, the Disclosure Schedule or any written certificate or schedule delivered pursuant hereto to be untrue or inaccurate in any material respect at any time from the date hereof to the time Purchaser first pays for any Shares tendered pursuant to the Offer and (ii) any material failure of Company, or Parent, Purchaser or any of their affiliates, as the case may be, or of any officer, director, employee or agent thereof, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it under this Agreement; provided, however, that no such notification shall affect the representations or warranties of the parties or the conditions to the obligations to the parties hereunder.

6.8 Access to Information.

(a) Subject to the terms and conditions of that certain Confidentiality Agreement dated August 22, 1994 by and between Parent and Company (the "Confidentiality Agreement"), Company shall, and shall cause its subsidiaries, officers, directors, employees and agents to, provide to the officers, employees and agents (including, without limitation, lawyers and investment bankers) of Parent, Purchaser and their affiliates reasonable access, at all reasonable times upon reasonable notice and in such manner as will not unreasonably interfere with the conduct of Company's business, to, from the date hereof to the Effective Date, Company's officers, employees, agents, properties, books, records and contracts, and shall furnish to Parent, Purchaser and their affiliates all financial, operating and other data and information as Parent, Purchaser or their affiliates, through their respective officers, employees or agents, may reasonably request.

(b) No investigation pursuant to this Section 6.8 shall affect any representations or warranties of the parties herein or the conditions to the obligations of the parties hereto.

6.9 Officers' and Directors' Insurance; Indemnification. It is understood and agreed that Company shall, to the fullest extent permitted under applicable laws, indemnify and hold harmless, and, after the Effective Date, Parent and the Surviving Corporation shall, to the fullest extent permitted under applicable laws, indemnify and hold harmless, each present and former director and officer of Company (the "Indemnified Parties") against any losses, claims, damages, liabilities, costs, expenses, judgments and amounts paid in settlement in connection with any claim, action, suit, proceeding or investigation arising out of or pertaining to any action or omission by such director or officer prior to the Effective Date in his/her capacity as such (including, without limitation, any claims, actions, suits, proceedings or investigations which arise out of or relate to the transactions contemplated by this Agreement; provided, however, that neither Company, Parent nor Surviving Corporation shall have any obligation under this Section to indemnify any Indemnified Party hereunder against any losses, claims, damages, liabilities, costs, expenses, judgments or amounts to the extent the same is found to have resulted from such Indemnified Person's own gross negligence or willful misconduct. In the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Party (whether arising before or after the Effective Date), (a) the Indemnified Parties may retain counsel satisfactory to them and Company (or them and the Surviving Corporation and Parent after the Effective Date), (b) Company (or after the Effective Date, the Surviving Corporation and Parent) shall pay all fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received, and (c) Company (or after the Effective Date, the Surviving Corporation and Parent) will use their respective reasonable efforts to assist in the vigorous defense of any such matter, provided, that neither Company, the Surviving Corporation nor Parent shall be liable for any such settlement effected without their written consent, which consent, however, shall not be unreasonably withheld. Any Indemnified Party wishing to claim indemnification under this Section 6.9, upon learning of any such claim, action, suit, proceeding or investigation, shall notify Company, the Surviving Corporation or Parent thereof and shall deliver to Company or the Surviving Corporation an undertaking to repay any amounts advanced pursuant hereto when and if a court of competent jurisdiction shall ultimately determine, after exhaustion of all avenues of appeal, that such Indemnified Party was not entitled to indemnification under this Section. The Indemnified Parties as a group may retain only one law firm in each jurisdiction to represent them with respect to any such matter unless there is, under applicable standards of professional conduct as determined by such counsel, a conflict on any significant issue between the positions of any two or more Indemnified Parties. This Section 6.9 shall survive

the consummation of the Merger. The Certificate of Incorporation and Bylaws of Company will not be amended in a manner which adversely affects the rights of the Indemnified Parties under this Section 6.9. Nothing contained herein shall in any way limit the rights of any director or officer under any indemnification agreement or charter or Bylaw provision of Company existing on the date hereof.

6.10 Severance. If at any time during the one year period following the Effective Date, Company effects any reduction in employment of any employee who as of the Effective Date had been an employee of Company, Company shall, except as otherwise required pursuant to applicable severance agreements, substantially comply with the Synergen, Inc. August 1, 1994 Severance Benefits Program For Eligible Employees Below Director Level; Synergen, Inc. August 1, 1994 Severance Benefits Program For Eligible Director Level Employees; and Synergen, Inc. August 1, 1994 Severance Benefits Program For Eligible Vice Presidents.

6.11 Liquidated Damages. If Purchaser shall have elected to terminate this Agreement pursuant to Section 8.1(c)(v), then Company shall be obligated to pay Purchaser $8,000,000 as liquidated damages. The parties acknowledge and agree that it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Purchaser if an event described in Section 8.1(c)(v) were to occur. It is understood and agreed by the parties that if Purchaser shall be damaged by an event described in Section 8.1(c)(v), (i) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, (ii) any sums which would be payable by Company under this Agreement are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and (iii) such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from the occurrence of any such events, and, except for the termination rights of Purchaser set forth in Section 8.1(c)(v) and Annex I, shall be the sole and exclusive measure of damages with respect to any such occurrence. Once such liquidated damages have been paid in accordance with the provisions of this Agreement, Company shall be relieved of any further liability in respect of damages relating to the fact or circumstance giving rise to such liquidated damages.

7. CONDITIONS

7.1 Conditions to Obligation of Each Party to Effect the Merger. The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Date of the following conditions:

(a) If required by the Delaware Law, this Agreement and the Merger shall have been approved and adopted by the requisite vote or consent of the stockholders of Company;

(b) Subject to Section 1.1(c), Shares shall have been purchased pursuant to the Offer; and

(c) No preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission nor any statute, rule, regulation or executive order promulgated or enacted by any governmental authority shall be in effect, which would make the acquisition or holding by Parent, its subsidiaries or affiliates of the shares of Common Stock of the Surviving Corporation illegal or otherwise prevent the consummation of the Merger; provided, however, that the parties shall have used all reasonable efforts to prevent such event.

8. TERMINATION, AMENDMENT AND WAIVER

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Date, whether prior to or after approval by the stockholders of Company:

(a) By mutual written consent of the Boards of Directors of Purchaser and Company; or

(b) By Company:

(i) If (A) Purchaser or any of its subsidiaries or affiliates shall have (1) failed to commence the Offer within the time period specified in Section 1.1; (2) terminated the Offer in accordance with its terms; or (3) failed to purchase Shares pursuant to the Offer within 120 days after the

commencement of the Offer; or (B) the Offer shall expire without any Shares having been purchased and without Purchaser having an obligation to extend the Offer under Section 1.1, except that in each case, Company may not terminate this Agreement pursuant to this clause if it shall have failed to perform in any material respect any of its material obligations under this Agreement;

(ii) In the event Company has complied in all material respects with Section 6.6 and has determined to accept a Superior Proposal;

(iii) If the Effective Date shall not have occurred on or before one year after the date hereof due to a failure of any of the conditions to the obligations of Company set forth in Section 7.1; or

(iv) If Purchaser shall have breached or failed to perform in all material respects any of its material obligations or agreements under this Agreement, or any of Purchaser's material representations and warranties shall be, or have become, inaccurate or incomplete in any material respect.

(c) By Purchaser:

(i) If (A) Purchaser or any of its subsidiaries or affiliates shall have (1) failed to commence the Offer within the time period specified in Section 1.1; (2) terminated the Offer in accordance with its terms; or (3) failed to purchase Shares pursuant to the Offer within 120 days after the commencement of the Offer; or (B) the Offer shall expire without any Shares having been purchased and without Purchaser having an obligation to extend the Offer under Section 1.1, except that in each case, Purchaser may not terminate this Agreement pursuant to this clause if it shall have failed to perform in any material respect any of its material obligations under this Agreement;

(ii) In the event that Company has complied in all material respects with Section 6.6 and has determined to accept a Superior Proposal;

(iii) If the Effective Date shall not have occurred on or before one year after the date hereof due to a failure of any of the conditions to the obligations of Purchaser set forth in Section 7.1;

(iv) If Company shall have withdrawn or modified in a manner adverse to Purchaser its approval or recommendation of the Offer, this Agreement or the Merger, or the Board of Directors shall have resolved to do any of the foregoing, except that Purchaser may not terminate this Agreement pursuant to this clause if it shall have failed to perform in any material respect any of its obligations under this Agreement; or

(v) If Company shall have breached or failed to perform in all material respects any of its obligations or agreements under this Agreement, or any of the representations and warranties of Company set forth in this Agreement, the Disclosure Schedule or in any written certificate or schedule delivered pursuant thereto shall be, or have become, inaccurate or incomplete in any respect, in each case, with such exceptions as would not in the aggregate have a Material Adverse Effect on Company and its Subsidiaries taken as a whole.

8.2 Effect of Termination. In the event of the termination of this Agreement as provided in Section 8.1, (A) this Agreement shall forthwith become void, and there shall be no liability on the part of Parent, Purchaser or Company, except as set forth in this Section 8.2 and in Section 6.4 and (B) Purchaser shall terminate the Offer, if still pending, without purchasing any additional Shares.

8.3 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time before the Effective Date.

8.4 Waiver. Subject to applicable law, at any time prior to the Effective Date, whether before or after the Special Meeting, any party hereto may (i) extend the time for the performance of any of the obligations or other acts of any other party hereto or (ii) waive compliance with any of the agreements of any other party or with any conditions to its own obligations. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

9. GENERAL PROVISIONS

9.1 Brokers.

(a) Company represents and warrants that no broker, finder or investment banker other than Morgan Stanley & Co. Incorporated and Alex. Brown & Sons Incorporated are entitled to any brokerage, finder's or other fee or commission in connection with the Offer or the Merger based upon arrangements made by or on behalf of Company.

(b) Parent represents and warrants that no broker, finder or investment banker other than CS First Boston Corporation is entitled to any brokerage, finder's or other fee or commission in connection with the Offer or the Merger based upon arrangements made by or on behalf of Parent or its affiliates.

9.2 Public Statements. The parties agree to consult with each other prior to issuing any public announcement or statement with respect to the Offer or the Merger.

9.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by cable, telegram, telecopies or telex to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice:

(a) If to Parent or Purchaser:
Amgen Inc.
Amgen Center
1840 DeHavilland Drive
Thousand Oaks, California 91320-1789
Attention: Secretary

with a copy to:

Amgen Inc.
Amgen Center
1840 DeHavilland Drive
Thousand Oaks, California 91320-1789
Attention: Senior Vice President, Corporate Development

Latham & Watkins
633 West Fifth Street, Suite 4000
Los Angeles, California 90071
Attention: George A. Vandeman, Esq.

(b) If to Company:

Synergen, Inc.
1885 33rd Street
Boulder, Colorado 80301
Attention: Secretary

with a copy to:

Wilson, Sonsini, Goodrich & Rosati
650 Page Mill Road
Palo Alto, California 94304-1050
Attention: Larry W. Sonsini, Esq.

9.4 Interpretation. All defined terms herein include the plural as well as the singular. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. This Agreement shall not be construed for or against either party by reason of the authorship or alleged authorship of any provisions hereof or by reason of the status of the respective parties. When a

reference is made in this Agreement to subsidiaries of Parent or Purchaser or Company, the word "subsidiaries" means any corporation more than 50 percent of whose outstanding voting securities, or any partnership, joint venture or other entity more than 50 percent of whose total equity interest, is directly or indirectly owned by Parent or Purchaser or Company, as the case may be. For purposes of this Agreement, Company shall not be deemed to be an affiliate or subsidiary of Purchaser or Parent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.5 Representations and Warranties; Etc. The respective representations and warranties of Company, Parent and Purchaser contained herein shall expire with, and be terminated and extinguished upon, consummation of the Merger, and thereafter neither Company, Parent nor Purchaser nor any officer, director or principal thereof shall be under any liability whatsoever with respect to any such representation or warranty. This Section 9.5 shall have no effect upon any other obligation of the parties hereto, whether to be performed before or after the consummation of the Merger.

9.6 Miscellaneous. This Agreement (including the Disclosure Schedule referred to herein) (i) constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof; (ii) except for Sections 2.6, 6.8, 6.9 and 6.10, is not intended to confer upon any other person any rights or remedies hereunder; (iii) shall not be assigned, except by Parent and Purchaser to a directly or indirectly wholly owned subsidiary of Parent which, in a written instrument shall agree to assume all of such party's obligations hereunder and be bound by all of the terms and conditions of this Agreement; provided, however, that no such assignment shall relieve the assigning party of the obligations hereunder; and (iv) shall be governed in all respects, including validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof. Only Purchaser (or Parent, or a directly or indirectly wholly owned subsidiary of Parent, to which Purchaser assigns such rights and obligations) may commence the Offer or purchase Shares thereunder. This Agreement may be executed in one or more counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, Parent and Purchaser and Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunder duly authorized.

AMGEN INC.

/s/ GORDON M. BINDER

Name: Gordon M. Binder
Title: Chief Executive Officer and Chairman of the Board

AMGEN ACQUISITION SUBSIDIARY, INC.

/s/ THOMAS E. WORKMAN, JR.

Name: Thomas E. Workman, Jr.
Title: Chief Executive Officer

SYNERGEN, INC.

/s/ GREGORY B. ABBOTT

Name: Gregory B. Abbott
Title: President and Chief Executive Officer

ANNEX I

Certain Conditions of the Offer. Notwithstanding any other provisions of the Offer, but subject to the terms of this Agreement, and in addition to the Minimum Condition, Purchaser shall not be required to accept for payment or pay for, or may delay the acceptance for payment of or payment for, tendered Shares, or may, in the sole discretion of Purchaser, terminate the Offer as to any Shares not then accepted for payment or paid for, if any of the following events shall occur, which, in the reasonable judgment of Purchaser with respect to each and every matter referred to below and regardless of the circumstances giving rise to any of the following events, makes it inadvisable to proceed with the Offer, the acceptance for payment or payment for the Shares or the Merger:

(a) The affirmative vote of the holders of more than a majority of the outstanding Shares is required to consummate the Merger or Purchaser is not entitled to vote its Shares for the Merger, or the affirmative vote of the holders of any securities of Company other than the Shares is required to consummate the Merger;

(b) Any waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated by this Agreement under the Hart-Scott-Rodino Act shall not have expired or been terminated;

(c) Company shall not have obtained such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and parties to contracts with Company and its Subsidiaries as are necessary for consummation of the Merger (excluding licenses, permits, consents, approvals, authorizations, qualifications or orders, the failure of which to obtain would not in the aggregate have a Material Adverse Effect on Company and its Subsidiaries taken as a whole);

(d) Company shall have withdrawn or modified in a manner adverse to Purchaser its approval or recommendation of the Offer, this Agreement or the Merger, or the Board of Directors shall have resolved to do any of the foregoing, except in the case that Purchaser or Parent shall have failed to perform in any material respect any of their respective material obligations under this Agreement;

(e) There shall be instituted or pending any action or proceeding which has a reasonable probability of success before any domestic or foreign court, legislative body or governmental agency or other regulatory or administrative agency or commission (i) challenging the acquisition in whole or in part of the Shares, seeking to restrain or prohibit the making or consummation of the Offer or seeking to obtain any material damages or otherwise directly or indirectly relating to the transaction contemplated by the Offer, (ii) seeking to prohibit or restrict the ownership or operation by Parent or Purchaser (or any of their respective affiliates or subsidiaries) of any material portion of its or Company's business or assets, or to compel Parent or Purchaser (or any of their respective affiliates or subsidiaries) to dispose of or hold separate all or any material portion of Company's business or assets as a result of the Offer, (iii) making the purchase of, or payment for, some or all of the Shares illegal, (iv) resulting in a delay in the ability of Purchaser to accept for payment or pay for some or all of the Shares, (v) imposing material limitations on the ability of Purchaser effectively to acquire or to hold or to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by Purchaser on all matters properly presented to the stockholders of Company, (vi) imposing any limitations on the ability of Parent or Purchaser or any of their respective affiliates or subsidiaries effectively to control in any material respect the business and operations of Company; (vii) which otherwise is reasonably likely to have a Material Adverse Effect on Company and its Subsidiaries taken as a whole; or (viii) which may result in a material limitation on the benefits expected to be derived by Parent and Purchaser as a result of the Offer, including without limitation, any limitation on the ability to consummate the Merger;

(f) Any statute, rule, regulation or order shall be enacted, promulgated, entered or deemed applicable to the Offer or the Merger, or any other action shall have been taken, proposed or threatened, by any domestic or foreign government or governmental authority or by any court, domestic or foreign, which, in the reasonable judgment of Purchaser, is reasonably likely, directly or indirectly, to result in any of the consequences referred to in clauses (i)-(viii) of subsection (e) above;

(g) Any change (or any development involving a prospective change) shall have occurred which in the judgment of Purchaser had, or may reasonably be expected to have, a Material Adverse Effect on Company and its Subsidiaries taken as a whole;

(h) Company shall have breached or failed to perform in all material respects any of its obligations or agreements under this Agreement, or any of the representations and warranties of Company set forth in this Agreement, the Disclosure Schedule or in any written certificate or schedule delivered pursuant thereto shall be, or have become, inaccurate or incomplete in any respect, in each case, with such exceptions as would not in the aggregate have a Material Adverse Effect on Company and its Subsidiaries taken as a whole;

(i) This Agreement shall have been terminated by Company, Parent or Purchaser pursuant to its terms;

(j) Any "Triggering Event" under the Rights Agreement shall have occurred and the Rights shall not be redeemable by Company; or

(k) (1) a Stipulation of Settlement shall not have been entered into by Company and certain plaintiffs (the "Plaintiffs") (the "Stipulation of Settlement") constituting, subject to court approval, a legally binding agreement for the full and complete settlement of the class action litigation captioned In re Synergen, Inc. Securities Litigation, Case No. 93-B-402, pending in the United States District Court for the District of Colorado (the "Court"), as such settlement is described in that certain Memorandum of Understanding dated the date hereof by and between Company and the Plaintiffs (the "MOU"), (2) the Stipulation of Settlement shall not be in full force and effect or shall not reasonably reflect the terms and conditions of the MOU or (3) the Court shall not have entered a Scheduling Order providing for, (a) approval of a form of notice to the class members of the Stipulation of Settlement and a deadline for giving notice to the class members, (b) deadlines for class members to object to the settlement and/or to opt out of the class and (c) a hearing date upon which the Court will consider whether to grant final approval of the Stipulation of Settlement.

The foregoing conditions are for the sole benefit of Purchaser and may be asserted regardless of the circumstances giving rise to any such conditions or may be waived in whole or in part. The failure to exercise any of the foregoing rights shall not be deemed a waiver of any such right, and each right shall be deemed a continuing right which may be asserted at any time and from time to time.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
OF
SYNERGEN, INC.
AT
$9.25 NET PER SHARE
BY
AMGEN ACQUISITION SUBSIDIARY, INC.
A WHOLLY OWNED SUBSIDIARY OF
AMGEN INC.
THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994
UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES THAT CONSTITUTES AT LEAST A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS. SEE INTRODUCTION AND SECTION 14.

THE BOARD OF DIRECTORS OF SYNERGEN, INC. UNANIMOUSLY HAS DETERMINED THAT THE OFFER AND THE MERGER ARE FAIR TO, AND IN THE BEST INTERESTS OF, SYNERGEN, INC. AND ITS STOCKHOLDERS, HAS APPROVED THE OFFER, THE MERGER AGREEMENT AND THE MERGER AND RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

IMPORTANT

Any stockholder desiring to tender all or any portion of such stockholder's shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc. should either (1) complete and sign the Letter of Transmittal (or a facsimile thereof) in accordance with the instructions in the Letter of Transmittal and mail or deliver it together with the certificate(s) evidencing tendered Shares, and any other required documents, to the Depositary or tender such Shares pursuant to the procedures for book-entry transfer set forth in Section 3 or (2) request such stockholder's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for such stockholder. Any stockholder whose Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if he desires to tender such Shares.

A stockholder who desires to tender Shares and whose certificates evidencing such Shares are not immediately available, or who cannot comply with the procedures for book-entry transfer described in this Offer to Purchase on a timely basis, may tender such Shares by following the procedures for guaranteed delivery set forth in Section 3.

Questions and requests for assistance or for additional copies of this Offer to Purchase, the Letter of Transmittal or other tender materials, may be directed to the Information Agent or to the Dealer Manager at their respective addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Holders of Shares may also contact brokers, dealers, commercial banks and trust companies for assistance concerning the Offer.

The Dealer Manager for the Offer is:

CS First Boston

November 23, 1994

TABLE OF CONTENTS

To the Holders of Shares of Common Stock of Synergen, Inc.:

INTRODUCTION

Amgen Acquisition Subsidiary, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen Inc., a Delaware corporation ("Parent"), hereby offers to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights), at a price of $9.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which together constitute the "Offer").

