

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

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(AMENDMENT NO. 0)

PROGENITOR, INC.
(Name of Issuer)

COMMON STOCK, \$.001 PAR VALUE
(Title of Class of Securities)

00075888F1
(CUSIP Number)

George A. Vandeman, Esq,
Senior Vice President,
General Counsel and Secretary
Amgen Inc.
Amgen Center
1840 DeHavilland Drive
Thousand Oaks, CA 91320-1789
(805) 447-1000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

August 12, 1997
(Date of Event which Requires Filing
of this Statement)

if the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b)(3) or (4), check the following / /.

Check the following box if a fee is being paid with the statement. / / (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

NOTE: Six copies of this statement, including all exhibits, should be filed with the Commission. SEE Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF PERSON AMGEN INC.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS* WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	<input type="checkbox"/>
4	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
	7	SOLE VOTING POWER 1,023,256
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER N/A
	9	SOLE DISPOSITIVE POWER 1,023,256
	10	SHARED DISPOSITIVE POWER N/A
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,023,256	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* N/A	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7	
14	TYPE OF REPORTING PERSON * CO	

*SEE INSTRUCTION BEFORE FILLING OUT

ITEM 1. SECURITY AND ISSUER.

This Schedule 13D (the "Schedule 13D") is being filed by Amgen Inc., a Delaware corporation, to report Amgen Inc.'s acquisition of One Million Twenty-three Thousand Two Hundred Fifty-six (1,023,256) shares (the "Shares") of the common stock, \$.001 par value per share (the "Common Stock") of Progenitor, Inc., a Delaware corporation (the "Issuer"). The principal executive offices of the Issuer are located at 1507 Chambers Road, Columbus, Ohio 43212.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(c). This statement is being filed by Amgen Inc., a Delaware corporation (the "Reporting Person"). The Reporting Person is a global biotechnology company that discovers, develops, manufactures and markets human therapeutics based upon advances in cellular and molecular biology. Its principal business and principal offices are located at Amgen Center, 1840 DeHavilland Drive, Thousand Oaks, California 91320-1789.

For information with respect to the identity and background of each executive officer and director of the Reporting Person, see Schedule I attached hereto.

(d)-(e). During the last five years, neither the Reporting Person nor, to the best knowledge of the Reporting Person, none of the other persons identified in Schedule I: (i) have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors); or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The source of the \$5,500,186.05 used for the Reporting Person's purchase (as described in Item 5(c) below) of 1,023,256 shares of Common Stock was comprised of \$4,500,186.05 from the working capital of the Reporting Person and a \$1,000,000 Non-negotiable Promissory Note dated as of August 12, 1997 by and between the Reporting Person and the Issuer (the "Promissory Note") payable in two equal payments on December 31, 1997 and December 31, 1998, respectively, from the working capital of the Reporting Person.

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Person acquired the 1,023,256 shares of Common Stock for investment purposes.

As a result of a December 31, 1996 Stock Purchase Agreement by and between the Reporting Person and the Issuer, further described in Item 6 below, the Reporting Person is subject to a number of so-called "standstill" restrictions (the "Standstill Restrictions"). One Standstill Restriction generally prohibits the Reporting Person from

acquiring an amount equal to or more than 10% of the then total voting power of the Issuer (calculated in accordance with Rule 13d-3 under the Exchange Act). Other Standstill Restrictions generally prohibit the Reporting Person from making acquisition proposals to the Issuer and engaging in the solicitation of proxies. SEE Item 6, below, for additional information with respect to the Standstill Restrictions. ALSO SEE Item 6, below, for a discussion of certain (i) restrictions on sale of any Common Stock held by the Reporting Person, including the Shares, (ii) registration rights with respect to the Common Stock beneficially owned by the Reporting Person, and (iii) a right of first purchase of the Common Stock beneficially owned by the Reporting Person.

Subject to the Standstill Restrictions, sales restrictions or the right of first purchase and depending on general market and economic conditions affecting the Issuer and other relevant factors, the Reporting Person may purchase additional shares of Common Stock or dispose of some or all of its shares of Common Stock from time to time in open market transactions, private transactions or otherwise.

