

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934**

**March 2, 2005**

Date of Report (Date of earliest event reported)

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**AMGEN INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**000-12477**  
(Commission File Number)

**95-3540776**  
(I.R.S. Employer  
Identification Number)

**One Amgen Center Drive**  
**Thousand Oaks, CA**  
(Address of principal executive offices)

**91320-1799**  
(Zip Code)

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

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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### **Item 1.01. Entry into a Material Definitive Agreement**

On March 2, 2005, Amgen Inc., a Delaware corporation (the “**Company**”), and LaSalle Bank National Association, a national banking association (the “**Trustee**”), entered into a Supplemental Indenture (the “**Supplemental Indenture**”), to the Indenture dated as of March 1, 2002 between the Company and the Trustee (the “**Indenture**”) with respect to the Company’s Liquid Yield Option Notes due 2032 (Zero Coupon-Senior) (the “**Securities**”).

The Supplemental Indenture adds an additional date, March 1, 2006, on which holders of the Securities can require the Company to purchase the Securities at their accreted value of \$747.01 per \$1,000 principal amount at maturity. Under the terms of the Indenture, the Company will be permitted to pay the purchase price in cash or in the Company’s common stock, or any combination of cash and common stock.

The above description of the Supplemental Indenture is a summary only and is qualified in its entirety by reference to the Supplemental Indenture which is filed as Exhibit 4.1 to this Current Report on Form 8-K. There is no material relationship, other than in respect of the Supplemental Indenture and the Indenture, between the Company or any of its affiliates and the Trustee.

As more fully described in the Company’s Schedule TO-I filed with the Securities and Exchange Commission on January 31, 2005, as amended on February 14, 2005, February 22, 2005 and March 2, 2005, following the repurchase of Securities by the Company on March 1, 2005 for an aggregate purchase price of approximately \$1.17 billion, there are approximately \$2.36 billion principal amount at maturity of the Securities outstanding.

### **Item 9.01. Financial Statements and Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
4.1	Supplemental Indenture, dated as of March 2, 2005, between Amgen Inc. and LaSalle Bank National Association.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMGEN INC.

Date: March 4, 2005

By: /s/ David J. Scott

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Name: David J. Scott  
Title: Senior Vice President  
General Counsel and Secretary

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**EXHIBIT INDEX**

<u>Exhibit Number</u>	<u>Document Description</u>
4.1	Supplemental Indenture, dated as of March 2, 2005, between Amgen Inc. and LaSalle Bank National Association.

AMGEN INC.

Liquid Yield Option Notes due 2032  
(Zero Coupon – Senior)

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FIRST SUPPLEMENTAL INDENTURE

Dated March 2, 2005

to the

INDENTURE  
Dated March 1, 2002

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LASALLE BANK NATIONAL ASSOCIATION

TRUSTEE

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FIRST SUPPLEMENTAL INDENTURE dated as of March 2, 2005 between Amgen, Inc., a Delaware corporation (the “**Company**”), and LaSalle Bank National Association, a national banking association (“**Trustee**”), to the Indenture (as defined below).

#### **RECITALS**

A. The Company is a party to that certain Indenture, dated as of March 1, 2002 (the “**Indenture**”), pursuant to which the Company’s Liquid Yield Option Notes due 2032 (Zero Coupon – Senior) (the “**Securities**”) were originally issued.

B. Section 9.01(4) of the Indenture provides that the Company and the Trustee may amend the Indenture and the Securities to add to the Company’s covenants for the benefit of the holders of the Securities or to surrender any right or power conferred upon the Company; Section 9.01(6) of the Indenture provides that the Company and the Trustee may amend the Indenture and the Securities to make any change that does not adversely affect the rights of any holders of the Securities; and Section 9.01(7) of the Indenture provides that the Company and the Trustee may amend the Indenture and the Securities to declare additional Purchase Dates and corresponding Purchase Prices (each as defined in the Indenture) under Section 7 of the Securities, in each case without the consent of any holders of the Securities.

C. The Company desires to amend the Indenture and the Securities to add a Purchase Date on March 1, 2006, which addition is for the benefit of the holders of the Securities.

D. The Company has authorized the execution and delivery of this Supplemental Indenture and the Trustee has received an Opinion of Counsel and an Officers’ Certificate pursuant to Section 13.04 of the Indenture.

E. All other conditions precedent and requirements necessary to make this Supplemental Indenture, when duly executed and delivered, a valid and binding agreement, enforceable in accordance with its terms, have been performed and fulfilled.

NOW, THEREFORE, the parties hereto agree as follows (defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Indenture):

1. Amendments to the Securities. Section 7 of each Certificated Security, Global Security and Institutional Accredited Investor Security is amended by the addition of a Purchase Date on March 1, 2006 at a Purchase Price of \$747.01 per \$1,000 Principal Amount at Maturity. To the extent of any conflict between the terms of the Certificated Securities, Global Securities and Institutional Accredited Investor Securities and the terms of the Indenture, as supplemented by this Supplemental Indenture, the terms of the Indenture, as supplemented by this Supplemental Indenture, shall govern and be controlling.

2. Confirmations; Effectiveness. As amended by this Supplemental Indenture, the Indenture and the Securities are ratified and confirmed in all respects, and the Indenture as so amended shall be read, taken and construed as one and the same instrument.

3. Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Company.

4. Trust Indenture Act. If and to the extent that any provision of this Supplemental Indenture limits, qualifies or conflicts with another provision included in this Supplemental Indenture or in the Indenture, which is required to be included in this Supplemental Indenture or the Indenture by the Trust Indenture Act of 1939, as amended (the "**TIA**"), such required provision of the TIA shall control.

5. Conflicts. To the extent of any inconsistency between the terms of the Indenture and this Supplemental Indenture, the terms of this Supplemental Indenture will control.

6. Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THIS SUPPLEMENTAL INDENTURE.

7. Multiple Originals. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Supplemental Indenture.

8. Entire Agreement. This Supplemental Indenture constitutes the entire agreement of the parties hereto with respect to the amendments to the Indenture set forth herein.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned, being duly authorized, have executed this Supplemental Indenture on behalf of the respective parties hereto as of the date first above written.

AMGEN INC.

By: /s/ David J. Scott

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Name: David J. Scott

Title: Senior Vice President, General and  
Counsel and Secretary

LASALLE BANK NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Gregory S. Clarke

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Name: Gregory S. Clarke

Title: Vice President

Signature Page to Supplemental Indenture