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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2011

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission file number 000-12477

Amgen Inc.

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	**95-3540776** (I.R.S. Employer Identification No.)
One Amgen Center Drive, Thousand Oaks, California (Address of principal executive offices)	**91320-1799** (Zip Code)

(805) 447-1000
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or Section 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act) Yes ☐ No ☑

As of October 26, 2011, the registrant had 876,544,275 shares of common stock, $0.0001 par value, outstanding.

AMGEN INC.

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PART I — FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

AMGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(In millions, except per share data)
(Unaudited)

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Revenues:				
Product sales	$ 3,877	$ 3,759	$ 11,388	$ 10,900
Other revenues	67	57	221	312
Total revenues	3,944	3,816	11,609	11,212
Operating expenses:				
Cost of sales (excludes amortization of certain acquired intangible assets presented separately)	605	587	1,771	1,648
Research and development	761	719	2,316	2,040
Selling, general and administrative	1,125	957	3,278	2,827
Amortization of certain acquired intangible assets	74	74	221	221
Other	854	—	873	(1)
Total operating expenses	3,419	2,337	8,459	6,735
Operating income	525	1,479	3,150	4,477
Interest expense, net	158	150	415	442
Interest and other income, net	87	105	364	283
Income before income taxes	454	1,434	3,099	4,318
Provision for income taxes	—	198	350	713
Net income	$ 454	$ 1,236	$ 2,749	$ 3,605
Earnings per share:				
Basic	$ 0.50	$ 1.29	$ 2.98	$ 3.73
Diluted	$ 0.50	$ 1.28	$ 2.96	$ 3.71
Shares used in calculation of earnings per share:				
Basic	907	958	922	966
Diluted	914	962	930	971
Dividends paid per share	$ 0.28	$ —	$ 0.28	$ —

See accompanying notes.

AMGEN INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except per share data)
(Unaudited)

	September 30, 2011	December 31, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 3,891	$ 3,287
Marketable securities	13,785	14,135
Trade receivables, net	2,725	2,335
Inventories	2,357	2,022
Other current assets	1,672	1,350
Total current assets	24,430	23,129
Property, plant and equipment, net	5,391	5,522
Intangible assets, net	2,683	2,230
Goodwill	11,768	11,334
Other assets	1,493	1,271
Total assets	$ 45,765	$ 43,486
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 734	$ 716
Accrued liabilities	4,197	3,366
Commercial paper borrowings	300	—
Current portion of long-term debt	84	2,488
Total current liabilities	5,315	6,570
Long-term debt	13,881	10,874
Other non-current liabilities	3,016	2,098
Contingencies and commitments		
Stockholders' equity:		
Common stock and additional paid-in capital; $0.0001 par value; 2,750 shares authorized; outstanding - 879 shares in 2011 and 932 shares in 2010	27,602	27,299
Accumulated deficit	(4,167)	(3,508)
Accumulated other comprehensive income	118	153
Total stockholders' equity	23,553	23,944
Total liabilities and stockholders' equity	$ 45,765	$ 43,486

See accompanying notes.

AMGEN INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions)
(Unaudited)

	Nine months ended September 30,	
	2011	**2010**
Cash flows from operating activities:		
Net income	$ 2,749	$ 3,605
Depreciation and amortization	799	756
Stock-based compensation expense	245	248
Other items, net	31	119
Changes in operating assets and liabilities, net of acquisitions:		
Trade receivables, net	(386)	(317)
Inventories	(273)	164
Other assets	(78)	(90)
Accounts payable	(5)	185
Accrued income taxes	(329)	(802)
Other accrued liabilities	782	(89)
Net cash provided by operating activities	3,535	3,779
Cash flows from investing activities:		
Purchases of property, plant and equipment	(343)	(398)
Cash paid for acquisitions, net of cash acquired	(701)	—
Purchases of marketable securities	(18,481)	(11,620)
Proceeds from sales of marketable securities	18,373	8,001
Proceeds from maturities of marketable securities	575	430
Other	11	(74)
Net cash used in investing activities	(566)	(3,661)
Cash flows from financing activities:		
Repurchases of common stock	(3,017)	(2,594)
Repayment of debt	(2,500)	—
Dividends paid	(255)	—
Net proceeds from issuance of debt	2,973	2,471
Net proceeds from issuance of commercial paper	300	—
Other	134	72
Net cash used in financing activities	(2,365)	(51)
Increase in cash and cash equivalents	604	67
Cash and cash equivalents at beginning of period	3,287	2,884
Cash and cash equivalents at end of period	$ 3,891	$ 2,951

See accompanying notes.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
September 30, 2011
(Unaudited)

1. Summary of significant accounting policies

Business

Amgen Inc. (including its subsidiaries, referred to as "Amgen," "the Company," "we," "our" or "us") is a global biotechnology medicines company that discovers, develops, manufactures and markets medicines for grievous illnesses. We concentrate on innovating novel medicines based on advances in cellular and molecular biology, and we operate in one business segment: human therapeutics.

Basis of presentation

The financial information for the three and nine months ended September 30, 2011 and 2010, is unaudited but includes all adjustments (consisting of only normal recurring adjustments, unless otherwise indicated), which Amgen considers necessary for a fair presentation of its condensed consolidated results of operations for those periods. Interim results are not necessarily indicative of results for the full fiscal year.

The condensed consolidated financial statements should be read in conjunction with our consolidated financial statements and the notes thereto contained in our Annual Report on Form 10-K for the year ended December 31, 2010, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011.

Principles of consolidation

The condensed consolidated financial statements include the accounts of Amgen as well as its wholly owned subsidiaries. We do not have any significant interests in any variable interest entities. All material intercompany transactions and balances have been eliminated in consolidation.

Use of estimates

The preparation of condensed consolidated financial statements in conformity with accounting principles generally accepted in the United States (GAAP) requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. Actual results may differ from those estimates.

Revenue recognition for arrangements with multiple-deliverables

From time to time, we enter into arrangements for the research and development (R&D), manufacture and/or commercialization of products and product candidates. These arrangements may require us to deliver various rights, services and/or goods across the entire life cycle of a product or product candidate, including (i) intellectual property rights/licenses, (ii) R&D services, (iii) manufacturing services and/or (iv) commercialization services. The underlying terms of these arrangements generally provide for consideration to Amgen in the form of non-refundable upfront license payments, R&D and commercial performance milestone payments, cost sharing and/or royalty payments.

In October 2009, a new accounting standard was issued that amends the guidance on the accounting for arrangements involving the delivery of more than one element. This standard addresses the determination of the unit(s) of accounting for multiple-element arrangements and how the arrangement's consideration should be allocated to each unit of accounting. The Company adopted this new accounting standard on a prospective basis for all multiple-element arrangements entered into on or after January 1, 2011, and for any multiple-element arrangements that were entered into prior to January 1, 2011, but materially modified on or after January 1, 2011.

Pursuant to the new standard, each required deliverable is evaluated to determine whether it qualifies as a separate unit of accounting. For Amgen this determination is generally based on whether the deliverable has "stand-alone value" to the customer. The arrangement's consideration is then allocated to each separate unit of accounting based on the relative selling price of each deliverable. The estimated selling price of each deliverable is determined using the following hierarchy of values: (i) vendor-specific objective evidence of fair value, (ii) third-party evidence of selling price and (iii) best estimate of selling price (BESP). The BESP reflects our best estimate of what the selling price would be if the deliverable was regularly sold by us on a stand-alone basis. We expect, in general, to use the BESP for allocating consideration to each deliverable. In general, the consideration allocated to each unit

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

of accounting is then recognized as the related goods or services are delivered, limited to the consideration that is not contingent upon future deliverables.

For multiple-element arrangements entered into prior to January 1, 2011, and not materially modified thereafter, we continue to apply our prior accounting policy with respect to such arrangements. Under this policy, in general, revenue from non-refundable, up-front fees related to intellectual property rights/licenses where we have continuing involvement is recognized ratably over the estimated period of ongoing involvement because there is no objective and reliable evidence of fair value for any undelivered item to allow the delivered item to be considered a separate unit of accounting. This requirement with respect to the fair value of undelivered items was eliminated in the newly issued accounting standard. In general, the consideration with respect to the other deliverables is recognized when the goods or services are delivered.

Under all of our multiple-element arrangements, consideration associated with at risk substantive performance milestones is recognized as revenue upon the achievement of the related milestone, as defined in the respective agreements.

The impact of adopting this new accounting standard is dependent on the terms and conditions of any future arrangements that we may enter into that include multiple-deliverables. However, its adoption is not expected to have a material impact on our consolidated results of operations or financial position. The primary impact of adopting the new accounting standard is expected to be the earlier recognition of revenue associated with delivering rights to the underlying intellectual property.

The adoption of this accounting standard did not have a material impact on our condensed consolidated results of operations for the three and nine months ended September 30, 2011, or on our financial position as of September 30, 2011. Our consolidated results of operations for the year ended December 31, 2010, or our financial position as of December 31, 2010, also would not have been materially impacted if the accounting standard had been adopted on January 1, 2010.

Inventories

Inventories are stated at the lower of cost or market. Cost, which includes amounts related to materials, labor and overhead, is determined in a manner that approximates the first-in, first-out method. Cost also includes the Puerto Rico excise tax related to our manufacturing operations in Puerto Rico enacted in 2011.

Property, plant and equipment, net

Property, plant and equipment is recorded at historical cost, net of accumulated depreciation and amortization of $5.6 billion and $5.2 billion as of September 30, 2011, and December 31, 2010, respectively.

Business combinations

Business combinations are accounted for using the acquisition method of accounting. Under the acquisition method, assets acquired, including (i) in-process research and development (IPR&D) projects and (ii) liabilities assumed, are recorded at their respective fair values as of the acquisition date in our condensed consolidated financial statements. The excess of the fair value of consideration transferred over the fair value of the net assets acquired is recorded as goodwill. Contingent consideration obligations incurred in connection with a business combination are recorded at their fair values on the acquisition date and remeasured at their fair values each subsequent reporting period until the related contingencies are resolved. The resulting changes in fair values are recorded in earnings. See Note 2, Business combinations, and Note 10, Fair value measurement.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Recent accounting pronouncements

In May 2011, a new accounting standard was issued that amends certain fair value measurement principles, clarifies the application of existing fair value measurement requirements and requires additional disclosures regarding fair value. This new standard is required to be applied prospectively beginning in 2012. The Company is currently evaluating the effect this new accounting standard will have on its consolidated financial statements.

In June 2011, a new accounting standard was issued that amends the disclosure requirements for the presentation of other comprehensive income (OCI) in the financial statements, including the elimination of the option to present OCI in the statement of stockholders' equity. OCI and its components will be required to be presented for both interim and annual periods in a single financial statement, the statement of comprehensive income, or in two separate but consecutive financial statements, consisting of a statement of income followed by a separate statement of OCI. In addition, items that are reclassified from OCI to net income must be presented on the face of the financial statement(s), if material. This new standard is required to be applied retrospectively beginning in 2012.

2. Business combinations

BioVex Group, Inc.

On March 4, 2011, we acquired all of the outstanding stock of BioVex Group, Inc. (BioVex), a privately held biotechnology company developing treatments for cancer and for the prevention of infectious disease, including talimogene laherparepvec (formerly referred to as OncoVEX$^{GM\text{-}CSF}$), a novel oncolytic vaccine then in phase 3 clinical development for the treatment of melanoma and head and neck cancer. This transaction, which was accounted for as a business combination, provides us with an opportunity to expand our efforts to bring novel therapeutics to market. Upon its acquisition, BioVex became a wholly owned subsidiary of Amgen, and accordingly, its operations have been included in our condensed consolidated financial statements commencing on the acquisition date.

The aggregate acquisition date consideration to acquire BioVex consisted of (in millions):

Cash paid to former shareholders of BioVex	$	407
Fair value of contingent consideration obligations		190
Total consideration	$	597

The cash consideration reflects a reduction in the purchase price related to changes in working capital and excludes amounts that have been and may be paid to the employees of BioVex who became Amgen employees upon the acquisition, including $7 million paid to settle unvested employee options to acquire stock in BioVex, which we expensed at the acquisition date.

In connection with this acquisition, we are obligated to make additional payments to the former shareholders of BioVex of up to $575 million contingent upon the achievement of certain regulatory and sales milestones with regard to talimogene laherparepvec, including the filing of a Biologics License Application (BLA) with the U.S. Food and Drug Administration (FDA); the first commercial sale in each of the United States and the European Union (EU) following receipt of marketing approval, which includes use of the product in specified patient populations; and upon achieving specified levels of sales. The estimated aggregate fair value of the contingent consideration obligations as of the acquisition date of $190 million was determined using a combination of valuation techniques. The contingent consideration obligations to make regulatory milestone payments were valued based on assumptions regarding the probability of achieving the milestones and making the related payments, with such amounts discounted to present value. The contingent consideration obligations to make sales milestone payments were valued based on assumptions regarding the probability of achieving specified product sales thresholds to determine the required payments, with such amounts discounted to present value.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

We allocated the total consideration to the acquisition date fair values of assets acquired and liabilities assumed as follows (in millions):

Intangible assets — IPR&D	$	675
Goodwill		170
Deferred tax liabilities		(246)
Other assets (liabilities) acquired, net		(2)
Total consideration	$	597

Intangible assets are composed of the estimated fair value of acquired IPR&D related to talimogene laherparepvec. The estimated fair value was determined using a probability-weighted income approach, which discounts expected future cash flows to present value. The estimated net cash flows were discounted to present value using a discount rate of 11%, which is based on the estimated weighted-average cost of capital for companies with characteristics similar to those of BioVex. This is comparable to the estimated internal rate of return on BioVex operations and represents the rate that market participants would use to value the intangible assets. The projected cash flows from talimogene laherparepvec were based on certain key assumptions, including estimates of future revenue and expenses and taking into account the stage of development of talimogene laherparepvec at the acquisition date, the time and resources needed to complete development and the probabilities of obtaining marketing approval from the FDA and other regulatory agencies. IPR&D intangible assets acquired in a business combination are considered to be indefinite-lived until the completion or abandonment of the associated R&D efforts.

The excess of the acquisition date consideration over the fair values assigned to the assets acquired and the liabilities assumed of $170 million was recorded as goodwill, which is not deductible for tax purposes. Goodwill is attributable primarily to the deferred tax consequences of acquired IPR&D recorded for financial statement purposes.

Other acquisitions

During the nine months ended September 30, 2011, we also acquired the businesses described below, which were accounted for as business combinations; and accordingly, their operations have been included in our condensed consolidated financial statements commencing on their respective acquisition dates.

On April 7, 2011, we acquired all of the outstanding stock of Laboratorio Quimico Farmaceutico Bergamo Ltda (Bergamo), a privately-held Brazilian pharmaceutical company. Upon its acquisition, Bergamo became a wholly owned subsidiary of Amgen.

On May 16, 2011, we acquired a manufacturing facility in Dun Laoghaire, Ireland, from Pfizer (Dun Laoghaire). Under the terms of the agreement, most staff at the facility became Amgen employees, and we will manufacture certain products for Pfizer at the facility for an interim period.

On June 15, 2011, we reacquired rights to distribute certain of our products in the Brazilian pharmaceutical market upon the acquisition of certain business operations from Hypermarcas.

The aggregate acquisition date consideration for these businesses was approximately $453 million, composed primarily of cash paid to the former owners of the businesses. The aggregate acquisition date consideration was allocated to (i) goodwill of $281 million; (ii) property, plant and equipment of $99 million; (iii) amortizable intangible assets composed primarily of licenses to distribute products and customer contracts of $65 million; and (iv) other assets, net of $8 million. The purchase price allocations for the Bergamo and Hypermarcas transactions are preliminary and will be finalized upon collection of information regarding the fair values of assets and liabilities acquired. Goodwill resulting from these acquisitions is attributable primarily to the benefits of immediate, direct access to the Brazilian market for expediting our international expansion efforts and geographic diversification to assist in risk mitigation efforts related to our manufacturing operations.

Pro forma supplemental condensed consolidated results of operations that assumes the acquisitions of BioVex, Bergamo, Dun Laoghaire and Hypermarcas occurred on January 1, 2011 and 2010, is not provided because the impact would not be material to our condensed consolidated results of operations either individually or in the aggregate.

In addition to the increase in goodwill for the acquisitions of the businesses discussed above, goodwill decreased by $17 million for the three and nine months ended September 30, 2011, due to changes in foreign currency exchange rates.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

3. Income taxes

The effective tax rates for the three and nine months ended September 30, 2011 and 2010, are different from the federal statutory rate primarily as a result of indefinitely invested earnings of our foreign operations. We do not provide for U.S. income taxes on undistributed earnings of our foreign operations that are intended to be invested indefinitely outside the United States. The effective tax rates for the three and nine months ended September 30, 2011, were also reduced by foreign tax credits associated with the Puerto Rico excise tax described below. In addition, our tax provision for the three months ended September 30, 2011, was impacted by changes to our income before income taxes due to the legal settlement charge.

Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the acquisition of goods and services from a related manufacturer in Puerto Rico (the Puerto Rico excise tax). This excise tax is currently scheduled to expire in 2016. We account for the excise tax as a manufacturing cost that is capitalized in inventory and expensed in cost of sales when the related products are sold. For U.S. income tax purposes, the excise tax results in foreign tax credits that are generally recognized in our provision for income taxes in the year in which the excise tax is accrued.

One or more of our legal entities file income tax returns in the U.S. federal jurisdiction, various U.S. state jurisdictions and certain foreign jurisdictions. Our income tax returns are routinely audited by the tax authorities in those jurisdictions. Significant disputes may arise with these tax authorities involving issues of the timing and amount of deductions, the use of tax credits and allocations of income among various tax jurisdictions because of differing interpretations of tax laws and regulations. We are no longer subject to U.S. federal income tax examinations for years ended on or before December 31, 2006, or to California state income tax examinations for years ended on or before December 31, 2003.

The Internal Revenue Service (IRS) is currently examining our U.S. income tax returns for the years ended December 31, 2007 through 2009. As of September 30, 2011, the Company and the IRS have agreed to certain transfer pricing adjustments for the years under examination, and the Company has, accordingly, adjusted its liability for unrecognized tax benefits (UTBs). The remainder of this examination is expected to be completed in 2012.

During the three and nine months ended September 30, 2011, the gross amount of our UTBs increased by approximately $70 million and $212 million, respectively, as a result of tax positions taken during the current year. During the nine months ended September 30, 2011, the gross amount of our UTBs decreased by approximately $221 million as a result of resolving certain transfer pricing matters related to a prior year. Substantially all of the UTBs as of September 30, 2011, if recognized, would affect our effective tax rate.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

4. Earnings per share

The computation of basic earnings per share (EPS) is based on the weighted-average number of our common shares outstanding. The computation of diluted EPS is based on the weighted-average number of our common shares outstanding and dilutive potential common shares. Dilutive potential common shares principally include: shares that may be issued under our stock option, restricted stock and performance unit awards; our outstanding Convertible Notes (see Note 8, Financing arrangements), as discussed below; and our outstanding warrants (collectively "dilutive securities"). The convertible note hedges purchased in connection with the issuance of our convertible notes are excluded from the calculation of diluted EPS because their impact is always anti-dilutive.