Tendering stockholders will not be obligated to pay brokerage fees or commissions or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, stock transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer. Purchaser will pay all charges and expenses of CS First Boston Corporation ("CS First Boston"), which is acting as Dealer Manager for the Offer (in such capacity, the "Dealer Manager"), American Stock Transfer & Trust Company (the "Depositary") and D.F. King & Co., Inc. (the "Information Agent") incurred in connection with the Offer. See Section 16.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "BOARD") UNANIMOUSLY HAS DETERMINED THAT THE OFFER AND THE MERGER (AS DEFINED BELOW) ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS, HAS APPROVED THE OFFER, THE MERGER AGREEMENT AND THE MERGER AND RECOMMENDS THAT STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

Morgan Stanley & Co. Incorporated ("Morgan Stanley") and Alex. Brown & Sons Incorporated ("Alex. Brown") have delivered to the Board written opinions that the consideration to be received by the stockholders of the Company pursuant to each of the Offer and the Merger is fair to such stockholders from a financial point of view. Copies of the opinions of Morgan Stanley and Alex. Brown are contained in the Company's Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9"), which is being mailed to stockholders herewith.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES THAT CONSTITUTES AT LEAST A MAJORITY OF THE SHARES THEN OUTSTANDING ON A FULLY DILUTED BASIS (THE "MINIMUM CONDITION"). SEE SECTION 14, WHICH SETS FORTH IN FULL THE CONDITIONS TO THE OFFER. As used in this Offer to Purchase, the phrase "on a fully diluted basis" when used with reference to the Minimum Condition includes all shares issuable upon exercise of outstanding employee and director stock options, but excludes all Shares issuable upon exercise of outstanding warrants, rights or other securities to purchase or acquire Shares. The Offer is also conditioned upon, among other things, the Company entering into a legally binding agreement (subject to court approval) for the full and complete settlement of certain stockholder litigation, as such settlement is described in a Memorandum of Understanding dated November 17, 1994 by and between the Company and certain stockholders. See Sections 14 and 15.

The Offer is being made pursuant to an Agreement and Plan of Merger dated as of November 17, 1994 (the "Merger Agreement") among Parent, Purchaser and the Company. The Merger Agreement provides that, among other things, as soon as practicable after the purchase of Shares pursuant to the Offer and the satisfaction of the other conditions set forth in the Merger Agreement and in accordance with the relevant provisions of the General Corporation Law of the State of Delaware ("Delaware Law"), Purchaser will be merged with and into the Company (the "Merger"). Following consummation of the Merger, the Company will continue as the surviving corporation (the "Surviving Corporation") and will be a wholly owned subsidiary of Parent. At the effective time of the Merger (the "Effective Time"), each Share issued and outstanding immediately prior to the Effective Time (other than Shares held in the treasury of the Company

or owned by Purchaser, Parent or any direct or indirect subsidiary of Purchaser, Parent or the Company, and other than Shares held by stockholders who shall have demanded and perfected appraisal rights, if any, under Delaware Law) will be cancelled and converted automatically into the right to receive $9.25 in cash, or any higher price per Share that may be paid in the Offer, without interest (the "Merger Consideration"). The Merger Agreement is more fully described in Section 10.

The Merger Agreement provides that, promptly upon the purchase by Purchaser of such number of Shares that satisfies the Minimum Condition, Parent shall be entitled to designate a majority of the members of the Board. In the Merger Agreement, the Company has agreed to take all actions necessary to cause Parent's designees to be elected as directors of the Company.

The consummation of the Merger is subject to the satisfaction or waiver of certain conditions, including the approval and adoption of the Merger Agreement by the requisite vote of the stockholders of the Company, if such a vote is required under Delaware Law. See Section 11. Under the Company's Certificate of Incorporation and Delaware Law, the affirmative vote of the holders of a majority of the outstanding Shares is required to approve and adopt the Merger Agreement and the Merger. Consequently, if Purchaser acquires (pursuant to the Offer or otherwise) at least a majority of the outstanding Shares, Purchaser will have sufficient voting power to approve and adopt the Merger Agreement and the Merger without the vote of any other stockholder.

Under Delaware Law, if Purchaser acquires, pursuant to the Offer or otherwise, at least 90% of the then outstanding Shares, Purchaser will be able to approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger, without a vote of the Company's stockholders. If, however, Purchaser does not acquire at least 90% of the then outstanding Shares pursuant to the Offer or otherwise and a vote of the Company's stockholders is required under Delaware Law, a significantly longer period of time will be required to effect the Merger. See Section 11.

The Company has advised Purchaser that as of November 17, 1994, 25,936,248 Shares were issued and outstanding and 2,466,782 Shares are reserved for issuance pursuant to employee and director stock option plans. As a result, as of such date, the Minimum Condition would be satisfied if Purchaser acquired 14,201,516 Shares.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

1. TERMS OF THE OFFER; EXPIRATION DATE. Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), Purchaser will accept for payment and pay for all Shares validly tendered prior to the Expiration Date (as hereinafter defined) and not withdrawn as permitted by Section 4. The term "Expiration Date" means 12:00 midnight, New York City time, on Wednesday, December 21, 1994, unless, subject to the terms and conditions of the Merger Agreement (as discussed below), Purchaser, in its discretion, shall have extended the period during which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date at which the Offer, as so extended by Purchaser, shall expire.

Subject to the terms and conditions of the Merger Agreement (as discussed below), Purchaser expressly reserves the right, at any time and from time to time, to extend for any reason the period of time during which the Offer is open, including the occurrence of any of the conditions specified in Section 14, by giving oral or written notice of such extension to the Depositary. During any such extension, all Shares previously tendered and not withdrawn will remain subject to the Offer and to the rights of a tendering stockholder to withdraw such stockholder's Shares. See Section 4.

The Merger Agreement provides that the Offer may not, without the Company's prior written consent, be extended, except as necessary to provide time to satisfy the conditions set forth in Section 14; provided, however, that Purchaser may extend (and re-extend) the Offer for up to a total of 10 business days, if as of the initial Expiration Date there shall not have been validly tendered and not withdrawn at least 90% of the outstanding Shares, so that the Merger can be effected without a meeting of the Company's stockholders in

accordance with Delaware Law. The Merger Agreement further provides that if all conditions set forth in Section 14 are satisfied on the initial Expiration Date, other than the Minimum Condition or the condition described in paragraph (b) of Section 14 (relating to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act")), Purchaser shall extend (and re-extend) the Offer for up to a maximum of 20 business days to provide time to satisfy either such conditions, so long as all such other conditions remain satisfied.

Subject to the applicable regulations of the Securities and Exchange Commission (the "Commission"), Purchaser also expressly reserves the right (but subject to the terms and conditions of the Merger Agreement (as discussed below)), at any time and from time to time, (i) to waive any condition to the Offer (other than the Minimum Condition, which can only be waived if Purchaser, after consultation with the Company and upon consummation of the Offer, accepts for payment and pays for a majority of the Shares outstanding at the time of such consummation), (ii) to increase the price per Share payable in the Offer, (iii) to make any other changes in the terms and conditions of the Offer or (iv) not to accept for payment or pay for, or delay the acceptance for payment of a payment for, tendered Shares, or to terminate the Offer as to any Shares not then accepted for payment or paid for, upon the occurrence of any of the conditions specified in Section 14, by giving oral or written notice of such waiver, increase, change, non-acceptance, delay or termination to the Depositary and by making a public announcement thereof.

The Merger Agreement provides that, without the written consent of the Company, Purchaser will not (i) decrease the price per Share payable pursuant to the Offer, (ii) change the form of consideration payable in the Offer, (iii) reduce the maximum number of Shares to be purchased in the Offer, (iv) impose conditions to the Offer in addition to those set forth in Section 14 or (v) amend any other material term of the Offer in a manner materially adverse to the Company's stockholders. Purchaser acknowledges that (i) Rule 14e-1(c) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), requires Purchaser to pay the consideration offered or return the Shares tendered promptly after the termination or withdrawal of the Offer and (ii) Purchaser may not delay acceptance for payment of, or payment for any Shares upon the occurrence of any of the conditions specified in Section 14 without extending the period of time during which the Offer is open.

Any such waiver, increase, change, non-acceptance, delay or termination will be followed as promptly as practicable by public announcement thereof, such announcement in the case of an extension to be made no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that material changes be promptly disseminated to stockholders in a manner reasonably designed to inform them of such changes) and without limiting the manner in which Purchaser may choose to make any public announcement, Purchaser shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release to the Dow Jones News Service.

If Purchaser makes a material change in the terms of the Offer or the information concerning the Offer, or if it waives a material condition of the Offer, Purchaser will extend the Offer to the extent required by Rules 14d-4(c) and 14d-6(d) under the Exchange Act.

Subject to the terms of the Merger Agreement (as discussed above), if, prior to the Expiration Date, Purchaser should decide to decrease the number of Shares being sought or to increase or decrease the consideration being offered in the Offer, such decrease in the number of Shares being sought or such increase or decrease in the consideration being offered will be applicable to all stockholders whose Shares are accepted for payment pursuant to the Offer and, if at the time notice of any such decrease in the number of Shares being sought or such increase or decrease in the consideration being offered is first published, sent or given to holders of such Shares, the Offer is scheduled to expire at any time earlier than the period ending on the tenth business day from and including the date that such notice is first so published, sent or given, the Offer will be extended at least until the expiration of such ten business day period. For purposes of the Offer a "business day" means any day other than a Saturday, Sunday or federal holiday and consists of the time period from 12:01 a.m. through 12:00 midnight, New York City time.

The Company has provided Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. This Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished, for subsequent transmittal to beneficial owners of Shares, to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing.

2. ACCEPTANCE FOR PAYMENT AND PAYMENT FOR SHARES. Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will accept for payment, and will pay for, all Shares validly tendered prior to the Expiration Date and not properly withdrawn promptly after the later to occur of (i) the Expiration Date and (ii) the satisfaction or waiver of the conditions to the Offer set forth in Section 14. Subject to applicable rules of the Commission, Purchaser expressly reserves the right to delay acceptance for payment of, or payment for, Shares pending receipt of any HSR Act approval described in Section 15.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing such Shares (the "Share Certificates") or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company, the Midwest Securities Trust Company or the Philadelphia Depository Trust Company (each, a "Book-Entry Transfer Facility" and, collectively, the "Book-Entry Transfer Facilities") pursuant to the procedures set forth in Section 3, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message, as defined below, in connection with a book-entry transfer and (iii) any other documents required under the Letter of Transmittal. The term "Agent's Message" means a message, transmitted by a Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgement from the participant in such Book-Entry Transfer Facility tendering the Shares which are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant.

On November 18, 1994, Parent filed with the Federal Trade Commission (the "FTC") and the Antitrust Division of the Department of Justice (the "Antitrust Division") a Premerger Notification and Report Form under the HSR Act with respect to the Offer. Accordingly, it is anticipated that the waiting period under the HSR Act applicable to the Offer will expire at 11:59 p.m., New York City time, on December 3, 1994. Prior to the expiration or termination of such waiting period, the FTC or the Antitrust Division may extend such waiting period by requesting additional information from Parent with respect to the Offer. If such a request is made with respect to the purchase of Shares in the Offer, the waiting period will expire at 11:59 p.m., New York City time, on the tenth calendar day after substantial compliance by Parent with such a request. Thereafter, the waiting period may only be extended by court order. The waiting period under the HSR Act may be terminated prior to its expiration by the FTC and the Antitrust Division. Parent has requested early termination of the waiting period, although there can be no assurance that this request will be granted. See Section 15 for additional information regarding the HSR Act.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment (and thereby purchased) Shares validly tendered and not properly withdrawn, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. UNDER NO CIRCUMSTANCES WILL INTEREST ON THE PURCHASE PRICE FOR THE SHARES BE PAID, REGARDLESS OF ANY DELAY IN MAKING SUCH PAYMENT.

If any tendered Shares are not accepted for payment pursuant to the terms and conditions of the Offer for any reason, or if Share Certificates are submitted evidencing more Shares than are tendered, Share Certificates evidencing unpurchased Shares will be returned, without expense to the tendering stockholder (or, in the case of Shares tendered by book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility pursuant to the procedure set forth in Section 3, such Shares will be credited to an account maintained at such Book-Entry Transfer Facility), as promptly as practicable following the expiration or termination of the Offer.

Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any portion of the Shares tendered pursuant to the Offer, but any such transfer or assignment will not relieve Purchaser of its obligations under the Offer and will in no way prejudice the rights of tendering stockholders to receive payment for Shares validly tendered and accepted for payment pursuant to the Offer.

3. PROCEDURES FOR ACCEPTING THE OFFER AND TENDERING SHARES. In order for a holder of Shares validly to tender Shares pursuant to the Offer, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees or an Agent's Message in connection with a book-entry delivery of Shares and any other documents required by the Letter of Transmittal, must be received by the Depositary at its address set forth on the back cover of this Offer to Purchase and either (i) the Share Certificates evidencing tendered Shares must be received by the Depositary at such address or such Shares must be tendered pursuant to the procedure for book-entry transfer described below and a Book-Entry Confirmation must be received by the Depositary, in each case prior to the Expiration Date or (ii) the tendering stockholder must comply with the guaranteed delivery procedures described below.

THE METHOD OF DELIVERY OF SHARE CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND SOLE RISK OF THE TENDERING STOCKHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Book-Entry Transfer. The Depositary will establish accounts with respect to the Shares at the Book-Entry Transfer Facilities for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of any Book-Entry Transfer Facility may make a book-entry delivery of Shares by causing such Book-Entry Transfer Facility to transfer such Shares into the Depositary's account at such Book-Entry Transfer Facility in accordance with such Book-Entry Transfer Facility's procedures for such transfer. However, although delivery of Shares may be effected through book-entry transfer at a Book-Entry Transfer Facility, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, together with any required signature guarantees or an Agent's Message in connection with a book-entry transfer and any other required documents, must, in any case, be received by the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedure described below. DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

Signature Guarantees. Signatures on all Letters of Transmittal must be guaranteed by a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of a recognized Medallion Program approved by The Securities Transfer Association, Inc. (each of the foregoing being referred to as an "Eligible Institution"), except in cases where Shares are tendered (i) by a registered holder of Shares who has not completed either the box entitled "Special Payment Instructions" or the box entitled "Special Delivery Instructions" on the Letter of Transmittal or (ii) for the account of an Eligible Institution. If a Share Certificate is registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made, or a Share Certificate not accepted for payment or not tendered is to be returned, to a person other than the registered holder(s), then the Share Certificate must be endorsed or accompanied by

appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear on the Share Certificate, with the signature(s) on such Share Certificate or stock powers guaranteed by an Eligible Institution. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If a stockholder desires to tender Shares pursuant to the Offer and such stockholder's Share Certificates evidencing such Shares are not immediately available or such stockholder cannot deliver the Share Certificates and all other required documents to the Depositary prior to the Expiration Date, or such stockholder cannot complete the procedure for delivery by book-entry transfer on a timely basis, such Shares may nevertheless be tendered, provided that all the following conditions are satisfied:

(i) such tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, is received prior to the Expiration Date by the Depositary as provided below; and

(iii) the Share Certificates (or a Book-Entry Confirmation) evidencing all tendered Shares, in proper form for transfer, in each case together with the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of book-entry transfer, an Agent's Message), and any other documents required by the Letter of Transmittal are received by the Depositary within five Nasdaq National Market trading days after the date of execution of such Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery may be delivered by hand or mail or transmitted by telegram, telex or facsimile transmission to the Depositary and must include a guarantee by an Eligible Institution in the form set forth in the form of Notice of Guaranteed Delivery made available by Purchaser.

In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of the Share Certificates evidencing such Shares, or a Book-Entry Confirmation of the delivery of such Shares, and the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by the Letter of Transmittal. Accordingly, payment might not be made to all tendering stockholders at the same time and will depend upon when Share Certificates or Book-Entry Confirmations with respect to such Shares are received into the Depositary's account at a Book-Entry Transfer Facility.

Other Requirements. By executing the Letter of Transmittal as set forth above, a tendering stockholder irrevocably appoints designees of Purchaser as such stockholder's proxies, each with full power of substitution, in the manner set forth in the Letter of Transmittal, to the full extent of such stockholder's rights with respect to the Shares tendered by such stockholder and accepted for payment by Purchaser (and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after November 17, 1994). All such proxies shall be considered coupled with an interest in the tendered Shares. Such appointment will be effective when, and only to the extent that, Purchaser accepts such Shares for payment. Upon such Acceptance for payment, all prior proxies given by such stockholder with respect to such Shares (and such other Shares and securities) will be revoked without further action, and no subsequent proxies may be given nor any subsequent written consent executed by such stockholder (and, if given or executed, will not be deemed to be effective) with respect thereto. The designees of Purchaser will, with respect to the Shares for which the appointment is effective, be empowered to exercise all voting and other rights of such stockholder as they in their sole discretion may deem proper at any annual or special meeting of the Company's stockholders or any adjournment or postponement thereof, by written consent in lieu of any such meeting or otherwise. Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, Purchaser must be able to exercise full voting rights with respect to such Shares immediately upon Purchaser's payment for such Shares.

The acceptance for payment by Purchaser of Shares pursuant to any of the procedures described above will constitute a binding agreement between the tendering stockholder and Purchaser upon the terms and subject to the conditions of the Offer.

UNDER THE FEDERAL INCOME TAX LAWS, UNLESS AN EXCEPTION APPLIES UNDER THE APPLICABLE LAWS AND REGULATIONS, THE DEPOSITARY WILL BE REQUIRED TO WITHHOLD 31% OF THE AMOUNT OF ANY PAYMENTS MADE TO STOCKHOLDERS PURSUANT TO THE OFFER. TO PREVENT BACKUP FEDERAL INCOME TAX WITHHOLDING WITH RESPECT TO PAYMENT TO CERTAIN STOCKHOLDERS OF THE PURCHASE PRICE OF SHARES PURCHASED PURSUANT TO THE OFFER, EACH SUCH STOCKHOLDER MUST PROVIDE THE DEPOSITARY WITH SUCH STOCKHOLDER'S CORRECT TAXPAYER IDENTIFICATION NUMBER AND CERTIFY THAT SUCH STOCKHOLDER IS NOT SUBJECT TO BACKUP FEDERAL INCOME TAX WITHHOLDING BY COMPLETING THE SUBSTITUTE FORM W-9 IN THE LETTER OF TRANSMITTAL. SEE INSTRUCTION 10 OF THE LETTER OF TRANSMITTAL.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by Purchaser in its sole discretion, which determination shall be final and binding on all parties. Purchaser reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of which may, in the opinion of its counsel, be unlawful. Purchaser also reserves the absolute right (but subject to the terms and conditions of the Merger Agreement) to waive any condition of the Offer, or any defect or irregularity in the tender of any Shares of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. No tender of shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of Purchaser, Parent, the Dealer Manager, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or incur any liability for failure to give any such notification. Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding.

4. WITHDRAWAL RIGHTS. Tenders of Shares made pursuant to the Offer are irrevocable except that such Shares may be withdrawn at any time prior to the Expiration Date and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 21, 1995. If Purchaser extends the Offer, is delayed in its acceptance for payment of Shares or is unable to accept Shares for payment pursuant to the Offer for any reason, then, without prejudice to Purchaser's rights under the Offer, the Depositary may, nevertheless, on behalf of Purchaser, retain tendered Shares, and such Shares may not be withdrawn except to the extent that tendering stockholders are entitled to withdrawal rights as described in this Section 4. Any such delay will be by an extension of the Offer to the extent required by law.

For a withdrawal to be effective, a written, telegraphic or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover page of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution, unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedure for book-entry transfer as set forth in Section 3, any notice of withdrawal must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

All questions as to the form and validity (including time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding. None of Purchaser, Parent, the Dealer Manager, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

Any Shares properly withdrawn will thereafter be deemed not to have been validly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered at any time prior to the Expiration Date by following one of the procedures described in Section 3.

5. CERTAIN FEDERAL INCOME TAX CONSEQUENCES. The following summary, based upon current law, is a general discussion of certain federal income tax consequences of the Offer and the Merger to the stockholders of the Company. This summary is based upon the Internal Revenue Code of 1986, as amended (the "Code"), applicable Treasury regulations thereunder and administrative rulings and judicial authority as of the date hereof. All of the foregoing are subject to change, and any such change could affect the continuing validity of this summary. This summary does not discuss all aspects of federal income taxation that may be relevant to particular stockholders of the Company in light of such stockholders' specific circumstances or to certain types of stockholders subject to special treatment under the federal income tax laws (for example, foreign persons, dealers in securities, banks, insurance companies, tax-exempt organizations and stockholders who acquired Shares pursuant to the exercise of options or otherwise as compensation or through a tax-qualified retirement plan), and it does not discuss any aspect of state, local, foreign or other tax laws.

The receipt of cash for Shares pursuant to the Offer or the Merger will be a taxable transaction for federal income tax purposes under the Code. In general, a stockholder will recognize gain or loss equal to the difference between the stockholder's tax basis in the Shares sold and the amount of any cash received in exchange therefor. Such gain or loss will be a capital gain or loss if the Shares sold were held as a capital asset and will be long-term capital gain or loss if the Shares were held for more than one year.

Backup Withholding. To prevent "backup withholding" of federal income tax on payments of cash to a stockholder of the Company who exchanges Shares for cash in the Offer or the Merger, a stockholder of the Company must, unless an exception applies under the applicable law and regulations, provide the Substitute Form W-9 and certify under penalties of perjury that such number is correct and that such stockholder is not subject to backup withholding. A Substitute Form W-9 is included in the Letter of Transmittal. If the correct taxpayer identification number and certifications are not provided, a $50 penalty may be imposed on a stockholder of the Company by the Internal Revenue Service, and cash received by such stockholder in exchange for Shares in the Offer may be subject to backup withholding of 31%.

Alternative Minimum Tax. Stockholders should consult their own tax advisors as to the applicability and effect of the alternative minimum tax to gain recognized upon sale of the Shares in the Offer or the Merger.

THE FEDERAL INCOME TAX CONSEQUENCES SET FORTH ABOVE ARE BASED UPON PRESENT LAW, ARE FOR GENERAL INFORMATION ONLY AND DO NOT PURPORT TO BE A COMPLETE ANALYSIS OR LISTING OF ALL POTENTIAL TAX EFFECTS AS APPLICABLE TO A PARTICULAR STOCKHOLDER OF THE COMPANY. EACH STOCKHOLDER IS URGED TO CONSULT SUCH STOCKHOLDER'S OWN TAX ADVISOR TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO SUCH STOCKHOLDER OF THE OFFER AND THE MERGER (INCLUDING THE APPLICABILITY AND EFFECT OF FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX LAWS). THE FOREGOING DISCUSSION MAY NOT BE APPLICABLE WITH RESPECT TO SHARES RECEIVED PURSUANT TO THE EXERCISE OF EMPLOYEE OR DIRECTOR STOCK OPTIONS OR OTHERWISE AS COMPENSATION OR WITH RESPECT TO STOCKHOLDERS WHO ARE NOT CITIZENS OR RESIDENTS OF THE UNITED STATES.