Except as set forth in this Schedule 13D, the Reporting Person has no present plans or proposals with respect to any material change in the Issuer's business or corporate structure or which relate to or would result in:

(1) the acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;

(2) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;

(3) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;

(4) any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

(5) any material change in the present capitalization or dividend policy of the Issuer;

(6) any other material change in the Issuer's business or corporate structure;

(7) changes in Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;

(8) causing a class of securities of the Issuer to be delisted from a national securities exchange or cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(9) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or

(10) any action similar to any of those enumerated above.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) As of the close of business on August 12, 1997, the Reporting Person beneficially owned 1,023,256 shares of Common Stock. The Shares of Common Stock constitute approximately 7.7% of the total number of shares of Common Stock outstanding as of August 12, 1997.

(b) The Reporting Person has the sole power to vote or to direct the vote with respect to, and the sole power to dispose or to direct the disposition of, the Shares beneficially owned by the Reporting Person

(c) On August 12, 1997, the Reporting Person acquired from the Issuer in a private transaction 1,023,256 shares of Common Stock, for a total purchase price of \$5,500,186.05.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Pursuant to a Stock Purchase Agreement dated as of December 31, 1996, by and between the Issuer and the Reporting Person (the "Purchase Agreement"), the Reporting Person acquired from the Issuer concurrent with the closing of the Issuer's Initial Public Offering on August 12, 1997, 1,023,256 shares of Common Stock, for a total purchase price of \$5,500,186.05.

Section 8 of the Purchase Agreement also contains the Standstill Restrictions referred to in Item 4. The Reporting Person has agreed, among other things, for a period of 3 years or the time at which the Reporting Person cease to hold more than 2 1/2% of the voting securities of the Issuer or when a third party gains significant control of the Issuer, whichever is earlier, (i) not to purchase any shares of the capital stock of the Issuer if its ownership position in the Issuer would be equal to or greater than 10% of the then total voting power of the Issuer (calculated in accordance with Rule 13d-3 under the Exchange Act), (ii) not to engage in the solicitation of proxies and (iii) not to make any acquisition proposals. There are certain limited circumstances in which the Standstill Restrictions would not apply.

The Reporting Person also has agreed that for a period of 180 days after the Issuer's Initial Public Offering, which closed as of August 12, 1997, it would not sell the Shares.

The Issuer has also granted the Reporting Person customary demand and piggyback registration rights under Section 5 of the Purchase Agreement with respect to the Shares. Pursuant to a letter of agreement regarding stock transfer restrictions entered into by and between the Issuer and the Reporting Person as of August 6, 1997 (the "Letter Agreement") which modifies the Purchase Agreement, the Reporting Person may request a demand registration in advance of that date that is six (6) months after the Issuer's Initial Public Offering (the "Six Month Anniversary"). Pursuant to Section 1.1 of the Letter Agreement, upon receipt of such notice, the Issuer is required to use its reasonable efforts to file a registration statement with the Securities and Exchange Commission at least forty-five (45) days prior to the Six Month Anniversary date and to cause such registration statement to become effective on or prior to the Six Month Anniversary date.

Section 4.1 of the Purchase Agreement also provides the Issuer with a right of first purchase with respect to the Shares which the Reporting Person proposes to sell pursuant to the registration rights set forth in Section 5 of the Purchase Agreement.

The above description of the Purchase Agreement and the Letter Agreement, as well as the description of the Purchase Agreement set forth in Item 4 and the Promissory Note set forth in Item 3, are summaries only and do not purport to be complete descriptions of the terms of such Purchase Agreement, such Letter Agreement and such Promissory Note. These summaries are subject to, and are qualified in their entirety by reference to, the detailed provisions of the Purchase Agreement and the Promissory Note, which are filed as exhibits to this Schedule 13D.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- 7.1 Stock Purchase Agreement, dated as of December 31, 1996, by and between the Issuer and the Reporting Person. (Incorporated by reference herein from the Form S-1 filed with the Securities and Exchange Commission by the Issuer on July 29, 1997.)
- 7.2 Non-negotiable Promissory Note, dated as of August 12, 1997, by and between the Issuer and the Reporting Person.
- 7.3 Agreement Regarding Stock Transfer Restrictions, dated as of August 6, 1997, by and between the Issuer and the Reporting Person.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

AMGEN INC.