Upon conversion of our convertible notes, the principal amount would be settled in cash, and the excess of the conversion value, as defined, over the principal amount may be settled in cash and/or shares of our common stock. Therefore, only the shares of our common stock potentially issuable with respect to the excess of the notes' conversion value over their principal amount, if any, are considered as dilutive potential common shares for purposes of calculating diluted EPS. For the three and nine months ended September 30, 2011 and 2010, the conversion values for our convertible notes were less than the related principal amounts and, accordingly, no shares were assumed to be issued for purposes of computing diluted EPS.

The computation for basic and diluted EPS was as follows (in millions, except per-share data):

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Income (Numerator):				
Net income for basic and diluted EPS	$ 454	$ 1,236	$ 2,749	$ 3,605
Shares (Denominator):				
Weighted-average shares for basic EPS	907	958	922	966
Effect of dilutive securities	7	4	8	5
Weighted-average shares for diluted EPS	914	962	930	971
Basic EPS	$ 0.50	$ 1.29	$ 2.98	$ 3.73
Diluted EPS	$ 0.50	$ 1.28	$ 2.96	$ 3.71

For the three and nine months ended September 30, 2011, there were employee stock options, calculated on a weighted-average basis, to purchase 33 million and 34 million shares of our common stock, respectively, with exercise prices greater than the average market prices of our common stock for these periods that are not included in the computation of diluted EPS because their impact would have been anti-dilutive. For both the three and nine months ended September 30, 2010, there were employee stock options, calculated on a weighted-average basis, to purchase 44 million shares of our common stock with exercise prices greater than the average market prices of our common stock for these periods that are not included in the computation of diluted EPS because their impact would have been anti-dilutive. In addition, shares of our common stock that may be issued upon exercise of our warrants are not included in the computation of diluted EPS for any of the periods presented above because their impact would have been anti-dilutive.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

5. Cost savings initiatives

Manufacturing operations in Fremont, California

As part of our continuing efforts to optimize our network of manufacturing facilities and improve cost efficiencies, on January 18, 2011, we entered into an agreement whereby Boehringer Ingelheim (BI) agreed to acquire all of our rights in and substantially all assets at our manufacturing operations located in Fremont, California. The transaction was approved by Amgen's Board of Directors in December 2010 and closed in March 2011. In connection with the closing of this transaction, BI has assumed our obligations under the facility's operating lease agreements and has entered into an agreement to manufacture certain quantities of our marketed product Vectibix® for us at this facility through December 31, 2012 (the supply period).

Due to the lack of sufficient initial investment by BI in the acquisition of this facility and our ongoing involvement with these operations, the transaction did not meet the accounting requirements to be treated as a sale involving real estate. As a result, the related assets continue to be carried on our Condensed Consolidated Balance Sheets.

We considered the transaction with BI to be a potential indicator of impairment, and accordingly, we performed an impairment analysis of the carrying values of the related fixed assets as of December 31, 2010. Based on this analysis, we determined that no future economic benefit would be received from a manufacturing line at the facility that had not yet been completed. As a result, we wrote off its entire carrying value, which aggregated $118 million during the three months ended December 31, 2010.

The carrying values of the remaining fixed assets, aggregating approximately $133 million at December 31, 2010, were determined to be fully recoverable. However, as a result of this transaction, we reduced the estimated remaining useful lives of these fixed assets to coincide with the supply period. During the three and nine months ended September 30, 2011, we recorded incremental depreciation of approximately $10 million and $31 million, respectively, in excess of what otherwise would have been recorded. In addition, due to the assignment to BI of the obligations under certain of the facility's operating leases, we recorded charges of approximately $23 million during the nine months ended September 30, 2011, with respect to the lease period beyond the end of the supply period. These amounts are recorded in Cost of sales (excludes amortization of certain acquired intangible assets presented separately) in the Condensed Consolidated Statements of Income.

Other

As part of our continuing efforts to improve cost efficiencies in our operations, we also recorded certain charges, primarily severance-related, aggregating approximately $68 million and $79 million during the three and nine months ended September 30, 2011, respectively, which are included in Other operating expenses in the Condensed Consolidated Statements of Income.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

6. Available-for-sale investments

The amortized cost, gross unrealized gains, gross unrealized losses and estimated fair values of available-for-sale investments by type of security were as follows (in millions):

Type of security as of September 30, 2011	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 4,225	$ 62	$ (2)	$ 4,285
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	1,634	27	(1)	1,660
Foreign and other	476	15	—	491
Corporate debt securities:				
Financial	2,399	37	(12)	2,424
Industrial	3,004	71	(25)	3,050
Other	304	7	(2)	309
Mortgage and asset backed securities	1,565	8	(7)	1,566
Money market mutual funds	3,519	—	—	3,519
Total debt security investments	17,126	227	(49)	17,304
Equity securities	45	—	(5)	40
Total available-for-sale investments	$ 17,171	$ 227	$ (54)	$ 17,344

Type of security as of December 31, 2010	Amortized cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
U.S. Treasury securities	$ 5,044	$ 50	$ (14)	$ 5,080
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	2,158	51	(1)	2,208
Foreign and other	837	16	(1)	852
Corporate debt securities:				
Financial	2,252	53	(9)	2,296
Industrial	2,441	71	(5)	2,507
Other	307	10	(1)	316
Mortgage and asset backed securities	841	5	(5)	841
Money market mutual funds	3,030	—	—	3,030
Other short-term interest bearing securities	147	—	—	147
Total debt security investments	17,057	256	(36)	17,277
Equity securities	50	—	(2)	48
Total available-for-sale investments	$ 17,107	$ 256	$ (38)	$ 17,325

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The fair values of available-for-sale investments by classification in the Condensed Consolidated Balance Sheets were as follows (in millions):

Classification in the Condensed Consolidated Balance Sheets	September 30, 2011	December 31, 2010
Cash and cash equivalents	$ 3,519	$ 3,142
Marketable securities	13,785	14,135
Other assets — noncurrent	40	48
Total available-for-sale investments	$ 17,344	$ 17,325

Cash and cash equivalents in the table above excludes cash of $372 million and $145 million as of September 30, 2011, and December 31, 2010, respectively.

The fair values of available-for-sale debt security investments by contractual maturity were as follows (in millions):

Contractual maturity	September 30, 2011	December 31, 2010
Maturing in one year or less	$ 3,971	$ 4,118
Maturing after one year through three years	6,061	6,736
Maturing after three years through five years	6,219	5,812
Maturing after five years	1,053	611
Total debt security investments	$ 17,304	$ 17,277

For the three months ended September 30, 2011 and 2010, realized gains totaled $32 million and $34 million, respectively, and realized losses totaled $12 million and $11 million, respectively. For the nine months ended September 30, 2011 and 2010, realized gains totaled $169 million and $92 million, respectively, and realized losses totaled $25 million and $14 million, respectively. The cost of securities sold is based on the specific identification method.

The primary objective of our investment portfolio is to enhance overall returns in an efficient manner while maintaining safety of principal, prudent levels of liquidity and acceptable levels of risk. Our investment policy limits debt security investments to certain types of debt and money market instruments issued by institutions with primarily investment-grade credit ratings and places restrictions on maturities and concentration by type and issuer.

We review our available-for-sale investments for other-than-temporary declines in fair value below our cost basis each quarter and whenever events or changes in circumstances indicate that the cost basis of an asset may not be recoverable. This evaluation is based on a number of factors, including the length of time and the extent to which the fair value has been below our cost basis and adverse conditions related specifically to the security, including any changes to the credit rating of the security by a rating agency. As of September 30, 2011, and December 31, 2010, we believe the cost bases for our available-for-sale investments were recoverable in all material respects.

7. Inventories

Inventories consisted of the following (in millions):

	September 30, 2011	December 31, 2010
Raw materials	$ 155	$ 128
Work in process	1,720	1,382
Finished goods	482	512
Total inventories	$ 2,357	$ 2,022

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

8. Financing arrangements

The carrying values and the fixed contractual coupon rates of our long-term debt were as follows (dollar amounts in millions):

	September 30, 2011	December 31, 2010
0.125% convertible notes due 2011 (2011 Convertible Notes)	$ —	$ 2,488
0.375% convertible notes due 2013 (2013 Convertible Notes)	2,312	2,213
4.85% notes due 2014 (2014 Notes)	1,000	1,000
2.30% notes due 2016 (2016 Notes)	748	—
5.85% notes due 2017 (2017 Notes)	1,099	1,099
6.15% notes due 2018 (2018 Notes)	499	499
5.70% notes due 2019 (2019 Notes)	998	998
4.50% notes due March 2020 (March 2020 Notes)	300	300
3.45% notes due October 2020 (October 2020 Notes)	897	897
4.10% notes due 2021 (2021 Notes)	998	—
6.375% notes due 2037 (2037 Notes)	899	899
6.90% notes due 2038 (2038 Notes)	499	499
6.40% notes due 2039 (2039 Notes)	996	996
5.75% notes due 2040 (2040 Notes)	697	696
4.95% notes due 2041 (2041 Notes)	595	595
5.65% notes due 2042 (2042 Notes)	1,244	—
Other notes including our zero coupon convertible notes	184	183
Total debt	13,965	13,362
Less current portion	(84)	(2,488)
Total non-current debt	$ 13,881	$ 10,874

The holders of our zero coupon convertible notes due in 2032 have the right to put the debt to us for repayment on March 1, 2012. Accordingly, the debt is classified as a current liability as of September 30, 2011.

Debt repayments

In February 2011, the 2011 Convertible Notes became due, and we repaid the $2.5 billion aggregate principal amount. As these convertible notes were cash settleable, the debt and equity components of these notes were bifurcated and accounted for separately. The discounted carrying value of the debt component resulting from the bifurcation was accreted back to the principal amount over the period the notes were outstanding. The total aggregate amount repaid, including the amount related to the debt discount of $643 million resulting from the bifurcation, is included in Cash flows from financing activities in the Condensed Consolidated Statement of Cash Flows.

Warrants to acquire approximately 31.3 million shares of our common stock that were issued concurrent with the issuance of the 2011 Convertible Notes expired in May 2011.

Debt issuances

In June 2011, we issued $750 million principal amount of notes due in 2016 (the 2016 Notes), $1.0 billion principal amount of notes due in 2021 (the 2021 Notes) and $1.25 billion principal amount of notes due in 2042 (the 2042 Notes) in a registered offering. The 2016 Notes, 2021 Notes and 2042 Notes pay interest at fixed annual rates of 2.30%, 4.10% and 5.65%, respectively. These notes may be redeemed at any time at our option, in whole or in part, at the principal amount of the notes being redeemed plus accrued interest and a “make-whole” amount, as defined. In the event of a change in control triggering event, as defined, we may be required to purchase all or a portion of these notes at a price equal to 101% of the principal amount of the notes plus accrued interest. Debt issuance costs incurred in connection with the issuance of this debt totaling approximately $17 million are being amortized over the respective lives of the notes, and the related charge is included in Interest expense, net, in the Condensed Consolidated Statements of Income.

Commercial paper borrowings

In addition to our long-term borrowings, at September 30, 2011, we had $300 million outstanding under our commercial paper

program at an annual effective weighted-average interest rate of 0.3075%.

Shelf registration statement

In March 2011, we filed a shelf registration statement with the U.S. Securities and Exchange Commission (SEC) to replace an existing shelf registration statement that was scheduled to expire in April 2011. This shelf registration allows us to issue unspecified amounts of debt securities; common stock; preferred stock; warrants to purchase debt securities, common stock, preferred stock or depository shares; rights to purchase common stock or preferred stock; securities purchase contracts; securities purchase units; and depository shares. Under this registration statement, all of the securities available for issuance may be offered from time to time with terms to be determined at the time of issuance. This shelf registration expires in March 2014.

9. Stockholders' equity

Activity under our stock repurchase program was as follows (in millions):

	2011		2010	
	Shares	Dollars	Shares	Dollars
First quarter	—	$ —	29.1	$ 1,684
Second quarter	12.9	732	10.3	616
Third quarter	45.4	2,421	6.6	364
Total stock repurchases	58.3	$ 3,153	46.0	$ 2,664

In April 2011, the Board of Directors authorized us to repurchase up to an additional $5.0 billion of our common stock under our stock repurchase program. On October 13, 2011, the Board of Directors increased the total authorization for repurchases of our common stock under our stock repurchase program by $6.1 billion to $10.0 billion.

On July 28, 2011, the Board of Directors declared a quarterly cash dividend of $0.28 per share of common stock, which was paid on September 8, 2011. On October 13, 2011, the Board of Directors declared a quarterly cash dividend of $0.28 per share of common stock, which will be paid on December 8, 2011, to all stockholders of record as of the close of business on November 17, 2011.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

10. Fair value measurement

To determine the fair value of our financial assets and liabilities we use valuation approaches within a hierarchy that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company's assumptions about the inputs that market participants would use in pricing the asset or liability and are developed based on the best information available in the circumstances. The fair value hierarchy is divided into three levels based on the source of inputs as follows:

Level 1 — Valuations based on unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access

Level 2 — Valuations for which all significant inputs are observable, either directly or indirectly, other than level 1 inputs

Level 3 — Valuations based on inputs that are unobservable and significant to the overall fair value measurement

The availability of observable inputs can vary among the various types of financial assets and liabilities. To the extent that the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used for measuring fair value may fall into different levels of the fair value hierarchy. In such cases, for financial statement disclosure purposes, the level in the fair value hierarchy within which the fair value measurement is categorized is based on the lowest level of input used that is significant to the overall fair value measurement.

The fair value of each major class of the Company's financial assets and liabilities measured at fair value on a recurring basis was as follows (in millions):

Fair value measurement as of September 30, 2011 using:	**Quoted prices in active markets for identical assets (Level 1)**	**Significant other observable inputs (Level 2)**	**Significant unobservable inputs (Level 3)**	**Total**
Assets:				
Available-for-sale securities:				
U.S. Treasury securities	$ 4,285	$ —	$ —	$ 4,285
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	—	1,660	—	1,660
Foreign and other	—	491	—	491
Corporate debt securities:				
Financial	—	2,424	—	2,424
Industrial	—	3,050	—	3,050
Other	—	309	—	309
Mortgage and asset backed securities	—	1,566	—	1,566
Money market mutual funds	3,519	—	—	3,519
Equity securities	40	—	—	40
Derivatives:				
Foreign currency contracts	—	115	—	115
Interest rate swap contracts	—	381	—	381
Total assets	$ 7,844	$ 9,996	$ —	$ 17,840
Liabilities:				
Derivatives:				
Foreign currency contracts	$ —	$ 90	$ —	$ 90
Contingent consideration obligations in connection with a business combination	—	—	199	199
Total liabilities	$ —	$ 90	$ 199	$ 289

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Fair value measurement as of December 31, 2010 using:	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)	Total
Assets:				
Available-for-sale securities:				
U.S. Treasury securities	$ 5,080	$ —	$ —	$ 5,080
Other government related debt securities:				
Obligations of U.S. government agencies and FDIC guaranteed bank debt	—	2,208	—	2,208
Foreign and other	—	852	—	852
Corporate debt securities:				
Financial	—	2,296	—	2,296
Industrial	—	2,507	—	2,507
Other	—	316	—	316
Mortgage and asset backed securities	—	841	—	841
Money market mutual funds	3,030	—	—	3,030
Other short-term interest bearing securities	—	147	—	147
Equity securities	48	—	—	48
Derivatives:				
Foreign currency contracts	—	154	—	154
Interest rate swap contracts	—	195	—	195
Total assets	$ 8,158	$ 9,516	$ —	$ 17,674
Liabilities:				
Derivatives:				
Foreign currency contracts	$ —	$ 103	$ —	$ 103
Total liabilities	$ —	$ 103	$ —	$ 103

The fair values of our U.S. Treasury securities, money market mutual funds and equity securities are based on quoted market prices in active markets with no valuation adjustment.

Substantially all of our other government related and corporate debt securities are investment grade with maturity dates of five years or less. Our other government related debt securities portfolio is composed of securities with weighted-average credit ratings of AA+ by Standard & Poor's (S&P) and AAA or equivalent by Moody's Investors Service, Inc. (Moody's) or Fitch, Inc. (Fitch); and our corporate debt securities portfolio has a weighted-average credit rating of A or equivalent by S&P, Moody's or Fitch. We estimate the fair values of these securities by taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income- and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker/dealer quotes on the same or similar securities; issuer credit spreads; benchmark securities; and other observable inputs.

Our mortgage and asset backed securities portfolio is composed entirely of senior tranches, with credit ratings of AAA or equivalent by S&P, Moody's or Fitch. We estimate the fair values of these securities by taking into consideration valuations obtained from third-party pricing services. The pricing services utilize industry standard valuation models, including both income- and market-based approaches, for which all significant inputs are observable, either directly or indirectly, to estimate fair value. These inputs include reported trades of and broker/dealer quotes on the same or similar securities; issuer credit spreads; benchmark securities; prepayment/default projections based on historical data; and other observable inputs.

We value our other short-term interest bearing securities at amortized cost, which approximates fair value given their near term maturity dates.

Substantially all of our foreign currency forward and option derivatives contracts have maturities of three years or less and all are with counterparties that have a minimum credit ratings of A or equivalent by S&P, Moody's or Fitch. We estimate the fair values of these contracts by taking into consideration valuations obtained from a third-party valuation service that utilizes an income-based industry standard valuation model for which all significant inputs are observable, either directly or indirectly. These inputs include quoted foreign currency spot rates, forward points, the London Interbank Offered Rate (LIBOR) and swap curves and obligor credit default swap rates. In addition, inputs for our foreign currency option contracts also include implied volatility measures. These inputs, where applicable, are at commonly quoted intervals. As of September 30, 2011, and December 31, 2010, we had open foreign currency forward contracts with notional amounts of $3.4 billion and $3.2 billion, respectively, and open foreign currency option contracts with notional amounts of $353 million and $398 million, respectively, that were primarily euro based and were designated as cash flow hedges. In addition, as of September 30, 2011, and December 31, 2010, we had $1.1 billion and $670 million, respectively,

of open foreign currency forward contracts to reduce exposure to fluctuations in value of certain assets and liabilities denominated in foreign currencies that were primarily euro based and that were not designated as hedges. (See Note 11, Derivative instruments.)

Our interest rate swap contracts are with counterparties that have a minimum credit ratings of A or equivalent by S&P, Moody's or Fitch. We estimate the fair values of these contracts by using an income-based industry standard valuation model for which all significant inputs are observable either directly or indirectly. These inputs include LIBOR and swap curves and obligor credit default swap rates. We had interest rate swap agreements with an aggregate notional amount of $3.6 billion as of September 30, 2011, and December 31, 2010, that were designated as fair value hedges. (See Note 11, Derivative instruments.)