6. PRICE RANGE OF SHARES. The Shares are traded on the Nasdaq National Market under the symbol SYGN. The following table sets forth for the periods indicated the high and low sale prices for the Shares as reported on the Nasdaq National Market.

CALENDAR YEAR	HIGH	LOW
1992		
First Quarter	$ 75	$43 1/4
Second Quarter	50 1/2	31 3/4
Third Quarter	55 3/4	41 1/4
Fourth Quarter	66 1/4	36 3/4
1993		
First Quarter	65	9 7/8
Second Quarter	13 1/2	8
Third Quarter	13	9 1/4
Fourth Quarter	16 1/4	10
1994		
First Quarter	14 3/8	9 5/8
Second Quarter	10 7/8	7 1/2
Third Quarter	9	3 7/8
Fourth Quarter (through November 22)	9 13/32	4 3/8

On November 17, 1994, the last full trading day prior to the announcement of the execution of the Merger Agreement and of Purchaser's intention to commence the Offer, the high sale price per Share as reported on the Nasdaq National Market was $5 5/8. On November 22, 1994, the last full trading day prior to the commencement of the Offer, the high sale price per Share as reported on the Nasdaq National Market was $9 3/32. STOCKHOLDERS ARE URGED TO OBTAIN A CURRENT MARKET QUOTATION FOR THE SHARES.

The Company paid no cash dividends on the Shares in the above-referenced quarters. Moreover, the Company stated in its Form 10-K for the year ending December 31, 1993 that it did not anticipate making dividend payments in the near future.

7. CERTAIN INFORMATION CONCERNING THE COMPANY. Except as otherwise set forth herein, the information concerning the Company contained in this Offer to Purchase, including financial information, has been furnished by the Company or has been taken from or based upon publicly available documents and records on file with the Commission and other public sources. Neither Purchaser nor Parent assumes any responsibility for the accuracy or completeness of the information concerning the Company furnished by the Company or contained in such documents and records or for any failure by the Company to disclose events which may have occurred or may affect the significance or accuracy of any such information but which are unknown to Purchaser or Parent.

General. The Company is a Delaware corporation with its principal executive offices located at 1885 33rd Street, Boulder, Colorado. The Company is a biopharmaceutical company engaged in the discovery, development and manufacture of protein-based pharmaceuticals. The Company's research and development efforts are focused primarily on inflammatory diseases and neurological disorders. The Company's principal product candidates address diseases affecting patient populations that cannot be treated satisfactorily with existing therapies.

Financial Information. Set forth below is certain selected consolidated financial information relating to the Company and its subsidiaries which has been excerpted or derived from the audited financial statements contained in the Company's Annual Reports on Form 10-K for the fiscal years ended December 31, 1993 and December 31, 1992 and the unaudited financial statements contained in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1994. More comprehensive financial information is included in the Company's Annual Reports on Form 10-K, and its Quarterly Report on Form 10-Q and other documents filed by the Company with the Commission. The financial information that follows is qualified in its entirety by reference to such reports and other documents, including the financial statements and related notes contained therein. Such reports and other documents may be examined at, and copies may be obtained from, the offices of the Commission in the manner set forth below.

SYNERGEN, INC.

SUMMARY SELECTED CONSOLIDATED FINANCIAL DATA
(IN THOUSANDS, EXCEPT PER SHARE DATA)

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED DECEMBER 31,		
	1994	1993	1993	1992	1991
	(UNAUDITED)				
Operating Data:					
Revenue:					
Research and development	$ 10,781	$ 10,112	$ 13,180	$ 31,634	$14,243
Interest and other	4,003	7,629	10,306	19,775	9,579
	14,784	17,741	23,486	51,409	23,822
Expenses:					
Research and development	53,192	66,602	88,249	60,264	24,101
General and administrative	13,062	13,752	16,986	13,935	6,368
Purchase of in-process research and development	--	--	--	18,100	--
Restructuring charge	39,079	2,000	2,000	--	--
Interest	132	357	447	352	473
	105,466	82,711	107,682	92,651	30,942
Loss before cumulative effect of change in accounting principle	(90,681)	(64,970)	(84,196)	(41,242)	(7,120)
Cumulative effect of change in accounting principle	--	(2,418)	(2,418)	--	--
Net loss	$(90,681)	$(67,388)	$(86,614)	$(41,242)	$(7,120)
Net loss per share:					
Loss before cumulative effect of change in accounting principle	$ (3.52)	$ (2.58)	$ (3.33)	$ (1.66)	$ (.36)
Cumulative effect of change in accounting principle	--	(.09)	(.09)	--	--
Net loss per share	$ (3.52)	$ (2.67)	$ (3.42)	$ (1.66)	$ (.36)
Weighted Average Common Shares Outstanding	25,747	25,164	25,309	24,805	19,529

	SEPTEMBER 30,	DECEMBER 31,		
	1994	1993	1992	1991
	(UNAUDITED)			
Balance Sheet Data:(1)				
Cash and investments(2)	$119,704	$160,846	$243,029	$324,281
Total assets	188,062	276,058	359,346	374,468
Long-term debt	6,000	6,000	6,000	6,000
Stockholders' equity	70,523	258,829	341,722	361,130

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(1) No cash dividends were declared or paid during any of the periods presented.

(2) Includes restricted investment securities of $8,453 at September 30, 1994 and $4,630, $4,499, and $3,015 at December 31, 1993, 1992 and 1991, respectively.

The Company is subject to the informational filing requirements of the Exchange Act and, in accordance therewith, is required to file periodic reports, proxy statements and other information with the Commission relating to its business, financial condition and other matters. Information as of particular dates concerning the Company's directors and officers, their remuneration, stock options granted to them, the principal holders of

the Company's securities and any material interest of such persons in transactions with the Company is required to be disclosed in proxy statements distributed to the Company's stockholders and filed with the Commission. Such reports, proxy statements and other information should be available for inspection at the public reference facilities maintained by the Commission at Judiciary Plaza, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549, and also should be available for inspection at the Commission's regional offices located at 7 World Trade Center, 13th Floor, New York, New York 10048 and the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such materials may also be obtained by mail, upon payment of the Commission's customary fees, by writing to its principal office at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549.

8. CERTAIN INFORMATION CONCERNING PURCHASER AND PARENT. Purchaser is a newly incorporated Delaware corporation organized in connection with the Offer and the Merger and has not carried on any activities other than in connection with the Offer and the Merger. The principal offices of Purchaser are located at Amgen Center, 1840 DeHavilland Drive, Thousand Oaks, California 91320-1789. Purchaser is a wholly owned subsidiary of Parent.

Until immediately prior to the time that Purchaser will purchase Shares pursuant to the Offer, it is not anticipated that Purchaser will have any significant assets or liabilities or engage in activities other than those incident to its formation and capitalization and the transactions contemplated by the Offer and the Merger. Because Purchaser is newly formed and has minimal assets and capitalization, no meaningful financial information regarding Purchaser is available.

Parent is a Delaware corporation. Its principal offices are located at Amgen Center, 1840 DeHavilland Drive, Thousand Oaks, California 91320-1789. Parent is a global biotechnology company that develops, manufactures and markets human therapeutics based upon advanced cellular and molecular biology. Utilizing proprietary recombinant DNA technology, Parent has developed several human biopharmaceutical products and currently manufactures and markets NEUPOGEN(R) (Filgrastim), a product that selectively stimulates the production of neutrophils, a class of infection-fighting white blood cells, and EPOGEN(R) (Epoetin alfa), which stimulates and regulates production of red blood cells. Parent focuses its research and development efforts in the areas of hematopoiesis, neurobiology, inflammation/auto-immune diseases and soft tissue repair and regeneration. Parent operates research facilities in the United States and Canada, has clinical development staff in the United States, Europe, Canada, Australia, Japan and Hong Kong, manufactures NEUPOGEN(R) and EPOGEN(R) in its facilities in the United States and has a fill and finish facility in Puerto Rico which is currently awaiting approval by regulatory bodies.

The name, citizenship, business address, principal occupation or employment, and five-year employment history for each of the directors and executive officers of Purchaser and Parent and certain other information are set forth in Schedule I hereto.

Set forth below are certain selected consolidated financial data relating to Parent and its subsidiaries for Parent's last three fiscal years, which have been excerpted or derived from the audited financial statements contained in Parent's Annual Report on Form 10-K for the fiscal year ended December 31, 1993 and December 31, 1992 and from the unaudited financial statements contained in Parent's Quarterly Report on Form 10-Q for the fiscal quarter ended September 30, 1994, in each case filed by Parent with the Commission. More comprehensive financial information is included in such reports and other documents filed by Parent with the Commission, and the following financial data is qualified in its entirety by reference to such reports and other documents, including the financial information and related notes contained therein. Such reports and other documents may be inspected and copies may be obtained from the offices of the Commission in the same manner as set forth with respect to information about the Company in Section 7.

AMGEN INC.

SUMMARY SELECTED CONSOLIDATED FINANCIAL DATA
(IN MILLIONS, EXCEPT PER SHARE DATA)

	NINE MONTHS ENDED SEPTEMBER 30,		YEAR ENDED DECEMBER 31,		
	1994	1993	1993	1992	1991
	(UNAUDITED)				
Consolidated Statement of Operations Data:					
Revenues:					
Product sales	$1,136.0	$ 959.0	$1,306.3	$1,050.7	$645.3
Other revenues	69.0	49.2	67.5	42.3	36.7
Total revenues	1,205.0	1,008.2	1,373.8	1,093.0	682.0
Cost of sales	176.8	162.7	220.0	184.7	112.7
Research and development expenses	235.5	183.8	255.3	182.3	120.9
Marketing and selling expenses	174.7	151.4	214.1	184.5	122.2
General and administrative expenses	90.4	83.8	114.3	107.6	80.4
Loss/(earnings) of affiliates, net	25.7	10.2	12.6	(16.9)	(19.5)
Legal (award)/assessment	--	(13.9)	(13.9)	(77.1)	129.1
Total other income	(7.3)	(14.7)	(21.0)	(35.2)	(21.8)
Provision for income taxes	194.3	161.4	217.8	205.5	60.1
Net income(1)	314.9	292.2	383.3	357.6	97.9
Primary earnings per share(1)	2.25	2.03	2.67	2.43	.67
Cash dividends declared per share	--	--	--	--	--

	AT SEPTEMBER 30, 1994	AT DECEMBER 31,		
	(UNAUDITED)	1993	1992	1991
Consolidated Balance Sheet Data:				
Working capital	$ 734.9	$ 642.2	$ 562.4	$294.9
Total assets	1,892.5	1,765.5	1,374.3	865.5
Long-term debt	185.9	181.2	129.9	39.7
Stockholders' equity	1,321.6	1,172.0	933.7	531.1

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(1) Includes an increase to net income of $8.7 million, or $.06 per share to reflect the cumulative effect of a change in accounting principles to adopt Statement of Financial Accounting Standard No. 109 in the 1993 period.

Except as described in this Offer to Purchase, (i) none of Purchaser, Parent nor, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule I to this Offer to Purchase or any associate or majority-owned subsidiary of Purchaser, Parent or any of the persons so listed beneficially owns or has any right to acquire, directly or indirectly, any Shares and (ii) none of Purchaser, Parent nor, to the best knowledge of Purchaser and Parent, any of the persons or entities referred to above nor any director, executive officer or subsidiary of any of the foregoing has effected any transaction in the Shares during the past 60 days.

Except as provided in the Merger Agreement and as otherwise described in this Offer to Purchase, none of Purchaser, Parent nor, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule I to this Offer to Purchase, has any contract, arrangement, understanding or relationship with any other person with respect to any securities of the Company, including, but not limited to, any contract, arrangement, understanding or relationship concerning the transfer or voting of such securities, joint ventures, loan or option arrangements, puts or calls, guaranties of loans, guaranties against loss or the giving or withholding of proxies. Except as set forth in this Offer to Purchase, since January 1, 1991, neither Purchaser nor Parent nor, to the best knowledge of Purchaser and Parent, any of the persons listed on Schedule I hereto,

has had any business relationship or transaction with the Company or any of its executive officers, directors or affiliates that is required to be reported under the rules and regulations of the Commission applicable to the Offer. Except as set forth in this Offer to Purchase, since January 1, 1991, there have been no contacts, negotiations or transactions between any of Purchaser, Parent, or any of their respective subsidiaries or, to the best knowledge of Purchaser and Parent, any of the persons listed in Schedule I to this Offer to Purchase, on the one hand, and the Company or its affiliates, on the other hand, concerning a merger, consolidation or acquisition, tender offer or other acquisition of securities, an election of directors or a sale or other transfer of a material amount of assets.

9. FINANCING OF THE OFFER AND THE MERGER. The total amount of funds required by Purchaser to consummate the Offer and the Merger and to pay related fees and expenses is estimated to be approximately $255,000,000. Purchaser will obtain all of such funds from Parent. Parent will provide such funds from its working capital.

10. BACKGROUND OF THE OFFER; CONTACTS WITH THE COMPANY AND THE MERGER AGREEMENT.

During a period of approximately five years preceding July 1994, Parent and the Company engaged in informal, preliminary conversations from time to time on a variety of matters, including the possible licensing of the Company's product candidates by Parent. None of those discussions proceeded beyond the informal, preliminary stage.

From June through November 1993 there were a series of telephone calls and meetings in Boulder, Colorado between representatives of Parent and the Company relating to Parent's interest in licensing certain of the Company's product candidates and Parent's making a related equity investment in the Company. On November 17, 1993 Mr. Gordon Binder, the Chairman and Chief Executive Officer of Parent, Mr. Lowell Sears, then Senior Vice President and acting Chief Financial Officer of Parent, and Ms. Kathleen Stafford, then Treasurer of Parent, and Dr. Larry Soll, Chairman and then Chief Executive Officer of the Company, Mr. Gregory Abbott, then an Executive Vice President of the Company, and Mr. Kenneth Collins, Executive Vice President, Finance and Administration of the Company, met in Los Angeles to continue senior level discussions of Parent's licensing of the Company's product candidates. At such meeting representatives of the Company proposed that Parent provide financial support for an extraordinary corporate transaction which management of the Company was considering at the time. Parent advised such representatives that it was not interested in such a proposal, and no further discussions with respect to licensing were pursued at that time.

In July 1994 Mr. Binder had a telephone conversation with Mr. Abbott (President and Chief Executive Officer of the Company). During this conversation, the chief executives of the two companies engaged in a general discussion regarding the Company, the prospects of the Company and the possibility of a transaction involving Parent and the Company.

On August 2, 1994 Mr. Robert Attiyeh, Senior Vice President and Chief Financial Officer of Parent, and Dr. Daniel Vapnek, Senior Vice President, Research of Parent met at the Company's headquarters in Boulder, Colorado with Mr. Abbott, Mr. Collins and Dr. Robert Thompson, Executive Vice President, Research and Clinical Affairs of the Company. During the meeting, the executives of the two companies engaged in a general discussion regarding the Company, the prospects of the Company and the possibility of a transaction involving Parent and the Company.

Subsequent to the August 2, 1994 meeting representatives of the Company and Parent engaged in a number of telephone conversations, and on August 22, 1994 Parent and the Company entered into a confidentiality agreement, which provided among other things that any information exchanged would be held in confidence by the receiving party and contained customary "standstill" commitments by Parent. After execution of the confidentiality agreement, the Company provided scientific, business and patent information to Parent. In addition, the Company also provided Parent with estimates as to potential future sales of the Company's leading product candidates. While Parent reviewed such estimates, Parent did not take such estimates into account in valuing the Company and relied instead on its own estimates of potential performance of the Company's product candidates.

On August 31, 1994 Dr. Vapnek, Dr. Bruce Altrock, Vice President Biology and Biochemistry of Parent, Dr. Michael Bevilacqua, Vice President, Inflammation and Medicinal Chemistry of Parent and Dr. Thomas Ulich, Vice President, Biology of Parent, Dr. Thompson and Mr. Collins discussed by telephone the development status of the Company's product candidates, including the results of animal tests and human clinical trials, and the possibility of a transaction involving Parent and Company.

On October 7, 1994 and October 19, 1994 additional meetings occurred at the Company's headquarters in Boulder, Colorado among technical, scientific and clinical personnel of Parent and the Company. At these meetings, the Company's product candidates, animal testing, human clinical trials, process development, manufacturing research methodologies and research resources were discussed.

On October 24, 1994 Mr. Binder and Mr. Kevin Sharer, President and Chief Operating Officer of Parent met at the Company's headquarters with Messrs. Abbott, and Collins, Dr. Thompson, Dr. Mark Young, Executive Vice President, Technical Operations of the Company, and other scientific and business personnel of the Company. At these meetings the Company's business and product candidates were discussed, as well as the possibility of a transaction involving Parent and Company.

On November 3, 1994 a meeting between the Company and Parent took place in Camarillo, California. Present at the meeting were Mr. Abbott, Mr. Collins and Mr. Paul Koivuniemi, Vice President and General Counsel of the Company on behalf of the Company, as well as representatives of Wilson, Sonsini, Goodrich & Rosati ("Wilson Sonsini"), counsel to the Company, and Morgan, Stanley & Co. Incorporated ("Morgan Stanley"), the Company's financial advisor, and Messrs. Binder, Sharer and Attiyeh and others on behalf of Parent, as well as representatives of Latham & Watkins and Cooley Godward Castro Huddleson & Tatum ("Cooley Godward"), Parent's counsel, and representatives of CS First Boston, Parent's financial advisor. At the meeting, Parent expressed its interest in acquiring the Company and discussions took place regarding timing, potential transaction structures and due diligence informational requirements. Although the companies expressed their respective views as to price and had preliminary discussions regarding certain conditions that Parent would require the Company to satisfy before Parent would complete a potential transaction, no agreement regarding any particular price or price range was reached. Nonetheless, the representatives of the two companies agreed that Parent would send its representatives to the Company from November 8 through November 11 for the purpose of conducting a due diligence review of the Company and that Parent would prepare a preliminary draft of a merger agreement which it would provide to the Company.

During the week of November 8, 1994 Parent sent business, financial, scientific, manufacturing and legal personnel to the Company to conduct a due diligence review of the Company. On Thursday, November 11, Parent furnished the Company with an initial draft of a merger agreement which contemplated a cash tender offer for all outstanding shares of Common Stock of the Company and on Tuesday, November 15, a meeting was held at the offices of Latham & Watkins involving representatives of Parent, the Company and their respective legal and financial advisors to discuss the draft merger agreement. At the meeting, the companies agreed on most of the terms of the merger agreement; however, the companies deferred any discussion relating to the proposed price Parent would pay for the Company's outstanding shares. The parties agreed to meet again in the afternoon of Thursday, November 17, to finalize the merger agreement and to determine if the companies could agree on price.

Present at the November 17, 1994 meeting from Parent were Messrs. Binder, Sharer and Attiyeh, as well as representatives of Latham & Watkins, Cooley Godward and CS First Boston. Present from the Company were Messrs. Abbott, Collins and Koivuniemi, as well as representatives of Wilson Sonsini and Morgan Stanley. During such meeting there were extensive negotiations on price and other material terms of a transaction. Following meetings of their respective Boards of Directors, the companies agreed on a purchase price of $9.25 per share for the Company's Common Stock and executed a definitive merger agreement as of November 17, 1994.

THE MERGER AGREEMENT

The following is a summary of the Merger Agreement, a copy of which is filed as an Exhibit to the Tender Offer Statement on Schedule 14D-1 (the "Schedule 14D-1") filed by Purchaser and Parent with the

Commission in connection with the Offer. Such summary is qualified in its entirety by reference to the Merger Agreement.

The Offer. The Merger Agreement provides that the obligations of Purchaser to consummate the Offer and to accept for payment and pay for any of the Shares tendered will be subject to certain conditions, including the Minimum Condition, which are described in Section 14. The Offer will remain open for a minimum of 20 business days after commencement of the Offer, unless Purchaser extends the Offer as permitted by the Merger Agreement.

Pursuant to the Merger Agreement, Purchaser reserves the right to waive any conditions to the Offer, other than the Minimum Condition, to increase the price per Share payable in the Offer or to make any other changes in the terms and conditions of the Offer; provided, however, that no such change may be made which decreases the price per Share, changes the form of consideration payable in the Offer, reduces the maximum number of Shares to be purchased in the Offer, imposes conditions to the Offer in addition to those described in Section 14 hereof or amends any other material term of the Offer in a manner materially adverse to the Company's stockholders without the Company's prior written consent; provided, further, however, that notwithstanding the foregoing Purchaser may waive the Minimum Condition if Purchaser, after consultation with the Company, upon consummation of the Offer, accepts for payment and pays for a majority of the Shares outstanding at the time of such consummation.

The Merger Agreement further provides that the Offer may not, without the Company's prior written consent, be extended, except as necessary to provide time to satisfy the conditions described in Section 14 hereof; provided, however, that Purchaser may extend (and re-extend) the Offer for up to a total of 10 business days, if as of the initial Expiration Date there will not have been validly tendered and not withdrawn at least 90% of the outstanding Shares so that the Merger can be effected without a meeting of the Company's stockholders in accordance with Delaware Law. Purchaser has agreed that if all conditions described in Section 14 hereof are satisfied on the initial Expiration Date, other than the Minimum Condition or the condition described in paragraph (b) of Section 14 hereof, Purchaser will extend (and re-extend) the Offer for up to a maximum of 20 business days to provide time to satisfy either such conditions, so long as all other conditions remain satisfied.