/s/ George A. Vandeman

Name: George A. Vandeman
Title: Senior Vice President, General
Counsel and Secretary

Dated: August 22, 1997

EXHIBIT INDEX

Exhibit Number

Description

- | | |
|-----|---|
| 7.1 | Stock Purchase Agreement dated as of December 31, 1996, by and between Amgen Inc. and Progenitor, Inc. (Incorporated by reference herein from the Form S-1 filed with the Securities and Exchange Commission by Progenitor, Inc. on July 29, 1997.) |
| 7.2 | Non-negotiable Promissory Note, dated as of August 12, 1997, by and between Amgen Inc. and Progenitor, Inc. |
| 7.3 | Agreement Regarding Stock Transfer Restrictions, dated as of August 6, 1997, by and between Progenitor, Inc. and Amgen Inc. |

SCHEDULE I

AMGEN INC.
EXECUTIVE OFFICERS AND DIRECTORS

EXECUTIVE OFFICERS

Name -----	Present Business Address -----	Present Principal Occupation -----
N. Kirby Alton	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Development
Robert S. Attiyeh	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Finance and Corporate Development
Stan Benson	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Sales and Marketing
Gordon M. Binder	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Chairman of the Board and Chief Executive Officer
Dennis M. Fenton	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Operations
Daryl D. Hill	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Quality and Compliance
Kevin W. Sharer	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	President and Chief Operating Officer
Lawrence M. Souza	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, Research
George A. Vandeman	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Senior Vice President, General Counsel and Secretary

EMPLOYEE DIRECTORS

Name -----	Present Business Address -----	Present Principal Occupation -----
Gordon M. Binder	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	Chairman of the Board and Chief Executive Officer, Amgen
Kevin W. Sharer	Amgen Inc. Amgen Center 1840 DeHavilland Drive Thousand Oaks, CA 91320-1789	President and Chief Operating Officer, Amgen

NON EMPLOYEE DIRECTORS

Name -----	Present Business Address -----	Present Principal Occupation -----
William K. Bowes, Jr.	U.S. Venture Partners 2180 Sand Hill Road, Suite 300 Menlo Park, CA 94025	General Partner, U.S. Venture Partners
Franklin P. Johnson, Jr.	Asset Management Partners 2275 East Bayshore Road, Suite 150 Palo Alto, CA 94303	General Partner, Asset Management Partners
Steven Lazarus	ARCH Venture Partners, L.P. O'Hare Plaza 8735 West Higgins Road, Suite 235 Chicago, IL 60631	Managing Director, ARCH Venture Partners, L.P.
Edward J. Ledder	Medicine Bow River Ranch P. O. Box 410 Medicine Bow, WY 82329	Retired Chairman of the Board and Chief Executive Officer, Abbott Laboratories
Gilbert S. Omenn	University of Washington Dean's Office, School of Public Health & Community Medicine Box 357230 Seattle, WA 98195	Dean, School of Public Health and Community Medicine, University of Washington
Judith C. Pelham	Mercy Health Services 34605 Twelve Mile Road Farmington Hills, MI 48331-3221	President and Chief Executive Officer, Mercy Health Services

NON-NEGOTIABLE PROMISSORY NOTE

\$1,000,000

August 12, 1997

FOR VALUE RECEIVED, the undersigned, Amgen Inc. (hereinafter referred to as "Maker"), hereby promises to pay to the order of Progenitor, Inc. (hereinafter referred to as "Holder"), at the office of Holder at 1507 Chambers Road, Columbus, OH 43212-1566, Attention: Chief Financial Officer (or such other place as Holder may direct from time to time), in lawful money of the United States and in immediately available funds, the principal sum of One Million Dollars (\$1,000,000) in accordance with the schedule set forth below.

This Note is given pursuant to that certain Stock Purchase Agreement, dated December 31, 1996, by and between Maker and Holder (the "Stock Purchase Agreement").

Maker shall make payment under this Note in accordance with the following schedule:

1. On December 31, 1997, the principal amount of Five Hundred Thousand Dollars (\$500,000), without interest; and
2. On December 31, 1998, the principal amount of Five Hundred Thousand Dollars (\$500,000), without interest.

Notwithstanding the foregoing payment schedule, if Maker should sell or otherwise transfer any of the 186,047 shares of Holder's Common Stock purchased by Maker pursuant to the Stock Purchase Agreement and referred to therein as the Note Common Stock (the "Note Common Stock"), Maker shall repay to Holder on the date of such sale or transfer a principal amount equal to the greater of (i) the portion of the outstanding principal balance under this Note that corresponds to the portion of the Note Common Stock owned by Maker and so transferred or sold or (ii) the proceeds of such transaction, up to the outstanding principal amount of this Note.