Contingent consideration obligations in connection with a business combination result from our acquisition of BioVex in March 2011. The fair value measurements of these obligations are based on significant unobservable inputs, and accordingly, such amounts are considered Level 3 measurements. The fair values of these obligations from the acquisition date through September 30, 2011, increased by $9 million, and the resulting expense was recorded in Other operating expenses in the Condensed Consolidated Statements of Income. For a description of the valuation methodology and related assumptions used for estimating the fair values of these obligations, see Note 2, Business combinations.

There have been no transfers of assets or liabilities between the fair value measurement levels, and there were no material remeasurements to fair value during the nine months ended September 30, 2011 and 2010, of assets and liabilities that are not measured at fair value on a recurring basis.

Summary of the fair value of other financial instruments

Short-term assets and liabilities

The estimated fair values of cash equivalents, accounts receivable and accounts payable approximate their carrying values due to the short-term nature of these financial instruments.

Borrowings

We estimate the fair values of our convertible notes by using an income-based industry standard valuation model for which all significant inputs are observable either directly or indirectly, including benchmark yields adjusted for our credit risk (Level 2). The fair value of our convertible notes exclude their equity components and represent only the liability components of these instruments, as their equity components are included in Common stock and additional paid-in capital in the Condensed Consolidated Balance Sheets. We estimate the fair values of our other long-term notes by taking into consideration indicative prices obtained from a third party financial institution that utilizes industry standard valuation models, including both income- and market-based approaches, for which all significant inputs are observable either directly or indirectly. These inputs include reported trades of and broker/dealer quotes on the same or similar securities; credit spreads; benchmark yields; and other observable inputs (Level 2). As of September 30, 2011, and December 31, 2010, the aggregate fair values of our long-term debt were $16.0 billion and $14.5 billion, respectively, and the carrying values were $14.0 billion and $13.4 billion, respectively. The estimated fair values of our commercial paper borrowings approximate their carrying values due to their short-term nature.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

11. Derivative instruments

The Company is exposed to foreign exchange rate and interest rate risks related to its business operations. These risks are managed through derivative instruments, including foreign currency forward, foreign currency option, forward interest rate and interest rate swap contracts to reduce our risk to these exposures. We do not use derivatives for speculative trading purposes.

We recognize our derivative instruments as either assets or liabilities at fair value in the Condensed Consolidated Balance Sheets (see Note 10, Fair value measurement). The accounting for changes in the fair value of a derivative instrument depends on whether it has been formally designated and qualifies as part of a hedging relationship under the applicable accounting standards and, further, on the type of hedging relationship. For derivatives formally designated as hedges, we assess both at inception and quarterly thereafter, whether the hedging derivatives are highly effective or not in offsetting changes in either the fair value or cash flows of the hedged item. Our derivatives that are not designated and do not qualify as hedges are adjusted to fair value through current earnings.

Cash flow hedges

We are exposed to possible changes in the values of certain anticipated foreign currency cash flows resulting from changes in foreign currency exchange rates, associated primarily with our euro denominated international product sales. Increases or decreases in the cash flows associated with our international product sales due to movements in foreign currency exchange rates are offset partially by the corresponding increases and decreases in our international operating expenses resulting from these foreign currency exchange rate movements. To further reduce our exposure to foreign currency exchange rate fluctuations on our international product sales, we enter into foreign currency forward and option contracts to hedge a portion of our projected international product sales primarily over a three-year time horizon, with, at any given point in time, a higher percentage of nearer-term projected product sales being hedged than in successive periods. As of September 30, 2011, and December 31, 2010, we had open foreign currency forward contracts with notional amounts of $3.4 billion and $3.2 billion, respectively, and open foreign currency option contracts with notional amounts of $353 million and $398 million, respectively. These foreign currency forward and option contracts, primarily euro based, have been designated as cash flow hedges, and accordingly, the effective portion of the unrealized gains and losses on these contracts are reported in Accumulated Other Comprehensive Income (AOCI) in the Condensed Consolidated Balance Sheets and reclassified to earnings in the same periods during which the hedged transactions affect earnings.

In connection with the anticipated issuance of long-term fixed-rate debt, we occasionally enter into forward interest rate contracts in order to hedge the variability in cash flows due to changes in the applicable Treasury rate between the time we enter into these contracts and the time the related debt is issued. Gains and losses on such contracts, which are designated as cash flow hedges, are reported in AOCI and amortized into earnings over the lives of the associated debt issuances.

The effective portion of the unrealized gain/(loss) recognized in OCI for our derivative instruments designated as cash flow hedges was as follows (in millions):

	Three months ended September 30,		Nine months ended September 30,	
Derivatives in cash flow hedging relationships	**2011**	**2010**	**2011**	**2010**
Foreign currency contracts	$ 105	$ (238)	$ (113)	$ 161
Forward interest rate contracts	—	(5)	—	(5)
Total	$ 105	$ (243)	$ (113)	$ 156

The location in the Condensed Consolidated Statements of Income and the effective portion of the gain/(loss) reclassified from AOCI into earnings for our derivative instruments designated as cash flow hedges was as follows (in millions):

		Three months ended September 30,		Nine months ended September 30,	
Derivatives in cash flow hedging relationships	**Statements of Income location**	**2011**	**2010**	**2011**	**2010**
Foreign currency contracts	Product sales	$ (41)	$ 31	$ (82)	$ 46
Forward interest rate contracts	Interest expense, net	(1)	(1)	(1)	(1)
Total		$ (42)	$ 30	$ (83)	$ 45

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

No portions of our cash flow hedge contracts are excluded from the assessment of hedge effectiveness, and the ineffective portions of these hedging instruments were approximately $1 million of gain for both the three and nine months ended September 30, 2011. The ineffective portions of these hedging instruments were approximately $1 million of loss for both the three and nine months ended September 30, 2010. As of September 30, 2011, the amounts expected to be reclassified from AOCI into earnings over the next 12 months are approximately $1 million of losses on foreign currency forward and option contracts and approximately $1 million of losses on forward interest rate contracts.

Fair value hedges

To achieve a desired mix of fixed and floating interest rates on our long-term debt, we have entered into interest rate swap agreements, which qualify and have been designated as fair value hedges. The terms of these interest rate swap agreements correspond to the related hedged debt instruments and effectively convert a fixed interest rate coupon to a floating LIBOR-based coupon over the lives of the respective notes. The rates on these swaps range from LIBOR plus 0.3% to LIBOR plus 2.6%. We had interest rate swap agreements with aggregate notional amounts of $3.6 billion as of September 30, 2011, and December 31, 2010. The interest rate swap agreements as of September 30, 2011, and December 31, 2010, were for our notes due in 2014, 2017, 2018 and 2019. For derivative instruments that are designated and qualify as fair value hedges, the unrealized gain or loss on the derivative resulting from the change in fair value during the period as well as the offsetting unrealized loss or gain of the hedged item resulting from the change in fair value during the period attributable to the hedged risk is recognized in current earnings. For the three and nine months ended September 30, 2011, we included the unrealized losses on the hedged debt of $149 million and $186 million, respectively, in the same line item, Interest expense, net, in the Condensed Consolidated Statements of Income, as the offsetting unrealized gains of $149 million and $186 million, respectively, on the related interest rate swap agreements. For the three and nine months ended September 30, 2010, we included the unrealized losses on the hedged debt of $76 million and $200 million, respectively, in the same line item, Interest expense, net, in the Condensed Consolidated Statements of Income, as the offsetting unrealized gains of $76 million and $200 million, respectively, on the related interest rate swap agreements.

Derivatives not designated as hedges

We enter into foreign currency forward contracts that are not designated as hedging transactions to reduce our exposure to foreign currency fluctuations of certain assets and liabilities denominated in foreign currencies. These exposures are hedged on a month-to-month basis. As of September 30, 2011 and December 31, 2010, the total notional amounts of these foreign currency forward contracts, primarily euro based, were $1.1 billion and $670 million, respectively.

The location in the Condensed Consolidated Statements of Income and the amount of gain/(loss) recognized in earnings for the derivative instruments not designated as hedging instruments were as follows (in millions):

Derivatives not designated as hedging instruments	**Statements of Income location**	**Three months ended September 30,**		**Nine months ended September 30,**	
		2011	**2010**	**2011**	**2010**
Foreign currency contracts	Interest and other income, net	$ 50	$ (55)	$ (10)	$ 21

The fair values of both derivatives designated as hedging instruments and derivatives not designated as hedging instruments included in the Condensed Consolidated Balance Sheets were as follows (in millions):

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	Derivative assets		Derivative liabilities	
September 30, 2011	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/Other non-current assets	$ 381	Accrued liabilities/Other non-current liabilities	$ —
Foreign currency contracts	Other current assets/Other non-current assets	112	Accrued liabilities/Other non-current liabilities	87
Total derivatives designated as hedging instruments		493		87
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	3	Accrued liabilities	3
Total derivatives not designated as hedging instruments		3		3
Total derivatives		$ 496		$ 90

	Derivative assets		Derivative liabilities	
December 31, 2010	**Balance Sheet location**	**Fair value**	**Balance Sheet location**	**Fair value**
Derivatives designated as hedging instruments:				
Interest rate swap contracts	Other current assets/Other non-current assets	$ 195	Accrued liabilities/Other non-current liabilities	$ —
Foreign currency contracts	Other current assets/Other non-current assets	154	Accrued liabilities/Other non-current liabilities	103
Total derivatives designated as hedging instruments		349		103
Derivatives not designated as hedging instruments:				
Foreign currency contracts	Other current assets	—	Accrued liabilities	—
Total derivatives not designated as hedging instruments		—		—
Total derivatives		$ 349		$ 103

Our derivative contracts that were in liability positions as of September 30, 2011, contain certain credit risk related contingent provisions that would be triggered if (i) we were to undergo a change in control and (ii) our or the surviving entity's creditworthiness deteriorates, which is generally defined as having either a credit rating that is below investment grade or a materially weaker creditworthiness after the change in control. If these events were to occur, the counterparties would have the right, but not the obligation, to close the contracts under early-termination provisions. In such circumstances, the counterparties could request immediate settlement of these contracts for amounts that approximate the then current fair values of the contracts.

The cash flow effects of our derivatives contracts are included within Net cash provided by operating activities in the Condensed Consolidated Statements of Cash Flows.

AMGEN INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

12. Contingencies and commitments

In the ordinary course of business, we are involved in various legal proceedings and other matters, including those discussed in this Note, that are complex in nature and have outcomes that are difficult to predict. See Note 19, Contingencies and commitments to our consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2010, and Note 12, Contingencies and commitments to our condensed consolidated financial statements in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011, for further discussion of certain of our legal proceedings and other matters.

We record accruals for loss contingencies to the extent that we conclude that it is probable that a liability has been incurred and the amount of the related loss can be reasonably estimated. We evaluate, on a quarterly basis, developments in legal proceedings and other matters that could cause an increase or decrease in the amount of the liability that has been accrued previously. As more fully described below, for the three months ended September 30, 2011, the Company recorded a charge of $780 million associated with the proposed settlement of the allegations arising out of the previously disclosed federal civil and criminal investigations pending in the U.S. Attorney's Offices for the Eastern District of New York and the Western District of Washington. The charge is included in Other operating expenses in the Condensed Consolidated Statements of Income.

Our legal proceedings range from cases brought by a single plaintiff to a class action with thousands of putative class members. These legal proceedings, as well as other matters, involve various aspects of our business and a variety of claims (including but not limited to patent infringement, marketing, pricing and trade practices and securities law), some of which present novel factual allegations and/or unique legal theories. Except for the proposed settlement of the litigation referenced above, in each of the matters described in this filing, plaintiffs seek an award of a not-yet-quantified amount of damages or an amount that is not material. In addition, a number of the matters pending against us are at very early stages of the legal process (which in complex proceedings of the sort faced by us often extend for several years). As a result, some pending matters have not yet progressed sufficiently through discovery and/or development of important factual information and legal issues to enable us to estimate a range of possible loss, if any. While it is not possible to accurately predict or determine the eventual outcomes of these items, an adverse determination in one or more of these items currently pending, including further adverse determinations associated with the pending investigations described above, could have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Certain of our legal proceedings and other matters are discussed below:

Roche U.S. International Trade Commission Complaint

On October 17, 2011, the U.S. International Trade Commission terminated the investigation without entry of a consent order on the basis of the December 2009 settlement between the parties and resolution of the parallel litigation in the U.S. District Court for the District of Massachusetts (the Massachusetts District Court).

Average Wholesale Price Litigation

These matters are not affected by the proposed settlement described below (see — *Government Investigations and Related Litigation*).

In re Pharmaceutical Industry Average Wholesale Price Litigation MDL No. 1456

Following further approval hearings on the proposed settlement, the Massachusetts District Court again required more work by the parties prior to final approval. Another hearing is expected sometime near the end of November or early December 2011.

State of Louisiana v. Abbott Laboratories, Inc., et al.

On September 6-7, 2011, hearings were held on the joint exceptions seeking to dismiss the complaint and a decision from the Parish of East Baton Rouge, 19th Judicial District is expected in November 2011.

Federal Securities Litigation — In re Amgen Inc. Securities Litigation

On October 14, 2011, the appeal under Rule 23(f) was argued before the U.S. Court of Appeals for the Ninth Circuit (the Ninth Circuit Court). No decision has been issued by the Ninth Circuit Court.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

State Derivative Litigation

Birch v. Sharer, et al.

The briefing schedule for the appeal was issued by the California State Appellate Court and plaintiff's opening brief was filed September 7, 2011. The opposition brief from Amgen and the individual defendants is due November 21, 2011. No date has been set for oral argument.

Government Investigations and Related Litigation

Amgen has reached an agreement in principle to settle allegations relating to its sales and marketing practices arising out of the civil and criminal investigations conducted by the U.S. Attorney's Offices for the Eastern District of New York and the Western District of Washington (the Federal Investigations). In connection with the agreement in principle, Amgen recorded a $780 million charge in the three months ended September 30, 2011. This amount represents Amgen's currently estimable loss with respect to these matters. If the ongoing discussions are successfully concluded, Amgen expects that the proposed settlement will resolve the Federal Investigations, the related state Medicaid claims and the claims in *U.S. ex rel. Westmoreland v. Amgen, et al.* and the other nine qui tam actions previously described in the Company's periodic reports (together, the Ten Qui Tam Actions), in a manner that will not result in exclusion from U.S. federally-funded health care programs. In connection with the settlement discussions, the Massachusetts District Court vacated the previously scheduled trial date and administratively closed that case. The Relators in the Ten Qui Tam Actions have the opportunity to join in the proposed settlement or, if they object, to have the settlement evaluated in a federal court fairness hearing to determine whether it is fair, adequate and reasonable under all the circumstances. The proposed settlement remains subject to continuing discussions regarding the components of the agreement and the completion and execution of all required documentation, and until the proposed settlement becomes final, there can be no guarantee that these matters will be resolved by the agreement in principle.

In addition, on September 19, 2011, Amgen filed a petition for certiorari with the U.S. Supreme Court in the *U.S. ex rel. Westmoreland v. Amgen, et al.* matter. The petition seeks leave to appeal the U.S. Court of Appeals for the First Circuit's reinstatement of the claims of the states of California, Illinois, Indiana, Massachusetts, New Mexico and New York, which had been dismissed by the Massachusetts District Court. However, as described above, Amgen expects that these state claims will be resolved if the ongoing settlement discussions are successfully concluded.

As part of the settlement discussions described above, Amgen was made aware that it is a defendant in several other civil qui tam actions. These other qui tam actions, which are in addition to the Ten Qui Tam Actions, remain under seal in the U.S. federal courts in which they were filed. Included with these other actions are allegations that Amgen's promotional, contracting, sales and marketing activities relating to Enbrel® and Aranesp® caused the submission of various false claims under the Federal Civil False Claims Act and various State False Claims Acts. Certain of the allegations in these other actions are not encompassed in the proposed settlement described above, and Amgen intends to cooperate fully with the government in its investigation of these new allegations. Amgen intends to explore with the government whether these matters will be resolved in connection with the proposed settlement or, to the extent necessary, to vigorously defend these cases on the merits.

U.S. ex rel. Streck v. Allergan, et al.

On September 7, 2011, Plaintiff filed a fourth amended complaint. This matter, in which the federal government has declined to intervene, is not affected by the proposed settlement described above.

Warren General Hospital v. Amgen

On June 14, 2011, the U.S. Court of Appeals for the Third Circuit (the Third Circuit Court) affirmed the decision by the U.S. District Court for the District of New Jersey to grant Amgen's motion to dismiss. The plaintiffs had until September 12, 2011, to appeal the Third Circuit Court's decision, but did not seek review within the permitted timeframe.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Forward looking statements

This report and other documents we file with the SEC contain forward looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our business or others on our behalf, our beliefs and our management's assumptions. In addition, we, or others on our behalf, may make forward looking statements in press releases or written statements, or in our communications and discussions with investors and analysts in the normal course of business through meetings, webcasts, phone calls and conference calls. Such words as "expect," "anticipate," "outlook," "could," "target," "project," "intend," "plan," "believe," "seek," "estimate," "should," "may," "assume," and "continue," as well as variations of such words and similar expressions are intended to identify such forward looking statements. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. We describe our respective risks, uncertainties and assumptions that could affect the outcome or results of operations in Item 1A. Risk Factors in Part II herein. We have based our forward looking statements on our management's beliefs and assumptions based on information available to our management at the time the statements are made. We caution you that actual outcomes and results may differ materially from what is expressed, implied or forecast by our forward looking statements. Reference is made in particular to forward looking statements regarding product sales, regulatory activities, clinical trial results, reimbursement, expenses, EPS, liquidity and capital resources and trends, including use of capital. Except as required under the federal securities laws and the rules and regulations of the SEC, we do not have any intention or obligation to update publicly any forward looking statements after the distribution of this report, whether as a result of new information, future events, changes in assumptions or otherwise.

Overview

The following Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) is intended to assist the reader in understanding Amgen's business. MD&A is provided as a supplement to, and should be read in conjunction with, our Annual Report on Form 10-K for the year ended December 31, 2010, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011. Our results of operations discussed in MD&A are presented in conformity with GAAP.

Amgen Inc. (including its subsidiaries, referred to as "Amgen," "the Company," "we," "our" or "us") is the world's largest independent biotechnology medicines company. We discover, develop, manufacture and market medicines for grievous illnesses. We focus solely on human therapeutics and concentrate on innovating novel medicines based on advances in cellular and molecular biology. Our mission is to serve patients. We operate in one business segment — human therapeutics. Therefore, our results of operations are discussed on a consolidated basis.