Board of Directors. The Merger Agreement provides that promptly upon the acceptance for payment and payment by Purchaser of such number of Shares which satisfies the Minimum Condition, Parent will be entitled to designate a majority of the members of the Board. The directors of Purchaser immediately prior to the Effective Time will be the initial directors of the Surviving Corporation.

The Merger. The Merger Agreement provides that at the Effective Time the Company will be merged with Purchaser, and each then outstanding Share (other than Shares held by Parent, Purchaser, the Company or any of their respective subsidiaries (which Shares shall be canceled), or by holders who properly exercise and perfect stockholder appraisal rights under Delaware Law) will be converted into the right to receive in cash, without interest, the highest price per Share paid pursuant to the Offer.

Pursuant to the Merger Agreement, following the purchase of Shares pursuant to the Offer, the approval (if required) of the Merger Agreement by the stockholders of the Company and the satisfaction or waiver of the other conditions to the Merger, Purchaser will be merged into the Company, the separate existence of Purchaser will cease and the Company will continue, under its name, as the Surviving Corporation. The Merger Agreement also provides that Parent may elect to structure the Merger so that the Company will be merged into Purchaser, and Purchaser will continue as the Surviving Corporation.

The Merger Agreement provides that all notes and other debt instruments of the Company that are outstanding at the Effective Time will continue to be outstanding subsequent to the Effective Time as debt instruments of the Surviving Corporation, if permitted by their respective terms and provisions.

Pursuant to the Merger Agreement, as promptly as practicable after the Effective Time, each holder of a then outstanding employee or director stock option (an "Option") to purchase Shares granted under any employee or director plan of the Company prior to November 17, 1994 (other than Options held by any director or executive officer of the Company that were granted (or deemed granted) at any time on or after the

date that is six months prior to the Effective Time (the "Recent Insider Options")) will be entitled (whether or not such Option is then exercisable) to receive in consideration of cancellation of such Option (and any outstanding stock appreciation right related thereto) a cash payment from the Company in an amount equal to the difference between the Merger Consideration and the per Share exercise price of such Option, multiplied by the number of Shares covered by such Option. The Recent Insider Options will remain outstanding in accordance with their terms and will not be affected in any way by the consummation of the Merger.

The Merger Agreement further provides that each outstanding warrant of the Company will be unaffected by the Merger, except as otherwise provided in the relevant warrant agreements. In general, such agreements provide that, in connection with the transactions contemplated by the Offer, each outstanding warrant shall represent the right to receive only the per Share Merger Consideration upon payment by the holder thereof of the per Share exercise price provided for in each such outstanding warrant.

Certain Conditions to the Obligations of Each Party to Effect the Merger. The Merger Agreement provides that the respective obligations of each party to effect the Merger will be subject to the fulfillment at or prior to the Effective Time of the following conditions: (i) if required by Delaware Law, the Merger Agreement and the Merger will have been approved and adopted by the requisite vote or consent of the stockholders of the Company, (ii) Shares will have been purchased pursuant to the Offer and (iii) no preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission nor any statute, rule, regulation or executive order promulgated or enacted by any governmental authority will be in effect, which would make the acquisition or holding by Parent, its subsidiaries or affiliates of the shares of Common Stock of the Surviving Corporation illegal or otherwise prevent the consummation of the Merger; provided, however, that the parties will have used all reasonable efforts to prevent such event.

Representations and Warranties. The Merger Agreement contains various customary representations and warranties of the parties thereto, including representations and warranties by the Company as to financial statements, public filings, undisclosed liabilities, litigation, taxes, real property, employee benefit plans, environmental matters, labor matters and intellectual property. The Company has also represented to Purchaser and Parent that the Offer is a Qualifying Offer (as defined below). See Section 16.

Covenants. The Merger Agreement provides that, unless otherwise consented to by Parent or unless the failure to comply with any of the following covenants results from actions by the Board that are approved by a majority of the directors appointed by Purchaser, between November 17, 1994 and the Effective Time, the Company and its subsidiaries will conduct business only in the ordinary course and consistent with past practices. The Merger Agreement further provides that the Company (i) will use its reasonable efforts to maintain and preserve its business organization, assets, employees, the United States Food and Drug Administration (the "FDA") and equivalent regulatory agency licenses and approvals, and United States Patent and Trademark Office and equivalent agency filings and advantageous business relationships, (ii) will not (A) issue, sell, pledge, transfer, dispose of or encumber, or authorize, propose or agree to the issuance, sale, pledge, transfer, disposition or encumbrance of, any shares of, or any options, warrants or rights of any kind to acquire any shares of, or any securities convertible into or exchangeable for any shares of, capital stock of any class of the Company or any of its subsidiaries, other than Shares issuable upon exercise of Options or warrants outstanding prior to November 17, 1994 and, consistent with past practices, in accordance with the terms of applicable agreements and employee plans or (B) authorize, recommend or propose any change in its capitalization, (iii) will not (A) except in the ordinary course of business and consistent with past practices, sell, pledge, transfer, assign, license, dispose of, encumber or lease any assets of the Company or of any of its subsidiaries or (B) whether or not in the ordinary course of business, sell, pledge, transfer, assign, license, dispose of, encumber or lease any material assets of the Company and its subsidiaries, (iv) will not (A) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or distribution, payable in cash, stock, property or otherwise with respect to any of its capital stock, other than dividends and distributions by a subsidiary of the Company to the Company or to a subsidiary all of the capital stock of which is owned directly or indirectly by the Company or (B) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any of its capital stock, (v) will not, except in the ordinary course of business and consistent with past practices, acquire (by merger, consolidation or acquisition of stock or assets)

any corporation, partnership or other business organization or division thereof or make any investment either by purchase of stock or securities, contributions to capital (other than to subsidiaries), property transfer or purchase of any amount of property or assets, in any other individual or entity, (vi) will not incur any indebtedness for borrowed money or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any material loans or advances, (vii) will not take any action with respect to the grant of any severance or termination pay (other than pursuant to policies or agreements of the Company or any of its subsidiaries in effect on or prior to the date hereof) or with respect to any increase of benefits payable under its severance or termination pay policies or agreements in effect prior to November 17, 1994, (viii) will not (except for annual salary increases not to exceed 5% adopted in the ordinary course of business) adopt or amend any bonus, profit sharing, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or other arrangement for the benefit or welfare of any employee or increase in any manner the compensation or fringe benefits of any employee or pay any benefit not required by any existing plan, arrangement or agreement, (ix) will not make any tax election or settle or compromise any material federal, state, local or foreign income tax liability and (x) will deliver to Parent all of the Company's monthly and quarterly, if any, financial statements for periods and dates subsequent to September 30, 1994 as soon as practicable after the same are available to the Company.

Proxy Statement; Stockholders Meeting. The Merger Agreement provides that, if a meeting of the Company's stockholders is required by Delaware Law to approve the Merger Agreement and the Merger, then promptly after consummation of the Offer, the Company will prepare and will file with the Commission as promptly as practicable a preliminary proxy statement, together with a form of proxy, with respect to the meeting of the Company's stockholders at which the stockholders of the Company will be asked to vote upon and approve the Merger Agreement and the Merger. As promptly as practicable after such filing, subject to compliance with the rules and regulations of the Commission, the Company will prepare and file a definitive Proxy Statement and form of proxy with respect to such meeting (the "Proxy Statement") and will use all reasonable efforts to have the Proxy Statement cleared by the Commission as promptly as practicable, and promptly thereafter will mail the Proxy Statement to stockholders of the Company. In lieu of a stockholders meeting, the Company could seek stockholder approval of the Merger Agreement and the Merger by written consent.

Pursuant to the Merger Agreement, if a meeting of the Company's stockholders is required by Delaware Law to approve the Merger Agreement and the Merger, then as promptly as practicable after consummation of the Offer, the Company will take all action necessary, in accordance with Delaware Law and its Certificate of Incorporation and Bylaws, to convene a meeting (or obtain the written consents) of its stockholders (the "Special Meeting") to consider and vote upon the Merger Agreement and the Merger. The Merger Agreement further provides that the affirmative vote of stockholders required for approval of the Merger Agreement and Merger will be no greater than a majority. It also provides that, subject to the fiduciary duties of the Board under Delaware Law, the Proxy Statement will contain the recommendation of the Board that the stockholders of the Company vote to adopt and approve the Merger Agreement and the Merger and the Company will use its reasonable efforts to solicit from stockholders of the Company proxies in favor of such adoption and approval (and Purchaser will vote all Shares purchased by it in favor of such adoption and approval) and to take all other action necessary or, in the reasonable judgment of Parent, helpful to secure the vote or consent of stockholders required by Delaware Law to effect the Merger.

Stock Options. The Merger Agreement provides that the Company will take such action as may be permitted under its employee plans to effect the cancellations described under "Merger" above and will comply with all requirements regarding income tax withholding in connection therewith. In addition, but subject to the terms of the employee plans and applicable law, the Company will take all steps necessary to cause its employee plans to be terminated on or prior to the Effective Time, and to satisfy Parent that no holder of Options or participant in any employee plans will have any right to acquire any interest in the Company or Parent as a result of the exercise of Options or other rights pursuant to such employee plans on or after the Effective Time.

Solicitations of Transactions. The Merger Agreement provides that the Company will not, and will use its reasonable efforts to cause its officers, directors and agents not to, solicit, initiate or deliberately encourage submission of, or participate in discussions concerning, or supply any information in response to, proposals or offers from any person relating to any acquisition or purchase of all or (other than in the ordinary course of business) a material amount of the assets of, or any equity interest in, the Company or any merger, consolidation or business combination with the Company (an "Acquisition Proposal"). The Company has agreed to promptly notify Parent if any such proposal or offer, or any inquiry or contact with any person with respect thereto, is made.

Pursuant to the Merger Agreement, however, to the extent required by the fiduciary obligations of the Board, as advised by its counsel, the Company may, in response to a request or inquiry that could reasonably be expected to result in an Acquisition Proposal, which request or inquiry was unsolicited after November 17, 1994, participate in discussions or negotiations with, or furnish information with respect to the Company pursuant to a confidentiality agreement substantially similar to the confidentiality agreement in effect with Parent, to any person. In addition, following the receipt of an Acquisition Proposal, which the Board determines in good faith, based upon the advice of its outside financial advisors, to be more favorable to the Company's stockholders than the Offer and the Merger (a "Superior Proposal"), the Company may, subject to payment of the Termination Fee (as described below), terminate the Merger Agreement and accept such Superior Proposal, and the Board may approve or recommend (and, in connection therewith, withdraw or modify the approval or recommendation of the Offer, the Merger Agreement or the Merger) such Superior Proposal.

Indemnification. The Merger Agreement provides that the Company will, to the fullest extent permitted under applicable laws, indemnify and hold harmless, and, after the Effective Time, Parent and the Surviving Corporation will, to the fullest extent permitted under applicable laws, indemnify and hold harmless, each present and former director and officer of the Company (the "Indemnified Parties") against any losses, claims, damages, liabilities, costs, expenses, judgments and amounts paid in settlement in connection with any claim, action, suit, proceeding or investigation arising out of or pertaining to any action or omission by such director or officer prior to the Effective Time in his/her capacity as such (including, without limitation, any claims, actions, suits, proceedings or investigations which arise out of or relate to the transactions contemplated by the Merger Agreement); provided, however, that neither the Company, Parent nor Surviving Corporation will have any obligation under the Merger Agreement to indemnify any Indemnified Party against any losses, claims, damages, liabilities, costs, expenses, judgments or amounts to the extent the same is found to have resulted from such Indemnified Person's own gross negligence or willful misconduct.

In the event any such claim, action, suit, proceeding or investigation is brought against any Indemnified Party (whether arising before or after the Effective Time), (a) the Indemnified Parties may retain counsel satisfactory to them and the Company (or them and the Surviving Corporation and Parent after the Effective Time), (b) the Company (or after the Effective Time, the Surviving Corporation and Parent) will pay all fees and expenses of such counsel for the Indemnified Parties promptly as statements therefor are received, and (c) the Company (or after the Effective Time, the Surviving Corporation and Parent) will use their respective reasonable efforts to assist in the vigorous defense of any such matter, provided, that neither the Company, the Surviving Corporation nor Parent will be liable for any such settlement effected without their written consent, which consent, however, will not be unreasonably withheld. Any Indemnified Party wishing to claim indemnification under the Merger Agreement, upon learning of any such claim, action, suit, proceeding or investigation, will notify the Company, the Surviving Corporation or Parent thereof and will deliver to the Company or the Surviving Corporation an undertaking to repay any amounts advanced pursuant hereto when and if a court of competent jurisdiction will ultimately determine, after exhaustion of all avenues of appeal, that such Indemnified Party was not entitled to indemnification under this Section. The Indemnified Parties as a group may retain only one law firm in each jurisdiction to represent them with respect to any such matter unless there is, under applicable standards of professional conduct as determined by such counsel, a conflict on any significant issue between the positions of any two or more Indemnified Parties. In addition to the indemnification provided under the Merger Agreement, the Indemnified Parties shall retain all right to

indemnification under existing indemnification agreements and charter and Bylaw provisions of the Company existing on November 17, 1994.

Severance. The Merger Agreement further provides that, if at any time during the one-year period following November 17, 1994, the Company effects any reduction in employment of any employee who as of the Effective Time had been an employee of the Company, the Company will, except as otherwise required pursuant to applicable severance agreements, substantially comply with certain specified termination policies and procedures of the Company in effect on November 17, 1994. The material severance agreements and termination policies and procedures with respect to executive officers of the Company referred to in the foregoing sentence have been filed with and/or described in the Company's public filings, including the Schedule 14D-9 filed by the Company in connection with the Offer.

Termination; Fees and Expenses. The Merger Agreement may be terminated at any time prior to the Effective Time, whether prior to or after approval by the stockholders of the Company, by mutual written consent of the Boards of Directors of Purchaser and the Company.

The Merger Agreement may also be terminated at any time prior to the Effective Time, whether prior to or after approval by the stockholders of the Company, by the Company (i) if (A) Purchaser or any of its subsidiaries or affiliates (1) terminates the Offer in accordance with its terms, or (2) fails to purchase Shares pursuant to the Offer within 120 days after the commencement of the Offer or (B) the Offer expires without any Shares having been purchased and without Purchaser having an obligation to extend the Offer pursuant to the Merger Agreement, except that in each case, the Company may not terminate the Merger Agreement as described in this clause (i) if it fails to perform in any material respect any of its material obligations under the Merger Agreement, (ii) in the event the Company has complied in all material respects with its obligations with respect to any Acquisition Proposals as described under "Solicitations of Transactions" above and has determined to accept a Superior Proposal; provided, however, if the Company elects to terminate the Merger Agreement as described in this clause (ii), then the Company will promptly, but in no event later than two days after such termination, pay Purchaser a fee of $8,000,000 (which includes a non-accountable allowance for expenses and fees), which amount will be payable in same day funds (the "Termination Fee"); provided, further, however, that no fee will be payable if either Parent or Purchaser is in material breach of their obligations under the Merger Agreement, (iii) if the Effective Time has not occurred on or before November 17, 1995 due to a failure of any of the conditions to the obligations of the Company to effect the Merger or (iv) if Purchaser breaches or fails to perform in all material respects any of its material obligations or agreements under the Merger Agreement, or any of Purchaser's material representations and warranties is, or becomes, inaccurate or incomplete in any material respect.

The Merger Agreement may also be terminated at any time prior to the Effective Time, whether prior to or after approval by the stockholders of the Company, by Purchaser (i) if (A) Purchaser or any of its subsidiaries or affiliates (1) terminates the Offer in accordance with its terms, or (2) fails to purchase Shares pursuant to the Offer within 120 days after the commencement of the Offer; or (B) the Offer expires without any Shares having been purchased and without Purchaser having an obligation to extend the Offer pursuant to the Merger Agreement, except that in each case, Purchaser may not terminate the Merger Agreement as described in this clause (i) if it fails to perform in any material respect any of its material obligations under the Merger Agreement, (ii) in the event the Company has complied in all material respects with its obligations with respect to any Acquisition Proposals as described under "Solicitations of Transactions" above and has determined to accept a Superior Proposal; provided, however, if Purchaser elects to terminate the Merger Agreement as described in this clause (ii), then the Company will promptly, but in no event later than two days after such termination, pay Purchaser the Termination Fee; provided, further, however, that no fee will be payable if either Parent or Purchaser is in material breach of their obligations under the Merger Agreement, (iii) if the Effective Time has not occurred on or before November 17, 1995 due to a failure of any of the conditions to the obligations of Purchaser to effect the Merger, (iv) if the Company withdraws or modifies in a manner adverse to Purchaser its approval or recommendation of the Offer, the Merger Agreement or the Merger, or the Board resolves to do any of the foregoing, except that Purchaser may not terminate the Merger Agreement as described in this clause (iv) if it fails to perform in any material respect any of its obligations under the Merger Agreement; provided, however, if Purchaser elects to terminate the Merger Agreement as

described in this clause (iv), then the Company will promptly, but in no event later than two days after such termination, pay Purchaser the Termination Fee; provided, further, however, that no fee will be payable if either Parent or Purchaser is in material breach of their obligations under the Merger Agreement or (v) if the Company breaches or fails to perform in all material respects any of its obligations or agreements under the Merger Agreement, or any of the representations and warranties of the Company set forth in the Merger Agreement, the disclosure schedule or in any written certificate or schedule delivered pursuant thereto is, or becomes, inaccurate or incomplete in any respect, in each case, with such exceptions as would not in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole; provided, however, if Purchaser elects to terminate the Merger Agreement as described in this clause (v), then the Company will be obligated to pay Purchaser $8,000,000 as liquidated damages.

Amendment; Waiver. Subject to applicable law, the Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time before the Effective Time.

Subject to applicable law, at any time prior to the Effective Time, whether before or after the Special Meeting, any party to the Merger Agreement may (i) extend the time for the performance of any of the obligations or other acts of any other party thereto or (ii) waive compliance with any of the agreements of any other party or with any conditions to its own obligations. Any agreement on the part of a party to the Merger Agreement to any such extension or waiver will be valid only if set forth in an instrument in writing signed on behalf of such party by a duly authorized officer.

11. PURPOSE OF THE OFFER; PLANS FOR THE COMPANY AFTER THE OFFER AND THE MERGER.

Purpose of the Offer. The purpose of the Offer and the Merger is for Parent to acquire control of, and the entire equity interest in, the Company. The purpose of the Merger is for Parent to acquire all Shares not purchased pursuant to the Offer. Upon consummation of the Merger, the Company will become a wholly owned subsidiary of Parent. The Offer is being made pursuant to the Merger Agreement.

Under Delaware Law, the approval of the Board and the affirmative vote of the holders of a majority of the outstanding Shares is required to approve and adopt the Merger Agreement and the transactions contemplated thereby, including the Merger. The Board has unanimously approved and adopted the Merger Agreement and the transactions contemplated thereby, and, unless the Merger is consummated pursuant to the short-form merger provisions under Delaware Law described below, the only remaining required corporate action of the Company is the approval and adoption of the Merger Agreement and the transactions contemplated thereby by the affirmative vote of the holders of a majority of the Shares. Accordingly, if the Minimum Condition is satisfied, Purchaser will have sufficient voting power to cause the approval and adoption of the Merger Agreement and the transactions contemplated thereby without the affirmative vote of any other stockholder.

In the Merger Agreement, the Company has agreed to take all action necessary to convene a meeting of its stockholders as soon as practicable after the consummation of the Offer for the purpose of considering and taking action on the Merger Agreement and the transactions contemplated thereby, if such action is required by Delaware Law. Parent and Purchaser have agreed that all Shares owned by them and their subsidiaries will be voted in favor of the Merger Agreement and the transactions contemplated thereby.

If Purchaser purchases such number of Shares pursuant to the Offer that satisfies the Minimum Condition, the Merger Agreement provides that Parent will be entitled to designate a majority of the members of the Board. See Section 10. Purchaser expects that such representation would permit Purchaser to exert substantial influence over the Company's conduct of its business and operations.

Under Delaware Law, if Purchaser acquires, pursuant to the Offer or otherwise, at least 90% of the outstanding Shares, Purchaser will be able to approve the Merger without a vote of the Company's stockholders. If, however, Purchaser does not acquire at least 90% of the outstanding Shares pursuant to the Offer or otherwise and a vote of the Company's stockholders is required under Delaware Law, a significantly longer period of time would be required to effect the Merger.

No appraisal rights are available in connection with the Offer. However, if the Merger is consummated, stockholders will have certain rights under Delaware Law to dissent and demand appraisal of, and to receive payment in cash of the fair value of, their Shares. Such rights to dissent, if the statutory procedures are complied with, could lead to a judicial determination of the fair value of the Shares (excluding any element of value arising from the accomplishment or expectation of the Merger), required to be paid in cash to such dissenting holders for their Shares. In addition, such dissenting stockholders would be entitled to receive payment of a fair rate of interest from the date of consummation of the Merger on the amount determined to be the fair value of their Shares. In determining the fair value of the Shares, the court is required to take into account all relevant factors. Accordingly, such determination could be based upon considerations other than, or in addition to, the market value of the Shares, including, among other things, asset values and earning capacity. In Weinberger v. UOP, Inc., the Delaware Supreme Court stated, among other things, that "proof of value by any techniques or methods which are generally considered acceptable in the financial community and otherwise admissible in court" should be considered in an appraisal proceeding. Therefore, the value so determined in any appraisal proceeding could be the same as, more or less than the Merger Consideration.

