

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

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

(AMENDMENT NO. 1)*

REGENERON PHARMACEUTICALS INC.
(Name of Issuer)

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

00075886F1
(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

with a copy to:
Gary Olson, Esq.
Latham & Watkins
633 West Fifth Street
Suite 4000
Los Angeles, California 90071
(213) 485-1234

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

September 22, 1995
(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 box [] .

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).

SCHEDULE 13D

 CUSIP No. 00075886F1

1 NAME OF PERSON
 AMGEN INC.

2 CHECK THE APPROPRIATE BOX IF MEMBER OF A GROUP* (a) []
 (b) []

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)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
 DELAWARE

7 SOLE VOTING POWER
 1,083,766

NUMBER OF
 SHARES
 BENEFICIALLY
 OWNED BY EACH
 REPORTING
 PERSON WITH

8 SHARED VOTING POWER
 N/A

9 SOLE DISPOSITIVE POWER
 1,083,766

10 SHARED DISPOSITIVE POWER
 N/A

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH
 REPORTING PERSON
 1,083,766

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES []
 CERTAIN SHARES*
 N/A

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 7.4%

14 TYPE OF PERSON REPORTING*
 CO

 * SEE INSTRUCTIONS BEFORE FILLING OUT

This Amendment No. 1 to Schedule 13D is being filed on behalf of Amgen Inc., a Delaware corporation (the "Reporting Person"), to amend the Schedule 13D filed on July 26, 1995 (the "Schedule 13D") relating to the common stock, \$0.001 par value per share (the "Common Stock") of Regeneron Pharmaceuticals, Inc. (the "Issuer"). Unless otherwise indicated, all capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Schedule 13D.

ITEM 4. PURPOSE OF TRANSACTION.

Item 4 to Schedule 13D is hereby amended and supplemented to add the following information:

Pursuant to an agreement (the "Lock-Up Agreement"), dated as of September 22, 1995, by and between the Reporting Person and Morgan Stanley & Co. Incorporated and Smith Barney Inc., as representatives of the underwriters in a proposed public offering (the "Public Offering") of approximately 3,000,000 shares of the Common Stock of the Issuer (the "Underwriters"), the Reporting Person has agreed not to, without the prior written consent of Morgan Stanley & Co. Incorporated, (1) directly or indirectly offer, pledge, sell, contract to sell or purchase or otherwise transfer or dispose of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for the Common Stock or (2) enter into any swap or other agreement that transfers any economic consequence of ownership of the Common Stock, in each case for a period beginning on September 22, 1995 (the date of the filing of a registration statement relating to the Public Offering) and ending 90 days after the date of the prospectus relating to the Public Offering. In addition, the Lock-Up Agreement provides that, without such prior written consent, the Reporting Person will not during such period make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. Pursuant to its terms, the Lock-Up Agreement shall automatically terminate and be of no further force and effect if the registration statement relating to the Public Offering is not declared effective by the Securities and Exchange Commission on or before November 15, 1995.

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

Item 6 to Schedule 13D is hereby amended and supplemented to add the following information:

As described in Item 4, above, the Reporting Person has entered into the Lock-Up Agreement with respect to the Common Stock.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Item 7 of Schedule 13D is hereby amended and supplemented to add the following information:

- 7.2 Lock-Up Agreement, dated as of September 22, 1995, by and between the Reporting Person, Morgan Stanley & Co. Incorporated and Smith Barney Inc.

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.

By: /s/ George A. Vandeman

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

Dated: September 25, 1995

INDEX TO EXHIBITS

PAGE

- 7.2 Lock-Up Agreement, dated as of September 22, 1995 by and between the Reporting Person, Morgan Stanley & Co. Incorporated and Smith Barney Inc.

September 22, 1995

Morgan Stanley & Co. Incorporated
Smith Barney Inc.
c/o Morgan Stanley & Co. Incorporated
1585 Broadway
New York, New York 10036

Dear Sirs:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement with Regeneron Pharmaceuticals, Inc., a New York corporation (the "Company"), providing for the public offering (the "Public Offering") by the several Underwriters, including yourselves, of approximately 3,000,000 shares (the "Shares") of the common stock, par value \$.001 per share, of the Company (the "Common Stock").

To induce the Underwriters to participate in the proposed Public Offering of the Shares, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated on behalf of the Underwriters, it will not, during the period beginning on the date a registration statement relating to the Public Offering is filed with the Securities and Exchange Commission and ending 90 days after the date of the Prospectus, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (whether such shares or any such securities are now owned by the undersigned or are hereafter acquired), or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley & Co. Incorporated on behalf of the Underwriters, it will not, during the period beginning on the date a registration statement relating to the Public Offering is filed with the Securities and Exchange Commission and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

This agreement shall terminate and be of no further force and effect if the registration statement relating to the Public Offering of the Shares is not declared effective by the Securities and Exchange Commission on or before November 15, 1995.

Very truly yours,

AMGEN INC.

By: /s/ George A. Vandeman

Senior Vice President
General Counsel and Secretary