Currently, we market primarily recombinant protein therapeutics in supportive cancer care, nephrology and inflammation. Our principal products are: Neulasta® (pegfilgrastim); NEUPOGEN® (Filgrastim); ENBREL (etanercept); and Aranesp® (darbepoetin alfa) and EPOGEN® (epoetin alfa), erythropoiesis-stimulating agents (ESAs). Our international product sales consist principally of sales in Europe. For the three and nine months ended September 30, 2011, our principal products represented 86% and 88% of worldwide product sales, respectively, and for both the three and nine months ended September 30, 2010, our principal products represented 92% of worldwide product sales. Our other marketed products include principally Sensipar®/Mimpara® (cinacalcet), Vectibix® (panitumumab), Nplate® (romiplostim), Prolia® (denosumab) and XGEVA® (denosumab).

Significant developments

The following is a list of selected significant developments that occurred to date since the three-month period ended June 30, 2011, affecting our business. For additional 2011 developments or for a more comprehensive discussion of certain developments discussed below see our Annual Report on Form 10-K for the year ended December 31, 2010, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011.

XGEVA®

- On August 22, 2011, we announced that the FDA will target a Prescription Drug User Fee Act action date of April 26, 2012, for the supplemental BLA to expand the indication for XGEVA® to treat men with castrate-resistant prostate cancer to reduce the risk of developing bone metastases.

Prolia®

- On September 19, 2011, we announced that the FDA approved two new indications for Prolia® as a treatment to increase bone mass in women at high risk for fracture receiving adjuvant aromatase inhibitor therapy for breast cancer and as a treatment to increase bone mass in men at high risk for fracture receiving androgen deprivation therapy for non-metastatic prostate cancer.

ESAs

- On November 1, 2011, the Centers for Medicare & Medicaid Services (CMS) finalized a rule to update various provisions of its bundled payment system for dialysis services and the related end stage renal disease (ESRD) Quality Incentive Program (QIP). Consistent with its earlier proposal, the final rule eliminated for payment year 2013 one of the QIP's quality measures which tracks the percent of a provider's Medicare patients with a hemoglobin level below 10 g/dL. CMS indicated that its removal of this quality measure from the QIP was being done in response to the June 2011 ESA label changes.

  In aggregate, we still expect EPOGEN® dose utilization will decline in 2011 as compared with 2010 by 20% to 25% as a result of the bundled payment system, product label changes that occurred in 2011 and the above changes related to the QIP. We expect the impact of the dose utilization on sales to be offset partially by patient population growth and an increase in the average net sales price. We believe that the majority of these dose utilization changes will be implemented by the end of 2011 with some residual impact early in 2012.

Stock repurchase program

- On October 13, 2011, our Board of Directors authorized an increase to our stock repurchase program to a total amount of $10 billion. We intend to accelerate our stock repurchase program, reflecting our confidence in the long-term value of the Company and the attractive interest rate environment.

Proposed legal settlement

- On October 24, 2011, we announced that we have reached an agreement in principle to settle allegations relating to our sales and marketing practices arising out of the previously disclosed federal civil and criminal investigations pending in the U.S. Attorney's Offices for the Eastern District of New York and the Western District of Washington. In connection with the agreement in principle, we recorded a $780 million charge (the legal settlement charge) during the three months ended September, 30, 2011, which, after taxes, reduced our net income and EPS during the third quarter by $705 million and $0.77 per share, respectively. See Note 12, Contingencies and commitments to the condensed consolidated financial statements for further discussion.

Selected financial information

The following provides an overview of our results of operations for the three and nine months ended September 30, 2011, as well as our financial condition as of September 30, 2011 (amounts in millions, except percentages and per-share data):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Product sales:						
U.S.	$ 2,965	$ 2,921	2 %	$ 8,718	$ 8,385	4 %
International	912	838	9 %	2,670	2,515	6 %
Total product sales	3,877	3,759	3 %	11,388	10,900	4 %
Other revenues	67	57	18 %	221	312	(29)%
Total revenues	$ 3,944	$ 3,816	3 %	$ 11,609	$ 11,212	4 %
Operating expenses	$ 3,419	$ 2,337	46 %	$ 8,459	$ 6,735	26 %
Operating income	$ 525	$ 1,479	(65)%	$ 3,150	$ 4,477	(30)%
Net income	$ 454	$ 1,236	(63)%	$ 2,749	$ 3,605	(24)%
Diluted EPS	$ 0.50	$ 1.28	(61)%	$ 2.96	$ 3.71	(20)%
Diluted shares	914	962	(5)%	930	971	(4)%

U.S. product sales increased 2% and 4% during the three and nine months ended September 30, 2011, respectively. During these periods, U.S. sales were negatively impacted by declines in sales of our ESA products, in particular EPOGEN®, of 20% and 16%, respectively. Excluding sales of our ESA products, U.S. sales increased 12% and 14% during the three and nine months ended September 30, 2011, respectively.

Excluding the $35 million and $61 million favorable impacts of foreign exchange, international product sales increased 5% and 4% during the three and nine months ended September 30, 2011, respectively. During these periods, international sales were negatively impacted by declines in sales of Aranesp® of 4% and 3%, respectively. Excluding Aranesp® sales and the impact of foreign exchange, international sales grew 12% and 10% during the three and nine months ended September 30, 2011, respectively.

The decrease in other revenues for the nine months ended September 30, 2011, was due principally to certain milestone payments earned during the nine months ended September 30, 2010.

The increases in operating expenses for the three and nine months ended September 30, 2011, were driven primarily by the legal settlement charge and higher selling, general and administrative (SG&A) costs.

The decreases in net income for the three and nine months ended September 30, 2011, were due primarily to lower operating income; offset partially by lower effective income tax rates, due primarily to higher foreign tax credits in 2011 associated with the Puerto Rico excise tax discussed below.

The decreases in diluted EPS for the three and nine months ended September 30, 2011, were due to reductions in net income, offset partially by favorable impacts of our stock repurchase program, which reduced the number of shares used in the computations of diluted EPS.

Our results of operations for the three and nine months ended September 30, 2011, were impacted by the Puerto Rico excise tax. Commencing January 1, 2011, Puerto Rico imposes a temporary excise tax on the acquisition of goods and services from a related manufacturer in Puerto Rico. This tax is currently scheduled to expire in 2016. We account for the excise tax as a manufacturing cost that is capitalized in inventory and expensed in cost of sales when the related products are sold. For U.S. income tax purposes, the excise tax results in foreign tax credits that are generally recognized in our provision for income taxes in the year in which the excise tax is accrued. This excise tax has had and will continue to have a significant adverse impact on our cost of sales and a significant favorable impact on our provision for income taxes. In addition, the overall impact of the excise tax will vary from period to period as a result of the timing difference between recognizing the expense and the applicable foreign tax credit. As a result of the excise tax, for the three and nine months ended September 30, 2011, cost of sales increased by $74 million and $132 million, the provisions for income taxes were reduced by $106 million and $259 million, and EPS was favorably impacted by $0.04 and $0.14 per share, respectively.

As of September 30, 2011, our cash, cash equivalents and marketable securities totaled $17.7 billion and total debt outstanding was $14.3 billion. Of our total cash, cash equivalents and marketable securities balances as of September 30, 2011, approximately $16.8 billion was generated from operations in foreign tax jurisdictions and is intended to be invested indefinitely outside the United States. Under current tax laws, if these funds were repatriated for use in our U.S. operations, we would be required to pay additional U.S. federal and state income taxes at the applicable marginal tax rates.

Results of operations

Product sales

Worldwide product sales were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Neulasta®/NEUPOGEN ®	$ 1,335	$ 1,254	6 %	$ 3,893	$ 3,607	8 %
ENBREL	925	914	1 %	2,756	2,595	6 %
Aranesp®	600	623	(4)%	1,765	1,853	(5)%
EPOGEN®	476	653	(27)%	1,554	1,933	(20)%
Sensipar®/Mimpara ®	206	175	18 %	592	526	13 %
Vectibix®	79	70	13 %	235	209	12 %
Nplate®	77	60	28 %	217	164	32 %
Prolia®	51	10	—	122	13	—
XGEVA®	102	—	—	217	—	—
Other	26	—	—	37	—	—
Total product sales	$ 3,877	$ 3,759	3 %	$ 11,388	$ 10,900	4 %
Total U.S.	$ 2,965	$ 2,921	2 %	$ 8,718	$ 8,385	4 %
Total International	912	838	9 %	2,670	2,515	6 %
Total product sales	$ 3,877	$ 3,759	3 %	$ 11,388	$ 10,900	4 %

Product sales are influenced by a number of factors, some of which may impact sales of certain of our products more significantly than others. For a list of certain of these factors, see Item 7 — Product Sales in our Annual Report on Form 10-K for the year ended December 31, 2010, and Item 2 — Product Sales in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011.

Neulasta®/NEUPOGEN®

Total Neulasta®/NEUPOGEN® sales by geographic region were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Neulasta® — U.S.	$ 757	$ 692	9 %	$ 2,236	$ 1,972	13 %
NEUPOGEN® — U.S.	258	250	3 %	708	700	1 %
U.S. Neulasta®/NEUPOGEN® — Total	1,015	942	8 %	2,944	2,672	10 %
Neulasta® — International	246	224	10 %	718	668	7 %
NEUPOGEN® — International	74	88	(16)%	231	267	(13)%
International Neulasta®/NEUPOGEN® — Total	320	312	3 %	949	935	1 %
Total Neulasta®/NEUPOGEN®	$ 1,335	$ 1,254	6 %	$ 3,893	$ 3,607	8 %

The increase in combined U.S. sales of Neulasta®/NEUPOGEN® for the three months ended September 30, 2011, was driven primarily by an increase in the average net sales price, a favorable change in accounting estimates for sales discounts and an increase in unit demand. The increase in combined U.S. sales of Neulasta®/NEUPOGEN® for the nine months ended September 30, 2011, was driven primarily by increases in the average net sales price and unit demand.

Excluding the $14 million favorable impact of foreign exchange during the three months ended September 30, 2011, combined Neulasta®/NEUPOGEN® international sales decreased 2%, reflecting a decrease in the average net sales price, offset partially by an increase in unit demand, reflecting growth in Neulasta® due in part to continued conversion from NEUPOGEN®. Excluding the $25 million favorable impact of foreign exchange during the nine months ended September 30, 2011, combined Neulasta®/NEUPOGEN® international sales decreased 1%, driven by a decline in NEUPOGEN® sales due in part to biosimilar

competition, offset partially by an increase in Neulasta® sales due in part to continued conversion from NEUPOGEN®.

Future Neulasta®/NEUPOGEN® sales will depend in part on factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2010, and increased first cycle penetration.

ENBREL

Total ENBREL sales by geographic region were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
ENBREL — U.S.	$ 863	$ 856	1 %	$ 2,578	$ 2,429	6 %
ENBREL — Canada	62	58	7 %	178	166	7 %
Total ENBREL	$ 925	$ 914	1 %	$ 2,756	$ 2,595	6 %

The increase in ENBREL sales for the three months ended September 30, 2011, was driven by a mid single-digit percentage point increase in the average net sales price, offset substantially by a decrease in unit demand primarily in the dermatology segment due to share decline. The increase in ENBREL sales for the nine months ended September 30, 2011, was driven primarily by an increase in the average net sales price. ENBREL remains the leader in both the rheumatology and dermatology segments.

Future ENBREL sales will depend in part on factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2010.

Aranesp®

Total Aranesp® sales by geographic region were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Aranesp® — U.S.	$ 272	$ 283	(4)%	$ 763	$ 818	(7)%
Aranesp® — International	328	340	(4)%	1,002	1,035	(3)%
Total Aranesp®	$ 600	$ 623	(4)%	$ 1,765	$ 1,853	(5)%

The decrease in U.S. Aranesp® sales for the three months ended September 30, 2011, was due principally to a mid-twenties percentage point decrease in unit demand, offset partially by a low double-digit percentage point favorable change in accounting estimates for sales discounts and a mid single-digit percentage point increase in the average net sales price. This decrease in unit demand reflects an overall decline in the segment resulting from product label changes that occurred in June 2011. The decrease in U.S. Aranesp® sales for the nine months ended September 30, 2011, was due principally to a high-teens percentage point decrease in unit demand, offset partially by a mid single-digit percentage point increase in the average net sales price and a mid single-digit percentage point favorable change in accounting estimates for sales discounts. This decrease in unit demand reflects an overall decline in the segment.

Excluding the $10 million favorable impact of foreign exchange during the three months ended September 30, 2011, international Aranesp® sales decreased 6% due principally to an overall decline in the segment, while share remained stable. Excluding the $16 million favorable impact of foreign exchange during the nine months ended September 30, 2011, international Aranesp® sales decreased 5% due principally to a decrease in the average net sales price, reflecting an overall decline in the segment.

Future Aranesp® sales will depend in part on factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2010, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011; and CMS's recent changes related to the QIP.

EPOGEN®

Total EPOGEN® sales were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
EPOGEN® — U.S.	$ 476	$ 653	(27)%	$ 1,554	$ 1,933	(20)%

The decreases in EPOGEN® sales for the three and nine months ended September 30, 2011, were due primarily to declines in unit demand. During the three months ended September 30, 2011, a mid single-digit percentage point increase in the average net sales price was offset substantially by unfavorable changes in wholesaler inventories. The declines in unit demand reflect decreases in dose utilization due to implementation of the bundled payment system, product label changes that occurred in June 2011 and reimbursement changes proposed by CMS, offset slightly by patient population growth.

Future EPOGEN® sales will depend in part on factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2010, and our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011; and CMS's recent changes related to the QIP.

Other products

Other product sales by geographic region were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Sensipar® — U.S.	$ 135	$ 115	17 %	$ 375	$ 344	9 %
Sensipar® (Mimpara®) — International	71	60	18 %	217	182	19 %
Vectibix® — U.S.	30	30	—	91	84	8 %
Vectibix® — International	49	40	23 %	144	125	15 %
Nplate® — U.S.	43	35	23 %	120	95	26 %
Nplate® — International	34	25	36 %	97	69	41 %
Prolia® — U.S.	31	7	—	78	10	—
Prolia® — International	20	3	—	44	3	—
XGEVA® — U.S.	100	—	—	215	—	—
XGEVA® — International	2	—	—	2	—	—
Other — International	26	—	—	37	—	—
Total other products	$ 541	$ 315	72 %	$ 1,420	$ 912	56 %
Total U.S.	$ 339	$ 187	81 %	$ 879	$ 533	65 %
Total International	202	128	58 %	541	379	43 %
Total other products	$ 541	$ 315	72 %	$ 1,420	$ 912	56 %

Future sales of our other products will depend in part on factors set forth in our Annual Report on Form 10-K for the year ended December 31, 2010.

Selected operating expenses

Selected operating expenses were as follows (dollar amounts in millions):

	Three months ended September 30,			Nine months ended September 30,		
	2011	2010	Change	2011	2010	Change
Cost of sales (excludes amortization of certain acquired intangible assets)	$ 605	$ 587	3%	$ 1,771	$ 1,648	7%
% of product sales	15.6%	15.6%		15.6%	15.1%	
Research and development	$ 761	$ 719	6%	$ 2,316	$ 2,040	14%
% of product sales	19.6%	19.1%		20.3%	18.7%	
Selling, general and administrative	$ 1,125	$ 957	18%	$ 3,278	$ 2,827	16%
% of product sales	29.0%	25.5%		28.8%	25.9%	
Other	$ 854	$ —	—	$ 873	$ (1)	—

Cost of sales

Cost of sales remained unchanged at 15.6% of product sales for the three months ended September 30, 2011. Excluding the impact of the Puerto Rico excise tax, cost of sales would have been 13.7% of product sales compared with 15.6% for the corresponding period of the prior year. This decrease was driven primarily by lower bulk material cost and higher inventory write-offs during the three months ended September 30, 2010.

Cost of sales increased to 15.6% of product sales for the nine months ended September 30, 2011. Excluding the impact of the Puerto Rico excise tax, cost of sales would have been 14.4% of product sales compared with 15.1% for the corresponding period of the prior year. This decrease was driven primarily by lower bulk material cost and higher inventory write-offs during the nine months ended September 30, 2010, offset partially by certain expenses related to actions to improve cost efficiencies.

Research and development

The increase in R&D expense for the three months ended September 30, 2011, was driven primarily by (i) increased costs associated with supporting later stage clinical programs, including AMG 386, ganitumab (AMG 479), talimogene laherparepvec and AMG 145, of $54 million; offset partially by (ii) decreased support for our marketed products of $8 million; and (iii) decreases in discovery research and translational sciences activities of $4 million.

The increase in R&D expense for the nine months ended September 30, 2011, was driven primarily by (i) increased costs associated with supporting later stage clinical programs, including AMG 386, ganitumab (AMG 479), talimogene laherparepvec and AMG 145, of $205 million; (ii) increased support for our marketed products of $55 million, including support for Prolia®, among other programs, and our international expansion efforts; and (iii) increases in discovery research and translational sciences activities of $16 million due in part to process development efforts in support of our early pipeline.

Selling, general and administrative

The increase in SG&A expense for the three months ended September 30, 2011, was driven primarily by the U.S. healthcare reform federal excise fee of $29 million; higher ENBREL profit share expense of $26 million, under our collaboration agreement with Pfizer; increased expenses related to the launch of XGEVA® and expansion of our international operations of $28 million; and the unfavorable impact of foreign exchange of $31 million.

The increase in SG&A expense for the nine months ended September 30, 2011, was driven primarily by the U.S. healthcare reform federal excise fee of $113 million; higher ENBREL profit share expense of $96 million; increased expenses related to the launches of Prolia® and XGEVA® and expansion of our international operations of $100 million; and the unfavorable impact of foreign exchange of $64 million.

For the three and nine months ended September 30, 2011 and 2010, expenses associated with the ENBREL profit share were $328 million and $961 million, and $302 million and $865 million, respectively.

Under our collaboration agreement, we currently pay Pfizer a percentage of annual gross profits on our ENBREL sales in the United States and Canada attributable to all approved indications for ENBREL on a scale that increases as gross profits increase; however, we maintain a majority share of ENBREL profits. After expiration of the agreement in the fourth quarter of 2013, we will be required to pay Pfizer a declining percentage of annual net ENBREL sales in the United States and Canada for three years, ranging from 12% to 10%. The amounts of such payments are anticipated to be significantly less than what would be owed based on the terms of the current ENBREL profit share.

Other

The increases in other operating expenses for the three and nine months ended September 30, 2011, were driven primarily by the legal settlement charge of $780 million.

Non-operating expenses/income and provisions for income taxes

Non-operating expenses/income and provisions for income taxes were as follows (dollar amounts in millions):

	Three months ended September 30,		Nine months ended September 30,	
	2011	2010	2011	2010
Interest expense, net	$ 158	$ 150	$ 415	$ 442
Interest and other income, net	$ 87	$ 105	$ 364	$ 283
Provisions for income taxes	$ —	$ 198	$ 350	$ 713
Effective tax rate	0.0%	13.8%	11.3%	16.5%

Interest and other income, net

The increase in interest and other income, net, for the nine months ended September 30, 2011, was due primarily to higher net realized gains on investments of $71 million.