In addition, several decisions by Delaware courts have held that, in certain circumstances, a controlling stockholder of a company involved in a merger has a fiduciary duty to other stockholders which requires that the merger be fair to such other stockholders. In determining whether a merger is fair to minority stockholders, Delaware courts have considered, among other things, the type and amount of consideration to be received by the stockholders and whether there was fair dealing among the parties. The Delaware Supreme Court stated in Weinberger and Rabkin v. Philip A. Hunt Chemical Corp. that the remedy ordinarily available to minority stockholders in a cash-out merger is the right to appraisal described above. However, a damages remedy or injunctive relief may be available if a merger is found to be the product of procedural unfairness, including fraud, misrepresentation or other misconduct.

The Commission has adopted Rule 13e-3 under the Exchange Act which is applicable to certain "going private" transactions and which may under certain circumstances be applicable to the Merger or another business combination following the purchase of Shares pursuant to the Offer in which Purchaser seeks to acquire the remaining Shares not held by it. Purchaser believes, however, that Rule 13e-3 will not be applicable to the Merger. Rule 13e-3 requires, among other things, that certain financial information concerning the Company and certain information relating to the fairness of the proposed transaction and the consideration offered to minority stockholders in such transaction, be filed with the Commission and disclosed to stockholders prior to consummation of the transaction.

Plans for the Company. It is expected that, initially following the Merger, the business and operations of the Company will, except as set forth in this Offer to Purchase, be continued by the Company substantially as they are currently being conducted. Parent will continue to evaluate the business and operations of the Company during the pendency of the Offer and after the consummation of the Offer and the Merger, and will take such actions as Parent deems appropriate under the circumstances then existing. Parent intends to seek additional information about the Company and it business during such periods, including, specifically, clinical and other information concerning the Company's product candidates. Thereafter, Parent intends to review such information as part of a comprehensive review of, and decisions concerning, the Company's business, operations and management with a view to optimizing the Company's potential in conjunction with Parent's business. It is expected that various parts of the business and operations of the Company would form an important part of Parent's future business. Parent intends to maintain the Company as a separate subsidiary for approximately two years, and thereafter merge the Company with and into Parent.

Except as indicated in this Offer to Purchase, Parent does not have any present plans or proposals which relate to or would result in an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any subsidiary, a sale or transfer of a material amount of assets of the Company or any subsidiary or any material change in the Company's capitalization or dividend policy or any other material changes in the Company's corporate structure or business, or the composition of the Board or the Company's management.

12. DIVIDENDS AND DISTRIBUTIONS. The Merger Agreement provides that neither the Company nor any of its subsidiaries shall, directly or indirectly, between the date of the Merger Agreement and the Effective

Time, without the prior written consent of Parent, (a) issue, sell, pledge, transfer, dispose of or encumber, or authorize, propose or agree to the issuance, sale, pledge, transfer, disposition or encumbrance of, any shares, or any options, warrants or rights of any kind to acquire any shares of, or any securities convertible into or exchangeable for any shares of, capital stock of any class of the Company or any of its subsidiaries (except for the issuance of a maximum of 2,466,782 Shares issuable pursuant to employee and director stock options and a maximum of 5,419,491 Shares issuable pursuant to warrants, in each case outstanding November 17, 1994), (b) authorize, recommend or propose any change in its capitalization, (c) split, combine, or reclassify any Shares of its capital stock or declare, set aside or pay any dividend or distribution, payable in cash, stock, property or otherwise with respect to any of its capital stock other than dividends from a subsidiary of the Company to the Company or (d) redeem, purchase or otherwise acquire or offer to redeem, purchase or otherwise acquire any of its capital stock, other than as contemplated by the Merger Agreement. See Section 10.

13. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES, EXCHANGE LISTING AND EXCHANGE ACT REGISTRATION. The purchase of Shares by Purchaser pursuant to the Offer will reduce the number of Shares that might otherwise trade publicly and will reduce the number of holders of Shares, which could adversely affect the liquidity and market value of the remaining Shares held by the public.

Depending upon the number of Shares purchased pursuant to the Offer, the aggregate market value of any Shares not purchased pursuant to the Offer, the Shares may no longer meet the standards for continued inclusion in the Nasdaq National Market, which require that an issuer have at least 200,000 publicly held shares with a market value of $1 million. If these standards were not met, quotations might continue to be published in the over-the-counter "additional list" or in one of the "local lists," but if the number of holders of Shares falls below 300, or if the number of publicly held Shares falls below 100,000, or there are not at least two market makers for the Shares, the rules of the National Association of Securities Dealers ("NASD") provide that the securities would no longer be "authorized" for the Nasdaq Stock Market, and the Nasdaq Stock Market would cease to provide any quotations. Shares held directly or indirectly by an officer or director of the Company, or by any beneficial owner of more than 10 percent of the Shares, ordinarily will not be considered as being publicly held for this purpose. In the event the Shares were no longer eligible for Nasdaq quotation, quotations might still be available from other sources. The extent of the public market for the Shares and availability of such quotations would, however, depend upon the number of holders of Shares remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act, as described below, and other factors. The extent of the public market therefor and the availability of such quotations would depend, however, upon such factors as the number of stockholders and/or the aggregate market value of such securities remaining at such time, the interest in maintaining a market in the Shares on the part of securities firms, the possible termination of registration under the Exchange Act as described below, and other factors. Purchaser cannot predict whether the reduction in the number of Shares that might otherwise trade publicly would have an adverse or beneficial effect on the market price for or marketability of the Shares or whether it would cause future market prices to be greater or less than the Merger Consideration.

The Shares are currently "margin securities," as such term is defined under the rules of the Board of Governors of the Federal Reserve System (the "Federal Reserve Board"), which has the effect, among other things, of allowing brokers to extend credit on the collateral of such securities. Depending upon factors similar to those described above regarding listing and market quotations, following the Offer it is possible that the Shares might no longer constitute "margin securities" for purposes of the margin regulations of the Federal Reserve Board, in which event such Shares could no longer be used as collateral for loans made by brokers.

The Shares are currently registered under the Exchange Act. Such registration may be terminated upon application by the Company to the Commission if the Shares are not listed on a national securities exchange and there are fewer than 300 record holders. The termination of the registration of the Shares under the Exchange Act would substantially reduce the information required to be furnished by the Company to holders of Shares and to the Commission and would make certain provisions of the Exchange Act, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement in connection with stockholders' meetings and the requirements of Rule 13e-3 under the Exchange Act with

respect to "going private" transactions, no longer applicable to the Shares. In addition, "affiliates" of the Company and persons holding "restricted securities" of the Company may be deprived of the ability to dispose of such securities pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended. If registration of the Shares under the Exchange Act were terminated, the Shares would no longer be "margin securities" or be eligible for Nasdaq Stock Market reporting. Purchaser currently intends to seek to cause the Company to terminate the registration of the Shares under the Exchange Act as soon after consummation of the Offer as the requirements for termination of registration are met.

14. CERTAIN CONDITIONS OF THE OFFER. Notwithstanding any other provisions of the Offer, but subject to the terms of the Merger Agreement, and in addition to the Minimum Condition, Purchaser shall not be required to accept for payment or pay for, or may delay the acceptance for payment of or payment for, tendered Shares, or may, in the sole discretion of Purchaser, terminate the Offer as to any Shares not then accepted for payment or paid for, if any of the following events shall occur, which, in the reasonable judgment of Purchaser with respect to each and every matter referred to below and regardless of the circumstances giving rise to any of the following events, makes it inadvisable to proceed with the Offer, the acceptance for payment or payment for the Shares or the Merger:

(a) The affirmative vote of the holders of more than a majority of the outstanding Shares is required to consummate the Merger or Purchaser is not entitled to vote its Shares for the Merger, or the affirmative vote of the holders of any securities of the Company other than the Shares is required to consummate the Merger;

(b) Any waiting period (and any extension thereof) applicable to the consummation of the transactions contemplated by the Merger Agreement under the HSR Act shall not have expired or been terminated;

(c) The Company shall not have obtained such licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and parties to contracts with the Company and its subsidiaries as are necessary for consummation of the Merger (excluding licenses, permits, consents, approvals, authorizations, qualifications or orders, the failure of which to obtain would not in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole);

(d) The Company shall have withdrawn or modified in a manner adverse to Purchaser its approval or recommendation of the Offer, the Merger Agreement or the Merger, or the Board shall have resolved to do any of the foregoing, except in the case that Purchaser or Parent shall have failed to perform in any material respect any of their respective material obligations under the Merger Agreement;

(e) There shall be instituted or pending any action or proceeding which has a reasonable probability of success before any domestic or foreign court, legislative body or governmental agency or other regulatory or administrative agency or commission (i) challenging the acquisition in whole or in part of the Shares, seeking to restrain or prohibit the making or consummation of the Offer or seeking to obtain any material damages or otherwise directly or indirectly relating to the transaction contemplated by the Offer, (ii) seeking to prohibit or restrict the ownership or operation by Parent or Purchaser (or any of their respective affiliates or subsidiaries) of any material portion of its or the Company's business or assets, or to compel Parent or Purchaser (or any of their respective affiliates or subsidiaries) to dispose of or hold separate all or any material portion of the Company's business or assets as a result of the Offer, (iii) making the purchase of, or payment for, some or all of the Shares illegal, (iv) resulting in a delay in the ability of Purchaser to accept for payment or pay for some or all of the Shares, (v) imposing material limitations on the ability of Purchaser effectively to acquire or to hold or to exercise full rights of ownership of the Shares, including, without limitation, the right to vote the Shares purchased by Purchaser on all matters properly presented to the stockholders of the Company, (vi) imposing any limitations on the ability of Parent or Purchaser or any of their respective affiliates or subsidiaries effectively to control in any material respect the business and operations of the Company, (vii) which otherwise is reasonably likely to have a material adverse effect on the Company and its subsidiaries taken as a whole or (viii) which may result in a material limitation on the benefits expected to be derived by

Parent and Purchaser as a result of the Offer, including without limitation, any limitation on the ability to consummate the Merger;

(f) Any statute, rule, regulation or order shall be enacted, promulgated, entered or deemed applicable to the Offer or the Merger, or any other action shall have been taken, proposed or threatened, by any domestic or foreign government or governmental authority or by any court, domestic or foreign, which, in the reasonable judgment of Purchaser, is reasonably likely, directly or indirectly, to result in any of the consequences referred to in clauses (i) through (viii) of subsection (e) above;

(g) Any change (or any development involving a prospective change) shall have occurred which in the judgment of Purchaser had, or may reasonably be expected to have, a material adverse effect on the Company and its subsidiaries taken as a whole;

(h) The Company shall have breached or failed to perform in all material respects any of its obligations or agreements under the Merger Agreement, or any of the representations and warranties of the Company set forth in the Merger Agreement, the schedules thereto or in any written certificate or schedule delivered pursuant thereto shall be, or have become, inaccurate or incomplete in any respect, in each case, with such exceptions as would not in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole;

(i) The Merger Agreement shall have been terminated by the Company, Parent or Purchaser pursuant to its terms;

(j) Any "Triggering Event" under the Rights Agreement dated as of October 24, 1991 by and between the Company and Chemical Trust Company of California, as Rights Agent (the "Rights Agreement") shall have occurred and the rights to purchase units of Series A Junior Participating Preferred Stock (the "Series A Preferred Stock"), par value $.01 per share of the Company (the "Rights"), shall not be redeemable by the Company, see Section 16; or

(k) (1) a Stipulation of Settlement shall not have been entered into by the Company and certain plaintiffs (the "Plaintiffs") (the "Stipulation of Settlement") constituting, subject to court approval, a legally binding agreement for the full and complete settlement of the class action litigation captioned In re Synergen, Inc. Securities Litigation, Case No. 93-B-402, pending in the United States District Court for the District of Colorado (the "Court"), as such settlement is described in that certain Memorandum of Understanding dated as of November 17, 1994 by and between the Company and the Plaintiffs (the "MOU"), (2) the Stipulation of Settlement shall not be in full force and effect or shall not reasonably reflect the terms and conditions of the MOU or (3) the Court shall not have entered a Scheduling Order providing for, (i) approval of a form of notice to the class members of the Stipulation of Settlement and a deadline for giving notice to the class members, (ii) deadlines for class members to object to the settlement and/or to opt out of the class and (iii) a hearing date upon which the Court will consider whether to grant final approval of the Stipulation of Settlement. See Section 15.

The foregoing conditions are for the sole benefit of Purchaser and may be asserted regardless of the circumstances giving rise to any such conditions or may be waived in whole or in part. The failure to exercise any of the foregoing rights shall not be deemed a waiver of any such right, and each right shall be deemed a continuing right which may be asserted at any time and from time to time.

15. CERTAIN LEGAL MATTERS AND REGULATORY APPROVALS.

General. Based upon its examination of publicly available information with respect to the Company and the review of certain information furnished by the Company to Parent and discussions of representatives of Parent with representatives of the Company during Parent's investigation of the Company (see Section 10), neither Purchaser nor Parent is aware of any license or other regulatory permit that appears to be material to the business of the Company and its subsidiaries taken as a whole, which might be adversely affected by the acquisition of Shares by Purchaser pursuant to the Offer or, except as set forth below, of any approval or other action by any domestic (federal or state) or foreign governmental, administrative or regulatory authority or agency which would be required prior to the acquisition of Shares by Purchaser pursuant to the Offer. Should any such approval or other action be required, it is Purchaser's present intention to seek such approval or

action. Purchaser does not currently intend, however, to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such action or the receipt of any such approval (subject to Purchaser's right to decline to purchase Shares if any of the conditions in Section 14 shall have occurred). There can be no assurance that any such approval or other action, if needed, would be obtained without substantial conditions or that adverse consequences might not result to the business of the Company, Purchaser or Parent or that certain parts of the businesses of the Company, Purchaser or Parent might not have to be disposed of or held separate or other substantial conditions complied with in order to obtain such approval or other action or in the event that such approval was not obtained or such other action was not taken. Purchaser's obligation under the Offer to accept for payment and pay for Shares is subject to certain conditions, including conditions relating to the legal matters discussed in this Section 15. See Section 14.

State Takeover Laws. The Company is incorporated under the Delaware Law. In general, Section 203 of Delaware Law prevents an "interested stockholder" (generally a person who owns or has the right to acquire 15% or more of a corporation's outstanding voting stock, or an affiliate or associate thereof) from engaging in a "business combination" (defined to include mergers and certain other transactions) with a Delaware corporation for a period of three years following the date such person became an interested stockholder unless, among other things, prior to such date the board of directors of the corporation approved either the business combination or the transaction in which the interested stockholder became an interested stockholder. On November 17, 1994, prior to the execution of the Merger Agreement; the Board unanimously has determined that the Offer and the Merger are fair to, and in the best interests of, the Company and its stockholders, has approved the Offer, the Merger Agreement and the Merger and recommends that stockholders accept the Offer and tender their Shares pursuant to the Offer. Accordingly, Section 203 is inapplicable to the Offer and the Merger.

A number of other states have adopted laws and regulations applicable to attempts to acquire securities of corporations which are incorporated, or have substantial assets, stockholders, principal executive offices or principal places of business, or whose business operations otherwise have substantial economic effects, in such states. In Edgar v. MITE Corp., the Supreme Court of the United States invalidated on constitutional grounds the Illinois Business Takeover Statute, which, as a matter of state securities law, made takeovers of corporations meeting certain requirements more difficult. However, in 1987 in CTS Corp. v. Dynamics Corp. of America, the Supreme Court held that the State of Indiana may, as a matter of corporate law and, in particular, with respect to those aspects of corporate law concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without the prior approval of the remaining stockholders. The state law before the Supreme Court was by its terms applicable only to corporations that had a substantial number of stockholders in the state and were incorporated there.

The Company, directly or through subsidiaries, conducts business in a number of states throughout the United States, some of which have enacted takeover laws. Purchaser does not know whether any of these laws will, by their terms, apply to the Offer or the Merger and has not complied with any such laws. Should any person seek to apply any state takeover law, Purchaser will take such action as then appears desirable, which may include challenging the validity or applicability of any such statute in appropriate court proceedings. In the event it is asserted that one or more state takeover laws is applicable to the Offer or the Merger, and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer, Purchaser might be required to file certain information with, or receive approvals from, the relevant state authorities. In addition, if enjoined, Purchaser might be unable to accept for payment any Shares tendered pursuant to the Offer, or be delayed in continuing or consummating the Offer, and the Merger. In such case, Purchaser may not be obligated to accept for payment any Shares tendered. See Section 14.

Antitrust. Under the HSR Act and the rules that have been promulgated thereunder by the FTC, certain acquisition transactions may not be consummated unless certain information has been furnished to the Antitrust Division and the FTC and certain waiting period requirements have been satisfied. The acquisition of Shares by Purchaser pursuant to the Offer is subject to such requirements. See Section 2.

Pursuant to the HSR Act, on November 18, 1994, Parent filed a Premerger Notification and Report Form in connection with the purchase of Shares pursuant to the Offer with the Antitrust Division and the

FTC. Under the provisions of the HSR Act applicable to the Offer, the purchase of Shares pursuant to the Offer may not be consummated until the expiration of a 15-calendar day waiting period following the filing by Parent. Accordingly, the waiting period under the HSR Act applicable to the purchase of Shares pursuant to the Offer will expire at 11:59 p.m., New York City time, on December 3, 1994, unless such waiting period is earlier terminated by the FTC and the Antitrust Division or extended by a request from the FTC or the Antitrust Division for additional information or documentary material prior to the expiration of the waiting period. Pursuant to the HSR Act, Parent has requested early termination of the waiting period applicable to the Offer. There can be no assurance, however, that the 15-day HSR Act waiting period will be terminated early. If either the FTC or the Antitrust Division were to request additional information or documentary material from Parent with respect to the Offer, the waiting period with respect to the Offer would expire at 11:59 p.m., New York City time, on the tenth calendar day after the date of substantial compliance by Parent with such request. Thereafter, the waiting period could be extended only by court order. If the acquisition of Shares is delayed pursuant to a request by the FTC or the Antitrust Division for additional information or documentary material pursuant to the HSR Act, the Offer may be extended (and under certain circumstances the Offer is required to be extended, see Section 10) and, in any event, the purchase of and payment for Shares will be deferred until 10 days after the request is substantially complied with, unless the extended period expires on or before the date when the initial 15-day period would otherwise have expired, or unless the waiting period is sooner terminated by the FTC and the Antitrust Division. Only one extension of such waiting period pursuant to a request for additional information is authorized by the HSR Act and the rules promulgated thereunder, except by court order. Any such extension of the waiting period will not give rise to any withdrawal rights not otherwise provided for by applicable law. See Section 4. It is a condition to the Offer that the waiting period applicable under the HSR Act to the Offer expire or be terminated. See Section 2 and Section 14.

The FTC and the Antitrust Division frequently scrutinize the legality under the antitrust laws of transactions such as the proposed acquisition of Shares by Purchaser pursuant to the Offer. At any time before or after the purchase of Shares pursuant to the Offer by Purchaser, the FTC or the Antitrust Division could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the purchase of Shares pursuant to the Offer or seeking the divestiture of Shares purchased by Purchaser or the divestiture of substantial assets of Parent, the Company or their respective subsidiaries. Private parties and state attorneys general may also bring legal action under federal or state antitrust laws under certain circumstances. Based upon an examination of information available to Parent relating to the businesses in which Parent, the Company and their respective subsidiaries are engaged, Parent and Purchaser believe that the Offer will not violate the antitrust laws. Nevertheless, there can be no assurance that a challenge to the Offer on antitrust grounds will not be made or, if such a challenge is made, what the result would be. See Section 14 for certain conditions to the Offer, including conditions with respect to litigation.

Securities Litigation. Following a drop in the price of the Shares on February 22, 1993, a number of class action complaints were filed against the Company and certain of its officers and directors in the United States District Court for the District of Colorado on behalf of various classes of the Company's stockholders. The complaints were consolidated in In re Synergen, Inc. Securities Litigation, Case No. 93-B-402, by a consolidated class action complaint that was filed on April 15, 1993, and amended on May 2, 1994. In addition to the Company, Larry Soll, Chairman of the Board and the Company's former Chief Executive Officer, and Kenneth J. Collins, the Company's Executive Vice President of Finance and Administration, were named as defendants in the amended consolidated complaint, together with Jon S. Saxe, the Company's former President and Chief Executive Officer and a former Director, and Michael A. Catalano, the Company's former Vice President of Clinical Research. The original consolidated complaint alleged violations of federal and state securities law. The Court dismissed the state law claims on April 8, 1994. On May 30, 1994, the defendants in the suit filed a motion to dismiss or in the alternative for summary judgment, and a hearing was conducted on September 2, 1994. The motion was denied on September 16, 1994. Trial has been set for May 22, 1995.

On November 17, 1994, the parties executed a binding Memorandum of Understanding containing the material terms of a settlement of the case. In consideration of the payment of $28,000,000 by the Company

and its insurers, the plaintiffs agreed to dismiss the action with prejudice. The settlement is subject to court approval and to the right of individual stockholders to opt-out, object to, or otherwise request exclusion from, the class. The preliminary approval hearing by the Court is scheduled for December 15, 1994.

On November 16, 1994, three individual plaintiffs filed an action against the Company and Mr. Saxe in the District Court of Colorado in and for the City and County of Denver. The case is captioned Donald R. Temple, John Temple and Mary Louise Temple v. Synergen, Inc. and Jon Saxe, Case No. 94-CV5717. The complaint alleges violations of state securities law, fraud and misrepresentation.