Any principal amount not paid as required by any date specified in this Note shall bear interest at a rate equal to the prime rate (or other commercial lending rate for borrowers of the highest credit standing) announced from time to time by Bank of America NT&SA, San Francisco, California, from the date due until the date of payment, and shall be due and payable upon the payment of such principal.

The entire unpaid principal balance may be prepaid, in whole or in part, at any time without premium or penalty.

Unless otherwise agreed by the holder, all payments on this Note shall be applied first to interest, if any, and then to the remaining principal.

The remedies of Holder, as provided herein, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. No act of omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through

a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any demand hereunder shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent demand.

Maker's obligation to make payment under this Note is absolute and unconditional, and shall not be subject to any right of setoff, counterclaim or other defense that Maker may have against Holder or any other person or entity under applicable law or otherwise, including with respect to any claims, actions or rights arising under or in connection with the Stock Purchase Agreement, that certain License Agreement by and between Maker and Holder, dated as of December 31, 1996, or any other agreement or document, whether arising by breach of representation, warranty, or covenant or otherwise.

Maker hereby waives presentment and demand for payment, protest or notice of protest and non-payment of any kind.

Maker promises to pay all reasonable collection expenses, court costs and attorneys' fees which may be incurred in connection with the collection or enforcement of this Note or any part thereof.

Holder may not transfer any of its rights under this Note without the prior written consent of Maker, which consent shall not be unreasonably withheld.

Any provision of this Note that is illegal, invalid or unenforceable, shall be ineffective to the extent of such illegality, invalidity or unenforceability without rendering illegal, invalid or unenforceable the remaining provisions of this Note.

This Note shall be governed by and construed in accordance with the laws of the State of California without regard to conflict of laws principles.

MAKER:

AMGEN INC.

By: /s/ GEORGE A. VANDEMAN

Name: GEORGE A. VANDEMAN

Title: Senior Vice President, General Counsel,

and Secretary

AGREEMENT REGARDING
STOCK TRANSFER RESTRICTIONS

THIS AGREEMENT REGARDING STOCK TRANSFER RESTRICTIONS is entered into as of August 6, 1997 by and between Progenitor, Inc., a Delaware corporation ("Progenitor") and Amgen Inc., a Delaware corporation ("Amgen").

Progenitor and Amgen are parties to that certain Stock Purchase Agreement dated December 31, 1996 (the "Stock Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings as described in the Stock Purchase Agreement.

The parties intending to be legally bound and in consideration of the mutual covenants and agreements of the parties herein contained, and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, hereby agree as follows:

1. CERTAIN AGREEMENTS

1.1. REGISTRATION BY PROGENITOR.

Amgen may provide notice to Progenitor requesting a demand registration pursuant to Section 5.2 of the Stock Purchase Agreement in advance of that date that is six (6) months after the Initial Public Offering (the "Six Months Anniversary Date") and upon receipt of such notice the Company shall use its reasonable efforts to file with the SEC at least forty-five (45) days prior to the Six Months Anniversary Date pursuant to such Section 5.2 and use its reasonable efforts to cause such registration statement to become effective on or prior to the Six Months Anniversary Date and Progenitor shall maintain the effectiveness thereof in accordance with the terms of the Stock Purchase Agreement and shall also not terminate such effectiveness without first giving Amgen at least thirty (30) days prior written notice.

1.2. LOCK-UP AGREEMENTS.

Progenitor has entered into lock-up agreements in the form attached hereto as Exhibit 1 including the extension agreements in the form attached hereto as part of such Exhibit 1 with each of the entities listed in Exhibits 2, 3, and 4 (respectively the "Interwest Investors", the "Robertson Stephens Investors" and the "Oak Investors") and has entered into a lock-up agreement in the form attached hereto as Exhibit 5 with Interneuron Pharmaceuticals, Inc. ("Interneuron").

1.3. WAIVER BY LEHMAN BROTHERS.

Lehman Brothers has agreed with Progenitor on the terms and conditions contained in Exhibit 6 attached hereto and expressly for the benefit of Progenitor and Amgen that it shall not waive the lock-up restrictions applicable to Interneuron, The Oak Investors, the Robertson Stephens Investors or the Interwest Investors without the prior written consent of Progenitor and Amgen.

2. MISCELLANEOUS PROVISIONS

2.1 GOVERNING LAW.

This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

2.2. WAIVER.

No party shall be deemed to have waived any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party by an executive officer; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

2.3. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

PROGENITOR, INC.

By: _____
Name: _____
Its: _____

AMGEN INC.

By: _____
Name: _____
Its: _____