Income taxes

Our effective tax rates for the three and nine months ended September 30, 2011, were 0.0% and 11.3%, respectively, compared with 13.8% and 16.5%, respectively, for the corresponding periods of the prior year. The decreases in our effective tax rates were due primarily to foreign tax credits associated with the Puerto Rico excise tax. In addition, our tax provision for the three months ended September 30, 2011, was impacted by changes to our income before income taxes due to the legal settlement charge. Excluding the impact of these items, our effective tax rates for the three and nine months ended September 30, 2011, would have been 13.9% and 17.1%, respectively. In comparison to the respective prior year periods, these rates were higher due to the effect of the non-deductible U.S. healthcare reform federal excise fee beginning in 2011 and the favorable resolution of certain prior years' non-routine transfer pricing matters with tax authorities during the three months ended September 30, 2010, offset partially by the federal R&D credit that was not in effect in the prior year and changes in revenue and expense mix.

See Note 3, Income taxes to the condensed consolidated financial statements for further discussion.

Financial condition, liquidity and capital resources

Selected financial data was as follows (in millions):

	September 30, 2011	December 31, 2010
Cash, cash equivalents and marketable securities	$ 17,676	$ 17,422
Total assets	45,765	43,486
Commercial paper borrowings	300	—
Current portion of long-term debt	84	2,488
Long-term debt	13,881	10,874
Stockholders' equity	23,553	23,944

The Company intends to continue to return capital to stockholders through share repurchases and the payment of cash dividends. On April 20, 2011, the Board of Directors authorized us to repurchase up to an additional $5 billion of our common stock, and on October 13, 2011, the Board of Directors increased the total authorization for repurchase of our common stock by $6.1 billion to $10 billion. On April 20, 2011, the Board of Directors also approved a dividend policy related to our common stock and subsequently, on July 28, 2011, declared a cash dividend of $0.28 per share of common stock, which was paid on September 8, 2011, and on October, 13, 2011, declared a cash dividend of $0.28 per share of common stock, which will be paid on December 8, 2011. Both our plans to pay dividends and repurchase stock reflect our confidence in the future cash flows of our business. Repurchases under our stock repurchase program also reflect our confidence in the long-term value of the Company. The amount we spend, the number of shares repurchased and the timing of such repurchases will vary based on a number of factors, including the stock price, the availability of financing on acceptable terms, the amount and timing of dividend payments and blackout periods in which we are restricted from repurchasing shares; and the manner of purchases may include private block purchases, tender offers, as well as market transactions. Whether and when we declare dividends or repurchase stock, the size of any dividend and the amount of stock we repurchase could be affected by a number of additional factors. See Item 1A. Risk Factors — There can be no assurance that we will continue to declare cash dividends or repurchase stock in Part II of our Quarterly Report on Form 10-Q for the period ended March 31, 2011, and September 30, 2011.

We believe existing funds, cash generated from operations and existing sources of and access to financing are adequate to satisfy our working capital; capital expenditure and debt service requirements; our plans to pay dividends and repurchase stock; and other business initiatives we plan to strategically pursue, including acquisitions and licensing activities, in each case for the foreseeable future. We anticipate that our liquidity needs can be met through a variety of sources, including cash provided by operating activities, sales of marketable securities, borrowings through commercial paper and/or our syndicated credit facility and access to other domestic and foreign debt markets and equity markets. With respect to our U.S. operations, we believe that existing funds intended for use in the United States (U.S. funds); cash generated from our U.S. operations, including intercompany payments and receipts; and existing sources of and access to financing are adequate to continue to meet our U.S. obligations (including our plans to pay dividends and repurchase stock with U.S. funds) for the foreseeable future. See Item 1A. Risk Factors — Current economic conditions may magnify certain risks that affect our business in Part I of our Annual Report on Form 10-K for the year ended December 31, 2010, and in Part II of our Quarterly Reports on Form 10-Q for the periods ended June 30, 2011, and September 30, 2011.

Certain of our financing arrangements contain non-financial covenants, and we were in compliance with all applicable covenants as of September 30, 2011. None of our financing arrangements contain any financial covenants.

Cash flows

Our cash flow activity was as follows (in millions):

	Nine months ended September 30,	
	2011	2010
Net cash provided by operating activities	$ 3,535	$ 3,779
Net cash used in investing activities	(566)	(3,661)
Net cash used in financing activities	(2,365)	(51)

Operating

Cash provided by operating activities has been and is expected to continue to be our primary recurring source of funds. Cash provided by operating activities during the nine months ended September 30, 2011, decreased due primarily to the impact of increased inventory related expenditures and the timing and amount of payments to vendors, offset partially by the timing and amounts of payments to tax authorities. The reduction in net income during the nine months ended September 30, 2011, was driven primarily by the accrual of the legal settlement charge of $780 million, which will be paid in a subsequent period.

Investing

Cash used in investing activities during the nine months ended September 30, 2011, was due primarily to cash used for acquiring businesses totaling $701 million and capital expenditures of $343 million, offset partially by net proceeds from sales and maturities of marketable securities of $467 million. For the nine months ended September 30, 2010, cash used in investing activities was due primarily to net purchases of marketable securities of $3.2 billion and capital expenditures of $398 million. Capital expenditures during both the nine months ended September 30, 2011 and 2010, were associated primarily with manufacturing-capacity expansions in Puerto Rico and other site developments. We currently estimate 2011 spending on capital projects and equipment to be approximately $600 million.

Financing

Cash used in financing activities during the nine months ended September 30, 2011, was due to the repurchases of our common stock of $3.0 billion; repayment of $2.5 billion of long-term debt; and payment of dividends of $255 million, offset partially by the net proceeds from issuance of long-term debt and commercial paper of $3.3 billion. Cash used in financing activities during the nine months ended September 30, 2010, was due to the repurchases of our common stock of $2.6 billion, offset substantially by the net proceeds from issuance of long-term debt of $2.5 billion.

See Note 8, Financing arrangements and Note 9, Stockholders' equity to the condensed consolidated financial statements for further discussion.

Critical accounting policies

The preparation of our condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the notes to the financial statements. Some of those judgments can be subjective and complex, and therefore, actual results could differ materially from those estimates under different assumptions or conditions. A summary of our critical accounting policies is presented in Part II, Item 7, of our Annual Report on Form 10-K for the year ended December 31, 2010, and supplemented in Part I, Item 2, of our Quarterly Report on Form 10-Q for the period ended June 30, 2011. There have been no material changes to our critical accounting policies in the three months ended September 30, 2011.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Information about our market risk is disclosed in Part II, Item 7A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and is incorporated herein by reference. There have been no material changes for the nine months ended September 30, 2011, to the information provided in Part II, Item 7A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010.

Item 4. CONTROLS AND PROCEDURES

We maintain “disclosure controls and procedures,” as such term is defined under Exchange Act Rule 13a-15(e), that are designed to ensure that information required to be disclosed in Amgen’s Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to Amgen’s management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosures. In designing and evaluating the disclosure controls and procedures, Amgen’s management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and, in reaching a reasonable level of assurance, Amgen’s management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. We have carried out an evaluation under the supervision and with the participation of our management, including Amgen’s Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of Amgen’s disclosure controls and procedures. Based upon their evaluation and subject to the foregoing, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2011.

Management determined that, as of September 30, 2011, there were no changes in our internal control over financial reporting that occurred during the fiscal quarter then ended that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

See Note 12, Contingencies and commitments to the condensed consolidated financial statements included in our Quarterly Reports on Form 10-Q for the periods ended September 30, 2011, June 30, 2011, and March 31, 2011, for discussions that are limited to certain recent developments concerning our legal proceedings. These discussions should be read in conjunction with Note 19, Contingencies and commitments to our consolidated financial statements in Part IV of our Annual Report on Form 10-K for the year ended December 31, 2010.

Item 1A. RISK FACTORS

This report and other documents we file with the SEC contain forward looking statements that are based on current expectations, estimates, forecasts and projections about us, our future performance, our business or others on our behalf, our beliefs and our management's assumptions. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. You should carefully consider the risks and uncertainties facing our business. We have described the primary risks relating to our business in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and periodically update those risks for material developments. These risks are not the only ones facing us. Our business is also subject to the risks that affect many other companies, such as employment relations, general economic conditions, geopolitical events and international operations. Further, additional risks not currently known to us or that we currently believe are immaterial also may impair our business, operations, liquidity and stock price materially and adversely.

Below, we are providing, in supplemental form, the material changes to our risk factors that occurred during the past quarter. Our risk factors disclosed in Part I, Item 1A, of our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and in Part II, Item IA, of our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011, and June 30, 2011, provide additional disclosure and context for these supplemental risks and are incorporated herein by reference.

Global Economic Environment

The information below regarding the global economic environment updates the following risk factors described in our Annual Report on Form 10-K for the fiscal year ended December 31, 2010, and in our Quarterly Reports on Form 10-Q for the periods ended March 31, 2011 and June 30, 2011: — Our sales depend on coverage and reimbursement from third-party payers; and — Current economic conditions may magnify certain risks that affect our business.

Our operations and performance have been, and may continue to be, affected by economic conditions. Sales of our principal products are dependent, in part, on the availability and extent of reimbursement from third-party payers, including government programs such as Medicare and Medicaid and private payer healthcare and insurance programs. In the United States, there is an increased focus from the federal government and others on analyzing the impact of various regulatory programs on the federal deficit, which could result in increased pressure on federal programs to reduce costs. The Budget Control Act, signed into law in the United States in August 2011, mandated the creation of the Joint Committee on Deficit Reduction (Joint Committee) which was charged with identifying at least $1.2 trillion in savings over ten years. The Joint Committee is required to develop and agree on specific deficit-reducing actions by November 23, 2011, and Congress must then vote on such actions by December 23, 2011. If Congress fails to reduce the U.S. deficit by at least $1.2 trillion by this deadline, a government-wide two percent sequestration will occur, which would include cuts to Medicare of up to two percent of program spending per fiscal year. Several deficit reduction proposals have been put forth by President Obama or Congressional committees, including proposals designed to further limit federal healthcare expenditures. While we cannot predict whether any deficit reduction actions will be agreed to by the Joint Committee and approved by Congress and/or whether a government budget sequestration will occur, a reduction in the availability or extent of reimbursement from U.S. government programs as a result of changes such as those that have been proposed could have a material adverse effect on the sales of our products, our business and results of operations.

Economic conditions continue to affect our operations and performance outside the United States as well, particularly in countries where government-sponsored healthcare systems are the primary payers for healthcare expenditures, including drugs and biologics. In Europe, economic conditions across the region could potentially be impacted by countries of key concern like Greece, which is facing possible default of its sovereign debt obligations, and Spain and Italy, whose sovereign debt obligations were recently downgraded. While mandatory price reductions have been a recurring aspect of business for the pharmaceutical and biotechnology industries outside of the United States, given the current worldwide economic conditions, certain countries have increased the frequency and/or size of such mandatory price reductions to extract further cost savings. Austerity plans in a number of countries, including Greece, Italy, Spain, and Portugal, have targeted the pharmaceutical sector with multiple mechanisms to reduce government expenditures. Similarly, fiscal constraints may also impact the extent to which countries are willing to reward new innovative

therapies and/or allow access to new technologies. While we cannot fully predict the extent of further price reductions and/or reimbursement restrictions taken by governmental payers outside of the United States or the impact such actions will have on our business, such reductions in price and/or the coverage and reimbursement for our products could have a material adverse effect on the sales of our products, our business and results of operation.

Additionally, we rely upon third-parties for certain parts of our business, including licensees and partners, wholesale distributors of our products, contract clinical trial providers, contract manufacturers and single third-party suppliers. Because of the recent volatility in the financial markets, there may be a disruption or delay in the performance or satisfaction of commitments to us by these third-parties which could have a material adverse affect on our business and results of operations. Current economic conditions may adversely affect the ability of our distributors, customers and suppliers to obtain liquidity required to buy inventory or raw materials and to perform their obligations under agreements with us, which could disrupt our operations. Further, economic conditions appear to have affected, and may continue to affect, the business practices of our wholesale distributors in a manner that has and may continue to contribute to lower sales of our products. For example, in the first quarter of 2009, certain of our wholesale distributors lowered their levels of inventory on hand, which we believe was done to reduce their carrying costs and improve their results of operations. Although we monitor our distributors', customers' and suppliers' financial condition and their liquidity in order to mitigate our business risks, some of our distributors, customers and suppliers may become insolvent, which could negatively impact our business and results of operations. These risks may be elevated with respect to our interactions with third parties with substantial operations in countries where current economic conditions are the most severe, particularly where such third parties are themselves exposed to sovereign risk from business interactions directly with fiscally-challenged government payers.

Our business may be affected by litigation and government investigations.

We have reached an agreement in principle to settle the allegations regarding our sales and marketing practices arising out of the ongoing civil and criminal investigations conducted by the U.S. Attorney's Offices for the Eastern District of New York and the Western District of Washington. (See Note 12, Contingencies and commitments in the notes to our condensed consolidated financial statements.) The proposed settlement involves numerous state and federal agencies and remains subject to continuing discussions regarding the components of the agreement, and the completion and execution of all required documentation. Until the proposed settlement becomes final, there can be no guarantee that these matters will be resolved by the agreement in principle. If the proposed settlement is not finalized as proposed, we would have to continue to explain and defend our actions to government entities involved, which would be burdensome, expensive and time-consuming for us and could result in criminal charges, civil penalties or other enforcement actions. In addition, while the agreement in principle includes the dismissal of the claims of the government in the Ten Qui Tam Actions (as defined in Note 12, Contingencies and commitments in the notes to our condensed consolidated financial statements), the individual Relators in the Ten Qui Tam Actions have the opportunity to join in the proposed settlement or, if they object, to have the settlement evaluated in a federal court fairness hearing to determine whether it is fair, adequate and reasonable under all the circumstances. If the court determines that the settlement is not fair, adequate and reasonable, then we would have the option to continue to defend our actions in court, or to seek to negotiate a new settlement. We have been made aware that we are a defendant in several other civil qui tam actions that remain under seal in the U.S. federal courts where they were filed. Included with these actions are allegations that our promotional, contracting, sales and marketing activities relating to ENBREL and Aranesp® caused the submission of various false claims under the Federal Civil False Claims Act and various State False Claims Acts. Certain of the allegations in these other actions are not encompassed in the proposed settlement discussed above. In addition, as described in Note 12, Contingencies and commitments in the notes to our condensed consolidated financial statements, this proposed settlement does not cover a number of other litigation matters that will continue to be pending against us.

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

Our success depends in part on our ability to obtain and defend patent rights and other intellectual property rights that are important to the commercialization of our products and product candidates. The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and often involve complex legal, scientific and factual questions. Third parties may challenge,

invalidate or circumvent our patents and patent applications relating to our products, product candidates and technologies. In addition, our patent positions might not protect us against competitors with similar products or technologies because competing products or technologies may not infringe our patents. For certain of our product candidates, there are third parties who have patents or pending patent applications that they may claim necessitate payment of a royalty or prevent us from commercializing these product candidates in certain territories. Patent disputes are frequent, costly and can preclude, delay or increase the cost of commercialization of products. We have been in the past, and may be in the future, involved in patent litigation. A determination made by a court, agency or tribunal concerning infringement, validity, enforceability, injunctive or economic remedy, or the right to patent protection, for example, are typically subject to appellate or administrative review. Upon review, such initial determinations may be afforded little or no deference by the reviewing tribunal and may be affirmed, reversed, or made the subject of reconsideration through further proceedings. A patent dispute or litigation may not discourage a potential violator from bringing the product that is alleged to infringe to market prior to a final resolution of the dispute or litigation. For example, until the Pennsylvania District Court entered final judgment and a permanent injunction against Teva on July 15, 2011 pursuant to a joint stipulation and settlement agreement between the parties (see Note 12, Contingencies and commitments to our condensed consolidated financial statements in our Quarterly Report on Form 10-Q for the period ended June 30, 2011), Teva had announced that it intended to sell its filgrastim product, upon approval from the FDA, in the United States without a license from us and prior to the expiration of our granulocyte colony-stimulating factor (G-CSF) patents. The period of time from inception until resolution of a patent dispute or litigation is subject to the availability and schedule of the court, agency or tribunal before which the dispute or litigation is pending. We may be subject to competition during this period and may not be able to fully recover for the losses, damages, and harms we incur from infringement by the competitor product even if we prevail. Moreover, if we lose or settle current or future litigations at certain stages or entirely, we could be subject to competition and/or significant liabilities, be required to enter into third-party licenses for the infringed product or technology or be required to cease using the technology or product in dispute. In addition, we cannot guarantee that such licenses will be available on terms acceptable to us, or at all.

Further, under the Hatch-Waxman Act, products approved by the FDA under a new drug application may be the subject of patent litigation with generic competitors before the five year period of data exclusivity provided for under the Hatch-Waxman Act has expired and prior to the expiration of the patents listed for the product.

Over the next several years, many of the existing patents on our principal products will begin to expire. As our patents expire, competitors may be able to legally produce and market similar products or technologies, including biosimilars, which may result in a reduction in the use and sales of our products. We have received, and we continue to seek, additional patent protection relating to our products, including patents on our products, specific processes for making our products, formulations and particular uses of our products. While our patent estate on some products may broaden as patents that have been pending in the patent office are ultimately issued, competitors may be able to invalidate, design around or otherwise circumvent our patents and sell competing products. For example, while we do not expect biosimilars competition on ENBREL in the United States for the foreseeable future, there are a number of competing therapies currently on the market and more in clinical development that are different from ENBREL but are used to treat the same inflammatory diseases treated by ENBREL. Although we continue to develop new products, and obtain patent protection for these new product candidates, we may not be able to replace the revenue lost upon the expiration of the patents on our current products.

From time to time, U.S. and other policymakers have proposed reforming the patent laws and regulations of their countries. In September 2011, after years of Congressional debate regarding patent reform legislation, President Obama signed into law the America Invents Act (the Act) considered by many to be the most substantial revision of U.S. patent law since 1952. The Act's various provisions will go into effect over an 18-month period. The Act changes the current "first-to-invent" system to a system that awards a patent to the "first-inventor-to-file" for an application for a patentable invention. This change alters the pool of available materials that can be used to challenge patents and eliminates the ability to rely on prior research work in order to lay claim to patent rights. Disputes as to whether the first filer is in fact the true inventor will be resolved through newly implemented derivation proceedings. The Act also creates mechanisms to allow challenges to newly issued patents in the patent office in post-grant proceedings and new inter partes reexamination proceedings. Although many of the changes bring U.S. law into closer harmony with European and other national patent laws, the new bases and procedures may make it easier for competitors to challenge our patents, which could have a material adverse effect on our business. The changes may also make it harder to challenge third-party patents and place greater importance on being the first inventor to file a patent application on an invention.

We must conduct clinical trials in humans before we can commercialize and sell any of our product candidates or existing products for new indications.