On Friday, November 18, 1994, two stockholders filed a putative class action suit in the Court of Chancery of the State of Delaware in and for New Castle County against the Company and certain of its officers and directors. The case is captioned Anna Stanley and Len Kahn v. Larry Soll, Gregory D. Abbott, Robert C. Thompson, Arthur H. Hayes, David I. Hirsh, Barry Mactaggart, Glenn S. Utt, Robert F. Hendrickson and Synergen, Inc., Case No. 13892 (Del. Ch. Nov. 18, 1994). The complaint alleges that the Offer and the Merger are unfair to the Company's stockholders and that defendants' actions in connection therewith constitute a breach of defendants' fiduciary duties of loyalty and due care. Plaintiffs seek a preliminary injunction enjoining the Offer and the Merger or, in the event the Offer and the Merger are consummated, an order rescinding the Offer and the Merger, together with an accounting and compensatory damages in an unstated amount.

16. RIGHTS AGREEMENT

Preferred Stock Purchase Rights. On October 21, 1991, the Board declared a dividend of one Right for each outstanding Share. The dividend was paid on November 5, 1991, to stockholders of record on that date. Holders of Shares issued after that date and until the Rights become exercisable receive one Right for each Share. The Rights trade automatically with the Shares and, until the Rights are exercisable, are evidenced by the certificates for the Shares. The terms of the Rights are set forth in the Rights Agreement, a copy of which was filed as Exhibit 1 to the Company's Registration Statement on Form 8-A, as filed with the Securities and Exchange Commission on November 5, 1991, as amended by the Company's Form 8 Amendment, filed on November 7, 1991. Chemical Trust Company of California has assumed all responsibilities as the Rights Agent under the Rights Agreement. The following summary is not complete and is qualified in its entirety by reference to the Rights Agreement.

Each Right will entitle its registered holder to purchase from the Company one one-hundredth of a share of the Series A Preferred Stock. The purchase price for each one-hundredth share of Series A Preferred Stock is $335 (the "Purchase Price"). The Rights will generally become exercisable upon the earlier of (a) the tenth day after the first public disclosure that a person or group has become an "Acquiring Person" (defined below) or (b) the tenth business day after the commencement of a tender or exchange offer that, if consummated, would result in one person or group becoming an Acquiring Person. In general, "Acquiring Person" means any person or group that has beneficial ownership of 20 percent or more of the outstanding Shares, but does not include the Company or certain related entities. Any Rights held by an Acquiring Person or certain transferees of an Acquiring Person will become void at the time the person becomes an Acquiring Person. The Rights expire on November 5, 2001, unless earlier redeemed as described below.

Under certain circumstances, the Rights will entitle their holders to purchase securities other than Series A Preferred Stock. If any person becomes an Acquiring Person (other than pursuant to an offer for all shares determined by the disinterested directors to be fair to the stockholders and in the best interests of the Company and its stockholders (a "Qualifying Offer")), each Right will entitle its holder to purchase upon exercise, for the Purchase Price, Shares with a market value of twice the Purchase Price. In general, if the Company is acquired in a merger or other business combination in which the Company is not the surviving corporation or if 50 percent or more of Company's assets or earnings power is transferred to another entity after there is an Acquiring Person (other than in certain acquisitions following a Qualifying Offer), each Right will entitle its holder to purchase a number of shares of the acquiring entity's common stock with a market value of twice the Purchase Price. However, a merger or other business combination is exempted from this provision if the amount and form of consideration being offered are the same as the amount and form of consideration paid in the Qualifying Offer.

At any time before the earlier of (a) ten days following the first public announcement by Company or an Acquiring Person that the Acquiring Person has become such or (b) November 5, 2001, the Board may redeem the Rights in whole, but not in part, for $.001 per Right (the "Redemption Price"). Under certain circumstances specified in the Rights Agreement, the Rights may be redeemed only with the concurrence of a majority of the Continuing Directors (as defined in the Rights Agreement). If the Board elects to redeem the Rights, the only right of the holders of Rights will be to receive the Redemption Price.

The Rights do not entitle their holders to any rights as stockholders of the Company, such as voting or dividend rights. The Company may amend the Rights Agreement without the approval of any holder of the Rights except as otherwise specified in that agreement.

As provided for in the Rights Agreement, the disinterested directors of the Board have determined that the Offer is a Qualifying Offer. Accordingly, because the amount and the form of the Merger Consideration are the same as the amount and the form of consideration being offered in the Offer, the terms of the Rights Agreement allowing for the exercise of the Rights in connection with a tender offer followed by a second step Merger are inapplicable to the transactions contemplated by the Offer and the Merger.

17. FEES AND EXPENSES. Except as set forth below, Purchaser will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer.

CS First Boston is acting as Dealer Manager in connection with the Offer and has provided certain financial advisory services in connection with the acquisition of the Company. Parent has agreed to pay CS First Boston for its services an initial financial advisory fee of $150,000, an additional financial advisory fee of $350,000 and a transaction fee of $1,000,000. Parent has also agreed to reimburse CS First Boston for all reasonable out-of-pocket expenses incurred by CS First Boston, including the reasonable fees and expenses of legal counsel, and to indemnify CS First Boston against certain liabilities and expenses in connection with its engagement, including certain liabilities under the federal securities laws.

Purchaser and Parent have retained D.F. King & Co., Inc., as the Information Agent, and American Stock Transfer & Trust Company, as the Depositary, in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, telex, telecopy, telegraph and personal interview and may request banks, brokers, dealers and other nominee stockholders to forward materials relating to the Offer to beneficial owners.

As compensation for acting as Information Agent in connection with the Offer, D.F. King & Co., Inc. will be paid reasonable and customary compensation for its services and will also be reimbursed for certain out-of-pocket expenses and may be indemnified against certain liabilities and expenses in connection with the Offer, including certain liabilities under the federal securities laws. Purchaser will pay the Depositary reasonable and customary compensation for its services in connection with the Offer, plus reimbursement for out-of-pocket expenses, and will indemnify the Depositary against certain liabilities and expenses in connection therewith, including under federal securities laws. Brokers, dealers, commercial banks and trust companies will be reimbursed by Purchaser for customary handling and mailing expenses incurred by them in forwarding material to their customers.

18. MISCELLANEOUS. Purchaser is not aware of any jurisdiction where the making of the Offer is prohibited by any administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, Purchaser will make a good faith effort to comply with any such state statute. If, after such good faith effort, Purchaser cannot comply with any such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by the Dealer Manager or by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF PURCHASER OR THE COMPANY NOT CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL, AND IF GIVEN OR

MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

Pursuant to Rule 14d-3 of the General Rules and Regulations under the Exchange Act, Parent and Purchaser have filed with the Commission the Schedule 14D-1, together with exhibits, furnishing certain additional information with respect to the Offer. The Schedule 14D-1 and any amendments thereto, including exhibits, may be inspected at, and copies may be obtained from, the same places and in the same manner as set forth in Section 7 (except that they will not be available at the regional offices of the Commission).

Amgen Acquisition Subsidiary, Inc.

November 23, 1994

SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS OF
PARENT AND PURCHASER

1. Directors and Executive Officers of Parent. The following table sets forth the name and present position(s) with Parent of the directors and executive officers of Parent.

NAME	POSITION(S) WITH PARENT
Gordon M. Binder	Chairman of the Board, Chief Executive Officer and Director
Kevin W. Sharer	President, Chief Operating Officer and Director
Raymond F. Baddour	Director
William K. Bowes, Jr.	Director
Franklin P. Johnson, Jr.	Director
Steven Lazarus	Director
Edward J. Ledder	Director
Gilbert S. Omenn	Director
Bernard H. Semler	Director
N. Kirby Alton	Senior Vice President, Development
Robert K. Andren	Senior Vice President, Operations
Robert S. Attiyeh	Senior Vice President, Finance and Corporate Development
Dennis M. Fenton	Senior Vice President, Sales and Marketing
Daryl D. Hill	Senior Vice President, Asia Pacific
Larry A. May	Vice President, Corporate Controller and Chief Accounting Officer
Daniel Vapnek	Senior Vice President, Research
Thomas E. Workman, Jr.	Vice President, Secretary and General Counsel
Linda R. Wudl	Vice President, Quality Assurance

Set forth below with respect to each director and executive officer of Parent is the present principal occupation or employment, and material occupations, positions, offices or employments for the past five years of each director and executive officer of Parent. Unless otherwise indicated, the current business address of each person is c/o Amgen Inc., Amgen Center, 1840 DeHavilland Drive, Thousand Oaks, California 91320-1789. Each such person is a citizen of the United States of America and unless otherwise indicated, each person has held the position indicated above for the past five years.

MR. GORDON M. BINDER has served as a director of Parent since October 1988. He joined Parent in 1982 as Vice President-Finance and was named Senior Vice President-Finance in February 1986. In October 1988, Mr. Binder was elected to the position of Chief Executive Officer. In July 1990, Mr. Binder was elected to the position of Chairman of the Board.

MR. KEVIN W. SHARER has served as a director of Parent since November 1992. He has served as President and Chief Operating Officer since October 1992. Prior to joining Parent, Mr. Sharer served as President of the Business Markets Division of MCI Communications Corporation, a telecommunications company, from April 1989 to October 1992 and served in numerous executive capacities at General Electric Company from February 1984 to March 1989.

DR. RAYMOND F. BADDOUR has served as a director of Parent since October 1980. Prior to July 1, 1989, Dr. Baddour was Lammot du Pont Professor of Chemical Engineering at the Massachusetts Institute of Technology. As of July 1, 1989, Dr. Baddour became Lammot du Pont Professor Emeritus. Mr. Baddour's business address is c/o CRB, Inc., Attn: Annette C. Baddour, 2600 Douglas Road, Suite 602, Coral Gables, Florida 33134.

MR. WILLIAM K. BOWES, JR. has served as a director of Parent since April 1980. He has been a general partner of U.S. Venture Partners, a venture capital investment entity, since July 1981. Mr. Bowes also serves

as a director of Glycomed Incorporated, Xoma Corporation, and a number of privately held U.S. Venture Partners portfolio companies and serves as the President of Presidio Management Group. Mr. Bowes's business address is U.S. Venture Partners, 2180 Sand Hill Road, Suite 300, Menlo Park, California 94025.

MR. FRANKLIN P. JOHNSON, JR. has served as a director of Parent since October 1980. He is the general partner of Asset Management Partners, a venture capital limited partnership. Mr. Johnson has been a private venture capital investor for more than five years. He is also Chairman of the Board of Boole & Babbage, Inc. and a director of BioSurface Technology, Inc., IDEC Pharmaceuticals Corporation, Ross Stores, Inc., Tandem Computers Incorporated, Teradyne Inc. and Trinzic Corporation. Mr. Johnson's business address is Asset Management Partners, 2275 East Bayshore Road, Suite 150, Palo Alto, California 94303.

MR. STEVEN LAZARUS has served as a director of Parent since May 1987. He has been the President and Chief Executive Officer of the Argonne National Laboratory/The University of Chicago Development Corporation ("ARCH") since it was formed in October 1986. ARCH is involved in the process of transforming scientific discoveries into viable high technology products and services. He is also the Managing Partner of ARCH Venture Fund, L.P. Mr. Lazarus also has been associate dean at the Graduate School of Business, the University of Chicago, since October 1986. Mr. Lazarus also serves as a director of Cobra Industries, Inc., Illinois Superconductor Corporation and Primark Corporation; and as Vice Chairman of the Board of Directors of The Northwestern Healthcare Network, Chicago, Illinois. Mr. Lazarus' business address is ARCH Venture Partners, 135 South LaSalle Street, Suite 3702, Chicago, Illinois 60603.

MR. EDWARD J. LEDDER has served as a director of Parent since January 1991. In April 1981, Mr. Ledder retired as Chairman and Chief Executive Officer of Abbott Laboratories, a corporation in the principal business of developing and providing human healthcare products, where he had been employed in various executive positions since 1939. Mr. Ledder also serves as a director of Alliance International Healthcare Fund.

DR. GILBERT S. OMENN has served as a director of Parent since January 1987. He has been Dean of the School of Public Health and Community Medicine at the University of Washington for more than five years. Dr. Omenn also is a director of Immune Response Corporation and Rohm & Haas Company. Mr. Omenn's business address is School of Public Health, SC-30, University of Washington, Seattle, Washington 98195.

MR. BERNARD H. SEMLER has served as a director of Parent since August 1982. He has been a management consultant since July 1982. From 1974 to July 1982, he was Executive Vice President-Finance of Abbott Laboratories.

DR. N. KIRBY ALTON became Senior Vice President, Development, in August 1993, having served as Senior Vice President, Therapeutic Product Development, since August 1992. Dr. Alton previously served as Vice President, Therapeutic Product Development, Responsible Head, from October 1988 to August 1992 and as Director, Therapeutic Product Development, from February 1986 to October 1988.

DR. ROBERT K. ANDREN became Senior Vice President, Operations, in August 1992, having served as Vice President, Manufacturing and Engineering, since July 1991. Dr. Andren had previously served as Vice President, Pharmaceutical Manufacturing, from October 1988 to July 1991, and as Manager, Pharmaceutical Manufacturing, from June 1985 to October 1988.

MR. ROBERT S. ATTIYEH joined Parent in July 1994 as Senior Vice President, Finance and Corporate Development. Prior to joining Parent, Mr. Attiyeh served as a director of McKinsey & Company from 1967.

DR. DENNIS M. FENTON became Senior Vice President, Sales and Marketing, in August 1992, having served as Vice President, Process Development, Facilities and Manufacturing Services since July 1991. Dr. Fenton had previously served as Vice President, Pilot Plant Operations and Clinical Manufacturing, from October 1988 to July 1991, and as Director, Pilot Plant Operations from 1985 to October 1988.

MR. DARYL D. HILL became Senior Vice President, Asia Pacific, in January 1994, having served as Vice President, Quality Assurance, from October 1988 to January 1994 and as Director of Quality Assurance from January 1984 to October 1988.

MR. LARRY A. MAY became Vice President, Corporate Controller and Chief Accounting Officer in October 1991, having served as Corporate Controller and Chief Accounting Officer from October 1988 to October 1991 and as Controller from January 1983 to October 1988.

DR. DANIEL VAPNEK became Senior Vice President, Research, in October 1988, having served as Vice President, Research since January 1986.

MR. THOMAS E. WORKMAN, JR. was appointed Vice President, Secretary and General Counsel in December 1992, having served as Acting General Counsel since September 1992. Prior to joining the Company, Mr. Workman was an advisory partner of Pillsbury Madison & Sutro, a law firm, from January 1992 to September 1992 and was a regular partner of Pillsbury Madison & Sutro from 1986 through December 1991.

DR. LINDA R. WUDL became Vice President Quality Assurance in January 1994, having served as Director of Quality Control from April 1991 to January 1994, and as Manager of Quality Control from April 1987 to April 1991.

2. Directors and Executive Officers of Purchaser. The following table sets forth the name and present position(s) with Purchaser of the directors and executive officers of Purchaser.

NAME	POSITION(S) WITH PURCHASER
Dr. N. Kirby Alton	Director
Robert S. Attiyeh	Director
Dr. Michael Bevilacqua	Director
Dr. George Morstyn	Director
Dr. Daniel Vapnek	Director
Thomas E. Workman, Jr.	Director, Chief Executive Officer, Secretary and Treasurer

Set forth below with respect to each director and executive officer of Purchaser (other than Messrs. Attiyeh and Workman and Drs. Alton and Vapnek) is the present principal occupation or employment of such persons and material occupations, position, offices or employments for the past five years of each such person. All present positions set forth below are with Parent. Each such person's business address is c/o Amgen Inc., Amgen Center, 1840 DeHavilland Drive, Thousand Oaks, CA 91320-1789, and each person is a citizen of the United States.

For information with respect to Messrs. Attiyeh and Workman and Drs. Alton and Vapnek, please see the information set forth above with respect to their positions with Parent.

DR. MICHAEL BEVILACQUA became a Vice President, Inflammation and Medicinal Chemistry in October 1993. Prior to joining Parent, Dr. Bevilacqua was an Associate Investigator at the Howard Hughes Medical Institute in La Jolla, California as well as an Associate Professor of Pathology at the University of California at Davis from 1991 to 1993. Dr. Bevilacqua was an Assistant Professor of Pathology at Harvard Medical School from 1987 to 1991.

DR. GEORGE MORSTYN became Vice President, Chemical Development and Chief Medical Officer in August 1993 having served as Vice President Medical and Clinical Affairs from April 1992 to August 1993. Between July 1991 and April 1992, Dr. Morstyn held other development related positions at Amgen. Between 1983 and 1991, Dr. Morstyn held various medical and research positions at the University of Melbourne, the Royal Melbourne Hospital, Austin Hospital and the Ludwig Institute for Cancer Research.

Facsimiles of the Letter of Transmittal will be accepted. The Letter of Transmittal and certificates evidencing Shares and any other required documents should be sent or delivered by each stockholder or his broker, dealer, commercial bank, trust company or other nominee to the Depositary at the address set forth below.

The Depositary for the Offer is:

AMERICAN STOCK TRANSFER & TRUST COMPANY

40 Wall Street
46th Floor
New York, New York 10005
Attention: Reorganization Department
Facsimile No.: (718) 234-5001

For Confirmation of Facsimile Transmission
or Other Information:
(718) 921-8200
(800) 937-5449 (Call Toll Free)

Questions or requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses and telephone numbers listed below. Additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent. A stockholder may also contact brokers, dealers, commercial banks or trust companies for assistance concerning the Offer.

The Information Agent for the Offer is:

D. F. KING & CO., INC.

77 Water Street
New York, NY 10005
(212) 269-5550 (Call Collect)
(800) 628-8536 (Call Toll Free)

The Dealer Manager for the Offer is:

CS FIRST BOSTON

Park Avenue Plaza
55 East 52nd Street
New York, NY 10055
(212) 909-2000 (Call Collect)

LETTER OF TRANSMITTAL
TO TENDER SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

SYNERGEN, INC.

PURSUANT TO THE OFFER TO PURCHASE
DATED NOVEMBER 23, 1994

OF

AMGEN ACQUISITION SUBSIDIARY, INC.
A WHOLLY OWNED SUBSIDIARY OF

AMGEN INC.

THIS OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994,
UNLESS THE OFFER IS EXTENDED.

The Depositary for the Offer is:

AMERICAN STOCK TRANSFER & TRUST COMPANY

By Hand, Mail or Overnight Courier:	By Facsimile Transmission:
American Stock Transfer & Trust Company	(718) 234-5001
40 Wall Street	For Confirmation of Facsimile Transmission
46th Floor	or Other Information:
New York, NY 10005	(718) 921-8200
Attention: Reorganization Department	(800) 937-5449 (Call Toll Free)

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

DESCRIPTION OF SHARES TENDERED

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK, EXACTLY AS NAME(S) APPEAR(S) ON SHARE CERTIFICATE(S))	SHARE CERTIFICATE(S) AND SHARE(S) TENDERED (ATTACH ADDITIONAL LIST, IF NECESSARY)		
	SHARE CERTIFICATE NUMBER(S)*	TOTAL NUMBER OF SHARES EVIDENCED BY SHARE CERTIFICATE(S)*	NUMBER OF SHARES TENDERED**
	TOTAL SHARES		

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* Need not be completed by stockholders delivering Shares by book-entry transfer.
** Unless otherwise indicated, it will be assumed that all Shares evidenced by each Share Certificate delivered to the Depositary are being tendered hereby. See Instruction 4.

This Letter of Transmittal is to be completed by stockholders either if certificates evidencing Shares (as defined below) are to be forwarded herewith or if delivery of Shares is to be made by book-entry transfer to the Depositary's account at The Depository Trust Company ("DTC"), the Midwest Securities Trust Company ("MSTC") or the Philadelphia Depository Trust Company ("PDTC") (each a "Book-Entry Transfer Facility" and collectively, the "Book-Entry Transfer Facilities") pursuant to the book-entry transfer procedures described in Section 3 of the Offer to Purchase (as defined below). DELIVERY OF DOCUMENTS TO A BOOK-ENTRY TRANSFER FACILITY DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY. See Instruction 2.

Stockholders whose certificates evidencing Shares ("Share Certificates") are not immediately available or who cannot deliver their Share Certificates and all other documents required hereby to the Depositary prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) or who cannot complete the procedure for delivery by book-entry transfer on a timely basis and who wish to tender their Shares must do so pursuant to the guaranteed delivery procedure described in Section 3 of the Offer to Purchase. See Instruction 2.

/ / CHECK HERE IF SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE DEPOSITARY'S ACCOUNT AT ONE OF THE BOOK-ENTRY TRANSFER FACILITIES AND COMPLETE THE FOLLOWING:

Name of Tendering Institution ----------

Check Box of Applicable Book-Entry Transfer Facility:

(check one)
/ / DTC / / MSTC / / PDTC

Account Number ---------- Transaction Code Number ----------

/ / CHECK HERE IF SHARES ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s) ----------

Window Ticket No. (if any) ----------

Date of Execution of Notice of Guaranteed Delivery ----------

Name of Institution which Guaranteed Delivery ----------

NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Amgen Acquisition Subsidiary, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen Inc., a Delaware corporation, the above-described shares of Common Stock, par value $.01 per share, of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (all shares of such Common Stock from time to time outstanding being, collectively, the "Shares" and unless the context requires otherwise all references to "Shares" shall include a reference to such rights) pursuant to Purchaser's offer to purchase all Shares, at $9.25 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 23, 1994 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which, together with the Offer to Purchase, constitutes the "Offer"). The undersigned understands that Purchaser reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any portion of the Shares tendered pursuant to the Offer.

