

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

Form 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 17, 2019

Amgen Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37702
(Commission
File Number)

95-3540776
(IRS Employer
Identification No.)

One Amgen Center Drive
Thousand Oaks
California
(Address of principal executive offices)

91320-1799
(Zip Code)

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

Check the appropriate box below 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value	AMGN	The Nasdaq Select Market L.L.C.
1.250% Senior Notes Due 2022	AMGN22	New York Stock Exchange
2.000% Senior Notes Due 2026	AMGN26	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

As previously disclosed in the Current Report on Form 8-K filed by Amgen Inc. (“Amgen”) on August 26, 2019, on August 25, 2019, Amgen entered into an Asset Purchase Agreement (the “APA”), by and between Amgen and Celgene Corporation (“Celgene”). Pursuant to the terms and subject to the conditions set forth in the APA, Amgen will acquire from Celgene certain assets and liabilities associated with the worldwide rights to OTEZLA® (apremilast), a leading oral, non-biologic treatment for chronic inflammatory diseases.

Item 1.01 Entry into a Material Definitive Agreement.

On October 17, 2019, Amgen entered into Amendment No. 1 to the APA the (“Amendment No. 1”). A copy of Amendment No. 1 is filed herewith as Exhibit 10.1 and is incorporated herein by reference. The material terms of the APA are set forth in the Current Report on Form 8-K filed by Amgen on August 26, 2019.

Item 9.01. Financial Statements and Exhibits.

d) Exhibits

Exhibit No.	Description
10.1	<u>Amendment No. 1 to the Asset Purchase Agreement, dated August 25, 2019, by and between Amgen Inc. and Celgene Corporation.</u>
104	Cover Page Interactive File (the cover page tags are embedded within the Inline XBRL document).

SIGNATURES

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: October 18, 2019

By: /s/ Jonathan P. Graham

Jonathan P. Graham

Senior Vice President, General Counsel and Secretary

AMENDMENT NO. 1 TO THE ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO THE ASSET PURCHASE AGREEMENT dated as of October 17, 2019 (this “Amendment”) is by and between CELGENE CORPORATION, a Delaware corporation (“Seller”), and AMGEN INC., a Delaware corporation (“Purchaser”) (each of Seller and Purchaser, a “Party”, and collectively, the “Parties”).

RECITALS

WHEREAS, Seller and Purchaser are each a party to that certain Asset Purchase Agreement, dated as of August 25, 2019, by and between Seller and Purchaser (as amended, supplemented or otherwise modified from time to time in accordance with its terms, the “Asset Purchase Agreement” or “APA”); and

WHEREAS, Seller and Purchaser desire to amend the APA as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

Section 1.01 Definitions. Capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the APA.

Section 1.02 Amendments.

(a) The Parties hereby amend the APA to add the “CC-11050 Product” definition in Section 1.1 of the APA as set forth below:

“CC-11050 Product” shall have the meaning set forth on Schedule 1.1(n) to this Agreement.

(b) The Parties hereby (i) amend and restate Schedule 1.1(m) (Variant) to the APA in its entirety and (ii) agree to make conforming changes in any applicable Ancillary Agreement, in each case, as set forth on Annex A attached to this Amendment.

(c) The Parties hereby amend the APA to add a new Schedule 1.1(n) (CC-11050 Product) to the APA as set forth on Annex B attached to this Amendment.

(d) The Parties hereby amend and restate Section 3.19(j) of the Seller Disclosure Schedule in its entirety as set forth on Annex C attached to this Amendment.

(e) The Parties hereby amend and restate Section 11.16 (Consent Order) of the APA in its entirety as follows:

The Parties agree that nothing in this Agreement shall contradict or otherwise limit the Consent Order (it being understood and agreed that, if and to the extent that the scope of Transferred Assets, licenses or other rights, with respect to any Product or

a Variant of a Product or otherwise, to which Purchaser is entitled pursuant to this Agreement or any of the Ancillary Agreements is broader than the scope provided for by the Consent Order, the provisions of this Agreement shall control the rights and obligations of the Parties).

Section 1.03 Miscellaneous.

(a) Except as amended, supplemented or otherwise modified hereby, the APA shall continue in full force and effect pursuant to its terms. In the event of any conflict between the provisions of this Amendment, on the one hand, and the provisions of the APA, on the other hand, the provisions of this Amendment shall control. Upon the effectiveness of this Amendment, each reference in the APA to “this Agreement”, “hereof”, “hereunder”, “herein”, or words of like import referring to the APA shall be deemed to refer to the APA, as amended, supplemented or otherwise modified by this Amendment, provided that, for clarity, references in the APA to “as of the date hereof” or “as of the date of this Agreement” or words of like import shall continue to refer to August 25, 2019. Upon the effectiveness of this Amendment, any reference to the APA in the Ancillary Agreements shall be deemed to refer to the APA, as amended, supplemented or otherwise modified by this Amendment. This Amendment is incorporated into and made a part of the APA.

(b) The execution, delivery and effectiveness of this Amendment shall not constitute a waiver or amendment of any provision of the APA, except as specifically set forth herein. Except as herein expressly amended, all of the terms, conditions and provisions of the APA and any of the documents, schedules or exhibits referred to therein shall remain in full force and effect.

(c) The provisions set forth in Section 11.1 (Interpretation; Absence of Presumption), Section 11.2 (Headings; Definitions), Section 11.3 (Governing Law; Jurisdiction and Forum; Waiver of Jury Trial), Section 11.5 (No Third-Party Beneficiaries), Section 11.8 (Binding Effect; Successors and Assigns), Section 11.9 (Amendments and Waivers), Section 11.10 (Severability) and Section 11.15 (Counterparts; Effectiveness) of the APA are hereby incorporated into, and shall apply to, this Amendment, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Amendment has been signed by or on behalf of each of the Parties as of the day first above written.

CELGENE CORPORATION

By: /s/ Mark J. Alles

Name: Mark Alles

Title: Chairman and Chief Executive Officer

AMGEN INC.

By: /s/ Jonathan Graham

Name: Jonathan Graham

Title: Senior Vice President, General Counsel and
Secretary

[Signature Page to Amendment No. 1 to the Asset Purchase Agreement]

Annexes Omitted from Amendment No. 1 to the Asset Purchase Agreement
Referenced in Exhibit 10.1 Above

Pursuant to Regulation S-K, Item 601(b)(2), the annexes to Amendment No. 1 to the Asset Purchase Agreement referenced in Exhibit 10.1 above, as listed below, have not been filed. The Registrant agrees to furnish supplementally a copy of any omitted annexes to the Securities and Exchange Commission upon request; provided, however, that the Registrant may request confidential treatment of omitted items.

Annexes

Annex A	Amended and Restated Schedule 1.1(m) to the Schedules to the Asset Purchase Agreement and Conforming Changes to the Applicable Ancillary Agreements
Annex B	Schedule 1.1(n) to the Schedules to the Asset Purchase Agreement
Annex C	Section 3.19(j) of the Seller Disclosure Schedule to the APA