We rely on unaffiliated third-party vendors to perform certain aspects of our clinical trial operations. In addition, some of our clinical trials involve drugs manufactured and marketed by other pharmaceutical companies. These drugs may be administered in a clinical trial in combination with one of our product candidates or in a head-to-head study comparing the products' relative efficacy and safety. In the event that any of these vendors or pharmaceutical companies has unforeseen issues that negatively impact the quality of their work or creates a shortage of supply, our ability to complete our applicable clinical trials and/or evaluate clinical results may also be negatively impacted. As a result, this could adversely affect our ability to file for, gain or maintain regulatory approvals worldwide on a timely basis, if at all.

The adoption of new tax legislation or exposure to additional tax liabilities could affect our profitability.

We are subject to income and other taxes in the United States and other jurisdictions in which we do business. Our provision for income taxes and results of operations in the future could be adversely affected by changes to our operating structure, changes in the mix of earnings in countries with differing tax rates, changes in the valuation of deferred tax assets and liabilities, and changes in applicable tax laws regulations, or administrative interpretations thereof. For example, there are several proposals under consideration in the U.S. to reform tax law, including proposals that may reduce or eliminate the deferral of U.S. income tax on our unrepatriated foreign earnings. While it is uncertain how the U.S. Congress may address U.S. tax policy matters in the future, reform of U.S. taxation, including taxation of international income, continues to be a topic of discussion for the U.S. Congress and the Administration. A significant change to the U.S. tax system, such as a change to the taxation of international income, could have a material adverse effect on our financial results.

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

On September 30, 2011, the Kidney Disease: Improving Global Outcomes group (KDIGO) released its draft global anemia clinical practice guidelines for public review and comment. KDIGO has indicated that final guidelines could be available by early 2012.

ESA developments

On November 1, 2011, CMS finalized a rule to update various provisions of its bundled payment system for dialysis services and the related ESRD QIP (see Part I. Item 2. MD&A – Significant developments – ESAs).

Our ESA products continue to be under review and receive scrutiny by regulatory authorities

The West German Study Group will be presenting data from the ARA Plus Study, one of the studies included in our pharmacovigilance program for Aranesp®, at the San Antonio Breast Cancer Symposium in December 2011.

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

In addition to the clinical trials that we choose to or are required to conduct to evaluate our products or product candidates, other organizations may also conduct clinical trials that use our products. The results of those clinical trials can affect our ability to maintain or gain regulatory approval whether or not those trials are conducted by us. For example, we have learned that the investigator-sponsored REAL-3 trial, a phase 3 study examining panitumumab for the treatment of advanced esophagogastric cancer, was recently closed for recruitment by the study sponsor, the Royal Marsden NHS Foundation Trust. The sponsor has informed us that recruitment was closed because an independent data monitoring committee found a statistically significant difference in overall survival between the two arms of the trial, with inferior outcomes demonstrated in patients treated in the experimental arm (reduced dose of Epirubicin, Oxaliplatin and Capecitabine (EOX) chemotherapy regimens plus panitumumab compared to standard dose EOX alone). At this time, we have received limited data from the study sponsor. While panitumumab is not approved for the treatment of advanced esophagogastric cancer and we are not pursuing approval in this indication through Amgen-sponsored studies, regulatory authorities may request to review this new trial data. Such authorities could determine that this data is relevant to the use of panitumumab in indications other than advanced esophagogastric cancer and take regulatory actions that affect our approved indications, including requiring the addition of relevant safety data to the approved labeling for panitumumab.

There can be no assurance that we will continue to declare cash dividends or repurchase stock.

On October 13, 2011, our Board of Directors increased the total authorization for repurchases of our common stock by $6.1 billion to $10 billion.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The amount we spend, the number of shares repurchased and the timing of such repurchases will vary based on a number of factors, including the stock price, the availability of financing on acceptable terms, the amount and timing of dividend payments and blackout periods in which we are restricted from repurchasing shares; and the manner of purchases may include private block purchases, tender offers, as well as market transactions.

Our repurchase activity for the three months ended September 30, 2011, was as follows:

	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced program	Maximum $ value that may yet be purchased under the program[1]
July 1 - July 31	—	$ —	—	$ 6,431,749,468
August 1 - August 31	28,463,800	52.20	28,463,800	4,945,936,828
September 1 - September 30	16,939,600	55.21	16,939,600	4,010,746,811
	45,403,400	53.32	45,403,400	

(1) Following the repurchase of $147 million in additional shares in early October 2011, on October 13, 2011, our Board of Directors increased the authorization for repurchase of our common stock by $6.1 billion to an aggregate of $10 billion.

Item 6. EXHIBITS

Reference is made to the Index to Exhibits included herein.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report to be signed on its behalf by the undersigned, thereunto duly authorized.

Amgen Inc.
(Registrant)

Date: November 4, 2011

By: /s/ Jonathan M. Peacock
Jonathan M. Peacock
Executive Vice President
and Chief Financial Officer

AMGEN INC.

INDEX TO EXHIBITS

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of January 24, 2011, among BioVex Group, Inc., BioVex Limited, Amgen Inc., Andromeda Acquisition Corp. and Forbion 1 Management B.V. as the Stockholders' Agent (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
2.2	First Amendment to the Agreement and Plan of Merger, dated as of March 3, 2011, by and among BioVex Group, Inc., BioVex Limited, Amgen Inc., Andromeda Acquisition Corp. and Forbion 1 Management B.V. as the Stockholders' Agent (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
3.1	Restated Certificate of Incorporation (As Restated December 7, 2005). (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
3.2	Certificate of Amendment of the Restated Certificate of Incorporation (As Amended May 24, 2007). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)
3.3	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 24, 2007). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)
3.4	Certificate of Elimination of the Certificate of Designations of the Series A Junior Participating Preferred Stock (As Eliminated December 9, 2008). (Filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009 and incorporated herein by reference.)
3.5	Certificate of Amendment of the Restated Certificate of Incorporation (As Amended May 11, 2009). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)
3.6	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 11, 2009). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)
3.7	Certificate of Correction of the Restated Certificate of Incorporation (As Corrected May 13, 2010). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2010 on August 9, 2010.)
3.8	Amended and Restated Bylaws of Amgen Inc. (As Amended and Restated October 6, 2009). (Filed as an exhibit to Form 8-K filed on October 7, 2009 and incorporated herein by reference.)
4.1	Form of stock certificate for the common stock, par value $.0001 of the Company. (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 1997 on May 13, 1997 and incorporated herein by reference.)
4.2	Form of Indenture, dated January 1, 1992. (Filed as an exhibit to Form S-3 Registration Statement filed on December 19, 1991 and incorporated herein by reference.)
4.3	Agreement of Resignation, Appointment and Acceptance dated February 15, 2008. (Filed as an exhibit to Form 10-K for the year ended December 31, 2007 on February 28, 2008 and incorporated herein by reference.)
4.4	Two Agreements of Resignation, Appointment and Acceptance in the same form as the previously filed Exhibit 4.3 hereto are omitted pursuant to instruction 2 to Item 601 of Regulation S-K. Each of these agreements, which are dated December 15, 2008, replaces the current trustee under the agreements listed as Exhibits 4.9 and 4.15, respectively, with Bank of New York Mellon. Amgen Inc. hereby agrees to furnish copies of these agreements to the Securities and Exchange Commission upon request.
4.5	First Supplemental Indenture, dated February 26, 1997. (Filed as an exhibit to Form 8-K on March 14, 1997 and incorporated herein by reference.)
4.6	8-1/8% Debentures due April 1, 2097. (Filed as an exhibit to Form 8-K filed on April 8, 1997 and incorporated herein by reference.)
4.7	Officer's Certificate, dated as of January 1, 1992, as supplemented by the First Supplemental Indenture, dated as of February 26, 1997, establishing a series of securities entitled "8 1/8% Debentures due April 1, 2097." (Filed as an exhibit to Form 8-K filed on April 8, 1997 and incorporated herein by reference.)
4.8	Form of Liquid Yield Option™ Note due 2032. (Filed as an exhibit to Form 8-K on March 1, 2002 and incorporated herein by reference.)

Exhibit No.	Description
4.9	Indenture, dated as of March 1, 2002. (Filed as an exhibit to Form 8-K on March 1, 2002 and incorporated herein by reference.)
4.10	First Supplemental Indenture, dated March 2, 2005. (Filed as an exhibit to Form 8-K filed on March 4, 2005 and incorporated herein by reference.)
4.11	Indenture, dated as of August 4, 2003. (Filed as an exhibit to Form S-3 Registration Statement on August 4, 2003 and incorporated herein by reference.)
4.12	Form of 4.85% Senior Notes due 2014. (Filed as an exhibit to Form 8-K on November 19, 2004 and incorporated herein by reference.)
4.13	Officers' Certificate, dated November 18, 2004, including forms of the 4.00% Senior Notes due 2009 and 4.85% Senior Notes due 2014. (Filed as an exhibit to Form 8-K on November 19, 2004 and incorporated herein by reference.)
4.14	Form of Zero Coupon Convertible Note due 2032. (Filed as an exhibit to Form 8-K on May 6, 2005 and incorporated herein by reference.)
4.15	Indenture, dated as of May 6, 2005. (Filed as an exhibit to Form 8-K on May 6, 2005 and incorporated herein by reference.)
4.16	Indenture, dated as of February 17, 2006 and First Supplemental Indenture, dated as of June 8, 2006 (including form of 0.375% Convertible Senior Note due 2013). (Filed as exhibit to Form 10-Q for the quarter ended June 30, 2006 on August 9, 2006 and incorporated herein by reference.)
4.17	Corporate Commercial Paper - Master Note between and among Amgen Inc., as Issuer, Cede & Co., as Nominee of The Depository Trust Company, and Citibank, N.A., as Paying Agent. (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 1998 on May 13, 1998 and incorporated herein by reference.)
4.18	Officers' Certificate of Amgen Inc. dated as of May 30, 2007, including forms of the Company's Senior Floating Rate Notes due 2008, 5.85% Senior Notes due 2017 and 6.375% Senior Notes due 2037. (Filed as an exhibit to Form 8-K on May 30, 2007 and incorporated herein by reference.)
4.19	Officers' Certificate of Amgen Inc. dated as of May 23, 2008, including forms of the Company's 6.15% Senior Notes due 2018 and 6.90% Senior Notes due 2038. (Filed as exhibit to Form 8-K on May 23, 2009 and incorporated herein by reference.)
4.20	Officers' Certificate of Amgen Inc. dated as of January 16, 2009, including forms of the Company's 5.70% Senior Notes due 2019 and 6.40% Senior Notes due 2039. (Filed as exhibit to Form 8-K on January 16, 2009 and incorporated herein by reference.)
4.21	Officers' Certificate of Amgen Inc. dated as of March 12, 2010, including forms of the Company's 4.50% Senior Notes due 2020 and 5.75% Senior Notes due 2040. (Filed as exhibit to Form 8-K on March 15, 2010 and incorporated herein by reference.)
4.22	Officers' Certificate of Amgen Inc., dated as of September 16, 2010, including forms of the Company's 3.45% Senior Notes due 2020 and 4.95% Senior Notes due 2041. (Filed as an exhibit to Form 8-K on September 17, 2010 and incorporated herein by reference.)
4.23	Officers' Certificate of Amgen Inc., dated as of June 30, 2011, including forms of the Company's 2.30% Senior Notes due 2016, 4.10% Senior Notes due 2021 and 5.65% Senior Notes due 2042. (Filed as an exhibit to Form 8-K on June 30, 2011 and incorporated herein by reference.)
10.1+	Amgen Inc. 2009 Equity Incentive Plan. (Filed as Appendix A to Amgen Inc.'s Proxy Statement on March 26, 2009 and incorporated herein by reference.)
10.2+	Form of Stock Option Agreement for the Amgen Inc. 2009 Equity Incentive Plan. (As Amended on March 2, 2011.) (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
10.3+	Form of Restricted Stock Unit Agreement for the Amgen Inc. 2009 Equity Incentive Plan. (As Amended on March 2, 2011.) (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
10.4+	Amgen Inc. 2009 Performance Award Program. (As Amended and Restated on December 4, 2009.) (Filed as an exhibit to Form 10-K for the year ended December 31, 2009 on March 1, 2010 and incorporated herein by reference.)
10.5+	Form of Performance Unit Agreement for the Amgen Inc. 2009 Performance Award Program. (As Amended on March 2, 2011.) (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
10.6+	Amgen Inc. 2009 Director Equity Incentive Program. (Filed as an exhibit to Form 8-K on May 8, 2009 and incorporated herein by reference.)

Exhibit No.	Description
10.7+	Form of Grant of Non-Qualified Stock Option Agreement and Restricted Stock Unit Agreement for the Amgen Inc. 2009 Director Equity Incentive Program. (Filed as an exhibit to Form 8-K on May 8, 2009 and incorporated herein by reference.)
10.8+	Amgen Supplemental Retirement Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.9+	First Amendment to the Amgen Supplemental Retirement Plan, effective April 11, 2011. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2011 on August 8, 2011 and incorporated herein by reference.)
10.10+	Amended and Restated Amgen Change of Control Severance Plan. (As Amended and Restated effective December 9, 2010 and subsequently amended effective March 2, 2011.) (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2011 on May 10, 2011 and incorporated herein by reference.)
10.11+	Amgen Inc. Executive Incentive Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.12+	Amgen Inc. Executive Nonqualified Retirement Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.13+	First Amendment to the Amgen Inc. Executive Nonqualified Retirement Plan. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2010 on August 9, 2010 and incorporated herein by reference.)
10.14+	Amgen Nonqualified Deferred Compensation Plan. (As Amended and Restated effective January 1, 2009.) (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2008 on November 7, 2008 and incorporated herein by reference.)
10.15+	First Amendment to the Amgen Nonqualified Deferred Compensation Plan, effective April 11, 2011. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2011 on August 8, 2011 and incorporated herein by reference.)
10.16+	2002 Special Severance Pay Plan for Amgen Employees. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2002 on August 13, 2002 and incorporated herein by reference.)
10.17+	Agreement between Amgen Inc. and Mr. Jonathan M. Peacock, dated July 5, 2010. (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.18	Consulting Agreement, effective February 1, 2011, between Amgen Inc. and Mr. George Morrow. (Filed as an exhibit to Form 8-K on October 22, 2010 and incorporated herein by reference).
10.19	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated, September 30, 1985 between Amgen and Ortho Pharmaceutical Corporation. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.20	Shareholders' Agreement, dated May 11, 1984, among Amgen, Kirin Brewery Company, Limited and Kirin-Amgen, Inc. (Filed as an exhibit to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.21	Amendment No. 1 dated March 19, 1985, Amendment No. 2 dated July 29, 1985 (effective July 1, 1985), and Amendment No. 3, dated December 19, 1985, to the Shareholders' Agreement dated May 11, 1984. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.22	Amendment No. 4 dated October 16, 1986 (effective July 1, 1986), Amendment No. 5 dated December 6, 1986 (effective July 1, 1986), Amendment No. 6 dated June 1, 1987, Amendment No. 7 dated July 17, 1987 (effective April 1, 1987), Amendment No. 8 dated May 28, 1993 (effective November 13, 1990), Amendment No. 9 dated December 9, 1994 (effective June 14, 1994), Amendment No. 10 effective March 1, 1996, and Amendment No. 11 effective March 20, 2000 to the Shareholders' Agreement, dated May 11, 1984. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.23	Amendment No. 12 to the Shareholders' Agreement, dated January 31, 2001. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2005 on August 8, 2005 and incorporated herein by reference.)
10.24	Amendment No. 13 to the Shareholders' Agreement, dated June 28, 2007 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2007 on August 9, 2007 and incorporated herein by reference.)

Exhibit No.	Description
10.25	Product License Agreement, dated September 30, 1985, and Technology License Agreement, dated September 30, 1985, between Kirin-Amgen, Inc. and Ortho Pharmaceutical Corporation. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2000 on August 1, 2000 and incorporated herein by reference.)
10.26	Research, Development Technology Disclosure and License Agreement: PPO, dated January 20, 1986, by and between Kirin Brewery Co., Ltd. and Amgen Inc. (Filed as an exhibit to Amendment No. 1 to Form S-1 Registration Statement on March 11, 1986 and incorporated herein by reference.)
10.27	Assignment and License Agreement, dated October 16, 1986 (effective July 1, 1986, between Amgen and Kirin-Amgen, Inc. (Filed as an exhibit to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.28	G-CSF United States License Agreement, dated June 1, 1987 (effective July 1, 1986), Amendment No. 1, dated October 20, 1988, and Amendment No. 2, dated October 17, 1991 (effective November 13, 1990), between Kirin-Amgen, Inc. and Amgen Inc. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.29	G-CSF European License Agreement, dated December 30, 1986, between Kirin-Amgen and Amgen, Amendment No. 1 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated June 1, 1987, Amendment No. 2 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated March 15, 1998, Amendment No. 3 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated October 20, 1988, and Amendment No. 4 to Kirin-Amgen, Inc. / Amgen G-CSF European License Agreement, dated December 29, 1989, between Kirin-Amgen, Inc. and Amgen Inc. (Filed as exhibits to Form 10-K for the year ended December 31, 2000 on March 7, 2001 and incorporated herein by reference.)
10.30	Agreement Regarding Governance and Commercial Matters, dated December 16, 2001, by and among American Home Products Corporation, American Cyanamid Company and Amgen Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Amendment No. 1 to Form S-4 Registration Statement on March 22, 2002 and incorporated herein by reference.)
10.31	Amended and Restated Promotion Agreement, dated as of December 16, 2001, by and among Immunex Corporation, American Home Products Corporation and Amgen Inc. (with certain confidential information deleted therefrom). (Filed as an exhibit to Amendment No. 1 to Form S-4 Registration Statement on March 22, 2002 and incorporated herein by reference.)
10.32	Description of Amendment No. 1 to Amended and Restated Promotion Agreement, effective as of July 8, 2003, among Wyeth, Amgen Inc. and Immunex Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2003 on March 11, 2004 and incorporated herein by reference.)
10.33	Description of Amendment No. 2 to Amended and Restated Promotion Agreement, effective as of April 20, 2004, by and among Wyeth, Amgen Inc. and Immunex Corporation. (Filed as an exhibit to Form S-4/A on June 29, 2004 and incorporated herein by reference.)
10.34	Amendment No. 3 to Amended and Restated Promotion Agreement, effective as of January 1, 2005, by and among Wyeth, Amgen Inc. and Immunex Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2005 on May 4, 2005 and incorporated herein by reference.)
10.35	Confirmation of OTC Convertible Note Hedge related to 2013 Notes, dated February 14, 2006, to Amgen Inc. from Merrill Lynch International related to 0.375% Convertible Senior Notes Due 2013. (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
10.36	Confirmation of OTC Warrant Transaction, dated February 14, 2006, to Amgen Inc. from Merrill Lynch International for warrants expiring in 2013. (Filed as an exhibit to Form 10-K for the year ended December 31, 2005 on March 10, 2006 and incorporated herein by reference.)
10.37	Collaboration Agreement, dated July 11, 2007, between Amgen Inc. and Daiichi Sankyo Company (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2007 on November 9, 2007 and incorporated herein by reference.)
10.38	Credit Agreement, dated November 2, 2007, among Amgen Inc., with Citicorp USA, Inc., as administrative agent, Barclays Bank PLC, as syndication agent, Citigroup Global Markets, Inc. and Barclays Capital, as joint lead arrangers and joint book runners, and the other banks party thereto. (Filed as an exhibit to Form 8-K filed on November 2, 2007 and incorporated herein by reference.)
10.39	Amendment No. 1, dated May 18, 2009, to the Credit Agreement dated November 2, 2007, among Amgen Inc., with Citicorp USA, Inc., as administrative agent, Barclays Bank PLC, as syndication agent, Citigroup Global Markets, Inc. and Barclays Capital, as joint lead arrangers and joint book runners, and the other banks party thereto. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2009 on August 10, 2009 and incorporated herein by reference.)