Subject to, and effective upon, acceptance for payment of the Shares tendered herewith, in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Purchase, all right, title and interest in and to all the Shares that are being tendered hereby (including, without limitation, the associated preferred stock purchase rights) and irrevocably appoints the Depositary the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (i) deliver Share Certificates evidencing such Shares, or transfer ownership of such Shares on the account books maintained by a Book-Entry Transfer Facility, together, in either case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser, (ii) present such Shares for transfer on the books of the Company and (iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints designees of Purchaser, and each of them, as the attorneys and proxies of the undersigned, each with full power of substitution, to vote in such manner as each such attorney and proxy or his substitute shall, in his sole discretion, deem proper and otherwise act (by written consent or otherwise) with respect to all Shares tendered hereby that have been accepted for payment by Purchaser prior to the time of such vote or other action and all Shares and other securities issued in distributions in respect of such Shares, which the undersigned is entitled to vote at any meeting of stockholders of the Company (whether annual or special and whether or not an adjourned or postponed meeting) or consent in lieu of any such meeting or otherwise. This proxy and power of attorney is coupled with an interest in the Shares tendered hereby, is irrevocable and is granted in consideration of, and is effective upon, the acceptance for payment of such Shares by Purchaser in accordance with other terms of the Offer. Such acceptance for payment shall revoke all other proxies and powers of attorney granted by the undersigned at any time with respect to such Shares (and all Shares and other securities issued in distributions in respect of such Shares), and no subsequent proxy or power of attorney shall be given or written consent executed (and if given or executed, shall not be effective) by the undersigned with respect thereto. The undersigned understands that, in order for Shares to be deemed validly tendered, immediately upon Purchaser's acceptance of such Shares for payment, Purchaser must be able to exercise full voting and other rights with respect to such Shares, including, without limitation, voting at any meeting of the Company's stockholders then scheduled.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby, that when such Shares are accepted for payment by Purchaser, Purchaser will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances, and that none of such Shares will be subject to any adverse claim. The undersigned, upon request, shall execute and deliver all additional documents deemed by the Depositary or Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby.

No authority herein conferred or agreed to be conferred shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned. All obligations of the undersigned hereunder shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer. Purchaser's acceptance of such Shares for payment will constitute a binding agreement between the undersigned and Purchaser upon the terms and subject to the conditions of the Offer.

Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please issue the check for the purchase price of all Shares purchased, and return all Share Certificates evidencing Shares not purchased or not tendered in the name(s) of the registered holder(s) appearing above under "Description of Shares Tendered." Similarly, unless

otherwise indicated in the box entitled "Special Delivery Instructions," please mail the check for the purchase price of all Shares purchased and all Share Certificates evidencing Shares not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered holder(s) appearing above under "Description of Shares Tendered." In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the purchase price of all Shares purchased and return all Share Certificates evidencing Shares not purchased or not tendered in the name(s) of, and mail such check and Share Certificates to, the person(s) so indicated. Unless otherwise indicated herein in the box entitled "Special Payment Instructions," please credit any Shares tendered hereby and delivered by book-entry transfer, but which are not purchased by crediting the account at the Book-Entry Transfer Facility designated above. The undersigned recognizes that Purchaser has no obligation, pursuant to the Special Payment Instructions, to transfer any Shares from the name of the registered holder(s) thereof if Purchaser does not purchase any of the Shares tendered hereby.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares purchased or Share Certificates evidencing Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned, or if Shares tendered hereby and delivered by book-entry transfer which are not purchased are to be returned by credit to an account at one of the Book-Entry Transfer Facilities other than that designated above.

Issue / / check / / Share Certificate(s) to:

Name _____
(PLEASE PRINT)
Address _____

_____
(ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

/ / Credit Shares delivered by book-entry transfer and not purchased to the account set forth below:

Check appropriate box:

/ / DTC / / MSTC / / PDTC

Account Number _____

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 5, 6 and 7)

To be completed ONLY if the check for the purchase price of Shares purchased or Share Certificates evidencing Shares not tendered or not purchased are to be mailed to someone other than the undersigned, or to the undersigned at an address other than that shown under "Description of Shares Tendered."

Mail / / check / / Share Certificate(s) to:

Name _____
(PLEASE PRINT)
Address _____
(ZIP CODE)

(TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER)
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

IMPORTANT

STOCKHOLDERS: SIGN HERE
(PLEASE COMPLETE SUBSTITUTE FORM W-9 ON LAST PRINTED PAGE)

_____

_____
SIGNATURE(S) OF HOLDER(S)

DATED:_____, 199___

(Must be signed by registered holder(s) exactly as name(s) appear(s) on Share Certificates or on a security position listing or by person(s) authorized to become registered holder(s) by certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 5.)

Name(s):_____

_____
(PLEASE PRINT)

Capacity (full title):_____

Address:_____

_____
(INCLUDE ZIP CODE)

Area code and Telephone No.:_____

TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NO.:_____
(SEE SUBSTITUTE FORM W-9 ON REVERSE SIDE)

GUARANTEE OF SIGNATURE(S)
(SEE INSTRUCTIONS 1 AND 5)

Authorized Signature:_____

Name:_____
(PLEASE TYPE OR PRINT)

Title:_____

Name of Firm:_____

Address:_____
(INCLUDE ZIP CODE)

Area Code and Telephone No.:_____

Dated:_____, 199___

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. All signatures on this Letter of Transmittal must be guaranteed by a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc., or by a commercial bank or trust company having an office or correspondent in the United States (each of the foregoing being referred to as an "Eligible Institution") unless (i) this Letter of Transmittal is signed by the registered holder(s) of the Shares (which term, for purposes of this document, shall include any participant in a Book-Entry Transfer Facility whose name appears on a security position listing as the owner of such Shares) tendered hereby and such holder(s) has (have) completed neither the box entitled "Special Payment Instructions" nor the box entitled "Special Delivery Instructions" on the reverse hereof or (ii) such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND SHARE CERTIFICATES. This Letter of Transmittal is to be used either if Share Certificates are to be forwarded herewith or if Shares are to be delivered by book-entry transfer pursuant to the procedures set forth in Section 3 of the Offer to Purchase. Share Certificates evidencing all physically tendered Shares, or a confirmation of a book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility of all Shares delivered by book-entry transfer as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by this Letter of Transmittal, must be received by the Depositary at one of its addresses set forth on the reverse hereof prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). If Share Certificates are forwarded to the Depositary in multiple deliveries, a properly completed and duly executed Letter of Transmittal must accompany each such delivery. Stockholders whose Share Certificates are not immediately available, who cannot deliver their Share Certificates and all other required documents to the Depositary prior to the Expiration Date or who cannot complete the procedures for delivery by book-entry transfer on a timely basis may tender their Shares pursuant to the guaranteed delivery procedure described in Section 3 of the Offer to Purchase. Pursuant to such procedures: (i) such tender must be made by or through an Eligible Institution; (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form made available by Purchaser, must be received by the Depositary prior to the Expiration Date; and (iii) the Share Certificates evidencing all physically delivered Shares in proper form for transfer by delivery, or a confirmation of a book-entry transfer into the Depositary's account at a Book-Entry Transfer Facility of all Shares delivered by book-entry transfer, in each case together with a Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Depositary within five Nasdaq National Market trading days after the date of execution of such Notice of Guaranteed Delivery, all as described in Section 3 of the Offer to Purchase.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, SHARE CERTIFICATES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH ANY BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING STOCKHOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted, and no fractional Shares will be purchased. By execution of this Letter of Transmittal (or a facsimile hereof), all tendering stockholders waive any right to receive any notice of the acceptance of their Shares for payment.

3. INADEQUATE SPACE. If the space provided herein under "Description of Shares Tendered" is inadequate, the Share Certificate numbers, the number of Shares evidenced by such Share Certificates and the number of Shares tendered should be listed on a separate schedule and attached hereto.

4. PARTIAL TENDERS (NOT APPLICABLE TO STOCKHOLDERS WHO TENDER BY BOOK-ENTRY TRANSFER). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary herewith are to be tendered hereby, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such cases, new Share Certificate(s) evidencing the remainder of the Shares that were evidenced by the Share Certificates delivered to the Depositary herewith will be sent to the person(s) signing this Letter of Transmittal, unless otherwise provided in the box entitled "Special Delivery Instructions" on the reverse hereof, as soon as practicable after the expiration or termination of the Offer. All Shares evidenced by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL; STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificates evidencing such Shares without alteration, enlargement or any other change whatsoever.

If any Share tendered hereby is owned of record by two or more persons, all such persons must sign this Letter of Transmittal.

If any of the Shares tendered hereby are registered in the names of different holders, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such Shares.

If this Letter of Transmittal is signed by the registered holder(s) of the Shares tendered hereby, no endorsements of Share Certificates or separate stock powers are required, unless payment is to be made to, or Share Certificates evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), in which case, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered holder(s) of the Shares tendered hereby, the Share Certificate(s) evidencing the Shares tendered hereby must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name(s) of the registered holder(s) appear(s) on such Share Certificate(s). Signatures on such Share Certificate(s) and stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Share Certificate or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of such person's authority so to act must be submitted.

6. STOCK TRANSFER TAXES. Except as otherwise provided in this Instruction 6, Purchaser will pay all stock transfer taxes with respect to the sale and transfer of any Shares to it or its order pursuant to the Offer. If, however, payment of the purchase price of any Shares purchased is to be made to, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued in the name of, a person other than the registered holder(s), the amount of any stock transfer taxes (whether imposed on the registered holder(s), such other person or otherwise) payable on account of the transfer to such other person will be deducted from the purchase price of such Shares purchased, unless evidence satisfactory to Purchaser of the payment of such taxes, or exemption therefrom, is submitted. EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE SHARE CERTIFICATES EVIDENCING THE SHARES TENDERED HEREBY.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check for the purchase price of any Shares tendered hereby is to be issued, or Share Certificate(s) evidencing Shares not tendered or not purchased are to be issued, in the name of a person other than the person(s) signing this Letter of Transmittal or if such check or any such Share Certificate is to be sent to someone other than the person(s) signing this Letter of Transmittal or to the person(s) signing this Letter of Transmittal but at an address other than that shown in the box entitled "Description of Shares Tendered" on the reverse hereof, the appropriate boxes on the reverse of this Letter of Transmittal must be completed. Stockholders delivering Shares tendered hereby by book-entry transfer may request that Shares not purchased be credited to such account maintained at a Book-Entry Transfer Facility as such stockholder may designate in the box entitled "Special Payment Instructions" on the reverse hereof. If no such instructions are given, all such Shares not purchased will be returned by crediting the account at the Book-Entry Transfer Facility designated on the reverse hereof as the account from which such Shares were delivered.

8. QUESTIONS AND REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Questions and requests for assistance may be directed to the Information Agent or the Dealer Manager at their respective addresses or telephone numbers set forth below. Additional copies of the Offer to Purchase, this Letter of Transmittal and the Notice of Guaranteed Delivery may be obtained from the Information Agent or from brokers, dealers, commercial banks or trust companies.

9. SUBSTITUTE FORM W-9. Each tendering stockholder is required to provide the Depositary with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9, which is provided under "Important Tax Information" below, and to certify whether such stockholder is subject to backup withholding of federal income tax. If a tendering stockholder has been notified by the Internal Revenue Service that such stockholder is subject to backup withholding, such stockholder must cross out item (2) of the certification box of the Substitute Form W-9, unless such stockholder has since been notified by the Internal Revenue Service that such stockholder is no longer subject to backup withholding. Failure to provide the information on the Substitute Form W-9 may subject the tendering stockholder to 31% federal income tax withholding on the payment of the purchase price of all Shares purchased from such stockholder. If the tendering stockholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such stockholder should write "Applied For" in the space provided for the TIN in Part I of the Substitute Form W-9, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% on all payments of the purchase price to such stockholder until a TIN is provided to the Depositary.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE HEREOF, PROPERLY COMPLETED AND DULY EXECUTED (TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES AND SHARE CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE (AS DEFINED IN THE OFFER TO PURCHASE).

IMPORTANT TAX INFORMATION

Under the federal income tax law, a stockholder whose tendered Shares are accepted for payment is required by law to provide the Depositary (as payer) with such stockholder's correct TIN on Substitute Form W-9 below. If such stockholder is an individual, the TIN is such stockholder's social security number. If the Depositary is not provided with the correct TIN, the stockholder may be subject to a $50 penalty imposed by the Internal Revenue Service. In addition, payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

Certain stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, such individual must submit a statement, signed under penalties of perjury, attesting to such individual's exempt status. Forms of such statements can be obtained from the Depositary. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

If backup withholding applies, the Depositary is required to withhold 31% of any payments made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service.

PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments that are made to a stockholder with respect to Shares purchased pursuant to the Offer, the stockholder is required to notify the Depositary of such stockholder's correct TIN by completing the form below certifying that the TIN provided on Substitute Form W-9 is correct (or that such stockholder is awaiting a TIN), and that (i) such stockholder has not been notified by the Internal Revenue Service that he is subject to backup withholding as a result of a failure to report all interest or dividends or (ii) the Internal Revenue Service has notified such stockholder that such stockholder is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The stockholder is required to give the Depositary the social security number or employer identification number of the record holder of the Shares tendered hereby. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write "Applied For" in the space provided for the TIN in Part I, and sign and date the Substitute Form W-9. If "Applied For" is written in Part I and the Depositary is not provided with a TIN within 60 days, the Depositary will withhold 31% of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary.

PAYER'S NAME: AMERICAN STOCK TRANSFER & TRUST COMPANY

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)	PART I -- Taxpayer Identification Number--For all accounts, enter taxpayer identification number in the box at right. (For most individuals, this is your social security number. If you do not have a number, see OBTAINING A NUMBER in the enclosed Guidelines.) Certify by signing and dating below. NOTE: If the account is in more than one name, see chart in the enclosed Guidelines to determine which number to give the payer.	Part III -- Social Security Number OR Employer Identification Number (If awaiting TIN write "Applied For")
	PART II -- For Payees exempt from backup withholding, see the enclosed Guidelines and complete as instructed therein.	

CERTIFICATION -- Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me); and

(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

CERTIFICATION INSTRUCTIONS -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2). (Also see instructions in the enclosed Guidelines.)

SIGNATURE DATE

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING (OR WILL SOON APPLY FOR) A TAXPAYER IDENTIFICATION NUMBER

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that, notwithstanding the information I provided in Part III of the Substitute Form W-9 (and the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number), all reportable payments made to me prior to the time I provide a properly certified taxpayer identification number to the Depository will be subject to a 31% backup withholding tax.

Signature Date

NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER TO PURCHASE. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

The Information Agent for the Offer is:
D. F. KING & CO., INC.
77 Water Street
New York, New York 10005
(212) 269-5550 (Call Collect)
(800) 628-8536 (Call Toll Free)

The Dealer Manager for the Offer is:
CS FIRST BOSTON
Park Avenue Plaza
55 East 52nd Street
New York, New York 10055
(212) 909-2000 (Call Collect)

NOTICE OF GUARANTEED DELIVERY

FOR

TENDER OF SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

SYNERGEN, INC.
TO

AMGEN ACQUISITION SUBSIDIARY, INC.
A WHOLLY OWNED SUBSIDIARY

OF

AMGEN INC.
(NOT TO BE USED FOR SIGNATURE GUARANTEES)

This Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to accept the Offer (as defined below) if (i) certificates ("Share Certificates") evidencing shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights) are not immediately available, (ii) Share Certificates and all other required documents cannot be delivered to American Stock Transfer & Trust Company, as Depositary (the "Depositary"), prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase (as defined below)) or (iii) the procedures for delivery by book-entry transfer cannot be completed on a timely basis. This Notice of Guaranteed Delivery may be delivered by hand, mail or overnight courier or transmitted by facsimile transmission to the Depositary. See Section 3 of the Offer to Purchase.

The Depositary for the Offer is:

AMERICAN STOCK TRANSFER & TRUST COMPANY

By Hand, Mail or Overnight Courier:

American Stock Transfer & Trust Company
40 Wall Street
46th Floor
New York, NY 10005
Attention: Reorganization Department

By Facsimile Transmission:

(718) 234-5001

For Confirmation of Facsimile Transmission
or Other Information:

(718) 921-8200
(800) 937-5449 (toll free)

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA FACSIMILE TRANSMISSION OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

The undersigned hereby tenders to Amgen Acquisition Subsidiary, Inc., a Delaware corporation and a wholly owned subsidiary of Amgen Inc., a Delaware corporation, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated November 23, 1994 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares specified below pursuant to the guaranteed delivery procedures described in Section 3 of the Offer to Purchase.

Number of Shares: .....
Certificate Nos. (If Available): .....
.....
Check ONE box if Shares will be delivered by book-entry transfer:
/ / The Depository Trust Company
/ / Midwest Securities Trust Company
/ / Philadelphia Depository Trust Company
Account Number: .....
.....
.....

SIGNATURE(S) OF HOLDER(S)

Dated: ....., 199....
Name(s) of Holders: .....
.....
.....

PLEASE TYPE OR PRINT

.....

ADDRESS

.....

ZIP CODE

.....

AREA CODE AND TELEPHONE NO.

GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a firm which is a member of a registered national securities exchange or of the National Association of Securities Dealers, Inc. or which is a commercial bank or trust company having an office or correspondent in the United States, hereby (a) represents that the undersigned has a net long position in Shares or equivalent securities within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, at least equal to the Shares tendered (b) represents that such tender of Shares complies with Rule 14e-4 and (c) guarantees delivery to the Depositary, at its address set forth above, Share Certificates evidencing the Shares tendered hereby, in proper form for transfer, or confirmation of book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company, the Midwest Securities Trust Company or the Philadelphia Depository Trust Company, in each case with delivery of a Letter of Transmittal (or facsimile thereof) properly completed and duly executed, and any other required documents, all within five Nasdaq National Market trading days of the date hereof.

The Eligible Institution that completes this form must communicate the guarantee to the Depositary and must deliver the Letter of Transmittal and Share Certificates to the Depositary within the time period shown herein. Failure to do so could result in a financial loss to such Eligible Institution.

.....	.....
NAME OF FIRM	AUTHORIZED SIGNATURE
.....	.....
ADDRESS	TITLE
.....	Name: .....
ZIP CODE	PLEASE TYPE OR PRINT
.....	Dated: ....., 199....
AREA CODE AND TELEPHONE NO.	

NOTE: DO NOT SEND SHARE CERTIFICATES WITH THIS NOTICE.
----- SHARE CERTIFICATES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

(LOGO)

CS FIRST BOSTON CORPORATION
PARK AVENUE PLAZA
NEW YORK, NEW YORK 10055
TEL: (212) 909-2000

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

SYNERGEN, INC.

AT

$9.25 NET PER SHARE

BY

AMGEN ACQUISITION SUBSIDIARY, INC.
A WHOLLY OWNED SUBSIDIARY OF

AMGEN INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994,
UNLESS THE OFFER IS EXTENDED.

November 23, 1994

To Brokers, Dealers, Commercial Banks,
Trust Companies and Other Nominees:

We have been engaged by Amgen Acquisition Subsidiary, Inc. a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen Inc., a Delaware corporation ("Parent"), to act as Dealer Manager in connection with Purchaser's offer to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights) at $9.25 per Share, net to the seller in cash without interest thereon, upon the terms and subject to the conditions set forth in Purchaser's Offer to Purchase dated November 23, 1994 (the "Offer to Purchase") and the related Letter of Transmittal (which, together with the Offer to Purchase, constitute the "Offer") enclosed herewith.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES THAT CONSTITUTES AT LEAST A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS (INCLUDING SHARES ISSUABLE UPON EXERCISE OF OUTSTANDING EMPLOYEE AND DIRECTOR STOCK OPTIONS, BUT EXCLUDING SHARES ISSUABLE UPON EXERCISE OF OUTSTANDING WARRANTS, RIGHTS OR OTHER SECURITIES TO PURCHASE OR ACQUIRE SHARES).

For your information and for forwarding to your clients for whom you hold shares registered in your name or in the name of your nominee, or who hold shares registered in their own names, we are enclosing the following documents:

1. Offer to Purchase, dated November 23, 1994;

2. Letter of Transmittal to be used by holders of Shares in accepting the Offer and tendering Shares;

3. Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents are not immediately available or cannot be delivered to American Stock Transfer & Trust Company (the "Depositary") by the Expiration Date (as defined in the Offer to Purchase) or if the procedure for book-entry transfer cannot be completed by the Expiration Date;

4. A letter to stockholders of the Company from Gregory B. Abbott, President and Chief Executive Officer of the Company, together with a Solicitation/Recommendation Statement on Schedule 14D-9 filed with the Securities and Exchange Commission by the Company;

5. A letter, which may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Offer;

6. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9; and

7. A return envelope addressed to the Depositary.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), Purchaser will be deemed to have accepted for payment (and thereby purchased) all Shares that are validly tendered prior to the Expiration Date and not properly withdrawn, if and when Purchaser gives oral or written notice to the Depositary of Purchaser's acceptance of such Shares for payment pursuant to the Offer. In all cases, payment for Shares purchased pursuant to the Offer will be made only after timely receipt by the Depositary of certificates for such Shares, or timely confirmation of a book-entry transfer of such Shares into the Depositary's account at The Depository Trust Company, the Midwest Securities Trust Company or the Philadelphia Depository Trust Company, pursuant to the procedures described in Section 3, "Procedure for Accepting the Offer and Tendering Shares," of the Offer to Purchase, a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by the Letter of Transmittal.

Purchaser will not pay any fees or commissions to any broker or dealer or other person (other than the Dealer Manager as described in the Offer) in connection with the solicitation of tenders of Shares pursuant to the Offer. The Purchaser will, however, reimburse you for customary mailing and handling expenses incurred by you in forwarding any of the enclosed materials to your clients.

Purchaser will pay or cause to be paid any transfer taxes payable with respect to the transfer of Shares to it, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994, UNLESS THE OFFER IS EXTENDED.