Exhibit No.	Description
10.40	Multi-product License Agreement with Respect to Japan between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.41	License Agreement for motesanib diphosphate between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.42	Supply Agreement between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.43	Sale and Purchase Agreement between Amgen Inc. and Takeda Pharmaceutical Company Limited dated February 1, 2008 (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended March 31, 2008 on May 12, 2008 and incorporated herein by reference.)
10.44	Master Services Agreement, dated October 22, 2008, by and between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009 and incorporated herein by reference.)
10.45	Amendment Number 5, dated December 11, 2009, to the Master Services Agreement, dated October 22, 2009, by and between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-K for the year ended December 31, 2009 on March 1, 2010 and incorporated herein by reference.)
10.46	Amendment Number 6, dated September 23, 2010, to the Master Services Agreement, dated October 22, 2009, by and between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.47*	Amendment Number 7, dated August 17, 2011, to the Master Services Agreement, dated October 22, 2009, by and between Amgen Inc. and International Business Machines Corporation (with certain confidential information deleted therefrom).
10.48	Integrated Facilities Management Services Agreement, dated February 4, 2009, between Amgen Inc. and Jones Lang LaSalle Americas, Inc. (with certain confidential information deleted therefrom) (Previously filed as an exhibit to Form 10-K for the year ended December 31, 2008 on February 27, 2009.), as amended by Amendment Number 1 dated March 31, 2010 (with certain confidential information deleted therefrom), Amendment Number 2 dated May 12, 2011 (as corrected by the Letter Agreement) (with certain confidential information deleted therefrom), and Letter Agreement dated July 19, 2011. (Filed as an exhibit to Form 10-Q for the quarter ended June 30, 2011 on August 8, 2011 and incorporated herein by reference.)
10.49*	Amendment Number 3, dated July 1, 2011, to the Integrated Facilities Management Services Agreement, dated February 4, 2009, between Amgen Inc. and Jones Lang LaSalle Americas, Inc.
10.50	Collaboration Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2009 on November 6, 2009 and incorporated herein by reference.)
10.51	Expansion Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2009 on November 6, 2009 and incorporated herein by reference.)
10.52	Amendment Number 1, dated September 20, 2010, to Expansion Agreement dated July 27, 2009 between Amgen Inc. and Glaxo Group Limited, a wholly-owned subsidiary of GlaxoSmithKline plc (with certain confidential information deleted therefrom). (Filed as an exhibit to Form 10-Q for the quarter ended September 30, 2010 on November 8, 2010 and incorporated herein by reference.)
10.53	Underwriting Agreement, dated March 12, 2010, by and among the Company and Banc of America Securities LLC, Barclays Capital Inc. and Morgan Stanley & Co. Incorporated, as representatives of the several underwriters named therein. (Filed as an exhibit to Form 8-K on March 15, 2010 and incorporated herein by reference.)
10.54	Underwriting Agreement, dated September 13, 2010, by and among the Company and Citigroup Global Markets Inc., Goldman, Sachs & Co. and Morgan Stanley & Co. Incorporated, as representatives of the several underwriters named therein. (Filed as an exhibit to Form 8-K on September 17, 2010 and incorporated herein by reference.)

Exhibit No.	Description
10.55	Underwriting Agreement, dated June 27, 2011, by and among the Company and Barclays Capital Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein. (Filed as an exhibit to Form 8-K on June 30, 2011 and incorporated herein by reference.)
31*	Rule 13a-14(a) Certifications.
32**	Section 1350 Certifications.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase.

(* =filed herewith)

(** =furnished herewith and not “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended)

(+ =management contract or compensatory plan or arrangement)

Note: Redacted portions have been marked with [*]. The redacted portions are subject to a request for confidential treatment that has been filed with the Securities and Exchange Commission.

AMENDMENT NO. 7

TO THE MASTER SERVICES AGREEMENT

BY AND BETWEEN

AMGEN INC. AND INTERNATIONAL BUSINESS MACHINES CORPORATION

This Amendment Number 7 ("Amendment") is entered into effective as of August 17, 2011 (the "Amendment No 7 Effective Date") by and between Amgen Inc. ("Company") and International Business Machines Corporation ("Supplier").

RECITALS

A. Company and Supplier entered into that certain agreement titled "Master Services Agreement" effective as of October 22, 2008 pursuant to which Supplier is to provide certain information systems infrastructure related services (the "Original Agreement").

B. Thereafter, Company and Supplier entered into that certain document titled "Amendment No. 1 to the Master Services Agreement" dated January 23, 2009, pursuant to which [*].

C. Thereafter, Company and Supplier entered into that certain document titled "Amendment Number 4 to the Master Services Agreement" dated April 1, 2009, pursuant to which [*].

D. Thereafter Company and Supplier entered into that certain document titled "Amendment Number 2 to the Master Services Agreement" dated July 17, 2009, pursuant to which [*].

E. Thereafter, Company and Supplier entered into that certain document titled "Amendment Number 3 to the Master Services Agreement" dated October 6, 2009, pursuant to which [*].

F. Thereafter, Company and Supplier entered into that certain document titled "Amendment Number 4 to the Master Services Agreement" dated May 1, 2009, pursuant to which [*].

G. Thereafter, Company and Supplier entered into that certain document titled "Amendment Number 5 to the Master Services Agreement" dated December 14, 2009, pursuant to which [*].

H. Thereafter, Company and Supplier entered into that certain document titled "Amendment Number 6 to the Master Services Agreement" dated September 23, 2010, pursuant to which [*].

I. Company and Supplier desire, and are willing, to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth or referenced herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have reviewed and accepted all referenced material and any appendices, exhibits or other attachments hereto and agree to be bound by the terms and conditions set forth in the Agreement as modified herein as follows:

1. **DEFINITIONS**

1.1 **Capitalized Terms**. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the capitalized terms defined and set forth in this Amendment and the defined terms of the Agreement, the definitions set forth in this Amendment shall control.

2. **AMENDMENTS TO THE AGREEMENT**

The amendments set forth below shall be effective beginning on the Amendment No 7 Effective Date, unless otherwise indicated.

2.1 Master Services Agreement.

2.1.1 Amendments to Article 1. Article 1 of the Agreement shall be amended as set forth below.

2.1.1.1 The following new defined terms are hereby added to Section 1.1:

"Amendment No 7 Effective Date. "**Amendment No 7 Effective Date**" means the effective date of Amendment Number 7 to this Agreement.

AHS Commencement Date. "**AHS Commencement Date**" shall mean the first date upon which all of the RT Commencement Dates for the following Transition Work Streams identified in Attachment 29-A to Exhibit 29 have occurred: AHS-Backup (#14), AHS – Data Center Operations (#15), AHS-Unix/VMWare/Cluster/Middleware/Web Hosting (#11), AHS – Storage (#10), AHS – Citrix/Windows (#12), AHS – Database Administration (#13).

ISM Bridge Services. "**ISM Bridge Services**" shall mean the Services performed pursuant to Exhibit 2.8 (ISM Bridge Statement of Work).

Reverse Transition Assigned Contracts. "**Reverse Transition Assigned Contracts**" means the Third-Party agreements to be assigned by Supplier to Company and identified in Exhibit 11.

Reverse Transition Transitioned Personnel. "**Reverse Transition Transitioned Personnel**" means Supplier Personnel who either accept an offer of employment with Company or whose employment is transitioned to Company pursuant to relevant ARD Laws (or equivalent in countries outside of the EU) and become employed by Company, in connection with the Reverse Transition or EUS/SD Reverse Transition."

2.1.1.2 The defined terms and definitions below in Section 1.1 are each hereby amended and restated in their entirety as follows:

"Deliverables. "**Deliverables**" means any and all tangible work product, reports, data, specifications, designs, documents, correspondence, Software, documentation, and other materials, and other deliverables identified in an Order, including Transition Deliverables, Transformation Deliverables, Reverse Transition Deliverables, EUS/SD Reverse Transition Deliverables, Software Deliverables and Non-Software Deliverables."

2.1.2 Amendments to Section 2.2. The first sentence of Section 2.2 of the Agreement shall be deleted and replaced with the following language:

"On written notice from Company to Supplier no less than one hundred twenty (120) days prior to the expiration of the Initial Term or then-current Renewal Term, the Parties may mutually agree to extend the Term for one (1) year extensions (each a "**Renewal Term**") on the terms and conditions (including the Charges) then in effect; provided, however, that, if Supplier fails to provide written response to such notice within thirty (30) days following receipt thereof, then Supplier shall be deemed to have agreed to extend the Term in accordance with the terms of this Section."

2.1.3 Amendments to Section 2.3. Section 2.3 of the Agreement shall be deleted and replaced with the following language:

"Section 2.3 Termination Charges. Except as set forth in Section 29.7 (Termination/Expiration Assistance), upon expiration of the Initial Term or any Renewal Term, [*]. Section 29.2 (Termination for Convenience) sets forth the applicability of fees associated with Company's termination for convenience."

2.1.4 New Section 3.6. The following language shall be added to the Agreement as new Section 3.6:

"Section 3.6 Effect of Amendment Number 7. As of the Amendment No 7 Effective Date, Supplier shall not be obligated to provide the Services under this Article 3."

2.1.5 Amendments to Section 4.1. Section 4.1(A)(1) of the Agreement shall be deleted and replaced with the following language:

"(1) the services, functions and responsibilities described in this Agreement, including (a) the services, functions, responsibilities and Deliverables described in Exhibit 2 (Statement of Work), (b) the services, functions and responsibilities relating to the Transition, including Transition Deliverables (and, if applicable, the Transformation, including Transformation Deliverables), (c) the services, functions and responsibilities relating to the Reverse Transition, including Reverse Transition Deliverables, (d) and the services, functions and responsibilities relating to the EUS/SD Reverse Transition, including the EUS/SD Reverse Transition Deliverables and (e) the Termination/Expiration Assistance."

2.1.6 New Section 5.7. The following language shall be added to the Agreement as new Section 5.7:

"Section 5.7 Effect of Amendment Number 7. As of the Amendment No 7 Effective Date, Supplier shall not be obligated to provide the Services under this Article 5."

2.1.7 Amendments to Section 7.1(A). Section 7.1(A) of the Agreement shall be deleted and replaced with the following language:

"(A) Supplier acknowledges that it is performing the Services in a multi-vendor environment and agrees that its responsibilities shall include cooperating with, assisting and, to the extent agreed by the Parties, leading and coordinating the efforts of, any third-party vendors providing services or products to Company relating to the Services (collectively, "**Third Party Vendors**"), which cooperation and assistance efforts shall include proactively communicating with Third Party Vendors regarding Services issues and providing guidance to Third Party Vendors with respect to Supplier's and Company's IT environment, and which leadership and coordination efforts shall include acting as the single point of intake and resolution for Third Party Vendors' questions and issues and scheduling meetings for the discussion and exchange of information. Supplier further agrees to cooperate with Company and Third Party Vendors so as to allow such Third Party Vendors to provide any services (including services similar to the Services) or products related to the Services in an integrated and seamless manner without disruption to Company's business or IT operations."

2.1.8 Amendments to Section 8.1 (D). Section 8.1 (D) of the Agreement shall be deleted and replaced with the following language:

"(D) Supplier to take an assignment of any Assigned Contracts and Company to take an assignment of any Reverse Transition Assigned Contract pursuant to Section 12.2."

2.1.9 Amendments to Section 8.5. The second sentence of Section 8.5 of the Agreement shall be deleted and replaced with the following language:

"If such alternative approaches are required for a period longer than sixty (60) days following (i) the Amendment No 7 Effective Date, with respect to Reverse Transition Assigned Contracts, or (ii) the Effective Date, with respect to all other Required Consents, the Parties shall utilize the Change Control Procedure to increase or decrease the Charges to offset any increase in the costs and expenses of one Party due to the other Party's failure to obtain a Required Consent."

2.1.10 Amendments to Section 12.2. The following language shall be added to the Agreement at the end of Section 12.2:

"Supplier shall assign to Company, and Company shall assume from Supplier, the Reverse Transition Assigned Contracts. Company shall pay directly, or reimburse Supplier if Supplier has paid, the charges and other amounts under any Reverse Transition Assigned Contract, where such charges are attributable to the periods on or after the applicable assignment date specified by Exhibit 11."

2.1.11 New Section 12.3 (D). The following language shall be added to the Agreement as a new Section 12.3 (D):

"(D) Effect of Reverse Transition

Exhibit 11 sets forth the Managed Contracts that shall cease to be Managed Contracts in connection with the Reverse Transition, and, with respect to each such Managed Contract, the time when the management obligations for such Managed Contract shall transfer from Supplier to Company. With respect to each such Managed Contract, Supplier's obligations under this Section shall terminate upon the transfer of the management of such Managed Contract from Supplier to Company in accordance with the Reverse Transition Plan."

2.1.12 Amendments to Section 10.6. Section 10.6 of the Agreement shall be deleted and replaced with the following language:

"Section 10.6 Measurement and Monitoring Tools. Supplier shall, with respect to each Service Level, prior to the date that such Service Level takes effect, implement and test measurement and monitoring Tools and procedures acceptable to Company to measure and report Supplier's performance of the Services against the applicable Service Levels; provided that, with respect to any Tools provided pursuant to the ISM Bridge Services and used to provide measurement and monitoring of any Service Level, Supplier's responsibility to provide any such Tool shall not apply following termination of such ISM Bridge Services, except to the extent such measurement and monitoring is required pursuant to Exhibit 12 (Reports) following termination of such ISM Bridge Services. Such measurement and monitoring Tools and procedures shall permit reporting at a level of detail sufficient to verify Supplier's compliance with the Service Levels. Supplier shall also provide Company with (i) on-line, real time access to the data used by Supplier to calculate its performance against the Service Levels and (ii) documentation relating to the measurement and monitoring tools and procedures utilized by Supplier to generate such data. Given the nature of Company's multi-vendor environment, any such data may be shared by Company with Third Party Vendors, provided that such Third Party Vendors have executed appropriate non-disclosure agreements or are otherwise bound by confidentiality obligations. The use of any such data by the Third Party Vendors shall be limited to managing the provision and delivery of services, products and resources to Company and resolving any issues or problems relating to the provision and delivery of any such services, products or resources. Company shall not be required to pay any amount in addition to the Charges for (A) such measurement and monitoring Tools required to be supplied by Supplier under this Section or (B) any resources utilized in connection with such measurement and monitoring Tools."

2.1.13 Amendments to Section 17.3. Section 17.3 of the Agreement shall be amended as set forth below.

2.1.13.1. The last sentence of Section 17.3(B) of the Agreement shall be deleted and replaced with the following language:

"Subject to Section 17.3(E), throughout the Term, Supplier shall be responsible for updating the Policies and Procedures Manual to ensure that it remains current and reflects any changes to the Services, Company's IT environment, operations and business processes, and any changes or updates to the Policies and Procedures Manual shall be provided to Company for review, comment and approval."

2.1.13.2. The following language shall be added to the Agreement as new Section 17.3(E):

"(E) The Parties acknowledge and agree that, as of the AHS Commencement Date, the responsibility to maintain the Policies and Procedures Manual shall be transferred from Supplier to Company. Following such date and throughout the remaining Term, Company shall be primarily responsible for the maintenance of the Policies and Procedures Manual and Supplier shall be responsible for supporting Company in such efforts, including supporting Company's updating, maintaining and enforcing the Policies and Procedures Manual in connection with the Services. In addition, Supplier shall identify and suggest to Company any changes necessary and/or appropriate to be made to the Policies and Procedures Manual to ensure that it remains current with respect to the Services and that it reflects any changes to the Services or Company's IT environment, operations and business processes relating to the Services. The transfer of the Policies and Procedures Manual shall not affect or diminish Supplier's responsibilities with respect to compliance with, and support of, Company Policies. Supplier shall, to the extent not included in the Policies and Procedures Manual or other Company Policies, at the Company's request (subject to Change Order Procedure for any such request reasonably requiring additional Supplier Personnel), develop, maintain and adhere to written policies and procedures for its Services describing (in a manner satisfactory to Company in its sole discretion) how Supplier shall perform its Services in compliance with the Policies and Procedures Manual and other Company Policies, including the details of integration with Company's Tools and/or Systems."

2.1.14 Amendments to Section 17.4. The last sentence of Section 17.4 of the Agreement shall be deleted and replaced by the following language:

"All changes to the Services shall be made in accordance with Change Control Procedure; provided that, any such changes to Services comprising the Reverse Transition shall be made in accordance with the change control procedure described in the Reverse Transition Plan."

2.1.15 Amendments to Section 17.8. The phrase "and shall be included in the Policies and Procedures Manual" shall be deleted from second sentence of Section 17.8.

2.1.16 New Section 20.9. The following language shall be added to the Agreement as a new Section 20.9:

"Stale Invoices. Notwithstanding anything to the contrary in this Agreement, Supplier shall not invoice Company, and Company shall not be obligated to pay, any Charges that are not invoiced within one hundred and twenty days (120) days after the end of the month to which such Charges correspond and Supplier shall not be required to pay any credits (other than Service Level Credits) or reimbursements that are not identified by Supplier or Company within one hundred and twenty days (120) days after the end of the month to which such credits or reimbursements correspond. This provision does not apply to: (i) any formally disputed Charges, or any such credits or reimbursements which are subsequently reinvoiced pursuant to a settlement of the dispute; and (ii) Taxes for which either Party is responsible."

2.1.17 Amendments to Section 21.1(B). Section 21.1(B) of the Agreement shall be deleted and replaced with the following language:

"Upon Company's request, the termination or expiration of this Agreement for any reason (including termination for cause) or, with respect to any particular Company Data, on such earlier date that the same shall be no longer required by Supplier in order to render the Services, such Company Data (including copies thereof) shall be promptly returned to Company by Supplier in a form reasonably requested by Company (subject to any particular form specified in Exhibit 2.8 (ISM Bridge Services)) or, if Company so elects, shall be destroyed by Supplier, all at no additional charge to Company."

2.1.18 Amendments to Section 21.2. Section 21.2 of the Agreement shall be amended as set forth below.

2.1.18.1 The first sentence of Section 21.2(B)(3) of the Agreement shall be deleted and replaced with the following language:

"Supplier shall at all times protect Company Systems that, pursuant to Exhibit 2, Supplier is responsible to monitor and/or control, through procedures and Tools deemed satisfactory by Company"

2.1.18.2 The first sentence of Section 21.2(C) of the Agreement shall be deleted and replaced with the following language:

"In the event of an attack or threatened or suspected intrusion or other breach of security against any Systems, Equipment and/or Software relating to the Services, Supplier shall, at its expense, and without limiting the Service Level obligations under this Agreement, take whatever steps are necessary to immediately protect such Systems, Equipment and/or Software and prevent any further breaches, including, to the extent Supplier is required under the Services to monitor access and control any such Systems, Equipment and/or Software: (1) preventing further access to the Systems, Equipment and Software from the source of the attack, (2) immediately backing up the affected Systems, Equipment, Software and Company Data, (3) enhancing defensive systems to prevent any similar breaches in the future, (4) contacting the ISP where the threat or attack originated and relevant law enforcement authorities, (5) investigating the extent of the damage, if any, (6) producing an incident report detailing Supplier's findings and providing such report to Company, (7) providing supplemental monitor traffic from the attack source until risk of further attacks is deemed to be eliminated, and (8) temporarily disabling affected components of the Services, if warranted by the circumstances and with prior approval of Company, provided that such Services are reinstated as soon as the risk of further breaches is deemed to have been eliminated or adequate additional security measures have been implemented."

2.1.19 Amendments to Section 23.2. Section 23.2 of the Agreement shall be deleted and replaced with the following language:

"Section 23.2 Maintenance. Supplier represents, warrants and covenants that it shall maintain the Systems (except to the extent Company is responsible for maintenance of any such System pursuant to Exhibit 4), Supplier Equipment and Supplier Software so that they operate in accordance with their specifications, including (A) maintaining Supplier Equipment in good operating condition, subject to normal wear and tear; (B) undertaking repairs and preventive maintenance on Supplier Equipment in accordance with the applicable Equipment manufacturer's recommendations; and (C) performing Software maintenance in accordance with the applicable Software provider's documentation and recommendations."

2.1.20 Amendments to Section 25.1. Sections 25.1(L) and 25.1(M) of the Agreement shall be deleted and replaced with the following language:

"(L) Any claim or action by, on behalf of, or related to, Affected Personnel or Supplier Personnel arising on or after the Effective Date, excluding, with respect to Reverse Transition Transitioned Personnel, any such claim or action arising following the date that such Personnel begins employment with the Company, including claims relating to employment or engagement, termination of employment or engagement, occupational health and safety, worker's compensation, ERISA or arising under other Applicable Laws, and any representations, oral or written, made by Supplier to such Personnel [*];

(M) Any claims relating to any Transitioned Personnel and/or Reverse Transition Transitioned Personnel arising before, on or after the Effective Date arising from the acts or omissions of Supplier, or one of its Affiliates or in connection with a failure by Supplier to comply with ARD Laws or other Laws [*];"

2.1.21 Amendments to Section 25.2(D). Section 25.2(D) of the Agreement shall be deleted and replaced with the following language:

"(D) Any claim or action by, or on behalf of, or related to the Transitioned Personnel and/or Reverse Transition Transitioned Personnel, in each case, arising from the acts or omissions of the Company, or one of its Affiliates, prior to the Effective Date or, with respect to Reverse Transition Transitioned Personnel, following the date such Personnel begin employment with Company, including claims relating to employment or engagement, occupational health and safety, worker's compensation, ERISA or arising under other Applicable Laws [*];"

2.1.22 Amendments to Section 27.2 (A). Sections 27.2(A)(2) and (3) of the Agreement shall be deleted and replaced with the following language:

"(2) to the extent set forth in Exhibit 2 (Statements of Work) update and test every six (6) months the operability of the DRP to ensure that the DRP is fully operational;

(3) to the extent set forth in Exhibit 2 (Statements of Work), certify to Company at least once during every six (6) month period during the Term and the Termination/Expiration Assistance Period that the DRP is fully operational; and"

2.1.23 Amendments to Section 29.2. The following language shall be added to the Agreement at the end of Section 29.2:

"Notwithstanding the foregoing, Company may terminate the End User Services Tower and the Service Desk Tower upon 30 days prior written notice without any liability or obligation to pay termination fees or Wind-down Expenses."

2.1.24 Amendments to Section 29.6. Section 29.6 of the Agreement shall be amended by adding the phrase "Subject to Section 2.2," at the beginning of the Section.

2.1.25 Amendments to Section 29.7(A). The first sentence of Section 29.7(A) of the Agreement shall be deleted and replaced with the following language:

"Commencing six (6) months prior to expiration of this Agreement or on such earlier date as Company may reasonably request, or commencing upon a notice of termination (including notice based upon default by Company) or of non-renewal of this Agreement, and continuing for a period of twelve (12) months following the effective date of termination or expiration of this Agreement (the "**Termination/Expiration Assistance Period**") (as such effective date may be extended pursuant to Section 29.6), Supplier shall continue to provide to Company, or at Company's request to one or more Company designees (i) the Services that were provided prior thereto and (ii) any reasonable cooperation requested by Company that may be required from Supplier to facilitate the transfer of the affected Services to Company or a third party service supplier, as applicable, or Company's designee ("**Termination/Expiration Assistance**"); provided that, the Termination/Expiration Assistance under clause (i) of this paragraph shall only apply to Services under the Service Desk and End User Services Towers and ISM Bridge Services until June 30, 2012, after which any such Termination/Expiration Assistance shall be deemed to be a New Service and the Termination/Expiration Assistance under clause (ii) shall, following June 30, 2012 with respect to Services under the Service Desk and End User Services Towers and ISM Bridge Services, only be performed by Supplier Personnel remaining after such date."

2.1.26 Amendments to Section 29.7 (B). Section 29.7(B) of the Agreement shall be amended as set forth below.

2.1.26.1 The first sentence of Section 29.7(B) of the Agreement shall be deleted and replace with the following language:

"(B) "**Termination/Expiration Assistance**" shall include, subject to Section 29.7(A), the obligation to continue to provide the Services, the assistance described in Exhibit 26 (Termination/Expiration Assistance) and the following:

(1) Company or its designee shall be permitted to undertake, without interference from Supplier, to hire any Supplier Personnel primarily performing the Services as of the date Supplier receives notice of termination, or, in the case of expiration, within the six (6) month period (or longer period requested by Company) prior to expiration."

2.1.26.2 Section 29.7(B)(3) of the Agreement shall be amended by inserting the following language at the beginning of the Section:

"Subject to Exhibit 4 (Pricing),"

2.1.27 Amendments to Section 30.13. The following language shall be added to the Agreement at the end of Section 30.13 of the Agreement:

"This Section shall not apply to any of Supplier's employees solicited, sought for procurement and/or hired by Company in connection with the Reverse Transition and/or EUS/SD Reverse Transition; provided that, notwithstanding Section 29.7(B)(1), the hire date for any such employee shall not occur prior to the RT Commencement Date for the applicable Reverse Transition Services, except as otherwise mutually agreed by the Parties."

2.1.28 New Article 31. The Parties hereby agree to add the following language to the Agreement as a new Article 31 of the Agreement:

"ARTICLE 31
REVERSE TRANSITION

Section 31.1 General.

(A) Supplier shall plan, prepare for and conduct transition activities in accordance with the Reverse Transition Plan (the "**Reverse Transition**"). Supplier's responsibilities with respect to the Reverse Transition shall include, subject to Exhibit 4 (Pricing), (i) paying all of costs associated with performing those tasks that are designated to be the responsibility of Supplier in the Reverse Transition Plan and (ii) performing such tasks as are required to enable Supplier to provide the Services, including following the Reverse Transition Completion Date.

(B) Company shall perform those tasks that are designated to be the responsibility of Company in the Reverse Transition Plan.

(C) Except as otherwise provided in Exhibit 4 (Pricing) or required for Company to complete those tasks which are designated to be the responsibility of Company in the Reverse Transition Plan, neither Supplier nor any of its Personnel shall charge the Company any fees, costs or expenses in connection with the Reverse Transition.

Section 31.2 Reverse Transition Plan. The Reverse Transition shall be conducted in accordance with a written plan (as such plan may be updated from time to time pursuant to the terms thereof, the "**Reverse Transition Plan**") set forth in Exhibit 29 including all related documents attached thereto and/or referenced thereby (including Attachments 29-A, 29-B, 29-C and 29-D to Exhibit 29), describing the project scope, obligations, requirements and exit criteria for the in-sourcing of certain Services described therein.

Section 31.3 Performance of the Reverse Transition. Supplier shall perform the Reverse Transition in accordance with the Reverse Transition Plan and in such a manner so as to not disrupt Company's IT and business operations (except to the extent that such disruption is identified in the Reverse Transition Plan or Supplier has otherwise provided Company with reasonable advance written notice of such disruption and Company has agreed in writing that such disruption is acceptable). Supplier shall provide all cooperation and assistance reasonably required and requested by Company in connection with Company's evaluation and testing of any Deliverables provided pursuant to the Reverse Transition Plan ("**Reverse Transition Deliverables**").

Section 31.4 Completion of the Reverse Transition. The Reverse Transition shall not be considered to be complete until all exit criteria identified in the Reverse Transition Plan have been completed to Company's satisfaction in its reasonable discretion and all Reverse Transition Deliverables have been Accepted by Company.

Section 31.5 Buy Out, Acceptance and Settlement Items. Upon the Amendment No. 7 Effective Date, the terms of Exhibits 30-A (Buy-Out Items), 30-B (Settlements) and 30-C (Acceptance Items) shall apply."

2.1.29 New Article 32. The Parties hereby agree to add the following language to the Agreement as a new Article 32 of the Agreement:

"ARTICLE 32
EUS/SD REVERSE TRANSITION

Section 32.1 General.

(A) Commencing on the Amendment No 7 Effective Date, the Parties shall plan, prepare for and conduct transition activities in accordance with the EUS/SD Reverse Transition Plan (the "**EUS/SD Reverse Transition**").

(B) Each Party shall perform those tasks that are designated to be the responsibility of such Party in the EUS/SD Reverse Transition Plan.

(C) Company shall not incur any Charges, fees, costs or expenses from Supplier in connection with Supplier's performance of its responsibilities under the EUS/SD Reverse Transition.

Section 32.2 EUS/SD Reverse Transition Plan.

(A) General

The EUS/SD Reverse Transition shall be conducted in accordance with a written plan mutually agreed to by the Parties (the "**EUS/SD Reverse Transition Plan**") which, at a minimum, shall include:

(1) a detailed description of the IT operations being transitioned to Company from Supplier;

(2) a detailed description of the EUS/SD Reverse Transition activities and responsibilities to be performed by Supplier, within the categories set forth on Exhibit 31;

(3) a detailed description of the deliverables ("**EUS/SD Reverse Transition Deliverables**") and milestones ("**EUS/SD Reverse Transition Milestones**") to be completed by Supplier;

(4) a detailed description of any tasks that Company is required to complete in connection with the EUS/SD Reverse Transition;

(5) a detailed description of the technology, methods, procedures, Supplier Personnel and organization that Supplier shall use to perform the EUS/SD Reverse Transition;

(6) a detailed schedule and workplan of all EUS/SD Reverse Transition activities to be completed in connection with the EUS/SD Reverse Transition, including the dates on which each such activity and any EUS/SD Reverse Transition Milestones and EUS/SD Reverse Transition Deliverables shall be completed;

(7) a detailed description of the potential risks associated with the EUS/SD Reverse Transition and the risk mitigation strategies that shall be employed by Supplier to eliminate or minimize such risks;

(8) a process and set of standards and completion criteria acceptable to Company to which Supplier shall adhere in the performance of the EUS/SD Reverse Transition and that shall enable Company to determine whether Supplier has successfully completed the EUS/SD Reverse Transition activities and EUS/SD Reverse Transition Deliverables associated with each EUS/SD Reverse Transition Milestone; and

(9) any other information and planning necessary to ensure that the EUS/SD Reverse Transition takes place on schedule and without disruption to Company's business or IT operations.

(B) Completion of the EUS/SD Reverse Transition Plan

The Parties shall jointly prepare the EUS/SD Reverse Transition Plan, which EUS/SD Reverse Transition Plan shall not be considered final until Accepted by Company. The Parties shall cooperate and work closely with each other in finalizing the EUS/SD Reverse Transition Plan and the final EUS/SD Reverse Transition Plan and any subsequent changes to the EUS/SD Reverse Transition Plan shall be subject to Change Control Procedure.

Section 32.2 Performance of the EUS/SD Reverse Transition.

(A) General

Supplier shall perform the EUS/SD Reverse Transition in accordance with the EUS/SD Reverse Transition Plan and in such a manner so as to not disrupt Company's IT and business operations (except to the extent that Supplier has provided Company with reasonable advance written notice of such disruption and Company has agreed in writing that such disruption is acceptable). Supplier shall provide all cooperation and assistance reasonably required and requested by Company in connection with Company's evaluation and testing of the EUS/SD Reverse Transition Deliverables.

(B) EUS/SD Reverse Transition Managers

Each Party shall designate an individual to manage the EUS/SD Reverse Transition (the "**EUS/SD Reverse Transition Manager**") on a dedicated basis during the EUS/SD Reverse Transition Period. The EUS/SD Reverse Transition Managers shall (1) serve as the single point of accountability for the EUS/SD Reverse Transition and (2) have day-to-day authority for ensuring that the EUS/SD Reverse Transition is completed in accordance with the EUS/SD Reverse Transition Plan.

(C) Meeting and Reporting Requirements

The EUS/SD Reverse Transition Manager shall meet on a regular, agreed upon, basis.

Section 32.3 Completion of the EUS/SD Reverse Transition.

The EUS/SD Reverse Transition shall not be considered to be complete until all exit criteria identified in the EUS/SD Reverse Transition Plan have been completed and all EUS/SD Reverse Transition Deliverables have been Accepted by Company.

[*]

3. **GENERAL TERMS**

This Amendment may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties. This Amendment, when read in conjunction with the Agreement (including all exhibits, attachments, and schedules thereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Amendment and pursuant to the terms of this Amendment supersedes all prior agreements, whether written or oral, with respect to the subject matter of this Amendment. Unless any amendment set forth above expressly provides for a different effective date, as of the Amendment No 7 Effective Date, the terms and conditions set forth in this Amendment shall be deemed a part of the Agreement for all purposes. Except as amended and supplemented hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect and apply hereto.

IN WITNESS THEREOF, the authorized representatives of the Parties have executed this Amendment to the Agreement.

AMGEN INC.	**INTERNATIONAL BUSINESS MACHINES CORPORATION**
Signature: /s/ Farryn Melton	Signature: /s/ John Lydon
Name: Farryn Melton	Name: John Lydon
Title: VP Sourcing, CPO	Title: Sr. Project Executive
Date: August 17, 2011	Date: August 16, 2011

Exhibit 10.49

Contract Number CSV-09-51444
Amendment Number 3

AMENDMENT NUMBER 3
TO THE INTEGRATED FACILITIES MANAGEMENT SERVICES AGREEMENT
BETWEEN JONES LANG LASALLE AMERICAS, INC. AND AMGEN INC.

This Amendment Number 3 (**"Amendment 3"**) is entered into as of July 1, 2011 by and between Jones Lang LaSalle Americas, Inc. (**"Provider"**) and Amgen Inc. (**"Company"**).

RECITALS

A. Company and Provider entered into that certain agreement titled Integrated Facilities Management Services Agreement effective as of February 4, 2009 and identified by contract number CSV-09-51444 pursuant to which Provider is to be performing integrated facilities services with respect to facilities operations and maintenance and general services as set forth therein (**"Original Agreement"**).

B. Thereafter, Company and Provider amended the Original Agreement through that certain Amendment Number 1, entered into as of March 31, 2010, and Amendment Number 2, entered into as of May 12, 2011 (the Original Agreement together with such amendments shall be referred to hereinafter as the **"Agreement"**).

C. Company and Provider desire, and are willing, to amend the Agreement to make certain changes to rates set forth in Exhibit D to the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and provisions contained or referenced herein, the Parties have reviewed and accepted all referenced material and each attachment hereto and agree to be bound by the terms and conditions set forth in the Agreement as modified herein as follows:

1. **DEFINITIONS**

1.1 Capitalized Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of a conflict between the capitalized terms defined and set forth in this Amendment 3 and the defined terms of the Agreement, the definitions set forth in this Amendment 3 shall control.

2. **AMENDMENTS TO THE AGREEMENT**

2.1 Attachment D.8 (Burden Rates) of Exhibit D (Pricing). Exhibit D.8 (Burden Rates) of Exhibit D (Pricing) is hereby amended by adding at the end of the table included in Exhibit D.8 the text attached hereto as Schedule 2.1.

[Remainder of Page Intentionally Blank]

3. **CONCLUSION**

Except as amended and supplemented hereby, all of the terms and conditions of the Agreement shall remain and continue in full force and effect and apply hereto.

IN WITNESS THEREOF, the authorized representatives of the Parties have executed this Amendment 3 to the Agreement as of the date first set forth above.

Jones Lang LaSalle Americas, Inc.

By: /s/ Scott Darling

Name: Scott Darling

Title: Client Relationship Manager

Amgen Inc.

By: /s/ Leah Fein

Name: Leah Fein

Title: GSS Operations Sr. Manager

CERTIFICATIONS

I, Kevin W. Sharer, Chairman of the Board and Chief Executive Officer of Amgen Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amgen Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   (d) Disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2011

/S/ KEVIN W. SHARER
Kevin W. Sharer
Chairman of the Board and
Chief Executive Officer

CERTIFICATIONS

I, Jonathan M. Peacock, Executive Vice President and Chief Financial Officer of Amgen Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Amgen Inc.;

2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this quarterly report based on such evaluation; and

   (d) Disclosed in this quarterly report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 4, 2011

/S/ JONATHAN M. PEACOCK
Jonathan M. Peacock
Executive Vice President and
Chief Financial Officer

Certification of Chief Executive Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Amgen Inc. (the "Company") hereby certifies that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2011 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 4, 2011

/S/ KEVIN W. SHARER
Kevin W. Sharer
Chairman of the Board
and Chief Executive Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amgen Inc. and will be retained by Amgen Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Certification of Chief Financial Officer

Pursuant to 18 U.S.C. § 1350, as created by Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Amgen Inc. (the "Company") hereby certifies that:

(i) the accompanying Quarterly Report on Form 10-Q of the Company for the period ended September 30, 2011 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and

(ii) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 4, 2011

/s/ JONATHAN M. PEACOCK

Jonathan M. Peacock
Executive Vice President
and Chief Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Amgen Inc. and will be retained by Amgen Inc. and furnished to the Securities and Exchange Commission or its staff upon request.