In order to take advantage of the Offer, a duly executed and properly completed Letter of Transmittal (or facsimile thereof), with any required signature guarantees and any other required documents, should be sent to the Depositary, and certificates representing the tendered Shares should be delivered or such Shares should be tendered by book-entry transfer, all in accordance with the Instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If holders of Shares wish to tender, but it is impracticable for them to forward their certificates or other required documents prior to the expiration of the Offer, a tender may be effected by following the guaranteed delivery procedures specified under Section 3, "Procedure for Tendering Shares," in the Offer to Purchase.

Any inquiries you may have with respect to the Offer should be addressed to CS First Boston Corporation or D. F. King & Co., Inc. (the "Information Agent") at their respective addresses and telephone numbers set forth on the back cover page of the Offer to Purchase.

Additional copies of the enclosed materials may be obtained from the undersigned, at CS First Boston Corporation, telephone (212) 909-2000 (collect) or by calling the Information Agent, D.F. King & Co., Inc., at (212) 269-5550 (collect) or (800) 628-8536 (toll free), or from brokers, dealers, commercial banks or trust companies.

Very truly yours,

CS First Boston Corporation

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON THE AGENT OF PARENT, PURCHASER, THE DEALER MANAGER, THE INFORMATION AGENT OR THE DEPOSITARY, OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR TO MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH
ALL OUTSTANDING SHARES OF COMMON STOCK
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)

OF

SYNERGEN, INC.
AT

$9.25 NET PER SHARE
BY

AMGEN ACQUISITION SUBSIDIARY, INC.
A WHOLLY OWNED SUBSIDIARY OF

AMGEN INC.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994,
UNLESS THE OFFER IS EXTENDED.

November 23, 1994

To Our Clients:

Enclosed for your consideration are an Offer to Purchase, dated November 23, 1994 (the "Offer to Purchase"), and a related Letter of Transmittal relating to an offer by Amgen Acquisition Subsidiary, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen, a Delaware corporation ("Parent"), to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company") including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights), at a price of $9.25 per Share, net to the seller in cash without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase and in the related Letter of Transmittal (which together constitute the "Offer"). We are the holder of record of Shares held by us for your account. A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

We request instructions as to whether you wish to have us tender on your behalf any or all of the Shares held by us for your account, upon the terms and subject to the terms and conditions set forth in the Offer.

Your attention is invited to the following:

1. The tender price is $9.25 per Share, net to the seller in cash.

2. The Offer is being made for all outstanding Shares.

3. The Board of Directors of the Company unanimously has determined that the Offer and the Merger Agreement (as defined in the Offer to Purchase) are fair to, and in the best interests of, the stockholders of the Company, has approved the Offer, the Merger Agreement and the Merger and recommends that stockholders accept the Offer and tender their Shares pursuant to the Offer.

4. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on Wednesday, December 21, 1994, unless the Offer is extended.

5. The Offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the Offer a number of Shares that constitutes at least a majority of Shares outstanding on a fully diluted basis (including Shares issuable upon exercise of outstanding employee and director stock options, but excluding Shares issuable upon exercise of outstanding warrants, rights or other securities to purchase or acquire Shares).

6. Stockholders who tender Shares will not be obligated to pay brokerage fees or commissions, solicitation fees or, except as otherwise provided in Instruction 6 of the Letter of Transmittal, transfer taxes with respect to the purchase of Shares by Purchaser pursuant to the Offer.

The Offer is made solely by the Offer to Purchase and the related Letter of Transmittal and is being made to all holders of Shares. Purchaser is not aware of any state where the making of the Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, Purchaser will make a good faith effort to comply with such state statute. If, after such good faith effort, Purchaser cannot comply with such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. If any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by CS First Boston Corporation or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

If you wish to have us tender any or all of your Shares, please complete, execute and return to us the instruction form contained in this letter. An envelope in which to return your instructions to us is enclosed. Your instructions should be forwarded to us in ample time to permit us to submit a tender on your behalf prior to the expiration of the Offer. If you authorize the tender of your Shares, all such Shares will be tendered unless otherwise specified on the instruction form set forth below.

INSTRUCTIONS WITH RESPECT TO THE OFFER
TO PURCHASE FOR CASH ALL OUTSTANDING SHARES OF COMMON STOCK
OF SYNERGEN, INC.

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated November 23, 1994, and the related Letter of Transmittal (which together constitute the "Offer") in connection with the offer by Amgen Acquistion Subsidiary, Inc., a Delaware corporation, and a wholly owned subsidiary of Amgen Inc., a Delaware corporation, to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation, including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights).

This will instruct you to tender the number of Shares indicated below (or, if no number is indicated below, all Shares) that are held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the Offer.

Number of Shares to be Tendered:*

Shares

Account Number:
Dated: , 199

* Unless otherwise indicated, it will be assumed that all Shares held by us for your account are to be tendered.

SIGN HERE

_____
Signature(s)

_____
Please type or print name(s)

_____
Please type or print address

_____
Area Code and Telephone Number

_____
Taxpayer Identification or
Social Security Number

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER--Social Security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employer identification numbers have nine digits separated by one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF --
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, either person.(1)
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
5. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor or incompetent person(3)
7. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)

FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION NUMBER OF --
8. Sole proprietorship account	The owner(4)
9. A valid trust, estate, or pension trust	The legal entity (Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title)(5)
10. Corporate account	The corporation
11. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
12. Partnership account	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish.

(2) Circle the minor's name and furnish the minor's social security number.

(3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.

(4) Show the name of the owner. Owner may use either owner's social security number or owner's employer identification number.

(5) List first and circle the name of the valid trust, estate or pension trust.

NOTE: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER (TIN) ON SUBSTITUTE FORM W-9
(SECTION REFERENCES ARE TO THE INTERNAL REVENUE CODE.)
PAGE 2

NAME
If you are an individual, generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name and both the last name shown on your social security card and your new last name.

OBTAINING A NUMBER
If you don't have a taxpayer identification number ("TIN"), or if you do not know your TIN, apply for one immediately. To apply, obtain Form SS-5, Application for a Social Security Number Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service ("IRS").

PAYEES AND PAYMENTS EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on all payments include the following:

- A corporation.
- An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under section 403(b)(7).
- The United States or any of its agencies or instrumentalities.
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies or instrumentalities.
- An international organization or any of its agencies or instrumentalities.
- A foreign central bank of issue.
- A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A real estate investment trust.
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A common trust fund operated by a bank under section 584(a).
- A financial institution.
- A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.
- A trust exempt from tax under section 664 or described in section 4947.

Payments of dividends not generally subject to backup withholding also include the following:
- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments made by certain foreign organizations.

Payments of interest generally not subject to backup withholding include the following:
- Payments of interest on obligations issued by individuals.
  Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.
- Payments of tax-exempt interest (including exempt interest dividends under section 852).
- Payments described in section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Mortgage interest paid by you.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under those sections.

PRIVACY ACT NOTICE.--Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. You must provide your TIN whether or not you are qualified to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payor. Certain penalties may also apply.

PENALTIES
(1) FAILURE TO FURNISH TIN.--If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
(2) CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.--If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.
(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION.--Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX
CONSULTANT OR THE INTERNAL REVENUE SERVICE

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares. The Offer is made solely by the Offer to Purchase dated November 23, 1994 and the related Letter of Transmittal, and is being made to all holders of Shares. Purchaser is not aware of any state where the making of the Offer is prohibited by administrative or judicial action pursuant to any valid state statute. If Purchaser becomes aware of any valid state statute prohibiting the making of the Offer or the acceptance of Shares pursuant thereto, Purchaser will make a good faith effort to comply with such state statute. If, after such good faith effort, Purchaser cannot comply with such state statute, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the holders of Shares in such state. In any jurisdiction where the securities, blue sky or other laws require the offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of Purchaser by CS First Boston Corporation ("CS First Boston") or one or more registered brokers or dealers licensed under the laws of such jurisdiction.

Notice of Offer to Purchase for Cash

All Outstanding Shares of Common Stock
(including the associated preferred stock purchase rights)

of

Synergen, Inc.
at

$9.25 NET PER SHARE

by

Amgen Acquisition Subsidiary, Inc.
a wholly owned subsidiary of

Amgen Inc.

Amgen Acquisition Subsidiary, Inc., a Delaware corporation ("Purchaser") and a wholly owned subsidiary of Amgen Inc., a Delaware corporation ("Amgen"), is offering to purchase all outstanding shares of Common Stock, par value $.01 per share (the "Shares"), of Synergen, Inc., a Delaware corporation (the "Company"), including the associated preferred stock purchase rights (unless the context requires otherwise, all references to "Shares" shall include a reference to such rights), at a price of $9.25 per Share, net to the seller in cash, without interest thereon, upon the terms and subject to the conditions set forth in the Offer to Purchase dated November 23, 1994 (the "Offer to Purchase") and in the related Letter of Transmittal (which together constitute the "Offer"). Following the Offer, Purchaser intends to effect the Merger described below.

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT,
NEW YORK CITY TIME, ON WEDNESDAY, DECEMBER 21, 1994,
UNLESS THE OFFER IS EXTENDED.

THE OFFER IS CONDITIONED UPON, AMONG OTHER THINGS, THERE BEING VALIDLY TENDERED AND NOT WITHDRAWN PRIOR TO THE EXPIRATION OF THE OFFER A NUMBER OF SHARES THAT CONSTITUTES AT LEAST A MAJORITY OF THE SHARES OUTSTANDING ON A FULLY DILUTED BASIS (INCLUDING SHARES ISSUABLE UPON EXERCISE OF OUTSTANDING EMPLOYEE AND DIRECTOR STOCK OPTIONS, BUT EXCLUDING SHARES ISSUABLE UPON EXERCISE OF OUTSTANDING WARRANTS, RIGHTS OR OTHER SECURITIES TO PURCHASE OR ACQUIRE SHARES).

The Offer is being made pursuant to an Agreement and Plan of Merger dated as of November 17, 1994 (the "Merger Agreement") among Amgen, Purchaser and the Company. The Merger Agreement provides that, among other things, as soon as practicable after the purchase of the Shares pursuant to the Offer and the satisfaction or waiver of the other conditions set forth in the Merger Agreement and in accordance with relevant provisions of the General Corporation Law of the State of Delaware ("Delaware Law"), Purchaser will be merged with and into the Company (the "Merger"). Following consummation of the Merger, the Company will continue as the surviving corporation (the "Surviving Corporation") and will be a wholly owned subsidiary of Amgen. At the effective time of the Merger (the 'Effective Time"), each Share issued and outstanding immediately prior to the Effective Time (other than Shares held in the treasury of the Company, or owned by Purchaser, Amgen or any direct or indirect wholly owned subsidiary of Purchaser, Amgen or the Company, and other than Shares held by stockholders who shall have demanded and perfected appraisal rights, if any, under Delaware Law) will be cancelled and converted automatically into the right to receive $9.25 in cash, or any higher price that may he paid per Share in the Offer, without interest.

THE BOARD OF DIRECTORS OF THE COMPANY UNANIMOUSLY HAS DETERMINED THAT THE OFFER AND THE MERGER ARE FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS, HAS APPROVED THE OFFER, THE MERGER AGREEMENT AND THE MERGER AND RECOMMENDS THAT HOLDERS OF SHARES OF THE COMPANY ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

For purposes of the Offer, Purchaser will be deemed to have accepted for payment (and thereby purchased) Shares validly tendered and not properly withdrawn if and when Purchaser gives oral or written notice to American Stock Transfer & Trust Company (the "Depositary") of Purchaser's acceptance for payment of such Shares pursuant to the Offer. Upon the terms and subject to the conditions of the Offer, payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the purchase price therefor with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payments from Purchaser and transmitting such payments to tendering stockholders whose Shares have been accepted for payment. UNDER NO CIRCUMSTANCES WILL INTEREST ON THE PURCHASE PRICE FOR THE SHARES BE PAID, REGARDLESS OF ANY DELAY IN MAKING SUCH PAYMENT. In all cases, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of (i) the certificates evidencing such Shares (the "Share Certificates") or timely confirmation (a "Book-Entry Confirmation") of a book-entry transfer of such Shares into the Depositary's account at one of the Book-Entry Transfer Facilities (as defined in Section 2 of the Offer to Purchase) pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees or an Agent's Message, as defined below, in connection with a book-entry transfer and (iii) any other documents required under the Letter of Transmittal. The term "Agent's Message" means a message, transmitted by a Book-Entry Transfer Facility to, and received by, the Depositary and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgement from the participant in such Book-Entry Transfer Facility tendering the Shares that are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that Purchaser may enforce such agreement against such participant.

Subject to the terms and conditions of the Merger Agreement, Purchaser expressly reserves the right, at any time and from time to time, to extend the period of time during which the Offer is open, including the occurrence of any condition specified in Section 14 of the Offer to Purchase, by giving oral or written notice of such extension to the Depositary. Any such extension will be followed as promptly as practicable by public announcement thereof, such announcement to be made not later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date of the Offer. During any such extension, all Shares previously tendered and not withdrawn will remain subject to the Offer and to the rights of a tendering stockholder to withdraw such stockholder's Shares.

Tenders of Shares made pursuant to the Offer are irrevocable except that such Shares may be withdrawn at any time prior to 12:00 Midnight, New York City time, on Wednesday, December 21, 1994 (or the latest time and date at which the Offer, if extended by Purchaser, shall expire) and, unless theretofore accepted for payment by Purchaser pursuant to the Offer, may also be withdrawn at any time after January 21, 1995. For the withdrawal to be effective, a written, telegraphic, telex or facsimile transmission notice of withdrawal must be timely received by the Depositary at its address set forth on the back cover page of the Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn and the name of the registered holder of such Shares, if different from that of the person who tendered such Shares. If Share Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Share Certificates, the serial numbers shown on such Share Certificates must be submitted to the Depositary and the signature(s) on the notice of withdrawal must be guaranteed by an Eligible Institution (as defined in Section 3 of the Offer to Purchase), unless such Shares have been tendered for the account of an Eligible Institution. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the

withdrawn Shares and must otherwise comply with such Book-Entry Transfer Facility's procedures. All questions as to the form and validity (including the time of receipt) of any notice of withdrawal will be determined by Purchaser, in its sole discretion, whose determination will be final and binding.

The information required to be disclosed by Rule 14d-6(e)(1)(vii) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided Purchaser with the Company's stockholder list and security position listings for the purpose of disseminating the Offer to holders of Shares. The Offer to Purchase and the related Letter of Transmittal will be mailed to record holders of Shares whose names appear on the Company's stockholder list and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

THE OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Questions and requests for assistance or for copies of the Offer to Purchase and the related Letter of Transmittal, and other tender offer materials may be directed to the Information Agent or the Dealer Manager as set forth below, and copies will be furnished promptly at Purchaser's expense. No fees or commissions will be paid to brokers, dealers or other persons (other than the Dealer Manager) for soliciting tenders of Shares pursuant to the Offer.

The Information Agent for the Offer is:

D. F. KING & CO., INC.

77 Water Street
New York, New York 10005
(212) 269-5550 (Call Collect)
(800) 628-8536 (Call Toll Free)

The Depositary for the Offer is:

AMERICAN STOCK TRANSFER & TRUST COMPANY

By Mail, Hand/Overnight Courier:
40 Wall Street
46th Floor
New York, New York
(718) 921-8200
(800) 937-5449 (Call Toll Free)

The Dealer Manager for the Offer is:

CS First Boston

Park Avenue Plaza
55 East 52nd Street
New York, New York 10055
(212) 909-2000 (Call Collect)

November 23, 1994

AMGEN TO ACQUIRE SYNERGEN FOR $9.25 PER SHARE

Amgen Contact:	Amgen Contact:	Synergen Contact:
Sarah H. Crampton	David Kaye	Susan Eustes
Director, Investor Relations,	Manager	Director
Corporate Communications	Product Communications	Investor Relations
Amgen	Amgen	Synergen
(805) 447-1659	(805) 447-6692	(303) 938-6242

FOR IMMEDIATE RELEASE

THOUSAND OAKS, Calif., November 18, 1994 -- Amgen and Synergen today announced that they have entered into a definitive agreement through which Amgen will acquire Synergen.

Under the merger agreement, Amgen will commence a cash tender offer for all outstanding shares of Synergen common stock for $9.25 per share. Any shares not purchased in the offer will be acquired for the same price in cash, in a second-step merger. Synergen currently has approximately 25,900,000 shares outstanding.

In the merger, Amgen will acquire Synergen's product pipeline, which includes Glial Derived Neurotrophic Factor (GDNF), Tumor Necrosis Factor binding protein (TNFbp), Interleukin-1 receptor antagonist (IL-1ra), Nerve Growth Factor (NGF) and Ciliary Neurotrophic Factor (CNTF). NGF and CNTF were being developed jointly with Syntex (USA) Inc.

Upon completion of the merger, Amgen will direct one of the strongest and most diversified inflammation and neurobiology research programs in the biotechnology industry.

"This acquisition is a unique strategic fit between Synergen's capabilities and product candidates in neurobiology and inflammation and Amgen's expanding programs in these two medically important areas," said Gordon Binder, Amgen's chairman and chief executive officer.

"The integration of Amgen and Synergen neurobiology and inflammation research people and product candidates will expand and accelerate Amgen's programs in these challenging therapeutic areas. We are particularly enthusiastic about GDNF, a potential neurobiology product in pre-clinical studies, and TNFbp, now in clinical trials. We are very pleased to have entered into this agreement with Synergen."

-- MORE --

"Perhaps the most important aspect of this agreement, and the one that gives me great personal satisfaction, is the potential opportunity for Amgen to do what it does best, that is to provide very ill patients with medicines that can improve both their health and the quality of their lives," Binder said.

Gregory Abbott, Synergen's president and chief executive officer, said, "The merger represents an optimal strategic solution for Synergen's stockholders and employees, one that builds on each company's outstanding scientific capabilities. This combination of highly complementary research organizations will propel the rapid development of Synergen's products for treating neurological and inflammatory diseases."

The proposed acquisition is subject to the purchase of a majority of the outstanding shares of Synergen common stock in the tender offer, clearance under the Hart-Scott-Rodino Antitrust Improvements Act, and various other conditions. The offer will begin no later than November 29, 1994 and will remain open for a minimum of 20 business days. CS First Boston has been retained to act as dealer/manager of the tender offer. Morgan Stanley provided financial advisory services to Synergen's board of directors. Amgen and Synergen anticipate that the acquisition will be completed by December 31, 1994.

Amgen anticipates that the acquisition will result in an immediate one-time after-tax charge to earnings of approximately $130 million, or $0.93 per share for the year, primarily associated with the write-off of in-process research and development and other costs associated with the acquisition. The acquisition is expected to reduce earnings by about $0.10 per share in 1995 and by $0.05 in 1996, as a result of increased research and development expenditures. Thereafter, the acquisition should be neutral or beneficial to earnings.

Amgen (NASDAQ: AMGN), the world's largest biotechnology company, discovers, develops, manufactures and markets human therapeutics based on advanced cellular and molecular biology. With 1993 sales of more than $1.3 billion, Amgen has more than 3,300 staff members and operations in 14 countries.

Synergen (NASDAQ: SYGN), is a biotechnology company in Boulder, Colorado engaged in the discovery, development and manufacture of protein-based pharmaceuticals. The company's research has been primarily concentrated in inflammation and neurobiology.

AMGEN COMMENCES TENDER OFFER FOR SYNERGEN AT $9.25 PER SHARE

Thousand Oaks, California -- November 23, 1984 -- Amgen Inc. announced that its subsidiary, Amgen Acquisition Subsidiary, Inc. today commenced a cash tender offer at $9.25 net per share for all outstanding shares of Common Stock, par value $.01 per share, of Synergen, Inc. The offer and withdrawal rights will expire at 12:00 midnight, New York City time on Wednesday, December 21, 1994, unless extended.

The offer is being made pursuant to a Merger Agreement among Amgen, Amgen Acquisition and Synergen. The Board of Directors of Synergen, Inc. unanimously has determined that the offer and the merger are fair to, and in the best interests of Synergen and its stockholders, has approved the offer, the Merger Agreement and the Merger and recommends that stockholders accept the offer and tender their shares pursuant to the offer. Morgan Stanley & Co. Incorporated, and Alex. Brown & Sons Incorporated, which acted as financial advisors to Synergen, advised the Board of Directors of Synergen that the consideration to be received by the stockholders of Synergen pursuant to each of the offer and the merger is fair to the stockholders of Synergen, from a financial point of view.

The offer is conditioned upon, among other things, there being validly tendered and not withdrawn prior to the expiration of the offer a number of shares of Common Stock of Synergen constituting a majority of the shares of Synergen's Common Stock then outstanding on a fully diluted basis (including shares issuable upon exercise of outstanding employee and director stock options but excluding shares issuable upon exercise of warrants, rights or other securities to purchase or acquire shares of Common Stock). The Merger Agreement provides that as soon as practicable after the purchase of the shares pursuant to the offer and the satisfaction of the other conditions set forth in the Merger Agreement, Amgen Acquisition will be merged into Synergen and each share of Synergen's Common Stock outstanding immediately prior to the merger will be converted into the right to receive $9.25 per share in cash, or any higher price per share that may be paid pursuant to the offer, without interest.

CS First Boston is acting as Dealer Manager for the offer and as financial advisor as Amgen.

Amgen (Nasdaq: AMGN), the largest biotechnology company, discovers, develops, manufactures and markets human therapeutics based on advanced cellular and molecular biology. With 1993 sales of more than $1.3 billion, Amgen has more than 3,300 staff members and operations in 14 countries.

Synergen (Nasdaq: SYGN) is a biotechnology company in Boulder, Colorado engaged in the discovery, development and manufacture of protein-based pharmaceuticals. Synergen's research has been primarily concentrated in inflammation and neurobiology.

For further information contact D.F. King & Co., Inc., toll free at (800) 628-8536.